

# **SOUTHERN<sup>®</sup> UNIVERSITY SYSTEM**

BATON ROUGE • NEW ORLEANS • SHREVEPORT

## **BOARD OF SUPERVISORS MEETING**

November 29, 2024

Hyatt Regency  
601 Loyola Ave.  
New Orleans, Louisiana  
9:00 a.m.

**SOUTHERN UNIVERSITY BOARD OF SUPERVISORS MEETING  
COMMITTEE OF THE WHOLE  
Hyatt Regency Hotel  
601 Loyola Ave. | New Orleans, LA 70113  
Friday, November 29, 2024  
9:00 a.m.**

**AGENDA**

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Election of Board Officers for 2025
6. Adoption of the Agenda
7. Public Comments
8. Greeting from Rick Gallot Jr., President of the University of Louisiana System
9. Greetings from Dr. Martin Lemelle, Jr., President of Grambling State University
10. SWAC Update from Commissioner Dr. Charles F. McClelland
11. Special Presentation(s)
  - A. Our Lady of the Lake Presentation
  - B. Procter and Gamble-Business Industry Cluster Presentation
  - C. Kendall Corley-Small Business Administration Grant Presentation
  - D. Grief and Trauma Center- Millie M. Charles School of Social Work Presentation
  - E. Ochsner and SUNO Partnership
  - F. Roy Griggs Presentation
  - G. Attorney Jacqueline Scott Presentation
  - H. The Mosaic Company Check Presentation
  - I. Joe W. & Dorothy Dorsett Brown Foundation Presentation
12. Chancellor's Reports
  - A. Above and Beyond

13. Action Item(s)

- A. Request for Approval of Minutes of October 18, 2024, SUS Board of Supervisors Meeting
- B. Request for Approval of Posthumous Honorary Degree for Nichollas D. Perkins (SUBR)
- C. Request for Approval of Honorary Doctorates for Commencement Speakers (SUBR)
  - i. Attorney Marcus V. Brown-Undergraduate Ceremony
  - ii. Commissioner Rodney Ellis-Graduate Ceremony
- D. Request for Approval of Southern University Law Center Faculty Appointment, Retention, Promotion, and Tenure (SULC)
  - i. Appointment of Professor Phebe Poydras for the Louis A. Berry Endowment
  - ii. Appointment of Professor Judd Sneirson as the Reilly Family Endowed Professor
  - iii. Approval of Professor Donna Schwab as the Freddie Pitcher Jr. Endowed Professor
- E. Request for Approval of Policies #6-008 and #7-008. (SUS)

| Description                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>#6-008 (Uniformed Personnel Actions Policy) (SUS)</p> <p>1. This is an update to the established policy that increases the hiring authority for Chancellors and President, among other clarifications.</p> |
| <p>#7-008 (Agreements and Contracts Policy) (SUS)</p> <p>2. This is an update to the established policy that distinguishes the approval of contracts and grants.</p>                                          |



- F. Request for Approval to name the Southern University Alumni Federation House the “Dennis S. Brown Alumni House.”
- G. Request for Approval to establish the Maple Jackson Richmond and Sidney L. Richmond, Jr. Endowed Scholarship and the Maple Jackson Richmond and Sidney L. Richmond, Jr. Endowed First Generation Scholarship
- H. Request Approval for Fall 2024 Commencement Resolutions
  - i. Undergraduate level (SUBR)
  - ii. Graduate level (SUBR)
  - iii. Southern University Law Center (SULC)

I. Request for Approval of Contracts, Amendments, Agreements, Grants, etc .... Equal to or Greater than \$300,000.00.

| Title                                                                                                                                      | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Amount      | Campus |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|
| 1. Ellucian (Contract)                                                                                                                     | Ellucian is a cloud-based software provider that helps higher education institutions with professional solutions to create connected campuses. The platform provides solutions for departments such as finance, IT, student services, human resources, recruiting and admissions. (3 Years)                                                                                                                                                                                                                                                                                                                                                                                                    | \$2,653,231 | SUS    |
| 2. United States Department of Agriculture-National Institute of Food and Agriculture (USDA-NIFA)<br>-North Carolina A&T (SUAREC) (Grant)  | The purpose of SUB-CONTRACT SUS-SUAGCENTER-2024-09-0040-NC A&T UNIVERSITY is to implement the Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life Research, Extension, and Teaching Projects as approved by the United States Department of Agriculture/National Institute of Food and Agriculture (USDA/NIFA)                                                                                                                                                                                                                                                                                                                                                           | \$532, 216  | SUAREC |
| 3. United States Department of Agriculture-National Institute of Food and Agriculture (USDA-NIFA)<br>-1890 Universities Foundation (Grant) | The purpose of SUB-CONTRACT SUS-SUAGCENTER-2024-09-0042- 1890 FOUNDATION is to implement the Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life Research, Extension, and Teaching Projects as approved by the United States Department of Agriculture/National Institute of Food and Agriculture (USDA/NIFA)                                                                                                                                                                                                                                                                                                                                                            | \$330,000   | SUAREC |
| 4. U.S. Army Contracting Command (Grant)                                                                                                   | The Intelligence Community Centers for Academic Excellence (IC CAE) Program is a statutorily established program designed to promote the acquisition of competitive talent. The IC CAE Program’s purpose is to develop a cadre of qualified intelligence professionals to carry out America’s long-term national security initiatives by creating a competitive, knowledgeable, and diverse workforce through the provision of single and multi-year grants to colleges and universities. The program seeks to create, attract, and sustain a robust, knowledgeable, and diverse talent pool in multi-disciplinary areas of interest to the Intelligence Community. (Over a period of 9 years) | \$2,500,000 | SUBR   |

14. Informational Item(s)
  - A. Interim Financial Report
  - B. President's Report
  
15. Other Business
  - A. ROTC Video Presentation
  - B. Amazon Echo Dot Presentation
  
16. Adjournment

## SPECIAL RECOGNITION COMMITTEE

October 18, 2024

Board of Supervisors' Meeting Room  
J. S. Clark Administration Bldg. 2nd Floor  
Baton Rouge, LA.

### MINUTES

The meeting of the Southern University Board of Supervisors was called to order by Board Chair Myron K. Lawson.

Board Chair Myron Lawson announced the convening of the Special Recognition Committee.

The invocation was given by Pastor Riley. The Pledge of Allegiance was led by Miss Kennedy Johnson, who is an exceptional Junior who has been attending Southern University Laboratory School for the past four years.

#### AGENDA ITEM 3: SPECIAL PRESENTATIONS

- A. Moguls in the Making Contest Winners from Southern University and A&M College.  
Chancellor Pierre recognized Ms. Deadre Mackie who introduced the students who were the winners of \$100,000.

#### AGENDA ITEM 4: ABOVE AND BEYOND

- A. The Student Above and Beyond was presented by Chancellor Washington to SBA President of Southern University Law Center, **Miss Whitley Parker**
- B. The Employee Above and Beyond was presented to the Director of Travel Services at eh Southern University Law Center, **Ms. Karvett Tilery**

Chairman Lawson Recognized Representative Jordan, Robert Harrison, and Dr. Dionne Sanders.

#### AGENDA ITEM 4: ADJUORNMENT

A motion was made by Dr. Rani Whitfield to adjourn the meeting.

## ACADEMIC AFFAIRS COMMITTEE

(Following Special Recognition Committee)

Southern University Baton Rouge Campus

Board of Supervisors' Meeting Room

J. S. Clark Administration Bldg. 2nd Floor

Baton Rouge, LA.

### AGENDA

Board Chair Myron Lawson announced the convening of the Academic Affairs Committee. Member Dr. Leon Tarver called the committee meeting to order.

#### Roll Call by President Shields

**Present:** Dr. Leon Tarver – Chairman, Mr. Sam Gilliam – Vice Chairman, Atty Tony Clayton, Mrs. Maple Gaines, Mrs. Ann Smith, Dr. Arlanda Williams and Mr. Myron K. Lawson - Ex Officio

**Absent:** None

#### AGENDA ITEM 3: ADOPTION OF THE AGENDA

There was a motion by Sam Gilliam and the second by Atty Tony Clayton to adopt the agenda.

Motion passed.

#### AGENDA ITEM 4: PUBLIC COMMENTS

None

#### AGENDA ITEM 5: ACTION ITEM(s)

Motion by Atty Tony Clayton and seconded by Dr. Arlanda Williams to approve Action Items A-C in global.

Motion passed.

Motion by Sam Gilliam to remove Action Item D from Academic Affairs agenda and placed on the Full board agenda

- A. Request approval of the Southern University Lab School Student Rights and Responsibilities Handbook. (SULS)
- B. 2024 – 2025 Pupil Progression Plan (SULS)
- C. Request approval to appoint Dr. Karen Jackson as Interim Vice Chancellor for Student Success. (SUBR)
- D. ~~Consideration of Appeal for Revocation of Tenure – Dr. Elhag Shaban (SUBR) –~~

#### AGENDA ITEM 6: INFORMATIONAL ITEM

- A. Medical School/Allied Health Committee Update  
Update presented by Dr. Appeaning.
- B. Discuss Admission Criteria (SUBR)  
Discussion was led by Chancellor Pierre.

**AGENDA ITEM 7: OTHER BUSINESS**

**None**

**AGENDA ITEM 8: ADJOURNMENT**

A motion was made by Dr. Arlanda Williams to adjourn the meeting.



## **FACILITIES AND PROPERTY COMMITTEE**

(Following Academic Affairs Committee)  
Southern University Baton Rouge Campus  
Board of Supervisors' Meeting Room  
J. S. Clark Administration Bldg. 2nd Floor  
Baton Rouge, LA.

### **MINUTES**

Board Chair Myron Lawson announced the convening of the Facilities and Property Committee. Member Atty Edwin Shorty called the committee meeting to order.

#### **Roll Call by President Shields**

**Present:** Atty. Edwin Shorty – Chairman, Atty Domoine Rutledge – Vice Chair, Mrs. Ann Smith, Dr. Leon Tarver II, Dr. Rani Whitfield, and Mr. Myron K. Lawson, - Ex Officio

**Absent:** Paul Mathews

#### **AGENDA ITEM 3: ADOPTION OF THE AGENDA**

There was a motion by Atty Domoine Rutledge and the second by Mrs. Ann Smith to adopt the agenda. Motion passed.

#### **AGENDA ITEM 4: PUBLIC COMMENTS**

None

#### **AGENDA ITEM 5: ACTION ITEM(s)**

Motion by Atty Domoine Rutledge and seconded by Mrs. Ann Smith Action Item 5A. Motion Approved.

A. FY 2025 – 2026 Capital Outlay (eCORTS) Submissions

#### **AGENDA ITEM 6: INFORMATIONAL ITEM(s)**

A. Capital Outlay Funded Projects List

Mr. Dawson provided an update on all projects. He confirmed they are on target to meet November submission.

#### **AGENDA ITEM 7; OTHER BUSINESS**

Mr. Dawson mentioned the CEA with Overland Partners in Dallas, TX may be finalized by next month.

#### **AGENDA ITEM 8: ADJOURNMENT**

A motion was made by Dr. Rani Whitfield to adjourn the meeting.

**FINANCE COMMITTEE**  
**(Following Facilities and Property Committee)**  
**Southern University Baton Rouge Campus**  
**Board of Supervisors' Meeting Room**  
J. S. Clark Administration Bldg. 2nd Floor  
Baton Rouge, LA.

**MINUTES**

Board Chair Myron Lawson announced the convening of the Finance Committee. Dr. Arlanda Williams called the committee meeting to order.

**Roll Call by President Shields**

**Present:** Dr. Arlanda Williams- Chairman, Mr. Sam Gilliam, Mrs. Ann Smith -Vice-Chair and Atty. Domoine Rutledge, Dr. Leon Tarver II and Mr. Myron K. Lawson - Ex Officio  
Zazell Dudley and Dana Bailey added

**Absent:** Mrs. Christy Reeves

**AGENDA ITEM 3: ADOPTION OF THE AGENDA**

There was a motion by Atty Domoine Rutledge and the second by Mrs. Ann Smith to adopt the agenda.

Motion passed.

**AGENDA ITEM 4: PUBLIC COMMENTS**

None

**AGENDA ITEM 5: ACTION ITEM(s):**

Motion by Atty Domoine Rutledge and seconded by Sam Gilliam to approve Action Item 5A (1-6) in global.  
Motion Approved.

A. Request approval for FY 2025-2026 Budget Requests and Addenda:

1. Southern University Board and System Administration (SUS)
2. Southern University and A&M College (SUBR)
3. Southern University Law Center (SULC)
4. Southern University New Orleans (SUNO)
5. Southern University Shreveport (SUSLA)
6. Southern University Agricultural, Research, and Extension Center (SUAREC)

**AGENDA ITEM 6: INFORMATIONAL ITEM**

A. Interim Financial Statement

Mr. McClinton mentioned the financial statements are in the packet. He asked if there were any questions and there were none.

**AGENDA ITEM 7: OTHER BUSINESS:**

None

**AGENDA ITEM 8: ADJOURNMENT**

A motion was made by Dr. Arlanda Williams to adjourn the meeting.

## **GOVERNANCE COMMITTEE**

**(Following Finance Committee)**

**Southern University Baton Rouge Campus**

**Board of Supervisors' Meeting Room**

**J. S. Clark Administration Bldg. 2nd Floor**

**Baton Rouge, LA.**

### **Minutes**

Board Chair Myron Lawson announced the convening of the Governance Committee. Vice Chair Dr. Rani Whitfield called the committee meeting to order.

#### **Roll Call by President Shields**

**Present:** Dr. Rani Whitfield – Vice Chairman, Miss Dana Bailey, Dr. Leon Tarver, II, Atty Edwin Shorty and Mr. Myron K. Lawson - Ex Officio

**Absent:** Rev. Dr. Samuel Tolbert – Chairman and Mrs. Christy Reeves

#### **AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Myron K. Lawson and seconded by Dana Bailey the agenda was recommended for adoption.

#### **AGENDA ITEM 4: PUBLIC COMMENTS**

NONE

#### **AGENDA ITEM 5: ACTION ITEM(s)**

Atty Domoine Rutledge questioned the verbiage for the Trespass/Ban Policy. After discussion with Atty Blache, Atty Rutledge recommended additional verbiage to be added to the policy. Motion by Myron K. Lawson and seconded by Dr. Leon Tarver, II to approve Action Item 5A (1-6) in global with the additional verbiage added to the Trespass/Ban Policy based on Atty Rutledge recommendation.

Chairman Lawson requested that Atty Blache research the cost to gather policies and place online.

Motion Approved.

- A. Request approval of Policies on Polices (SUS)
  1. Trespass/Ban Policy (New)
  2. Americans with Disabilities Act & Pregnant Workers Fairness Act Policy (Revised)
  3. Disability Services Policy (Revised)
  4. Service and Emotional Support Animal Policy (Revised)
  5. Non-Academic Disciplinary Proceedings Policy (Revised)
6. Uniformed Policy on Campus Free Speech (Revised)

**AGENDA ITEM 6: INFORMATIONAL ITEM(S)**

A. Faculty Responsibility for in Person Teaching

Chancellor Pierre and Dr. Laurie Young provided information on the modality of teaching. Chairman Lawson supports and agree with the information provided.

**AGENDA ITEM 7: OTHER BUSINESS**

Atty Clayton questioned the reduction of golf carts for the games. There was a lengthy discussion around the need of the golf carts for the games.

**AGENDA ITEM 8: ADJOURNMENT**

A motion was made by Miss Dana Bailey to adjourn the meeting.

**LEGAL AFFAIRS COMMITTEE**

(Following Governance Committee)  
 Southern University Baton Rouge Campus  
 Board of Supervisors’ Meeting Room  
 J. S. Clark Administration Bldg. 2nd Floor  
 Baton Rouge, LA.

**Minutes**

Board Chair Myron Lawson announced the convening of the Legal Affairs Committee. Chairman Atty Tony Clayton called the committee meeting to order.

**Roll Call by President Shields**

**Present:** Atty Tony Clayton - Chairman, Atty. Domoine Rutledge – Vice Chair, Miss Dana Bailey, Mrs. Maple Gaines, Atty Edwin Shorty and Mr. Myron K. Lawson - Ex Officio

**Absent:** Mrs. Christy Reeves

**AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Atty Edwin Shorty and seconded by Dana Bailey the agenda was recommended for adoption.

**AGENDA ITEM 4: PUBLIC COMMENTS**

NONE

**AGENDA ITEM 5: ACTION ITEM(s)**

Motion by Atty Edwin Shorty and seconded by Dana Bailey to approve Action Item 5A (1).

Motion approved.

A. Request Approval of Contracts, Amendments, Agreements, Grants, etc... Equal to or Greater than \$300,000.00

| Title                                                               | Description                                                                                                                                                                                                                                                                                                                                                                  | Amount      | Campus |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|
| Office of the Director of National Intelligence IARPA R&D Contracts | This financial assistance agreement (Grant) is entered into by the Office of the Director of National intelligence Community Centers for Academic Excellence Program. The Recipient shall perform a program in accordance with Article III program description and the technical portion of the proposal entitled Southern University System and Grambling State University. | \$2,500,000 | SUBR   |

**AGENDA ITEM 6: INFORMATIONAL ITEM(s)**

None

**AGENDA ITEM 7: OTHER BUSINESS:**

None

**AGENDA ITEM 8: ADJOURNMENT**

A motion was made by Dana Bailey to adjourn the meeting.

**PERSONNEL AFFAIRS COMMITTEE**

(Following Legal Affairs Committee)

Southern University Baton Rouge Campus

Board of Supervisors’ Meeting Room

J. S. Clark Administration Bldg. 2nd Floor

Baton Rouge, LA.

**MINUTES**

Board Chair Myron Lawson announced the convening of the Personnel Affairs Committee. Mr. Sam Gilliam – Chairman, called the committee meeting to order.

**Roll Call by President Shields**

**Present:** Mr. Sam Gilliam – Chairman, Atty Tony Clayton, Ms. Zazell Dudley, Dr. Leon Tarver, II, Dr. Arlanda Williams and Mr. Myron Lawson - Ex Officio

**Absent:** Mrs. Christy Reeves–Vice-Chair

**AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion Dr. Arlanda Williams and seconded by Zazell Dudley the agenda was recommended for adoption  
Motion passed

**AGENDA ITEM 4: PUBLIC COMMENTS**

None

**AGENDA ITEM 5: ACTION ITEM(S)**

The motion was made by Myron K. Lawson and second by Atty Tony Clayton that Action Item 5(A-C) be approved globally.  
Motion Approved

A. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUBR)

| Name             | Position/Department                                                      | Personnel Action  | Waived/Search    | Salary   |           | Funding Source |
|------------------|--------------------------------------------------------------------------|-------------------|------------------|----------|-----------|----------------|
|                  |                                                                          |                   |                  | Previous | Suggested |                |
| 1. Karen Jackson | Interim Vice Chancellor for Student Success                              | Existing Position | Waived           | \$93,000 | \$97,200  | State          |
| 2. Iyanna Lewis  | Director First & Second Year Experience/Jaguar Success Academy           | Existing Position | Waived Promotion | \$66,000 | \$66,000  | Federal/State  |
| 3. Rachel Walton | Executive Director Intelligence Community Center for Academic Excellence | New Position      | Waived           | N/A      | \$171,000 | Federal/State  |



B. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUNO)

| Name           | Position/Department                              | Personnel Action  | Waived/Search       | Salary   |           | Funding Source |
|----------------|--------------------------------------------------|-------------------|---------------------|----------|-----------|----------------|
|                |                                                  |                   |                     | Previous | Suggested |                |
| 1. Kevin Brown | Interim Director – Master of Social Work Program | Existing Position | Interim Appointment | \$75,894 | \$80,000  | State          |

C. Request Approval of Personnel Action on Positions Equal to or Greater than \$60,000.00 (SUAREC)

| Name           | Position/Department                     | Personnel Action | Waived/Search | Salary   |           | Funding Source |
|----------------|-----------------------------------------|------------------|---------------|----------|-----------|----------------|
|                |                                         |                  |               | Previous | Suggested |                |
| 1. Heather Bob | Community and Youth Outreach Specialist | New Position     | Search        | N/A      | \$63,000  | Federal        |

**AGENDA ITEM 6: INFORMATIONAL ITEM(S)**

A. Update on SUS Human Resource Positions

President Shields gave an update on the vacant position. He noted that he met with consultant, and he plan to start the search next month. There was lengthy discussion with the board members and President Shields. The Chairman requested the President have an update on the start of the HR Search for the next meeting. Atty Clayton requested a new Hybrid structure from President Shields that includes a cost saving for the campus.

B. Status on interim positions and projected timeline for searches (SUS, SUBR, SUNO, SUSLA, SULC, SUAREC)

Summary was given for each campus.

C. Present Detailed Organizational Charts (SUS and All Campuses)

The information provided was an introduction. Board members requested more detail (i.e. job description, person in position and salary).

**AGENDA ITEM 6: OTHER BUSINESS**

NONE

**AGENDA ITEM 7: ADJOURNMENT**

A motion was made by Arlanda Williams to adjourn the meeting.

# **SOUTHERN UNIVERSITY BOARD OF SUPERVISORS**

**(Following Personnel Committee)**

**Southern University Baton Rouge Campus**

**Board of Supervisors' Meeting Room**

J. S. Clark Administration Bldg. 2nd Floor

Baton Rouge, LA.

## **MINUTES**

The meeting of the Southern University Board of Supervisors was called to order by Board Chair Myron Lawson

### **PRESENT**

Miss Dana Bailey, Atty Tony Clayton, Ms. Zazell Dudley, Mr. Raymond Fondel, Jr., Mr. Sam Gilliam, Ms. Maple Gaines, Mr. Myron Lawson, Atty Domoine Rutledge, Atty Edwin Shorty, and Mrs. Ann Smith, Dr. Leon Tarver, II, Dr. Rani Whitfield and Dr. Arlanda Williams

### **ABSENT**

Mr. Paul Matthews, Mrs. Christy Reeves and Rev. Dr. Samuel Tolbert

### **AGENDA ITEM 3: ADOPTION OF THE AGENDA**

Upon the motion by Raymond Fondel and seconded by Dr. Rani Whitfield the agenda was recommended for adoption.

Motion passed.

### **AGENDA ITEM 4: PUBLIC COMMENTS**

Thomas Miller – Comment on Action Item 6D.

### **AGENDA ITEM 5: RESOLUTIONS**

Dr. Allen Vital read resolutions for the following:

Resolutions

- Roy James Johnson
- Lata Laxman Johnson
- Dr Albert Leon McHenry
- Dr. Tania White Jackson
- Germaine “Gigi” Tarver

Add 45% Sales Tax recommended by Governor Landry.

There was a motion by Atty Tony Clayton to approve the read resolutions and added commendation and Dr. Leon Tarver, II second the motion.

Motion approved.

**AGENDA ITEM 6: ACTION ITEM(s):**

There was a motion by Atty Domoine Rutledge and a second by Dana Bailey to approve action item 6A-6B globally.

Motion passed.

- A. Request for Approval of Minutes of September 27, 2024, SUS Board of Supervisors Meeting.
- B. Request for Approval of Committee Reports and Recommendations
- C. Annual Evaluation of the President-Chancellor'
- D. Consideration of Appeal for Revocation of Tenure – Dr. Elhag Shaban (SUBR) <sup>1</sup>**

Chairman Lawson provided information for executive session. Motion by Atty Domoine Rutledge and seconded Dana Bailey to enter Executive session.

Roll Call Vote Motion approved

Chairman Lawson provided information for executive session. Motion by Dr. Rani Whitfield and second by Atty Edwin Shorty to exit Executive session.

Roll Call Vote Motion approved.

**AGENDA ITEM 7: INFORMATIONAL ITEM(s)**

- A. SU System Branding and marketing (SUS)  
Item will be tabled to discuss in the November meeting.
- B. Legislative Update
- C. Presidential Report  
President Shields provided legislative update and president report.
- D. Chancellor's Reports  
All Chancellors' reports were provided in the packet.

**AGENDA ITEM 8: OTHER BUSINESS**

Chairman Lawson thanked everyone for their time and patience for today's meeting. He wished everyone a Happy Homecoming.

**AGENDA ITEM 9: ADJOURNMENT**

A motion was made by Atty Clayton to adjourn the meeting.



## Office of the Chancellor

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J.S. Clark Administration Building  
Post Office Box 9820  
Baton Rouge, Louisiana 70813  
Office: 225 771-2360

November 11, 2024

Dennis J. Shields, President  
Southern University System  
4<sup>th</sup> Floor, J. S. Clark Administration Building  
Baton Rouge, Louisiana 70813

Re: Conferring of Honorary Degree to Nichollas D. Perkins

Dear President Shields,

Nichollas D. Perkins was a student enrolled at Southern University and A&M College and was scheduled to receive a Bachelor of Science degree during the Summer 2020 session. Unfortunately, Nichollas passed away by accidental drowning on April 7, 2020.

His mother, Ms. Neddra Tucker, is requesting that he be conferred an honorary degree at the December 13, 2024 commencement exercise. Coincidentally, Ms. Tucker has another son, who is on target to obtain his Bachelor of Arts in Mass Communications on December 13, 2024. Her desire is that both degrees be conferred on the same day.

I respectfully request that this item be placed on the agenda of the November 29, 2024 board meeting of the Southern University Board of Supervisors for consideration and approval. If you have any questions, please feel free to contact me.

Yours sincerely,

A handwritten signature in blue ink that reads 'John K. Pierre'.

John K. Pierre, Chancellor  
and the Vanue B. Lacour Endowed Law Professor



## Office of the Chancellor

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J.S. Clark Administration Building  
Post Office Box 9820  
Baton Rouge, Louisiana 70813  
Office: 225 771-2360

November 11, 2024

Dennis J. Shields, President  
Southern University System  
4<sup>th</sup> Floor, J. S. Clark Administration Building  
Baton Rouge, Louisiana 70813

Re: Honorary Doctorates for Attorney Marcus Brown and Commissioner Rodney Ellis

Dear President Shields,

Attorney Marcus Brown is the commencement speaker for the December 13, 2024 undergraduate commencement ceremony. I am concurring with the recommendation to confer an honorary doctorate degree to Attorney Brown. Attorney Brown is the Executive Vice President and General Counsel for the Entergy Corporation. He is a graduate of Southern University and A&M College and Southern University Law Center. A letter of recommendation by Dr. Cynthia Bryant and a profile of the career accomplishments is attached for review.

Likewise, I concur with the recommendation by Dr. Damien Ejigiri to confer an honorary degree to Commissioner Rodney Ellis. Commissioner Ellis has had an exemplary public career for over forty years. He has agreed to serve as the commencement speaker for the December 12, 2024 graduate school commencement ceremony. The recommendation memo by Dr. Ejigiri and a profile of Commissioner Ellis is attached for your review.

I respectfully request that the recommendations by Dr. Cynthia Bryant, Dean of the College of Humanities and Interdisciplinary Studies, and Dr. Damien Ejigiri, Dean of the Nelson Mandela College of Government and Social Sciences be reviewed for approval at the November 29, 2024 meeting of the Southern University Board of Supervisors. If you have any questions, please feel free to contact me.

Yours sincerely,

A handwritten signature in blue ink that reads 'John K. Pierre'.

John K. Pierre, Chancellor  
and the Vanue B. Lacour Endowed Law Professor



## Office of the Chancellor

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J.S. Clark Administration Building  
Post Office Box 9820  
Baton Rouge, Louisiana 70813  
Office: 225 771-2360

November 1, 2024

To: Drs. Damien Ejigiri and Cynthia Bryant

From: Chancellor John K. Pierre

Re: Consideration of Awarding an Honorary Doctorate to Attorney Marcus Brown

Marcus Brown is executive vice president and general counsel of Entergy, where he oversees the legal, ethics and compliance, corporate communications, federal policy, regulatory and governmental affairs, and corporate security and governance groups. He also provides legal counsel to the chair and CEO, board of directors and senior management.

Brown helps drive Entergy's leadership in sustainability and corporate social responsibility by focusing on growth, profitability and societal goals — especially those related to environmental protection, social justice and equity, sustainable development and economic development.

In addition to helping create a program that dramatically increased the pro bono commitment of the company's lawyers and paralegals, he also helped establish a full time, in-house counsel role dedicated to pro bono legal assistance — a first amongst Fortune 500 companies.

The Financial Times named Brown one of the top in-house general counsels for companies worldwide in 2020. The National Legal Aid and Defender Association presented him with the 2020 Exemplar Award, and organizations like the New Orleans and Louisiana State Bar Associations and United Way of Southeast Louisiana have awarded him their top honors for community service. He is a member of the Southern University Law Center Hall of Fame.

Before assuming his current role in 2013, Brown was appointed senior vice president and general counsel in 2012. He previously served as Entergy's vice president and deputy general counsel, where he was responsible for commercial and general litigation, affiliate rules compliance, bankruptcy, casualty litigation, and consumer law. Prior to joining Entergy in 1995, Brown was an attorney at Stone Pigman law firm.

He serves as chair of the 2025 Super Bowl Host Committee, chair of the board of directors for Energy Insurance Mutual, on the advisory board of the Tulane Center for Energy Law and the advisory council for the Laborde Energy Law Center at Louisiana State University. He is a frequent lecturer and publisher on topics impacting the utility industry and the legal profession.

Brown earned his Juris Doctor from the Southern University Law Center, where he was a member of the Law Review, and received an MBA from the Tulane University A.B. Freeman School of Business. He has a bachelor's degree from Southern University A&M College.



**SOUTHERN  
UNIVERSITY**  
AND AGRICULTURAL & MECHANICAL COLLEGE

**College of Humanities and Interdisciplinary Studies**

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**College of Humanities &  
Interdisciplinary Studies**

W.W. Stewart Hall, Suite 122

P.O. Box 9571

Phone: (225) 771-5384

November 1, 2024

Luria Young, Ph.D.  
Interim Vice Chancellor for Academic Affairs  
Southern University and A&M College  
J. S. Clark Administration Building, 3rd Floor  
Baton Rouge, Louisiana 70813

Dear Dr. Young:

It is my great pleasure to offer my support for the conferral of an honorary degree to Marcus Brown, J.D., Executive Vice President and General Counsel for the Entergy Corporation. Attorney Brown exemplifies the talents, ambitions, and character that the faculty and staff of the Jaguar Nation have labored to instill in its graduates since 1880. His professional leadership, community service, and efforts to establish consistent pro bono assistance in a Fortune 500 company are exceptional and worthy of recognition. I recommend Attorney Marcus Brown, a son of the Southern University System, for the high distinction of receiving an honorary doctorate degree from Southern University and A & M College without reservation.

Sincerely,

*Cynthia Bryant*

Cynthia Downing Bryant, Ph.D.  
Dean, College of Humanities and Interdisciplinary Studies

Cc: John Pierre, J.D.  
Chancellor, Southern University and A & M College



**Nelson Mandela College of Government and  
Social Sciences**

**Department of Political Science & Geography**  
Southern University and A&M College  
Rodney G. Higgins Hall  
P.O. Box 9656  
405 Roosevelt Steptoe Avenue  
Baton Rouge, LA 70813  
Phone: (225)771-3211

November 4, 2024

TO: Dr. Damien Ejigiri

FROM: Dr. Albert L. Samuels

A handwritten signature in blue ink, appearing to read 'Albert L. Samuels', written over a horizontal line.

RE: Recommendation of Awarding an Honorary Doctorate to Commissioner Rodney Ellis

Good afternoon to you. After convening with the faculty of the Department of Political Science and Geography, it is our recommendation that Commissioner Rodney Ellis be awarded an Honorary Doctorate of Government and Public Affairs. Our reasons are listed below.

Commissioner Ellis earned a B.A. in Political Science from Texas Southern University, an MPA from the Lyndon B. Johnson School of Public Affairs at the University of Texas, and a Juris Doctor degree from the University of Texas school of Law. Ellis served as an aide to Lieutenant Governor Bill Hobby, as a law clerk to Chief Justice John C. Phillips, and as legal counsel to Texas Railroad Commissioner Buddy Temple. After serving in these roles, Mr. Ellis served as chief of staff to Congressman Mickey Leland.

In 1983, Ellis was elected to the Houston City Council where he served three terms. While on the council, he worked to secure more funding to tear down abandoned buildings that attracted criminal activity in his district, to increase funding for anti-drug efforts, to expand housing opportunities for low and middle-income families, and pushed to expand low-interest loans to small businesses. In 1989, Ellis was elected to the Texas State Senate, where he served 28 years. As state senator, Ellis authored several significant pieces of legislation. Some of his most noteworthy legislative accomplishments include the following:

- Legislation creating the Texas Capital Access Fund that provided up to \$140 million in private lending to small businesses and nonprofit organizations
- A \$113,8 billion budget bill in 2001 that help fund Medicaid expansion, state employee pay raises, teacher health insurance and financial aid for college students
- The Texas Green Jobs Act of 2009, establishing the first statewide green jobs program in Texas training workers for skills in the clean energy economy





## SOUTHERN UNIVERSITY LAW CENTER

261 A. A. LENOIR HALL

POST OFFICE BOX 9294

BATON ROUGE, LOUISIANA 70813-9294

OFFICE OF THE CHANCELLOR

(225) 771-2552

FAX (225) 771-2474

November 6, 2024

Dennis J. Shields, President  
Southern University System and Baton Rouge Campus  
4<sup>th</sup> Floor- J.S. Clark Administration  
Baton Rouge, LA 70813

**Re: SULC Endowments**

Dear President Shields,

I am writing to inform you that the Faculty Appointment Retention, Promotion, and Tenure (FARPT) Committee awarded Professor Phebe Poydras the Louis A. Berry Endowment on November 1, 2023. Unfortunately, her appointment was not submitted to the Board of Supervisors for approval due to an oversight.

I kindly request that this matter be included on the agenda for the Southern University Board of Supervisor's meeting on November 29, 2024, with a retroactive effective date of November 1, 2023.

Additionally, on September 26, 2024, the FARPT Committee voted to appoint Professor Judd Sneirson as the Reilly Family Endowed Professor and Professor Donna Schwab as the Freddie Pitcher Jr. Endowed Professor.

I would also like to request that these appointments be added to the agenda for the Southern University Board of Supervisor's meeting on November 29, 2024.

Thank you for your attention to these matters.

Best regards,

Alvin Washington  
Interim Chancellor - SULC

## PHEBE E. HUDERSON-POYDRAS

### EDUCATION

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Louisiana State University Online  
M.A. with a concentration in Higher Education Administration  
March 2024  
Baton Rouge, Louisiana

Louisiana State University,  
MLIS, 1998  
Baton Rouge, Louisiana

Southern University Law Center,  
Juris Doctor, 1995  
Baton Rouge, Louisiana

University of New Orleans,  
BA, Major: Political Science, Minor: History, 1991  
New Orleans, Louisiana

#### **Certifications:**

Louisiana State University Online  
Certificate in Educational Technology May 2022  
Baton Rouge, Louisiana

### PROFESSIONAL EXPERIENCE

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**Southern University Law Center** **Baton Rouge, Louisiana**  
**Director of Library Services/ Professor of Law** **7/2017—present**

Key responsibilities as a director include the overall management of the Oliver B. Spellman Law Library, administering the library budget, overseeing a staff of 12 and 5 student workers, shaping policy within the Law Library, developing long-term and short-term goals for the Law Library, developing, and maintaining a collection that complies with ABA and AALS standards, and preparing annual status reports on the Law Library. Marketing library resources, research projects that would better the library, and facilitating classroom instructional activities about library resources.

Key responsibilities as a faculty member include teaching Legal Research and Advanced Legal Research, preparing appropriate assignments for Legal Research and Advanced Legal Research, and serving on SULC committees.

Key accomplishments include spearheading a cost-saving eTextbook initiative where students would receive access to doctrinal textbooks [ [ASPEN-SUCCESS-SULC.pdf](#)

([aspublishing.com](http://aspublishing.com)), creating a plan for more space and study rooms for students, and securing digital resources to assist in their academic pursuits.

**Thurgood Marshall School of Law**  
**Law Library Consultant**

**Houston, Texas**  
**5/2021-12/2023**

Key responsibilities include providing guidance to the interim law library director to ensure compliance with ABA standards. Assisted in drafting the ABA response and report. Assisted in creating an updated collection development policy. Successfully assisted in bringing the law library into compliance with ABA standards.

**Indiana Tech Law School**  
**Associate Dean for Library Affairs / Assistant Professor of Law**  
**(Founding Law Library Dean)**

**Fort Wayne, Indiana**  
**7/2012—6/2017**

Key responsibilities as an Associate Dean included the preparing of preliminary plans for the implementation and operation of the law library, overseeing the budget of the Law School Library, and a staff of five and seven student workers. Recruited personnel, drafted job descriptions, and hired a team. Prepared reports, met with vendors, and oversaw contractual decisions that affected the law library.

Key responsibilities as a faculty member included serving on various Law School Committees teaching Advanced Legal Research & Legal Research within the Experiential Legal Writing department. Prepared lectures, PowerPoints, assignments and met with students as needed concerning class requirements and materials. As part of the law school administrative team, assisted in shaping law school policy and rules.

Key accomplishments included meeting all responsibilities required by the ABA for accreditation related to the Law Library, having the law library accepted as a member of the Academic Libraries of Indiana, and presenting CLEs for the Fort Wayne area bar members.

**Florida A&M University College of Law**  
**Interim Director of the Law Library**  
**Director of the Law Library /Assistant Professor**

**Orlando, Florida**  
**1/2008-1/2009**  
**1/2009—6/2012**

Key responsibilities included overseeing the budget of the College of Law Library, the budget of the Orange County Bar Collection, and a staff of seven librarians, four Library Technical Assistants and five OPS students and staff members. Prepared reports, met with vendors, and oversaw contractual decisions that affected the law library.

Key Accomplishments include appointment to permanent director in January 2009 after serving as Interim Director for a year. Additionally, as part of the founding library team assisted in getting accreditation as it related to the law library and helped set up the Orange

County Bar Collection Budget and reporting structure.

**Florida A&M University College of Law  
Assistant Law Library for Public Services**

**Orlando, Florida  
2/2003-6/2006**

Key responsibilities included providing guidance and direction to the Public Services Department and, in the director's absence, solely responsible for the entire law library. Coordinated and monitored the daily activities and operations of the department. Aided and provided direction for circulation, reference, and interlibrary loan. Created and established policy manuals and procedures for the department. Participated in collection development activities. Scheduled computer-aided legal research training for faculty, students, and librarians. Scheduled professional development opportunities for staff. Maintained contact with vendors and negotiated contracts for the law library. Established contact with professional library associations for the staff. Provided legal research for faculty, students, and staff of the College of Law. Maintained statistics for the department. Performed other duties as assigned and as needed for the library as well as the College of Law.

Key accomplishments included assisting in shaping the library policy that is still in effect, being part of the library founding team, and assisting in making the library meet ABA requirements.

**Southern University Law Center Library,  
Documents, Media, and Evening Reference Librarian,**

**Baton Rouge, Louisiana  
8/1998 - 2/2003**

Key responsibilities included overseeing the operations of the Reference Dept. on evenings and weekends and the supervision of the Government Documents Dept. Provided comprehensive legal research assistance to the faculty of the law center. Supervised one full-time employee and six student workers. Prepared subject bibliographies. Covered circulation as needed.

Key accomplishments assisted the Reference Librarian in the preparation of the library's inaugural newsletter and represented the library in presentations in Career Services.

#### **TEACHING EXPERIENCE**

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**Southern University Law Center  
Legal Research**

**Baton Rouge, Louisiana  
Spring 2018-present**

Lectures and assignments focused on developing the learner's legal research skills. Introduces basic legal research materials (i.e., primary, and secondary sources). Provides instruction on the Legal Research Process.

**Advanced Legal Research**

**Summer 2018-present**

Lectures and assignments focused on specialized areas of law. The class focused on both

Phebe E. Huderson-Poydras - 3

scholarly and practical legal research.

**Indiana Tech Law School  
Professionalism**

**Fort Wayne, Indiana  
Spring 2016**

Lectures and assignments focused on developing and learning about professionalism while in law school and in the profession. The major project culminates with the students drafting an "Oath of Professionalism".

**Advanced Legal Research**

**Fall 2013—2016**

Lectures and assignments focused on specialized areas of law. The class focused on both scholarly and practical legal research.

**Legal Research within Experiential Legal Writing,**

**Fall 2013—2016**

Teach the foundations of legal research within the lawyering skills program. Provide guest lectures in the Spring semester classes as needed.

**Florida A&M University  
Advanced Legal Research**

**Orlando, Florida  
Spring 2008—2012**

Lectures and assignments focused on specialized areas of law. Class focused on both scholarly and practical legal research.

**Legal Bibliography**

**2011—2012**

This introductory course covered primary and secondary resources, citations, and finding tools.

**Legal Research Lecturer**

**2004, 2008—2012**

Teaching series on Researching Florida Law for Legal Writing Department.  
Prepared lectures and assignments for first-year law students on the mechanics of Legal Research.

**Legal Methods Instructor**

**2006 – 2007**

Prepared lectures. Prepared legal research problems for the team. Provided guidance and support for students as needed.

## **PUBLICATIONS**

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Law Librarianship Practice: Challenges and Opportunities in Law Firm, Government, and Academic Law Libraries- Expected Publishing Date June 2025

Chapter: Re-Imagining Diversity, Equity, and Inclusion (DEI) Initiatives in Law Libraries— Monique Gonzalez, MLIS, JD Associate Dean and Director for the Library and Information Technology Services, Paul M. Herbert Law Center, Louisiana State University/ Phebe Huderson-Poydras, MLIS, JD, Director of Library Services, Professor of Law, Southern University Law Center

Keeping Up with New Legal Titles, (reviewing Ronald Goldfarb's The Price "Justice: Money, Morals, and Ethical Reform in the Law), 113 Law Lib. J. 55 (2021). [Book Review]

Phebe E. Huderson-Poydras & Ronald E. Wheeler, Voices across the Spectrum: How Law Libraries Can Help Tell the Black Lives Matter Movement's Story, 25 AALL Spectrum 41 (2020).

"Keeping Up with New Legal Titles" (reviewing Mark K. Osbeck, Impeccable Research: A Concise Guide to Mastering Legal Research Skills, Second Edition, 108 Law Lib. J. 449, 466 (2016). [Book Review].

"Have You Considered Becoming a Law Librarian?" Law Practice Today, <https://www.lawpracticetoday.org/article/law-librarian/> January 14, 2015. This article was one of the featured articles under the subject matter of its alternate careers issue.

"Developing a Legal Information Literate Law Student: That Dog Will Hunt" Legal References Services Quarterly, 32:3. 183-201 (2013). The article focuses on developing legal information literacy skills in law students so that they will be competent legal professionals.

"Practicing Law Librarianship: Six Ways to Spread the Word. AALL Spectrum 8 (2006-2007). Recruiting new members into the profession. The article provides brief suggestions. Three other members of the AALL Recruitment Committee also jointly wrote it.

## **WORKS IN PROGRESS**

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Digital Equity: What Does It Really Mean?  
(Paper discusses digital equity and the underserved community).

## **AWARDS AND HONORS**

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2022 Omega Nu Lambda, Tau Chapter (Honor Society, LSU Chapter)  
2015 Cecil B. Ellis Academic Freedom Award—Fort Wayne Chapter of the NAACP  
2007 Recipient of Florida A&M University College of Law BLSA Chapter  
"Spirit of Service" Award for New Faculty--Student voted honor.  
2005 Special Libraries Association Diversity Leadership Development Program

## PRESENTATIONS AND INVITED LECTURES

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Keynote Speaker, Skyview Elementary graduation, Dallas, Texas (May 2021)

Panelist, Southeastern Chapter of the American Association of Law Libraries Virtual Conference, Southern University Law Center Affordable Learning Initiative, April 2020.

Panelist/Moderator, Southern University Law Center Affordable Learning Initiative, LOUIS USERS CONFERENCE, October 2019.

Panelist, Diverse Interactions: Race and Implicit Bias in the Legal Research Classroom, Southeastern Chapter of the American Association of Law Libraries Annual Meeting April 2018.

2016 Panelist, Building Better Collections: LMAs—Should They Stay, or Should They Go? The 67<sup>th</sup> Annual Ohio Regional Association of Law Libraries Meeting and Conference, October 21, 2016.

2015 Moderator International Women's Day sponsored by Zonta Club Fort Wayne, March 19.

2014 Presenter, "Internet Legal Research Tips" Continual Legal Education Series, September 27.

Women's Leadership Forum, a Panelist, speaking on Work/life Balance, sponsored by Manchester University College of Pharmacy and Indiana Tech Law School, March 25, 2014.

Panelist, International Women's Day Program "Inspiring Change" sponsored by It is Well with My Soul and Zonta Club Fort Wayne, March 14, 2014.

Keynote Speaker, NAACP Women in the NAACP Black History Brunch February 2013.

Moderator, "From Urban Streets to Public Schools: Can the Public be Protected?" Indiana Tech Law School's Inaugural Symposium "On the Question of Regulating Guns," November 8, 2013.

Presenter, Roundtable—Bridge to Empowerment: Exploring Legal Literacy Paradigms. The Law and Society Association 2012 International Meeting, Honolulu, Hawaii. Summer 2012  
Presenter, "Internet Legal Research Tips" Continual Judicial Education Series, Fall 2012.

Moderator at Third National People of Color Conference. Our Country, Our World in a "Post-Racial" ERA Fall 2010.

Presented Legal Research Paper at the Second Boulder Conference on Legal Information:

Scholarship and Teaching concerning legal research pedagogy and legal information literacy skills. Spring 2012.

Panelists for Women in Law Program "Women in Law" FAMU College of Law (Spring 2004).

"Researching Legal Employers Presentation" Southern University Law Center Career Placement (Spring 2002).

## **PROFESSIONAL AFFILIATIONS**

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American Libraries Association (ALA)  
American Association of Law Libraries (AALL),  
Association of College and Research Libraries (ACRL) LOUIS:  
The Louisiana Library Network (LOUIS)  
Southeastern Association of Law Libraries (SEAALL)

## **SERVICE TO THE PROFESSION**

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American Libraries Association  
Association of College and Research Libraries (ACRL)

- ACRL College Libraries Section Best Practices Committee (July 1, 2016-2018)

Central Florida Library Cooperative Executive Board 2009, 2008—Secretary.

American Association of Law Libraries (AALL). Joint Coordinator for 2023

- Program; "The Niagara Movement: How Far Have We Come with Voting Rights?"
- Member of the AALL/Bloomberg Law Continuing Education Grant Jury
- Past Member of the Annual Meeting Grant Awards Jury
- Past Member of the Recruitment to Law Librarianship Committee
- Past Member of the Scholarship Committee.
- Member of Academic Law Libraries Special Interest Section
- Member of Black Law Librarians Special Interest Sections
- Programs Committee
- Member of Research and Instruction & Patron Services Special Interest Section

Southeastern Association of Law Libraries (SEAALL)

- Past Member of Program Committee
- Past Member of Education and Publication Committee.
- Past Member of sourcebook committee.

Special Libraries Association (SLA)

- (SLA) Legal Division--Professional Development Committee (2004-2005)
- Florida—Caribbean Chapter of Special Libraries Association—Chapter—President-<sup>1</sup>



Elect (2004-2005)

- Developed and planned program on Sarbanes Oxley (Fall 2004)
- Developed and planned program on the Art of Managing a Library (Spring 2005)

Florida—Caribbean Chapter of Special Libraries Association

- President-Elect (2004-2005)
- President (2005-2006)
- Past-President (2006-2007)
- Chair, Nominating Committee (2006-2007)

2010—2012, Member of Medical & Law Libraries Advisory Group to the Task Force for the Future of Academic Libraries in Florida.

EBSCO Legal Publishing Advisory Board—2012

Ohio Regional Association of Law Libraries, 2012—2017

- Chair, Local Arrangements Committee,

2015 Annual Meeting Louisiana Library Network “LOUIS”

- Core Collection Working Group (2019)
- Digital Privacy Working Group (2022)

## **SERVICE TO THE COMMUNITY**

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Arts United Board Member, Fort Wayne 2013—2017.

- Appropriations Committee 2014-2017
- Taste of the Arts Committee 2015, 2016

The Links Incorporated,

- Fort Wayne Chapter of The Links Incorporated
- Chair, International Trends (2014-2017)
- The La Capitale Chapter of the Links incorporated (2017-present)
- Hostess Committee
- Services to Youth
- Past Chair, Scholarship Committee
  - Past Co-Chair, Service to Youth

NAACP Fort Wayne Branch, 2013--2016

- NAACP Executive Board Member 2014-2016
- Women in the NAACP—(WIN) member 2013-2017

South Louisiana Charter Foundation

- Board Member, 2021--present

Zonta International,

- Forty Wayne Branch, President-Elect 2015-2016

- Forty Wayne Branch, President- 2014-2015
- Member of Fort Wayne Branch Inducted Spring 2013.

## **SERVICE TO THE UNIVERSITY**

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### **Southern University A&M**

- E-learning Council 2019

### **Southern University Law Center**

- Curriculum Committee, Chair (2024—present)
- FARPT Committee (2022—present)
- Honor Code Investigatory (2020-2024)
- Institutional Effectiveness (2017-2018)
- Intellectual Property (2018-2022)
- Library (2017-present), Chair
- Loan Reduction Assistance Program (2017-2020)
- QEP Committee (2018-2020)

### **Indiana Tech Law School**

- Admissions Committee (2012-2013)
- Strategic Planning Committee (2013-2015)
- Self-study Committee (2013-2015)
- Appointments Committee (2013-2015)
- Library Advisory Committee *-ex officio* (2013—2017)
- Re- Admissions Committee (2015—2017)
- Accreditation Committee (2015—2017)
- University Library Committee (2016—2017)

### **Florida A&M University**

- Curriculum Committee (2009-2010)
- Self-study Committee (2009-2012)
- Library Committee (2008-2012)

## JUDD F. SNEIRSON

### EXPERIENCE

#### SOUTHERN UNIVERSITY LAW CENTER

*Associate Professor*

*Adjunct Professor*

- Plan and teach courses on alternative dispute resolution, business entities, contracts, sales, and secured transactions.
- Serve on the continuing legal education, curriculum, intellectual property, and student affairs committees, and as faculty advisor to the *Journal of International Law, Business & Policy*.

Baton Rouge, Louisiana

August 2022 to present

August 2020 to July 2021

#### MERCER UNIVERSITY SCHOOL OF LAW

*Visiting Professor*

- Planned and taught courses on business entities, contracts, and sustainability and business law.

Macon, Georgia

August 2020 to July 2022

#### SAVANNAH LAW SCHOOL

*Associate Professor (with tenure)*

*Associate Professor*

- Planned and taught courses on art law, business entities, contracts, employment law, intellectual property, secured transactions, and sustainability and business law.
- Served on the academic standing, admissions, assessments, curriculum, faculty development, retention promotion and tenure, and technology committees, and as faculty representative to the school's board of directors.
- Voted Faculty Marshal and Professor of the Year, 2019

Savannah, Georgia

August 2014 to May 2020

August 2013 to July 2014

#### HOFSTRA UNIVERSITY DEANE SCHOOL OF LAW

*Visiting Professor*

- Planned and taught courses on business entities, contracts, corporate governance, and sustainability and business law.

Hempstead, New York

August 2010 to May 2013

#### UNIVERSITY OF FLORIDA LEVIN COLLEGE OF LAW

*Visiting Professor*

- Planned and taught courses on corporations, unincorporated business entities, and sustainability and business law.

Gainesville, Florida

August 2009 to May 2010

#### UNIVERSITY OF OREGON SCHOOL OF LAW

*Assistant Professor*

*Visiting Professor*

- Planned and taught courses on business entities, contracts, corporate governance, and employment law.
- Served on the curriculum, diversity, lectures and awards, library, judicial clerkship, and scholarships faculty committees, as faculty advisor to the *Oregon Law Review*, and as law school representative to the University Senate.
- Advised and judged corporate law, employment law, sales, entertainment law, tax, and negotiation moot court teams.
- Critiqued business entities and contracts questions for the Oregon State Board of Bar Examiners.

Eugene, Oregon

August 2003 to May 2010

August 2001 to May 2003

#### WILLAMETTE UNIVERSITY COLLEGE OF LAW

*Visiting Professor*

- Planned and taught courses on business entities, contracts, employment law, and sales.
- Coached the school's labor and employment law moot court team in a national competition.

Salem, Oregon

August 2000 to May 2001

#### WILLKIE FARR & GALLAGHER

*Associate*

- Drafted trial-level, appellate, and United States Supreme Court briefs involving arbitration, bankruptcy, contracts, corporations, employment, intellectual property, partnership, and securities law issues.
- Drafted pleadings, discovery requests and responses, and settlement agreements for pending litigations.
- Appeared and argued motions in federal and state courts.

New York, New York

October 1997 to July 2000

#### UNITED STATES DISTRICT JUDGE JOSEPH E. IRENAS

*Judicial Clerk*

- Assisted the judge in trials, hearings, arguments, and settlement conferences.
- Researched pending cases and motions and recommended dispositions for the judge's determination.
- Drafted court opinions and orders, bench memoranda, voir dire, and jury instructions.

Camden, New Jersey

August 1996 to August 1997

## OVERSEAS TRAINING CENTER

*English Teacher*

- Planned and taught English lessons at Japanese corporations, factories, and schools.

Tokyo, Japan  
September 1992 to July 1993

## EDUCATION

### UNIVERSITY OF PENNSYLVANIA LAW SCHOOL

Philadelphia, Pennsylvania

Juris Doctor, *cum laude*

May 1996

- Honors: Member, Order of the Coif
- Activities: Articles Editor and Board Member, *University of Pennsylvania Law Review*
- Externships: Philadelphia Volunteer Lawyers for the Arts  
Pennsylvania Department of Environmental Resources

### WILLIAMS COLLEGE

Williamstown, Massachusetts

Bachelor of Arts, *cum laude*, with departmental honors in political science

June 1992

- Political science major with a concentration in environmental studies

## PUBLICATIONS

### Book

- Course Materials and Teacher's Manual, *Sustainability & Business Law* (Carolina Academic Press 2017) (with Nancy Shurtz)

### Law Review Articles and Book Chapter

- Article, Veil Piercing in Georgia, 74 *Mercer Law Review* 39 (2022)
- Book Chapter, The History of Shareholder Primacy from Adam Smith Through the Rise of Financialism, in *Cambridge Handbook of Corporate Law, Corporate Governance, and Sustainability* 73 (Cambridge University Press 2020)
- Article, Shareholder Primacy and Corporate Compliance, 26 *Fordham Environmental Law Review* 450 (2015)
- Article, Chevron, Greenwashing, and the Myth of "Green Oil Companies," 2 *Washington & Lee Journal of Energy, Climate, and the Environment* 133 (2012) (with Miriam Cherry)
- Article, The Sustainable Corporation and Shareholder Profits, 46 *Wake Forest Law Review* 541 (2011)
- Article, Beyond Profit: Rethinking Corporate Social Responsibility After the BP Oil Disaster, 85 *Tulane Law Review* 983 (2011) (with Miriam Cherry)
- Article, Race to the Left: A Legislator's Guide to Greening a Corporate Code, 88 *Oregon Law Review* 491 (2009)
- Article, Green Is Good: Sustainability, Profitability, and a New Paradigm for Corporate Governance, 94 *Iowa Law Review* 987 (2009)
- Article, Soft Paternalism for Close Corporations: Helping Shareholders Help Themselves, 2008 *Wisconsin Law Review* 899, reprinted in 51 *Corporate Practice Commentator* 393 (2009) (peer reviewed)
- Article, Doing Well by Doing Good: Leveraging Due Care for Better, More Socially Responsible Corporate Decisionmaking, 3 *Corporate Governance Law Review* 438 (2007) (peer reviewed)
- Article, Merger Agreements, Termination Fees, and the Contract-Corporate Tension, 2002 *Columbia Business Law Review* 574

### Works in Progress

- Article, Judgments About Profits, 80 *The Business Lawyer* (forthcoming 2025) (peer reviewed)
- Article, On Purpose: Milton Friedman, Benefit Corporations, and the Future of Corporate Governance

### Other Publications

- Article, Green to the Core: A New Option for Oregon Corporations, *Oregon Business Lawyer* (Fall 2008)
- Article, Making Oregon the Delaware of Green Business, *The Long View* [Oregon State Bar Sustainable Future Section Newsletter] (Spring 2010)
- Comment, Black Rage and the Criminal Law, 143 *University of Pennsylvania Law Review* 2251 (1995)
- Various Posts as a Guest Blogger, Concurring Opinions (April 2010)

## PRESENTATIONS

- Panelist and Organizer, "Are Corporations and Financial Institutions Too Woke?" Southeastern Association of Law Schools Annual Conference, Ft. Lauderdale, Florida, July 21, 2024.
- Presenter, "On (Corporate) Purpose," Environmental, Energy, and Natural Resources Law Lecture Series, University of Houston Law Center, Houston, Texas, February 23, 2023.
- Panelist and Organizer, "Corporations as Political Actors," Southeastern Association of Law Schools Annual Conference, Destin, Florida, July 30, 2022.
- Presenter, "On (Corporate) Purpose," Touro Law Center, Central Islip, New York, February 8, 2022.
- Presenter, "The History of Shareholder Primacy," Cambridge Handbook Symposium on Corporate Law, Corporate Governance, and Sustainability, University of Oslo Faculty of Law, Oslo, Norway, March 12, 2018.
- Panelist, "Public Art as Provocateur," Copyright Society of the USA Midwinter Meeting, Savannah, Georgia, February 2, 2018.
- Presenter, "Ethical Challenges in Environmental Compliance," Appalachian Public Interest Environmental Law Conference, University of Tennessee College of Law, Knoxville, Tennessee, October 21, 2017.
- Panelist, "Environmental Protection and the Green Economy," Southeastern Association of Law Schools Annual Conference, Boca Raton, Florida, August 5, 2017.
- Panelist and Organizer, "Sustainability and Cross-Disciplinarity," Southeastern Association of Law Schools Annual Conference, Boca Raton, Florida, August 3, 2017.
- Panelist and Organizer, "Sustainability & Sustainable Business," Southeastern Association of Law Schools Annual Conference, Amelia Island, Florida, August 5, 2016.
- Guest Lecturer, "Censorship of Art and the First Amendment," Savannah College of Art & Design, Savannah, Georgia, February 16, 2016.
- Presenter, "Fair Use and Electronic Course Reserves," Association for Continuing Legal Education Mid-Year Conference, Savannah, Georgia, February 6, 2016.
- Presenter, "Socially Responsible Investment and Fiduciary Duties Ten Years After the Freshfields Report," Southeastern Association of Law Schools Annual Conference, Boca Raton, Florida, July 30, 2015.
- Presenter, "Socially Responsible Investment and Fiduciary Duties Ten Years After the Freshfields Report," Sustainable Finance Geneva, University of Geneva School of Economics and Management, Geneva, Switzerland, May 29, 2015.
- Presenter, "Corporate Law and Social Responsibility in American Firms," Philanthropy and Corporate Social Responsibility Conference, University of Geneva Faculty of Law, Geneva, Switzerland, May 28, 2015.
- Presenter, "The History of Shareholder Primacy from Adam Smith Through the Rise of Financialism," Visiting Speaker Series, University of Kentucky College of Law, Lexington, Kentucky, March 31, 2015.
- Presenter, "Shareholder Primacy and Corporate Compliance," 15th Northeast Florida Environmental Summit, Florida Coastal School of Law, Jacksonville, Florida, February 27, 2014.
- Presenter, "Shareholder Primacy and Corporate Compliance," *Fordham Environmental Law Review* Symposium, New York, New York, February 22, 2013.
- Presenter, "The History of Shareholder Primacy from Adam Smith Through the Rise of Financialism," Baruch College, Zicklin School of Business, New York, New York, November 16, 2012.
- Presenter, "The History of Shareholder Primacy from Adam Smith Through the Rise of Financialism," Pace University Law School Business Law Colloquium, White Plains, New York, February 28, 2012.
- Presenter, "The Myth and Reality of Green Business," *William & Mary Environmental Law & Policy Review* Symposium, Williamsburg, Virginia, January 28, 2012.
- Presenter, "The History of Shareholder Primacy from Adam Smith Through the Rise of Financialism," First International Sustainable Companies Conference, University of Oslo Faculty of Law, Oslo, Norway, August 30, 2011.
- Presenter, "The Sustainable Corporation and Shareholder Profits," *Wake Forest Law Review* Symposium, Winston-Salem, North Carolina, April 1, 2011.
- Presenter, "The Myth and Reality of Green Oil Companies," Washington & Lee University School of Law *Journal of Energy, Climate, and the Environment* Symposium, Lexington, Virginia, February 18, 2011.
- Presenter, "The BP Oil Spill as a Failure of Corporate Law," *Albany Law Review* Symposium, Albany, New York, October 14, 2010.
- Presenter, "The Corporate Dimension of Sustainability," University of Florida Levin College of Law Environmental Speaker Series, Gainesville, Florida, January 21, 2010.
- Panelist, "Corporate Fiduciary Duties, Governance, and Social Responsibility," Section on Socio-Economics, Association of American Law Schools Annual Meeting, New Orleans, Louisiana, January 6, 2010.
- Panelist, "Transforming Risk into Opportunity," *Oregon Law Review* Green Business Symposium, Portland, Oregon, April 3, 2009.
- Testimony in Support of House Bill 2829, Oregon House Sustainability and Economic Development Committee, Salem, Oregon, March 24, 2009.
- Co-Presenter (with Jennifer Howard-Grenville), "Sustainability Meets Profitability," University of Oregon School of

- Law Environment and Natural Resources Fireside Conversation Series, Eugene, Oregon, January 15, 2009.
- Presenter, "Green Is Good: Sustainability, Profitability, and a New Paradigm for Corporate Governance," Pace University Law School Faculty Colloquia Series, White Plains, New York, October 7, 2008.
- Presenter, "Soft Paternalism for Close Corporations," St. John's University School of Law Faculty Colloquia Series, Queens, New York, October 6, 2008.
- Presenter, "Soft Paternalism for Close Corporations," Rutgers-Camden School of Law Faculty Colloquia Series, Camden, New Jersey, September 8, 2008.
- Presenter, "Soft Paternalism for Close Corporations," University of Oregon School of Law Thinking Out Loud Series, Eugene, Oregon, February 11, 2008.
- Presenter, "Doing Well by Doing Good: Leveraging Due Care for Better, More Socially Responsible Corporate Decisionmaking," Canadian Law and Economics Association Annual Meeting, University of Toronto Faculty of Law, Toronto, Canada, September 28, 2007.
- Presenter, "Restrictive Covenants and Related Issues in Oregon," Oregon Judicial Department Regional Conference, Eugene, Oregon, February 23, 2007.
- Presenter, "Doing Well by Doing Good: Leveraging Due Care for Better, More Socially Responsible Corporate Decisionmaking," Willamette Valley Junior Law Faculty Workshop, Salem, Oregon, February 15, 2007.
- Presenter, "Corporate Law and the Environment," University of Oregon School of Law Environment and Natural Resources Fireside Conversation Series, Eugene, Oregon, February 7, 2007.
- Panelist, "Post-Enron Ethics and the Business Lawyer," Business Innovation & Law Conference 2004, Portland, Oregon, October 1, 2004.
- Presenter, "Attorney Ethics After Enron," Schwabe, Williamson & Wyatt Retreat, Sunriver, Oregon, September 18, 2004.
- Panelist, "Mutual Fund or Your Mattress? What's Right and What's Wrong with Mutual Funds," University of Oregon Lundquist College of Business, Eugene, Oregon, December 5, 2003, and Portland, Oregon, January 28, 2004.
- Presenter (with Edward McAniff), "Sarbanes-Oxley § 307 and Worst-Case Planning," University of Oregon School of Law, Eugene, Oregon, April 24, 2003.
- Panelist (with Rep. Darlene Hooley and Portland business leaders), "Restoring Confidence in Corporate America," Lake Oswego, Oregon, April 23, 2003.
- Presenter, "Contracts in Breach of Directors' Fiduciary Duties," University of Oregon School of Law, Eugene, Oregon, November 18, 2002.
- Presenter, "Termination Fees and the Corporate-Contract Tension," University of Oregon School of Law, Eugene, Oregon, November 19, 2001.
- Presenter, "Termination Fees and the Corporate-Contract Tension," Seattle University School of Law, Seattle, Washington, November 12, 2001.

#### ADDITIONAL INFORMATION

Bar Admission: New York

Memberships: American Inns of Court; Phi Alpha Delta Law Fraternity; Oregon Lawyers for a Sustainable Future—Corporate Governance Workgroup

Other service: Outside reviewer/referee for Cambridge University Press, Routledge, Aspen/Wolters-Kluwer, *European Journal of Development Research*, *Journal of Environmental Management*, *Legal Studies*, and *Utrecht Journal of International & European Law*

Interests: Squash, jazz, opera, zymurgy, and cooking. Crossed the United States by bicycle.

DONNA GARBARINO SCHWAB

**PROFESSIONAL SUMMARY:**

Full-time, tenure track law professor (2 years) and adjunct professor (9 ½ years) at Southern University Law Center primarily focusing on teaching Federal Jurisdiction and Louisiana Civil Law. Accomplished advocate in civil litigation matters for over thirty-five (35) years with experience in both federal and state court at the district and appellate levels.

**WORK EXPERIENCE:**

Southern University Law Center – Full-time Tenure Track Professor (Fall 2022-Present) Adjunct Professor (2013-Aug. 2022). Primarily teaches Federal Jurisdiction and Procedure and Louisiana Civil Procedure I and II. Also, she taught Basic Federal Civil Procedure, Trial Advocacy, Evidence, Advanced Federal Jurisdiction, Advanced Legal Writing, Professionalism and Matrimonial Regimes. Additionally, she taught Pre-Law courses in Basic Federal Civil Procedure and/or Legal Writing and Analysis for seven (7) years. Further, she serves as the Phi Alpha Delta SULC advisor and has coached the SULC mock trial teams in the Phi Alpha Delta national competition for the years of 2019, 2023 and 2024. She worked with each participant on their presentations prior to the event and during preparation for the event at Arlington, VA. She has also served as coach, under the supervision of AVC Shenequa Grey, for two SULC Honors Board of Advocates teams that competed in the National Trial Advocacy Competition in Detroit. Recently, she was added as a New Scholar of the Southeastern Association of Law Schools and at the 2024 SEALS Conference presented her next paper entitled *Statute of Repose v. Peremption? An Analysis of What Works and What Does Not in Common Law and Civil Law*. (Work-in-progress).

Attorney at Law - Law practice has included general civil litigation, as well as personal injuries matters for both plaintiff and defense. Experience in all aspects of litigation from inception of lawsuit, pre-trial discovery, motion practice, and trial through appeal. Practice has included extensive courtroom experience at both the trial and appellate levels.

FDIC Litigation - Extensive experience handling complex, document-intensive litigation for the Federal Deposit Insurance Corporation (FDIC) and the Resolution Trust Company (RTC) involving bond claims, director and officer liability suits, and other professional liability matters. Work consisted of the initial investigation and analysis of financial institutions, as well as pre-trial discovery and taking of numerous depositions of both expert and lay witnesses and trial preparation.

Managing Attorney - Louisiana Homebuilders' Association General Liability Trust. (2014-Aug. 2022) Responsibilities include managing the staff and files of the law firm for the Louisiana Homebuilders' Association General Liability Trust, which provides indemnification (general liability) coverage for homebuilders throughout the State of Louisiana. This work

includes ensuring the litigation progresses in a timely manner. My duties include conducting discovery, engaging in motion practice, and participating in trial and appeal. Also included is extensive mediation and negotiation of settlements. Additionally, as Managing Attorney for the law firm, I work closely with the Board of Directors for the General Liability Trust, attending the Board meetings and updating them on matters concerning the law firm. Together, we work to set the direction of the law firm for the benefit of the builders and the Trust. Moreover, I apprise the clients about the status of any pending matters in which they may be involved and maintain close relationships.

Hebert, Spencer, Cusimano & Fry, L.L.C. - Handled general litigation matters, primarily plaintiff, for firm that included drafting of pleadings, motion practice, pre-trial discovery, legal research, and courtroom appearances. Also, drafted wills and related estate planning matters.

Contract Brief Writing - Preparation of motions, exceptions, and supporting and opposing memoranda in both State and Federal Court. Additionally, wrote appellate briefs and Motions to Remand in Federal Court.

Glusman, Broyles & Glusman - Handled all types of litigation, primarily insurance defense, in both district and appellate court. Also, numerous depositions involving asbestos litigation were done. Performed some collections and handled bankruptcy matters.

Donna Garbarino Schwab, A.P.L.C. - Had a general practice with litigation, primarily plaintiff, but did handle some defense matters. Much of the practice involved litigation with the FDIC and RTC as minority counsel, as described above.

Law Clerk (Contract) and Staff Attorney—First Circuit Court of Appeal - Served as law clerk for two Louisiana Circuit Appellate Judges. Responsibilities included in-depth legal research, interaction with judges concerning opinions, and writing civil and criminal decisions. As Staff Attorney, I conducted extensive research and writing of criminal opinions for all judges of the Court. Work also included handling criminal and civil writ applications.

Clerkship-Louisiana 19<sup>th</sup> Judicial District Court— Served as a law clerk for district judge. Responsible for assisting the Judge in preparing for motions, trials, and all matters relating to his judgeship. Extensive legal research performed and writing of opinions.

#### EDUCATION:

Loyola School of Law, New Orleans, LA - Juris Doctor.

Louisiana State University, Baton Rouge, LA - Master of Journalism and Arts, Journalism, minor in Speech.

Louisiana State University, Baton Rouge, LA - Bachelor of Science, English Education, minor in Journalism.

#### PROFESSIONAL AFFILIATIONS:

Louisiana State Bar Association:

Past Assistant Bar examiner, Successions for 15+ years

Young Lawyers Section of the Louisiana Bar Association, former Baton Rouge area representative Louisiana Disciplinary Council, former Probation Mentor



Admitted to practice in all Louisiana state courts, the United States Middle District of Louisiana, and the United States Western District of Louisiana.

Baton Rouge Bar Association:

Baton Rouge Bar Association, past CLE Committee member

Law Day Volunteer

Mock Trial Coach Volunteer - St. Joseph's High School and University Laboratory School

#### PUBLICATIONS:

*The Lost Art of Diplomacy* The Baton Rouge Lawyer.

*Prescription, Peremption, and the Relation Back Theory: Breathing Life into Dead Claims*, La. Law. Rev., Volume 85. (Forthcoming).

*Statute of Repose v. Peremption? An Analysis of What Works and What Does Not in Common Law and Civil Law.* (Work-in-progress).

#### PRESENTATIONS:

Presented my ideas for my article *Prescription, Peremption, and the Relation Back Theory: Breathing Life into Dead Claims* at Tulane University Law School's Bayou Writing Workshop and received helpful comments from professors from all of the Louisiana law schools.

Presented the research for my article *Prescription, Peremption, and the Relation Back Theory: Breathing Life into Dead Claims* at the Louisiana Civil Law Roundtable. After my presentation, I was asked by Professor Melissa Lonegrass to serve as a Southeastern Association of Law School's (SEALS) New Scholar in the Civil Law division. Professor Lonegrass also agreed to mentor me in my work on my next article which will compare Louisiana peremption with the statute of repose in Texas, Florida and one other state, not yet determined.

Presented my completed article entitled *Prescription, Peremption, and the Relation Back Prescription, Peremption, and the Relation Back Theory: Breathing Life into Dead Claims*, Loyola Law School Kathryn Venturatos Lorio Emerging Scholars Program.

Presented my upcoming article at the 2024 SEALS Conference entitled *Statute of Repose v. Peremption? An Analysis of What Works and What Does Not in Common Law and Civil Law* which focuses on a comparison between peremption under Louisiana civil law and the statute of repose found in common law jurisdictions. The research began this summer and is ongoing, however, the writing of the article has begun.

Presented my proposed "next" article at the SEALS conference to receive ideas and criticisms of the project I would like to work on next year. It is a proposed supplement to the federal casebook which presents the law on diversity jurisdiction, supplemental jurisdiction and removal jurisdiction.

#### SKILLS:

Legal Analysis and Statutory Interpretation

Oral and Written Communication  
Teaching Law  
Legal Research  
Teamwork  
Adaptability  
Trained Mediator, Mediation and Conflict Resolution  
Time Management  
Public Speaking and Presentations

**SOFTWARE AND VIRTUAL INSTRUCTION:**

LiveText  
A+ Attendance  
Canvas  
Zoom  
ExamSoft  
Westlaw  
Amicus  
Microsoft - Outlook, Excel, PowerPoint, and Word

**COMMUNITY SERVICE AND INTERESTS:**

Heritage Ranch - Former Board Member  
Member First Presbyterian Church for 30 years, Sunday School Teacher  
Global Mission Committee Member  
Past Volunteer, Buchanan Elementary - Teacher Support  
Mission trips to Romania for 17 years; mission trip to Mexico  
Prior Bible Study Fellowship — Children's leader  
Past Member, Rotary Club - served on the Foundation Committee and the Speaker Committee  
Sponsor, Rotaract  
Married 39 years and mother of three children

**POLICY  
NUMBER  
6-008**



**POLICY TITLE**  
***Agreements and Contracts Policy***

**POLICY NUMBER**  
***6-008***

|                                                                                          |                                               |
|------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>Responsible Unit:</b><br><i>Office of General Counsel</i>                             | <b>Effective Date:</b><br><i>11/29/2024</i>   |
| <b>Responsible Official:</b><br><i>General Counsel and Campus Purchasing Departments</i> | <b>Last Reviewed Date:</b><br><i>N/A</i>      |
| <b>Policy Classification:</b><br><i>Governance</i>                                       | <b>Origination Date:</b><br><i>10/21/2022</i> |

**I. POLICY STATEMENT AND RATIONALE**

This policy is to enable the Southern University System to achieve uniformity in its contracting practices and assist with more effective and efficient management of the System's agreements. This policy will also ensure compliance with the Louisiana Procurement Code and the Louisiana Code of Governmental Ethics.

**II. POLICY SCOPE AND AUDIENCE**

This policy applies to all employees, personnel, offices, departments, and institutions under the Southern University System, and any agreements, including but not limited to, contracts and memoranda of understanding, in which the Southern University System or its institutions is a party. Effective upon adoption by the Board, this policy will immediately apply to all contracts under consideration and not executed prior to the effective date. Notwithstanding the foregoing and subsequent to the adoption of this policy, the Board may direct outside counsel(s) to review any contracts and/or agreements described herein.

Any and all resolutions, policies, orders, and directives adopted or enacted by the Board which are in conflict with any section of this policy are repealed and superseded by this policy, except those resolutions authorized by the Board subsequent to this policy.

**III. POLICY COMPLIANCE**

Violations or failure to adhere to this policy may result in action under the appropriate handbook for faculty and staff, including termination, legal or ethical sanctions under Louisiana laws, or personal liability for the contractual obligations.

#### **IV. POLICY DEFINITIONS**

Agreements: A mutual understanding between two or more parties about their relative rights and duties regarding past, present, or future performances. Agreements include, but are not limited to, contracts, non-disclosure agreements, assignments, material transfer agreements, sale or donation of University goods or services, agreements that set terms for acceptance of gifts, intellectual property transactions, agreements for the purchase or rental of goods and services, leases, liability waivers/releases, settlement of disputes, licenses, student or faculty exchange agreements, memoranda/letters of understanding or cooperation, memoranda of agreement, binding letters of intent, facility access agreements, vending/supply agreements, athletic agreements, affiliation agreements, regulatory filings, employment contracts, instructional agreements, educational testing or testing preparation agreements, inter-agency or inter-institutional agreements, professional service or consulting agreements, speaker/performer engagement agreements, software license/maintenance/development agreements, cooperative endeavor agreements, contracts with hotels, convention centers, or other facilities which require written agreement, and assignment of the right of a party to use the University's names, logos, trademarks, or resources.

Bylaws and Regulations: The Bylaws and Regulations of the Board of Supervisors of Southern University and Agricultural and Mechanical College.

#### **V. POLICY IMPLEMENTATION PROCEDURES**

**Employees should not sign any agreements on behalf of the Southern University System or its institutions unless the employee is delegated written signing authority and the agreement has been reviewed through the proper review procedure below.**

##### **A. Review Procedures**

###### **1. Purchasing Department**

- i. All agreements where the University will expend funds, regardless of whether the funds are housed at the University or a Board-authorized affiliated nonprofit organization, including but not limited to, professional services contracts, software licenses with an associated cost, and agreements associated with requisitions, shall be routed through the procedures established by each campus's Purchasing Department, then the agreements shall be reviewed by the Office of General Counsel as outlined below in Section 2(ii) with an indication that the agreement was been routed through the Purchasing Department.

###### **2. Office of General Counsel**

- i. All agreements that would not be handled by the Purchasing Department must be reviewed by the Office of General Counsel. These agreements include, but are not limited to, memoranda of understanding, cooperative endeavor agreements, non-disclosure agreements, affiliations agreements, employment contracts, athletic game contracts, research agreements, and no-cost licensing agreements.
- ii. Agreements for review by the Office of General Counsel shall be emailed to [SUS.Contracts@sus.edu](mailto:SUS.Contracts@sus.edu) in Word (preferred) or PDF format at least 10 business days before the review needs to be completed.
  1. The email shall contain the following:
  2. Agreement in Word (preferred) or PDF format;
  3. Name, email address, and telephone number for the department contact for the agreement; and
  4. Whether the agreement is a renewal of, amendment or modification to, or associated with an existing agreement. If yes, the existing agreement must be included in the email.

## **B. Approval and Signing Authority**

Except as otherwise provided in the Bylaws and Regulations, all agreements and contracts must be made in accordance with the following provisions:

### **1. Actions Requiring Board Approval**

The following actions shall require approval of the Board of Supervisors with signing authority delegated to the President:

- i. Agreements and contracts, with the exception of grants, with a value greater than \$300,000.00.

### **2. Actions Requiring Presidential Approval**

The following actions shall require approval of the President with signing authority delegated to the President:

- i. Agreements and contracts, with the exception of grants, with a value at or below \$300,000.00 and at or above \$75,000.00.
- ii. Professional service contracts with a value at or above \$75,000.00.

### **3. Actions Requiring Chancellor Approval**

The following actions shall require approval of the Chancellor, or his/her designee, with signing authority delegated to the Chancellor, or his/her designee:

- i. Agreements and contracts, with the exception of grants, with a value under \$75,000.00.
- ii. Professional service contracts with a value under \$75,000.00.

### **C. Grants**

1. All grants must be reviewed by the Office of General Counsel through the procedure outlined above.
2. Grants with a value under \$1,000,000.00 shall require approval of the Chancellor, or his/her designee, with signing authority delegated to the Chancellor, or his/her designee.
3. Grants with a value of \$1,000,000.00 or more shall require approval of the President, or his/her designee, with signing authority delegated to the Chancellor, or his/her designee.

### **D. Duties of the President**

1. The President, or his/her designee, is authorized to negotiate on terms and conditions all agreements for the Southern University System and its institutions.
2. The President is given the power and authority to do all things necessary to implement, maintain, amend, or renew agreements for the Southern University System and its institutions.

## **VI. POLICY RELATED INFORMATION**

- Louisiana Procurement Code (La. R.S. 39:1551, et seq.)
- Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.)
- All agreements must be in compliance with La. R.S. 39:1624, La. R.S. 42:1111, and La. R.S. 42:1112.
- Purchasing Department Guidelines for each campus

## **VII. POLICY HISTORY AND REVIEW CYCLE**

The Office of General Counsel and each campus's Purchasing Department will be charged with implementing this policy.

This policy replaces and supersedes any previous policies on agreements, including but not limited to, contracts and memoranda of understanding, and is subject to a five-year review cycle.

## **VIII. POLICY URL**

The approved policy will be posted on the Southern University System website under Board Policies at [www.sus.edu](http://www.sus.edu).

## **IX. POLICY APPROVAL**

The effective date of this policy is determined by the approval date of the President-Chancellor of the Southern University and A&M College System and the Board of Supervisors of the Southern University and A&M College System.

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***Dennis J. Shields***  
*President*                      *, Southern University and A&M College System*

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***Effective Date of Policy***

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***The Honorable Myron K. Lawson***  
*Chair – Southern University System Board of Supervisors*

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***Effective Date of Policy***





**POLICY TITLE**  
***Agreements and Contracts Policy***

**POLICY NUMBER**  
**6-008**

|                                                                                          |                                                            |
|------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Responsible Unit:</b><br><i>Office of General Counsel</i>                             | <b>Effective Date:</b><br><del>10/31/2023</del> 11/29/2024 |
| <b>Responsible Official:</b><br><i>General Counsel and Campus Purchasing Departments</i> | <b>Last Reviewed Date:</b><br>N/A                          |
| <b>Policy Classification:</b><br><i>Governance</i>                                       | <b>Origination Date:</b><br>10/21/2022                     |

**I. POLICY STATEMENT AND RATIONALE**

This policy is to enable the Southern University System to achieve uniformity in its contracting practices and assist with more effective and efficient management of the System's agreements. This policy will also ensure compliance with the Louisiana Procurement Code and the Louisiana Code of Governmental Ethics.

**II. POLICY SCOPE AND AUDIENCE**

This policy applies to all employees, personnel, offices, departments, and institutions under the Southern University System, and any agreements, including but not limited to, contracts and memoranda of understanding, in which the Southern University System or its institutions is a party. Effective upon adoption by the Board, this policy will immediately apply to all contracts under consideration and not executed prior to the effective date. Notwithstanding the foregoing and subsequent to the adoption of this policy, the Board may direct outside counsel(s) to review any contracts and/or agreements described herein.

Any and all resolutions, policies, orders, and directives adopted or enacted by the Board which are in conflict with any section of this policy are repealed and superseded by this policy, except those resolutions authorized by the Board subsequent to this policy.

**III. POLICY COMPLIANCE**

Violations or failure to adhere to this policy may result in action under the appropriate handbook for faculty and staff, including termination, legal or ethical sanctions under Louisiana laws, or personal liability for the contractual obligations.

#### **IV. POLICY DEFINITIONS**

Agreements: A mutual understanding between two or more parties about their relative rights and duties regarding past, present, or future performances. Agreements include, but are not limited to, contracts, non-disclosure agreements, assignments, material transfer agreements, sale or donation of University goods or services, agreements that set terms for acceptance of gifts, intellectual property transactions, agreements for the purchase or rental of goods and services, leases, liability waivers/releases, settlement of disputes, licenses, student or faculty exchange agreements, memoranda/letters of understanding or cooperation, memoranda of agreement, binding letters of intent, facility access agreements, vending/supply agreements, athletic agreements, affiliation agreements, regulatory filings, employment contracts, instructional agreements, educational testing or testing preparation agreements, inter-agency or inter-institutional agreements, professional service or consulting agreements, speaker/performer engagement agreements, software license/maintenance/development agreements, cooperative endeavor agreements, contracts with hotels, convention centers, or other facilities which require written agreement, and assignment of the right of a party to use the University's names, logos, trademarks, or resources.

Bylaws and Regulations: The Bylaws and Regulations of the Board of Supervisors of Southern University and Agricultural and Mechanical College.

#### **V. POLICY IMPLEMENTATION PROCEDURES**

**Employees should not sign any agreements on behalf of the Southern University System or its institutions unless the employee is delegated written signing authority and the agreement has been reviewed through the proper review procedure below.**

##### **A. Review Procedures**

###### **1. Purchasing Department**

- i. All agreements where the University will expend funds, regardless of whether the funds are housed at the University or a Board-authorized affiliated nonprofit organization, including but not limited to, professional services contracts, software licenses with an associated cost, and agreements associated with requisitions, shall be routed through the procedures established by each campus's Purchasing Department, then the agreements shall be reviewed by the Office of General Counsel as outlined below in Section 2(ii) with an indication that the agreement was been routed through the Purchasing Department.

###### **2. Office of General Counsel**

- i. All agreements that would not be handled by the Purchasing Department must be reviewed by the Office of General Counsel. These agreements include, but are not limited to, memoranda of understanding, cooperative endeavor agreements, non-disclosure agreements, affiliations agreements, employment contracts, athletic game contracts, research agreements, and no-cost licensing agreements.
- ii. Agreements for review by the Office of General Counsel shall be emailed to [SUS.Contracts@sus.edu](mailto:SUS.Contracts@sus.edu) in Word (preferred) or PDF format at least 10 business days before the review needs to be completed.
  1. The email shall contain the following:
  2. Agreement in Word (preferred) or PDF format;
  3. Name, email address, and telephone number for the department contact for the agreement; and
  4. Whether the agreement is a renewal of, amendment or modification to, or associated with an existing agreement. If yes, the existing agreement must be included in the email.

**B. Approval and Signing Authority**

Except as otherwise provided in the Bylaws and Regulations, all agreements and contracts must be made in accordance with the following provisions:

**1. Actions Requiring Board Approval**

The following actions shall require approval of the Board of Supervisors with signing authority delegated to the President:

- i. Agreements and contracts, with the exception of grants, with a value greater than \$300,000.00.

**2. Actions Requiring Presidential Approval**

The following actions shall require approval of the President with signing authority delegated to the President:

- i. Agreements and contracts, with the exception of grants, with a value at or below \$300,000.00 and at or above \$75,000.00.
- ii. Professional service contracts with a value at or above \$75,000.00.

**3. Actions Requiring Chancellor Approval**

The following actions shall require approval of the Chancellor, or his/her designee, with signing authority delegated to the Chancellor, or his/her designee:

- i. Agreements and contracts, with the exception of grants, with a value under \$75,000.00.
- ii. Professional service contracts with a value under \$75,000.00.

### **C. Grants**

1. All grants must be reviewed by the Office of General Counsel through the procedure outlined above.
2. Grants with a value under \$1,000,000.00 shall require approval of the Chancellor, or his/her designee, with signing authority delegated to the Chancellor, or his/her designee.
3. Grants with a value of \$1,000,000.00 or more shall require approval of the President, or his/her designee, with signing authority delegated to the Chancellor, or his/her designee.

### **C.D. Duties of the President**

1. The President, or his/her designee, is authorized to negotiate on terms and conditions all agreements for the Southern University System and its institutions.
2. The President is given the power and authority to do all things necessary to implement, maintain, amend, or renew agreements for the Southern University System and its institutions.

## **VI. POLICY RELATED INFORMATION**

- Louisiana Procurement Code (La. R.S. 39:1551, et seq.)
- Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.)
- All agreements must be in compliance with La. R.S. 39:1624, La. R.S. 42:1111, and La. R.S. 42:1112.
- Purchasing Department Guidelines for each campus

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## **VII. POLICY HISTORY AND REVIEW CYCLE**

The Office of General Counsel and each campus's Purchasing Department will be charged with implementing this policy.

This policy replaces and supersedes any previous policies on agreements, including but not limited to, contracts and memoranda of understanding, and is subject to a five-year review cycle.

## **VIII. POLICY URL**

The approved policy will be posted on the Southern University System website under Board Policies at [www.sus.edu](http://www.sus.edu).

## **IX. POLICY APPROVAL**

The effective date of this policy is determined by the approval date of the President-Chancellor of the Southern University and A&M College System and the Board of Supervisors of the Southern University and A&M College System.

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**Dennis J. Shields**  
*President-Chancellor, Southern University and A&M College System*

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**Effective Date of Policy**

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**The Honorable ~~Edwin M. Shorty Jr.~~ Myron K. Lawson**  
**Effective Date of Policy**  
*Chair – Southern University System Board of Supervisors*

**POLICY  
NUMBER  
7-008**



**POLICY TITLE**  
*Uniformed Personnel Actions Policy*

**POLICY NUMBER**  
*7-008*

|                                                                      |                                                 |
|----------------------------------------------------------------------|-------------------------------------------------|
| <b>Responsible Unit:</b><br><i>Office of Human Resources</i>         | <b>Effective Date:</b><br><i>11/29/2024</i>     |
| <b>Responsible Official:</b><br><i>Chief Human Resources Officer</i> | <b>Last Reviewed Date:</b><br><i>10/21/2022</i> |
| <b>Policy Classification:</b><br><i>Human Resources</i>              | <b>Origination Date:</b><br><i>11/28/2008</i>   |

**I. POLICY STATEMENT AND RATIONALE**

The Southern University System (“SUS”) has formulated the following policy to provide operational guidelines for the appropriate delegation of authority to approve various personnel actions by its Board of Supervisors (Board), System President, and Chancellors.

The purpose of this policy is to create uniform personnel procedures for the SUS in accordance with the provisions of Article VII, Chapter II, and Chapter III of the Bylaws and Regulations. This Uniform Personnel Actions Policy delineates the specific and express delegations of authority by the Board to the System President and Chancellors to execute certain types of personnel actions.

This delegation of authority may be amended or revoked at any time.

**II. POLICY SCOPE AND AUDIENCE**

This policy applies to all personnel actions of SUS.

**III. POLICY COMPLIANCE**

Failure to adhere to the policy may result in actions under the appropriate Handbook for faculty and staff.

**IV. POLICY DEFINITIONS**

Bylaws and Regulations: The Bylaws and Regulations of the Board of Supervisors of Southern University and Agricultural and Mechanical College.

Compensation: For purposes of this policy, “compensation” base salary The term does not include royalty, licensing, or other payments made pursuant to the SUS’s intellectual property policies.

## **V. POLICY IMPLEMENTATION PROCEDURES**

Except as otherwise provided in the Bylaws and Regulations, all personnel actions shall be made in accordance with the following provisions:

### **A. Personnel Actions Requiring Board Approval**

The following personnel actions shall require approval by the SUS Board of Supervisors:

1. Any action which would result in an employee earning total annual compensation in the amount of One Hundred Thousand Dollars (\$100,000) or more, from all sources.
2. Appointment of and compensation for the President, System Vice Presidents, all chancellors or equivalents, and all positions of dean or equivalent and above, including amendments to or extensions of appointment agreements and increases or decreases in compensation.
3. Head Coach and Athletic Director contracts and amendments, thereto, provided that the President shall have the authority to approve any non-substantial amendments.
4. Leave without pay for one (1) year or more or special leave with any pay or benefits for thirty (30) days or more within any twelve (12) month period, except for any action which an employee is entitled to under the Family and Medical Leave Act of 1993, as amended.
5. Conferring emeritus status on any person with less than ten (10) years of service to the university or with titles other than professor.

### **B. Personnel Actions Requiring Presidential Approval**

The following personnel actions shall require approval by the President, which authority may not be further delegated.

1. Any action which would result in an employee earning a total annual compensation of Sixty Thousand Dollars (\$60,000.00) to Ninety-Nine Thousand, Nine Hundred Ninety-Nine and 99/100 Dollars (\$99,999.99) from all sources.
2. Any action which would allow for a delay in review for tenure beyond the period of time established by SUS policy or in the employee’s appointment letter.
3. General pay plans, including across-the-board pay raises which are granted to all or substantially all of the employees of a campus or institution.
4. Any other personnel action which the President determines should be reviewed at the System level. Such determinations may be made individually or be established for the System as a



whole, for individual campuses or institutions, or for classes of employees either across the System or at specific campuses or institutions.

5. All civil service positions.

### **C. Personnel Actions Requiring Chancellor Approval**

The following personnel actions shall require approval by the Chancellors:

1. Any action which would result in an employee earning total annual base compensation up to, but not more than, Sixty Thousand Dollars (\$60,000) from all sources.
2. Title changes.
3. Hiring of adjunct faculty.
4. Employment status changes from a nine (9) month to a twelve (12) month or twelve (12) month to a nine (9) month position.
5. Any action which an employee is entitled to under the Family and Medical Leave Act of 1993, as amended, or a medical leave.

### **D. General Guidelines for All New Personnel Actions**

All salaries must conform and align with the position title and guidelines presented by the institution's Director for Human Resources.

All personnel actions must adhere to the Human Resources process and be preceded by a formal conditional offer letter.

Unauthorized hires are prohibited. Employees must complete the new hire process before commencing work.

### **E. Personnel Actions which may be delegated by the President**

Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, as he/she deems to be in the best interests of the SUS, provided such actions are taken in accordance with the requirements for form and reporting set forth in Sections E and F of this policy.

### **F. Form of Letters of Appointment and Similar Agreements**

All letters of appointment, contracts of employment, or other written employment agreements between the SUS and any of its employees containing any special provisions not provided for in written general policy, shall either (i) use only the language prescribed for such agreements by the President in a standardized template or form (which is encouraged); or (ii) be approved as to form and legal sufficiency by the General Counsel prior to being signed.

## **G. Reporting**

All personnel actions shall be reported to the President and the Board in a format prescribed by the President after consultation with the Board.

## **H. Miscellaneous**

1. In the event of any conflict between the provisions of Chapter II and Chapter III and any other provisions of the *Regulations* of the Board of Supervisors, the provisions of Chapter II than Chapter III shall control.
2. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

## **VI. POLICY RELATED INFORMATION**

- Article VII, Chapter II, and Chapter III of the Bylaws and Regulations
- Family and Medical Leave Act of 1993, as amended
- Americans with Disabilities Act of 1990, as amended

## **VII. POLICY HISTORY AND REVIEW CYCLE**

The Office of Human Resources will be charged with implementing this Policy.

This Policy replaces the current Uniformed Personnel Policy with an origination date of 11/28/08 and is subject to a five-year policy review cycle.

## **VIII. POLICY URL**

The approved policy will be posted on the Southern University System website under Board Policies at [www.sus.edu](http://www.sus.edu).

## **IX. POLICY APPROVAL**

The effective date of this policy is determined by the approval date of the President-Chancellor of the Southern University and A&M College System and the Board of Supervisors of the Southern University and A&M College System.

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***Dennis J. Shields***  
*President-Chancellor, Southern University and A&M College System*

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***Effective Date of Policy***

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***The Honorable Myron K. Lawson***  
*Chair - Southern University System Board of Supervisors*

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***Effective Date of Policy***



**POLICY TITLE**  
*Uniformed Personnel Actions Policy*

**POLICY NUMBER**  
*7-008*

|                                                                                                                     |                                                                             |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Responsible Unit:</b><br><i>Office of Human Resources</i>                                                        | <b>Effective Date:</b><br><del>10/11/21</del> <u>11/29/2022</u> <u>2024</u> |
| <b>Responsible Official:</b><br><del>Associate Vice President</del> <u>Chief for Human Resources</u> <u>Officer</u> | <b>Last Reviewed Date:</b><br>10/21/2022                                    |
| <b>Policy Classification:</b><br><i>Human Resources</i>                                                             | <b>Origination Date:</b><br>11/28/2008                                      |

**I. POLICY STATEMENT AND RATIONALE**

The Southern University System (“SUS”) has formulated the following policy to provide operational guidelines for the appropriate delegation of authority to approve various personnel actions by its Board of Supervisors (Board), System President, and Chancellors.

The purpose of this policy is to create uniform personnel procedures for the SUS in accordance with the provisions of Article VII, Chapter II, and Chapter III of the Bylaws and Regulations. This Uniform Personnel Actions Policy delineates the specific and express delegations of authority by the Board to the System President and Chancellors to execute certain types of personnel actions.

This delegation of authority may be amended or revoked at any time.

**II. POLICY SCOPE AND AUDIENCE**

This policy applies to all personnel actions of SUS ~~faculty and staff.~~

**III. POLICY COMPLIANCE**

Failure to adhere to the policy may result in actions under the appropriate Handbook for faculty and staff.

**IV. POLICY DEFINITIONS**

Bylaws and Regulations: The Bylaws and Regulations of the Board of Supervisors of Southern University and Agricultural and Mechanical College.

Compensation: For purposes of this policy, “compensation” ~~includes all income covered on any check issued (or electronic transmittal) by the SUS for any compensation purposes as well as all income from other sources, including affiliated foundations, paid as compensation for work done on behalf of the SUS or pursuant to an employment agreement with the SUS.~~ base salary The term does not include royalty, licensing, or other payments made pursuant to the SUS’s intellectual property policies.

## V. POLICY IMPLEMENTATION PROCEDURES

Except as otherwise provided in the Bylaws and Regulations, all personnel actions shall be made in accordance with the following provisions:

### A. Personnel Actions Requiring Board Approval

The following personnel actions shall require approval by the SUS Board of Supervisors:

- ~~1.~~ Any action, which would result in an employee earning total annual compensation in the amount of Sixty One Hundred Thousand Dollars (~~\$60~~100,000) or more, from all sources, ~~both public and authorized private.~~
- 1.
2. Appointment of and compensation for the President, System Vice Presidents, all chancellors or equivalents, and all positions of dean or equivalent and above, including amendments to or extensions of appointment agreements and increases or decreases in compensation.
- ~~3.~~ Educational leave and sabbatical leave in excess of three (3) months during any twelve (12) month period.
- ~~4.~~ Termination of tenured faculty.
- ~~5.~~3. Head Coach and Athletic Director contracts and amendments, thereto, provided that the President shall have the authority to approve any non-substantial amendments.
- ~~6.~~4. Leave without pay for one (1) year or more or special leave with any pay or benefits for thirty (30) days or more within any twelve (12) month period, except for any action which an employee is entitled to under the Family and Medical Leave Act of 1993, as amended, ~~or a medical leave for thirty (30) days or more.~~
- ~~7.~~ Either appointment or making any change in status which would result in an employee gaining indeterminate tenure or “rolling tenure” (i.e., rolling term).
- ~~8.~~ Appointment to any designated chair or professorship.
- 5.
- ~~9.~~6. Conferring emeritus status on any person with less than ten (10) years of service to the university or with titles other than professor.

~~10. Awarding any honorary degree.~~

## **B. Personnel Actions Requiring Presidential Approval**

The following personnel actions shall require approval by the President, which authority may not be further delegated.

1. Any action which would result in an employee earning a total annual compensation ~~from Fifty Thousand Dollars (\$50,000.00) to of Sixty thousand Thousand Dollars (\$60,000.00) to Ninety-Nine Thousand, Nine Hundred Ninety-Nine and 99/100 Dollars (\$99,999.99) –from all sources, both public and authorized private.~~
2. ~~The creation of any new position at the level of Vice President, Chancellor or equivalent and all positions of dean or equivalent, including directors and chairs earning \$50,000 to \$60,000.00.~~
- 3.2. Any action which would allow for a delay in review for tenure beyond the period of time established by SUS policy or in the employee’s appointment letter.
4. ~~Conferring emeritus titles not required to be approved by the Board.~~
5. ~~Re appointment of any person who is to receive during employment with the SUS any retirement benefits from any Louisiana public employee retirement system or plan.~~
- 6.3. General pay plans, including across-the-board pay raises which are granted to all or substantially all of the employees of a campus or institution.
4. Any other personnel action which the President determines should be reviewed at the System level. Such determinations may be made individually or be established for the System as a whole, for individual campuses or institutions, or for classes of employees either across the System or at specific campuses or institutions.

~~7.5. All civil service positions.~~

~~Hiring of all full-time faculty as required to fill faculty vacancies up the salary level of Seventy-five thousand dollars (\$75,000.00).~~

## **C. Personnel Actions Requiring Chancellor Approval**

The following personnel actions shall require approval by the Chancellors:

1. Any action which would result in an employee earning total annual base compensation up to, but not more than, Fifty-Sixty Thousand Dollars (~~\$5060,000~~) from all sources, ~~both public and authorized private.~~
2. Title changes.

3. Hiring of adjunct faculty.
4. Employment status changes from a nine (9) month to a twelve (12) month or twelve (12) month to a nine (9) month position.
5. Any action which an employee is entitled to under the Family and Medical Leave Act of 1993, as amended, or a medical leave.

#### **D. General Guidelines for All New Personnel Actions**

All salaries must conform and align with the position title and guidelines presented by the institution's Director for Human Resources.

All personnel actions must adhere to the Human Resources process and be preceded by a formal conditional offer letter.

Unauthorized hires are prohibited. Employees must complete the new hire process before commencing work.

#### **D.E. Personnel Actions which may be delegated by the President**

Authority to take all other personnel actions is hereby delegated by the Board to the President, who may further delegate such authority, as he/she deems to be in the best interests of the SUS, provided such actions are taken in accordance with the requirements for form and reporting set forth in Sections E and F of this policy.

#### **E.F. Form of Letters of Appointment and Similar Agreements**

All letters of appointment, contracts of employment, or other written employment agreements between the SUS and any of its employees containing any special provisions not provided for in written general policy, shall either (i) use only the language prescribed for such agreements by the President in a standardized template or form (which is encouraged); or (ii) be approved as to form and legal sufficiency by the General Counsel prior to being signed.

#### **F.G. Reporting**

All personnel actions shall be reported to the President and the Board in a format prescribed by the President after consultation with the Board.

#### **G.H. Miscellaneous**

1. In the event of any conflict between the provisions of Chapter II and Chapter III and any other provisions of the *Regulations* of the Board of Supervisors, the provisions of Chapter II than Chapter III shall control.

2. Nothing herein creates any rights, procedural or substantive, in employees, prospective employees, or other persons.

## **VI. POLICY RELATED INFORMATION**

- Article VII, Chapter II, and Chapter III of the Bylaws and Regulations
- Family and Medical Leave Act of 1993, as amended
- [Americans with Disabilities Act of 1990, as amended](#)

## **VII. POLICY HISTORY AND REVIEW CYCLE**

The Office of Human Resources will be charged with implementing this Policy.

This Policy replaces the current Uniformed Personnel Policy with an origination date of 11/28/08 and is subject to a five-year policy review cycle.

## **VIII. POLICY URL**

The approved policy will be posted on the Southern University System website under Board Policies at [www.sus.edu](http://www.sus.edu).

## **IX. POLICY APPROVAL**

The effective date of this policy is determined by the approval date of the President-Chancellor of the Southern University and A&M College System and the Board of Supervisors of the Southern University and A&M College System.

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***Dennis J. Shields***  
*President-Chancellor, Southern University and A&M College System*

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***Effective Date of Policy***

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***The Honorable ~~Edwin M. Shorty Jr.~~ [Myron K. Lawson](#)***  
***of Policy***  
*Chair - Southern University System Board of Supervisors*

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***Effective Date***

# **ENDOWED GIFT AGREEMENT**





## Endowed Gift Agreement

among

**Maple R. Gaines, Cedric L. Richmond, and Sidney L. Richmond, III**

**Southern University and Agricultural and Mechanical College**

and

**Southern University System Foundation**

The following sets forth the agreement ("**Agreement**") among **Maple R. Gaines, Cedric L. Richmond, and Sidney L. Richmond, III ("Donors")**, the **Southern University and Agricultural and Mechanical College System ("University")** and the **Southern University System Foundation ("Foundation")** with regard to the: (I) Purpose/Duration/Award Criteria, (II) Schedule and Form of Contributions, (III) Recognition, (IV) Administration of a gift to the Foundation and (V) General Provisions all as set forth below.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Donors, the Foundation, and University agree as follows:

### I. Purpose/ Duration/Award Criteria

Upon execution of this Agreement, the Foundation agrees to use a gift from Donor in the aggregate amount of \$525,000.00 ("**Commitment Amount**") for the restricted purpose of establishing both the **Maple Jackson Richmond and Sidney L. Richmond, Jr. Endowed Scholarship** ("Endowment I") and the **Maple Jackson Richmond and Sidney L. Richmond, Jr. Endowed First Generation Scholarship** ("Endowment II") for selected students meeting Award Criteria defined herein ("Purpose"). The University will endow multiple scholarship annually up to the amount of **ten thousand dollars (\$10,000) per year** to students meeting said Award Criteria.

- a. Distributions from Endowment I will be used to support undergraduate students who meet the following criteria: (a) a minimum GPA of 2.5; (b) a preference for those who reside in or graduated from high school in Lake Providence, LA; (c) if no student from Lake Providence a preference for those who reside in or graduate from a high school in East Carrol Parrish, Louisiana; (d) If no student from East Carrol Parrish a preference for those who reside in or graduate from a high school from

Orleans Parish; (e) must be a Louisiana Resident; (f) must sign Scholarship Acceptance Letter agreeing to all terms of the award; and (g) must have a demonstrated financial need as determined by the Foundation.

- b. Distributions from Endowment II will be used to support undergraduate students who meet the following criteria: (a) all of the requirements of Endowment I; (b) must qualify as a first-generation college student; and must be Pell Grant Eligible.

The selection of award recipients and the distribution of the awards thereto shall be in accordance with University guidelines and with due consideration of the intent and purposes of Donor (to the extent same are consistent with such guidelines).

The University agrees to apply for matching funds from the Louisiana Board of Regents First Generation Endowed Undergraduate Scholarship in the amount of \$25,000 (as allowed under the guidelines that each \$100,000 non-state donation may be matched at \$20,000 each / for four-year Institutions) to fully endow Endowment II total of \$150,000. The University will abide by the Board of Regents Endowed Scholarship State of Investment Policy and Objectives.

The Donors intend that the Endowments, including all realized and unrealized capital appreciation generated by the Endowments funds, will be used to fund annual distributions to support the Purpose of this Endowments, as stated in this section. However, the parties agree if the Purpose of this Endowments becomes unlawful, impracticable, impossible to achieve or wasteful, the Board of Trustees of the Foundation, after consultation with and approval of Donor, will direct the use of the Endowments in a manner as close as possible to the original intent of Donor provided that the name of the Endowments as provided herein will be retained and will always bear the name indicated by Donor. Further, the parties understand and agree that the Foundation shall control, administer, and ensure the funds are used for the restricted Purpose as stated in this section; and the University shall control, administer, and ensure any funds received from the Foundation are used according to the restricted Purpose as stated in this section.

## II. Schedule/Form of Contributions

The Foundation is a 501(c)(3) organization under the Internal Revenue Service guidelines and is charged with soliciting, receiving, investing, and disbursing private gifts which benefit the University. Customary fees associated with the acceptance and management of gifts benefiting the University will be assessed. **Exhibit A to this Agreement provides a summary of fees and the endowed fund spending policy.**

### III. Recognition

In appreciation of this gift, Donor will be recognized in accordance with the standard recognition procedures of the University and the applicable College as agreed to by Donor, wherein all recipients of the Endowment shall be named and recognized as "**Maple Jackson Richmond and Sidney L. Richmond, Jr. Scholars**".

### IV. Administration

The Endowments Funds will be invested in accordance with the investment policies of the Foundation and will establish accounts and make distributions according to Foundation policy in support of the purpose designated in Section I. Any property comprising this gift may, for investment purposes, be merged with any of the general investments assets of the Foundation provided however that the Endowment fund shall be separately accounted for in the Foundation's books and records.

### V. General Provisions

The Foundation and the University hereby covenant and warrant that each is a duly authorized and existing entity and that each and every person executing this Agreement on behalf of the Foundation and University has full right and authority to execute this Agreement on behalf of such entity.

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns and in the event of a breach of this Agreement by the Foundation and/or University, Donor may proceed to specifically enforce this Agreement.

This agreement is governed by the law of the State of Louisiana and may not be amended, modified, or altered unless done in writing executed by Donor, Foundation, and University

Signature Page to Follow

\_\_\_\_\_ Date: \_\_\_\_\_  
Maple R. Gaines, DONOR

\_\_\_\_\_ Date: \_\_\_\_\_  
Cedric L. Richmond, DONOR

\_\_\_\_\_ Date: \_\_\_\_\_  
Sidney L. Richmond, III DONOR

\_\_\_\_\_ Date: \_\_\_\_\_  
ALFRED HARRELL, CHIEF EXECUTIVE OFFICER, SOUTHERN UNIVERSITY SYSTEM  
FOUNDATION

\_\_\_\_\_ Date: \_\_\_\_\_  
DENNIS SHIELDS, PRESIDENT, SOUTHERN UNIVERSITY SYSTEM

**SOUTHERN UNIVERSITY BOARD OF SUPERVISORS  
RESOLUTION**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

On the 29<sup>th</sup> day of November 2024 at a meeting of the Board of Supervisors of the Southern University and A&M College System, with a quorum of the members present, authorized the following after it was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED, that the Southern University Board of Supervisors has granted the Southern University and A&M College the authority to establish the **Maple Jackson Richmond and Sidney L. Richmond, Jr. Endowed Scholarship** and the **Maple Jackson Richmond and Sidney L. Richmond, Jr. Endowed First Generation Scholarship**.

BE IT FURTHER RESOLVED, that said endowments be supported by the proceeds of the non-State contribution and the requested State match (made to the Louisiana Board of Regents Support Fund Endowed Professorships Subprogram).

BE IT FURTHER RESOLVED, that the President of the Southern University System, the Chancellor of Southern University and A&M College, or their designee, be authorized to take any action that may be necessary in connection with fulfilling the same.

\_\_\_\_\_  
**Myron K. Lawson, Chairman**  
**Board of Supervisors of Southern University System**

\_\_\_\_\_  
**Dennis J. Shields, Secretary**  
**Board of Supervisors of Southern University System**

**COMMENCEMENT  
RESOLUTIONS**

# SOUTHERN UNIVERSITY and A&M College at Baton Rouge

## Resolution

*Whereas,* Fall Commencement Exercises are scheduled for the campus of Southern University and A&M College at Baton Rouge on Friday, December 13, 2024 at 10:00 a. m. in the Felton G. Clark Activity Center; and

*Whereas,* there are approximately **321** prospective graduates at Southern University at Baton Rouge, who are to receive Bachelor's degrees.

*Now, therefore be it resolved* that the degrees conferred upon the candidates for graduation at the Commencement Exercises at Southern University and A&M College at Baton Rouge submitted by Chancellor John K. Pierre, upon the approval and recommendation of the Faculty, Council of Academic Deans, and appropriate administration be, and they are hereby approved.

*Be it further resolved* that the list of graduates may be supplemented or modified as is necessary to carry out the intent of this resolution.

## Certificate

We, the duly qualified and acting officers of the Board of Supervisors of the Southern University and Agricultural and Mechanical College, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Southern University Board of Supervisors at its regular meeting on the 29th day of November, 2024.



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Dennis J. Shields, Secretary  
Board of Supervisors, Southern University  
and Agricultural and Mechanical College

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Myron K. Lawson, Chair  
Board of Supervisors, Southern University  
and Agricultural and Mechanical College

# SOUTHERN UNIVERSITY and A&M College at Baton Rouge

## Resolution

*Whereas,* Graduate School Fall Commencement Exercises for are scheduled for the campus of Southern University and A&M College at Baton Rouge on Thursday, December 12, 2024, at 1:00 p.m. in the Felton G. Clark Activity Center; and

*Whereas* there are approximately **124** prospective graduates at Southern University at Baton Rouge, who are to receive Master's degrees, Ph.D. degrees, and professional degrees

*Now, therefore be it resolved* that the degrees conferred upon the candidates for graduation at the Commencement Exercises at Southern University and A&M College at Baton Rouge submitted by Chancellor John K. Pierre, upon the approval and recommendation of the Faculty, Council of Academic Deans, and appropriate administration be, and they are hereby approved.

*Be it further resolved* that the list of graduates may be supplemented or modified as necessary to carry out the intent of this resolution.

## Certificate

We, the duly qualified and acting officers of the Board of Supervisors of the Southern University and Agricultural and Mechanical College, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Southern University Board of Supervisors at its regular meeting on the 29th day of November 2024.



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Dennis J. Shields, Secretary  
Board of Supervisors, Southern University  
and Agricultural and Mechanical College

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Myron K. Lawson, Chair  
Board of Supervisors, Southern University  
and Agricultural and Mechanical College





# ***The Southern University Law Center***

## ***Resolution***

***Whereas*** fall Commencement exercises are scheduled for the campus of the Southern University Law Center in Baton Rouge, Louisiana, on Saturday, January 25, 2025, at 10 a.m. in the F. G. Clark Activity Center.

***Whereas***, there are approximately 29 prospective graduates at the Southern University Law Center located in Baton Rouge, Louisiana who are to receive a Juris Doctor Degree.

***Now, therefore be it resolved***, that the degrees conferred upon the candidates for graduation at the Commencement Exercises at the Southern University Law Center in Baton Rouge submitted by Chancellor Alvin R. Washington of the Southern University Law Center and the administration upon the approval and recommendation of the faculty be, and they are hereby approved.

***Be it further resolved***, that the list of graduates may be supplemented or modified as is necessary to conduct the intent of this resolution.

## ***Certificate***

We, the duly qualified and acting officers of the Board of Supervisors of the Southern University and Agricultural and Mechanical College, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Southern University Board of Supervisors at its regular meeting on the 16<sup>th</sup> day of May 2024.

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Dennis J. Shields, Secretary  
Board of Supervisors, Southern University and  
Agricultural and Mechanical College

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Myron K. Lawson, Chair  
Board of Supervisors, Southern University and  
Agricultural and Mechanical College

# ELLUCIAN

**SOFTWARE LICENSE AND MAINTENANCE AGREEMENT**  
**IT Log #25-09**

This Software License and Maintenance Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between Ellucian Company LLC, (“Contractor” or “Ellucian”), with offices at 2003 Edmund Halley Drive, Suite 500, Reston VA 20191 and Southern University and A&M College System (“SU” or “State” or “Client”) with an address at 801 Harding Blvd, Baton Rouge, LA 70807.

**DEFINITIONS:**

“Baseline” means the general release version of the Software as updated through Ellucian’s provision of both warranty services (as provided in the Software License Agreement) and Software Support Services, but without any other modification.

“Confidential Information” means non-public information of Ellucian or Client. Confidential Information of Ellucian includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the source code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

“Defect” means a material deviation between the Software and its Documentation for which the Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

“Discloser” means the party disclosing Confidential Information.

“Documentation” means the on-line and hard copy functional and technical specifications that Ellucian provides for the Baseline Software, and that describes the functional and technical capabilities of the Baseline Software.

“Execution Date” means, with respect to this Agreement or any Software Support Services Order Form, the latest date shown on the signature page of this Agreement or that Software Support Services Order Form, as applicable.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, moral rights (if applicable), trademarks and service marks, and Confidential Information.

“Maintenance” means providing the Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Software (collectively, the “Maintenance Standards”) are specified in a Software Support Services Order Form.

“New Releases” means new editions (i.e., major and minor releases) of the Baseline Software.

“Recipient” means the party receiving Confidential Information.

“Software” means a computer software program licensed pursuant to a Software License Agreement; and for which Software Support Services will be provided pursuant to a Software Support Services Order Form hereunder. Software includes source code (if provided), object code, Documentation, all updates and modifications, and all Intellectual Property Rights for the Software.

“Software License Agreement” is an agreement executed with Ellucian for licensing Software.

“Software Support Services” means, collectively, Maintenance and New Releases.

“Software Support Services Order Form” means an ordering document between Client and Ellucian that expressly references and incorporates this Agreement. If any terms of a Software Support Services Order Form conflict with any of this Agreement, the terms of the Software Support Services Order Form will control.

**TERM:**

The term of this Agreement begins on August 1, 2024 and will expire on June 30, 2027, unless otherwise terminated in accordance with the termination clauses in this Agreement. At the option of the State of Louisiana and acceptance of the Contractor, this Agreement may be extended for two additional 12 month periods at the same terms, and conditions at Ellucian’s then current pricing. Total Agreement may not exceed 60 months.

**APPLICABLE LAW:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**GRANT OF LICENSE:**

All enhancements and corrections that are made to the Software and Documentation and are provided by the Contractor under this Agreement will become part of the Software and Documentation for the purposes of this Agreement at the time they are provided to the State and are hereby licensed to the State as part of the Software and Documentation pursuant to the terms and conditions of this Agreement.

**OWNERSHIP OF SOFTWARE:**

Ownership of the Software, Documentation and related materials, including enhancements and derivatives thereof made or provided to the State under this Agreement, remain with the Contractor and are for the State's own internal use, subject to the licensing and proprietary rights, and/or confidentiality terms set forth in this Agreement and any applicable end user license agreement.

**OWNERSHIP OF RECORDS:**

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this Agreement.

**EXHIBITS:**

The Exhibits listed below are incorporated into and made a part of this Agreement:

- Exhibit A –Ellucian Data Protection Agreement

**SUPPORT PLAN:**

In connection with the Baseline Software, Ellucian will provide Client with Software Support Services pursuant to a Software Support Services Order Form, at the fees provided in the Software Support Services Order Form. Ellucian's obligation to provide Client with Software Support Services for Software owned by parties other than Ellucian is limited to providing Client with the Software Support Services that the applicable third party owner provides to Ellucian for that Software. If an agreement authorizing Ellucian to resell or sublicense a third party's Software, prior to the expiration date as set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the third party Software Support Services in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide to Client and Client's obligation to pay Ellucian for such Software Support Services will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from third party suits, actions, damages and costs of every name and description relating to personal injury and damage to tangible property caused by the Contractor, its agents, employees, partners or subcontractors in the performance of this Agreement, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The Contractor will indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Software or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall reasonably require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) the State's unauthorized modification or alteration of a Software or Service; ii) the State's use of the Software or Service in combination with other products, materials, or services not furnished by the Contractor; iii) the State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any Software shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such Software, as applicable; (ii) to modify the component so that it becomes non-infringing Software of at least equal quality and performance; or (iii) to replace said Software, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State for any fees (and in each instance, only those fees attributable to the Software giving rise to the infringement claim) that have been prepaid to Ellucian under the applicable Order Form for period(s) after the effective termination date of such Software. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Agreement. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor after the date of such termination.

For all other claims against the Contractor where liability is not otherwise set forth in this Agreement as being without limitation, and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of \$100,000 or the dollar amount of the Software Support Services fees that Client actually paid to Contractor for the contract year during which such liability arose. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

**CODE OF ETHICS:**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Agreement. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**WAIVER:**

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties

**HEADINGS:**

Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement or meaning of contractual language.

**ASSIGNMENT:**

No Contractor shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State except that Ellucian may, without the prior written consent of the State, assign this Agreement or an Order Form or of any of Ellucian's rights under this Agreement or an Order Form: (i) to any subsidiary or affiliate of Ellucian; (ii) to Ellucian's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; or (iii) to any person or entity to which Ellucian transfers any of its rights in the Software. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**CONTRACT CONTROVERSIES:**

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

**RIGHT TO AUDIT:**

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to this Agreement for a period of five years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**RECORD RETENTION:**

The Contractor shall maintain all records in relation to this Agreement for a period of at least five years after final payment.

**CONTRACT MODIFICATIONS:**

No amendment or modification of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**SEVERABILITY:**

If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

**TERMINATION:**

The State of Louisiana has the right to terminate this Agreement immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) The Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Agreement with the State of Louisiana; (c) conflict of Agreement provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) The Contractor's intentional violation of the Louisiana Procurement

Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

**SUSPENSION OF SERVICES:**

If in any instance, Client fails to pay to Ellucian within thirty days after Ellucian makes written demand for amounts due for Software Support Services, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of or access to the Software Support Services.

**TERMINATION FOR CAUSE:**

The State of Louisiana may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Agreement provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect within 30 days.

**TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

The continuation of this Agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

**SECURITY:**

Ellucian confirms that for so long as it processes Client data in respect of this Agreement, Ellucian will adhere to the provisions for the protection of Client data set forth in the Ellucian Data Protection Agreement attached as Exhibit A.

**CONFIDENTIALITY:**

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:



Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force for so long as each item of Confidential Information remains confidential. However, the obligations of Client to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity

**COMPLIANCE WITH CIVIL RIGHTS LAWS:**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**PAYMENT:**

The State shall pay the Contractor in accordance with the Software Support Services Order Form to this Agreement. The Contractor may invoice the State at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the Agreement and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

**TAXES:**

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown in **the Order Form**.

**LATE PAYMENTS:**

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

**FUND USE:**

The Contractor agrees not to use Agreement proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana

Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**USE OF AGENCY'S FACILITIES:**

Any property of the State furnished to the Contractor shall be used only for the performance of this Agreement.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State Agency all property of the State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

**WARRANTIES:**

The Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in this Agreement.

*No Surreptitious Code Warranty.* The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

**WARRANTY OF PERFORMANCE:**

The Contractor warrants that the support services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. If the State believes there has been a breach of this warranty and so notifies the Contractor in writing stating in reasonable detail the nature of the claimed breach within 30 calendar days after the support services are delivered to the State by the Contractor, then the Contractor will promptly investigate the matter. The Contractor may investigate and correct breaches of warranty at the Contractor's offices to the extent possible. If it is determined that there has been a breach of this warranty, then the Contractor's sole obligation, and the State's exclusive remedy, will be for the Contractor to correct or re-perform any affected support services as necessary to cause them to comply with this warranty.

The Contractor does not warrant that the Software will be error-free or that its operation will be uninterrupted. The State acknowledges that it alone is responsible for the results obtained from

use of the Software, including without limitation the completeness, accuracy and content of such results. The State acknowledges further that it alone is responsible for independent verification and testing of any such results prior to using them in its business.

**EXTENT OF WARRANTY:**

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**ANTI-KICKBACK CLAUSE:**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**CLEAN AIR ACT:**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

**ENERGY POLICY AND CONSERVATION ACT:**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**CLEAN WATER ACT:**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

**ANTI-LOBBYING AND DEBARMENT ACT:**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

**CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT:**

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future agreements.

**CONTRACTOR'S COOPERATION/CLOSE-OUT:**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

**SECRETARY OF STATE REGISTRATION REQUIREMENT:**

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

**PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:**

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

**PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES:**

In accordance with La. R.S. 39:1602.2, the following applies to any contract(s) with a value of \$100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by entering into this Agreement, the Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to terminate this Agreement with the Contractor if this certification is subsequently determined to be false, or if the certification is no longer true.

**NOTICES:**

All notices hereunder must be in writing and delivered by personal delivery, postage prepaid certified mail or nationally recognized delivery service, to the address beneath the name of each respective party below. Such notice shall be effective when received as indicated by post office records. For the above purposes, the State's and the Contractor's names and addresses are respectively:

State: Alice Douzier  
IT Project Manager  
Southern University and A&M College System  
P.O. Box 12891  
Baton Rouge, LA 70813

Ellucian: Legal Department  
4 Country View Road  
Malvern, PA 19355  
FAX number (610) 578-7457,

or to such other place as a party may subsequently designate for its receipt of notices pursuant to this Agreement.

**CYBERSECURITY TRAINING:**

- A. In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor to use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course provided under Contractor’s information security awareness program which is designed to allow Contractor employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.
  
- B. For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

**INSURANCE REQUIREMENTS FOR CONTRACTORS:**

The Contractor shall purchase and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Ellucian will maintain insurance coverage of the types and in the minimum coverage amounts set forth below. All policies of insurance will be issued by insurers authorized to transact business and authorized to issue policies of insurance. Ellucian will deliver certificates of insurance evidencing the required insurance coverages to Client as soon as reasonably practicable in any instance following receipt of written request from Client. Each of these insurance policies shall be issued by insurance companies each with an AM Best Rating of “A-” or its functional equivalent:

| <b>Insurance Policy</b>                            | <b>Minimum Coverage</b>                             |
|----------------------------------------------------|-----------------------------------------------------|
| Workers Compensation                               | As required by state law                            |
| Professional Liability (including Cyber Liability) | \$2,000,000 per occurrence/aggregate                |
| Commercial General Liability                       | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |

|                                    |                                                                          |
|------------------------------------|--------------------------------------------------------------------------|
| Comprehensive Automobile Liability | \$1,000,000 combined single limit –<br>bodily injury and property damage |
|------------------------------------|--------------------------------------------------------------------------|

If the above insurance coverage is cancelled and not replaced with other coverage meeting the above requirements, Ellucian will endeavor to provide Client with not less than thirty (30) days advance written notice of such cancellation, and will promptly obtain replacement coverage that complies with this Section.

**COMPLETE AGREEMENT:**

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

|                                   |
|-----------------------------------|
| Contractor: Ellucian Company, LLC |
| Signature:                        |
| Name:                             |
| Title:                            |
| Date:                             |

|                                                    |
|----------------------------------------------------|
| Agency: Southern University and A&M College System |
| Signature:                                         |
| Name:                                              |
| Title:                                             |
| Date:                                              |

## EXHIBIT A

### ELLUCIAN DATA PROTECTION AGREEMENT

This Data Protection Agreement (“DPA”) forms part of the latest Software License and Maintenance Agreement, General Terms and Conditions Agreement, or other underlying agreement (as applicable) between Ellucian and the Client (“Agreement”) pursuant to which the Client may request that Ellucian provide Cloud Software, Cloud Services, or Software Support Services (“Services”) by entering into one or more Order Forms.

#### Definitions

“Data Protection Law” means all laws relating to the Processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to (i) the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”), (ii) regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) and any applicable national implementing law as amended from time to time, and (iii) the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) (the “UK GDPR”).

“Information Security Breach” shall have the definition given to it by applicable Data Protection Law, and at a minimum an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data.

“Data Subject” means the person to whom the Personal Data relates.

“Data Subject Rights” means the rights provided to Data Subjects under applicable Data Protection Law regarding the Data Subject’s control of their Personal Data, such as the right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or the right not to be subject to an automated individual decision making.

“Controller”, “Personal Data”, “Process”, “Processed”, “Processing”, and “Processor” shall have the meanings given to them by applicable Data Protection Law.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

#### Data Protection

1. **Data Processing Details.** An overview of the categories of Personal Data, the categories of Data Subject, and the nature and purposes for which the Personal Data are Processed is provided in Exhibit 1.
2. **Customer Processing Responsibilities.** The Client warrants that it has all necessary rights to provide the Client Personal Data to Ellucian for the Processing to be performed in relation to the Services, and that one or more lawful bases set forth in the applicable Data Protection Law support the lawfulness of the Processing where applicable. To the extent required by applicable Data Protection Law, the Client is responsible for ensuring that all necessary privacy notices are provided to Data Subjects, and unless another legal basis set forth in the applicable Data Protection Law supports the lawfulness of the Processing, that any necessary Data Subject consents to the Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by a Data Subject, the Client is responsible for communicating the fact of such revocation to Ellucian.



3. **Confidentiality.** Ellucian shall ensure that persons authorized to Process the Client Personal Data have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality or are under an appropriate statutory obligation of confidentiality.
4. **Processing Instructions.** Ellucian will Process the Client Personal Data only in accordance with the Client's documented instructions. The parties agree that the relevant Order Form and the Agreement contain the documented instructions from the Client to Ellucian to Process Client Personal Data as reasonably required to perform the obligations described therein. The Client hereby authorizes Ellucian to take such steps in the Processing of Client Personal Data on behalf of the Client as are reasonably necessary for the performance of Ellucian's obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting the Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by the Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organizational data security measures. Ellucian shall immediately notify the Client if, in its opinion, any instruction infringes applicable Data Protections Law. Such notification will not constitute a general obligation on the part of Ellucian to monitor or interpret the laws applicable to the Client, and such notification will not constitute legal advice to the Client.
5. **Data Subject Rights.** As between the parties, the Client is responsible for responding to Data Subject Rights requests. Ellucian shall, taking into account the nature of the Processing, assist the Client by appropriate technical and organizational measures, insofar as this is possible and subject to the terms of the Agreement, to enable the Client to fulfill the Client's obligation to respond to Data Subject Rights requests under applicable Data Protection Law. If Ellucian receives a Data Subject Rights request directly from a Data Subject, Ellucian shall promptly forward the request to the Client once Ellucian has identified that the request is intended for the Client. The Client authorizes Ellucian to respond to any Data Subject who makes a request to Ellucian to confirm with the individual the identity of the Client and to confirm delivery of the request to the Client. To the extent legally permitted, the Client shall be responsible for any costs arising from Ellucian's provision of such assistance.
6. **Subprocessors.**
  - a. Ellucian will limit access to the Client Personal Data to Ellucian's employees, agents, and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian's obligations under the relevant Order Form. The Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian's relationship with such subcontractors complies with clause (b) below. Ellucian's list of subcontractors will be provided upon request. Ellucian shall inform the Client of any changes to the subcontractor list. The Client will have 10 days from receipt of Ellucian's notice to object to such changes. If the Client fails to object to such changes within the allotted time frame, such changes shall be deemed accepted. If the Client timely sends Ellucian a written objection notice, setting forth a reasonable basis for objection, the Parties will make a good-faith effort to resolve the Client's objection. In the absence of a resolution, each Party may terminate the portion of the Services which cannot be provided without the subcontractor.
  - b. Ellucian will require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data.
  - c. Ellucian will remain fully responsible for any subprocessor's failure to fulfill their data protection obligations in accordance with the requirements of this DPA.

7. **Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Client and Ellucian shall implement appropriate technical and organizational measures to ensure a level of security of the Processing of Client Personal Data appropriate to the risk. These measures shall include, at a minimum, the security measures set out in Exhibit 2.
8. **Breach Notification.** Ellucian shall notify the Client of an Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware and take reasonable steps to mitigate the effects of the Information Security Breach.
9. **Audit.**
  - a. Upon reasonable prior written notice from the Client, Ellucian shall make available to the Client such information as is strictly necessary to demonstrate its compliance with this DPA and applicable Data Protection Law and shall, to the extent required by applicable Data Protection Law, allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client. Any costs arising in connection with Ellucian's obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request.
  - b. Ellucian uses independent third party auditors at its selection and expense to verify the adequacy of its security measures for Cloud Software and Cloud Services. The Client agrees that Ellucian will satisfy the Client's right of audit and inspection by providing, no more than once per calendar year upon the Client's written request and subject to the Client executing a non-disclosure agreement: (i) a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable.
  - c. To the extent the Client's audit requirements under the Data Protection Laws cannot reasonably be satisfied through the security attestation report, documentation or compliance information Ellucian makes generally available to its customers, the Client shall notify Ellucian in writing and the Parties will engage in discussions to determine reasonable and appropriate means to satisfy such requirements.
10. **Cross-Border Transfers.** To the extent that Client Personal Data Processed under this DPA and the Agreement originates from a Data Subject in the European Economic Area ("EEA") or the United Kingdom, Ellucian will ensure that, pursuant to applicable Data Protection Law, if the Client Personal Data is transferred to a country or territory outside of the EEA (a "non-EEA country") or the United Kingdom (a "non-UK country"), then such transfer will only take place if: (a) the non-EEA country or non-UK country, as applicable, ensures an adequate level of data protection; (b) one of the conditions listed in Article 46 GDPR is satisfied; or (c) for internal transfers within the Ellucian group of companies of the Client Personal Data that originates from a Data Subject in the EEA, the Client Personal Data is transferred on the basis of Ellucian's Processor Binding Corporate Rules ("BCRs"), available at Ellucian Processor Binding Corporate Rules. The Client shall have the right to enforce the BCRs: (a) against the Ellucian company that is a party to the Agreement for any breaches of these BCRs or the DPA that Ellucian caused; or (b) against Ellucian Ireland Limited for (i) a breach of the BCRs or this DPA by Ellucian (if the Ellucian company party to the Agreement is located outside the EU); or (ii) a breach of any data processing agreement Ellucian has with an external sub-processor located outside of the EU.
11. **Return and Destruction.** The parties agree that on the termination or completion of the provision of the relevant Services that are the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively Process (except for storage and deletion) such Client Personal Data.
12. **FERPA.** The parties acknowledge that the activities contemplated hereunder may permit Ellucian access to the Client Data that may be education records regulated by the Family Educational Rights and Privacy Act

("FERPA") and its implementing regulations at 34 CFR 99.33, as amended from time to time, regarding the protection of educational records. Ellucian and the Client acknowledge that, with respect to educational records accessed by Ellucian hereunder, Ellucian will be designated as a "school official" with legitimate educational interests in such educational records and Ellucian agrees to abide by the limitations and requirements under FERPA which are imposed on school officials. Ellucian agrees not to use or disclose education records received from or on behalf of the Client or otherwise under this Agreement except as permitted or required by this Agreement, as otherwise required or permitted by law, or as authorized in writing by the applicable student or the Client, and nothing herein shall be deemed to authorize Ellucian to maintain, use, disclose or share educational records in a manner that would violate applicable law or this Agreement. As used herein, "education records", "school official" and other applicable terms shall have the meanings defined under FERPA and its implementing regulations.

13. **CCPA Compliance.** To the extent that Ellucian receives from the Client any "personal information" of any "consumer" subject to the California Consumer Privacy Act ("CCPA") for Processing on behalf of the Client pursuant to this DPA, Ellucian and the Client shall each comply with all applicable provisions of the CCPA and each Party shall, upon the other's reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise to ensure the Parties' compliance therewith. To the extent applicable, Ellucian shall be considered a "service provider" to the Client under the CCPA, and shall not (a) retain, use or disclose such personal information for any purpose other than for the specific purpose of performing Services under this DPA or as otherwise permitted by the CCPA, including for a valid "business purpose"; (b) retain, use or disclose such personal information for a "commercial purpose" other than providing the Services under this DPA; (c) retain, use or disclose such personal information outside the direct business relationship between Ellucian and the Client; (d) combine the personal information received from, or on behalf of, the Client with personal information that Ellucian receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that Ellucian may combine personal information to perform any business purpose as defined in regulations adopted by the California Privacy Protection Agency; or (e) "sell" or "share" such personal information. Ellucian understands and certifies that it will comply with the prohibitions outlined herein. For the purposes of this paragraph, the terms "personal information", "consumer", "service provider", "business purpose", "commercial purpose" and "sell" shall have the meanings set forth in the CCPA.
14. **Conflict.** In the event of a conflict between any provisions of the Agreement and the provisions of this DPA, the provisions of this DPA shall govern and control.

**Exhibit 1**  
**Details of Processing**

1. **Types of Client Personal Data:** The types of Client Personal Data that will be Processed in the scope of the Agreement are under the control of the Client as Controller, and may include, but are not limited to, some or all of the following:
  - a. Identifiers, such as first name, last name, initials
  - b. Education and professional qualifications, such as course/certification enrollment, degrees and schooling information, licenses or professional memberships, professional certifications, resume/CV, training courses completed
  - c. Personal characteristics, such as birth certificate number, date of birth, family/dependent/beneficiary data, gender, height, weight, marital status, mother's maiden name, nationality, photographs or video, weight, leisure/interests/misc. preferences
  - d. Contact details, such as business email address, personal email address, emergency contact details, FAX number, personal assistant contact information, business phone numbers, personal phone numbers, business postal address, personal postal address
  - e. IT and Facility Access/Login Information, such as IP/MAC address, mobile device ID or another unique device identifier, password, username, usage/electronic tracking (IT assets, facilities, or cookies, etc.)
  - f. Professional and employment Information, such as absences and leave from work, date of hire, digitized or other electronic signature, employee ID, employer name, employment benefits information, employment expenses information, employment history/evaluations/disciplinary actions, job position being applied for, other job information (supervisor, department, etc), salary/income/hourly rate/fees/bonus/other, title/occupation, working hours/schedule
  - g. Government Identification Numbers, such as alien registration or Visa number; social security number, passport number, or national ID number
  - h. State/province-issued number or driver's/operator's license number
  - i. Financial Information/Payment Card Industry Information, such as bank/financial account number, credit score or credit report information, credit/debit card expiration date, credit/debit card number, credit/debit card service code/CVV/CVC2/CID number, credit/debit cardholder name, financial transactions details or history, personal identification number, security authentication/login data for an individual's Financial Account
  - j. Other Account/Transaction Information, such as account number (e.g., frequent traveler, TSA, non-financial account), insurance claim information
  - k. Location – location or GPS data
  - l. Wealth/asset information
  - m. Criminal data, such as background check or drug screening results, criminal convictions or offenses
  
2. **Types of Special Categories/Sensitive Personal Data:** The types of special categories/sensitive Client Personal Data that will be Processed in the scope of the Agreement are under the control of the Client as Controller, and may include, but are not limited to, some or all of the following:
  - a. Biometric data
  - b. Blood type
  - c. Genetic data
  - d. Health/medical information
  - e. Medicare or Medicaid numbers (U.S.)
  - f. Political opinions
  - g. Racial or ethnic origin
  - h. Religion or philosophical beliefs
  - i. Sexual orientation or sex life
  - j. Trade union membership
  
3. **Categories of Data Subjects:** The categories of Data Subjects whose Personal Data will be Processed in the scope of the Agreement are under the control of the Client as Controller and may include the Client's current and former (a) students, (b) prospective students, (c) parents or benefactors of students or prospective students, (d) alumni, (e) faculty members, (f) administration, (g) employees, (h) prospective

employees, (i) vendors / contractors / agents, and (j) donors.

4. **Nature and purpose of the Data Processing:** The nature and purpose of the Processing is to deliver the Services to the Client.
5. **Retention Period:** The duration of the Processing shall be in accordance with the terms of the DPA and applicable Order Form.
6. **Frequency of Transfers:** The recurrence of the transfer of data depends on the frequency of any support and maintenance required by the Client for the Service; and the use of other Services used by the Client.

**Exhibit 2**  
**Technical and Organizational Measures**

This Exhibit 2 contains terms governing information security to which Ellucian will adhere during the term. Ellucian may modify specific security protections from time to time, but will continue to provide at least the same level of security as on the date this DPA became part of the Agreement.

**1. Information Security Program**

Ellucian will maintain a global Information Security Program aligned with ISO 27001 that will plan, implement and manage processes on an ongoing basis to meet information security objectives and requirements applicable to the Cloud Software delivered worldwide. The Information Security Program will include demonstrable oversight and commitment from Ellucian senior management. The Information Security Program will also include performing information security risk assessments and implementing treatment plans at appropriate intervals, such as when significant changes to the Cloud Software occur.

**2. Information Security Compliance**

Ellucian will design and maintain a control environment for the Cloud Software aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 18 / SOC 1 and SOC 2.

**3. Information Security Policy**

Ellucian will maintain an Information Security Policy that is approved by senior management and communicated to employees and applicable third parties. The Information Security Policy will identify roles and responsibilities as well as governing principles and control objectives for information security across Ellucian's global business operations. The Information Security Policy will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.

**4. Information Security Awareness Program**

Ellucian will maintain an employee awareness program to allow employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.

**5. Personnel Security**

Employees will be screened in accordance with relevant laws and such screening will be proportional to employee roles and responsibilities. Employees and applicable third parties will agree to requirements for confidentiality and non-disclosure of information prior to employment or prior to providing services to Ellucian.

**6. Physical Security**

Depending on the Cloud Software, Ellucian uses third party cloud computing platforms, including, without limitation, Amazon Web Services (AWS) and Microsoft Azure, who are responsible for protecting the global infrastructure upon which the Cloud Software is delivered. These third party cloud computing platform providers will maintain controls to manage and monitor physical access at both the data center perimeter and building ingress points using security staff, or electronic access control validation.

**7. Access Control**

Ellucian will authorize access to the Cloud Software only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to the Cloud Software and Client Data will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to the Cloud Software.

**8. Data Security**

Ellucian will maintain security controls to safeguard Client Data from unauthorized access, modification, disclosure or destruction, or becoming inaccessible to authorized users. Data protection methods will include restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups of Client Data, and securely returning Client Data to the Client, or disposing or destroying Client Data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization").

**9. Cloud Software Security**

Ellucian will protect the confidentiality, integrity and availability of Client Data. Ellucian will maintain safeguards for the security of electronic communications networks. Ellucian will also maintain a change management process to control planned and unplanned changes and the installation of software, manage mechanisms to detect threats such as malware, and recording and monitoring security events to identify anomalous or unauthorized activity.

**10. Technical Vulnerability Management**

Ellucian will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities within the Cloud Software within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

**11. Third Party Security**

Ellucian will maintain a process to identify risks to Client Data that are accessible to subprocessors. The process will ensure that relevant information security requirements are incorporated into business agreements with subprocessors and that relevant subprocessor risks are addressed within reasonable timeframes.

**12. Information Security Incident Management**

Ellucian will maintain an information security incident management program to respond to security incidents within the Cloud Software. Ellucian will provide timely notification to the Client in the event that the Cloud Software or Client Data is known to have suffered an Information Security Breach. Timely notification is defined as providing notice to the Client as soon as reasonably practicable and without undue delay after Ellucian became aware of the Information Security Breach. Ellucian will further maintain a process to capture and apply knowledge gained from such events to address the likelihood of reoccurrence.

**13. Business Continuity Management**

Ellucian will implement controls designed to maintain the continued availability of the Cloud Software. Controls will include maintaining a defined business continuity management plan relevant to the Cloud Software that, if interrupted, may result in significant downtime or data loss.



**SOFTWARE SUPPORT SERVICES ORDER FORM**

This Order Form (the "Order Form") is made by and between ELLUCIAN COMPANY LLC ("Ellucian") and SOUTHERN UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE SYSTEM OFFICE ("Client"). This Order Form is subject to the Software License and Maintenance Agreement, IT Log#25-09 (the "Agreement"). This Order Form will constitute a separate and independent contract between the parties hereto.

**Software Term.** The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in this Order Form) is the "Initial Software Term." Following the Initial Term, unless the parties have negotiated a new agreement or an extension of or modification to the terms hereof for continued services beyond the Expiration Date, Ellucian shall be under no obligation to continue to provide services for the Software Support Services identified herein (and therefore Client shall have no prospective (new) liability for payment for such services) post-Expiration Date. If the parties negotiate an extension of or modification to the terms hereof for continued services in accordance with the preceding, then the Initial Term combined with any such extension is referred to herein as the "Software Term."

| SOFTWARE SUPPORT SERVICES                                              |                   |                |                 |                 |
|------------------------------------------------------------------------|-------------------|----------------|-----------------|-----------------|
| Description                                                            | Maintenance Level | Beginning Date | Expiration Date | Fee             |
| Workflow                                                               | Advantage         | August 1, 2024 | July 30, 2027   | Included        |
| EDISmart                                                               | Advantage         | August 1, 2024 | July 30, 2027   | Included        |
| Campus Receivables Collector                                           | Advantage         | August 1, 2024 | July 30, 2027   | Included        |
| <b>TOTAL (for Contract Year ending June 30, 2025) (to be prorated)</b> |                   |                |                 | <b>\$32,733</b> |
| <b>TOTAL (for Contract Year ending June 30, 2026)</b>                  |                   |                |                 | <b>\$35,351</b> |
| <b>TOTAL (for Contract Year ending June 30, 2027)</b>                  |                   |                |                 | <b>\$38,179</b> |

| RENEWAL SUBSCRIPTION SOFTWARE                                                        |                |                 |                  |
|--------------------------------------------------------------------------------------|----------------|-----------------|------------------|
| Description <sup>1,2</sup>                                                           | Beginning Date | Expiration Date | Fee              |
| Banner Student (includes Student Self Service, Faculty and Advisor Self-Service)     | August 1, 2024 | July 30, 2027   | Included         |
| Ellucian Degree Works                                                                | August 1, 2024 | July 30, 2027   | Included         |
| Ellucian Degree Works Transfer Equivalency                                           | August 1, 2024 | July 30, 2027   | Included         |
| Banner Financial Aid (includes Financial Aid Self-Service and CSS Profile Interface) | August 1, 2024 | July 30, 2027   | Included         |
| Banner Finance (includes Finance Self-Service)                                       | August 1, 2024 | July 30, 2027   | Included         |
| Banner Human Resources (includes Employee Self-Service)                              | August 1, 2024 | July 30, 2027   | Included         |
| Automatic Application Manager                                                        | August 1, 2024 | July 30, 2027   | Included         |
| Intelligent Learning Platform Enterprise                                             | August 1, 2024 | July 30, 2027   | Included         |
| Financial Aid FM Needs Analysis                                                      | August 1, 2024 | July 30, 2027   | Included         |
| 45 Named ODT Users <sup>1</sup>                                                      | August 1, 2024 | July 30, 2027   | Included         |
| <b>TOTAL (for Contract Year ending June 30, 2025) (to be prorated)</b>               |                |                 | <b>\$744,480</b> |



| RENEWAL SUBSCRIPTION SOFTWARE                  |                |                 |           |
|------------------------------------------------|----------------|-----------------|-----------|
| Description <sup>1,2</sup>                     | Beginning Date | Expiration Date | Fee       |
| TOTAL (for Contract Year ending June 30, 2026) |                |                 | \$781,704 |
| TOTAL (for Contract Year ending June 30, 2027) |                |                 | \$820,789 |

| CLOUD SOFTWARE (NEW SALE)                                       |                |                 |          |
|-----------------------------------------------------------------|----------------|-----------------|----------|
| Description <sup>1,2</sup>                                      | Beginning Date | Expiration Date | Fee      |
| Ellucian Experience Premium                                     | August 1, 2024 | July 30, 2027   | Included |
| TOTAL (for Contract Year ending June 30, 2025) (to be prorated) |                |                 | \$63,440 |
| TOTAL (for Contract Year ending June 30, 2026)                  |                |                 | \$66,612 |
| TOTAL (for Contract Year ending June 30, 2027)                  |                |                 | \$69,943 |

**Notes:**

<sup>1</sup> For a description of the product details and the terms of service, see [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).

<sup>2</sup> The term "Contract Year" means each period of twelve (12) months commencing on July 1 and ending June 30 during the Software Term.

**Invoicing.** As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- on an annual basis, in advance of each applicable Contract Year for Cloud Software, Subscription Software, or Term Software fees (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date); and

**Payment Terms.** Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

By entering into this Order Form with Ellucian, Ellucian grants Client the right to migrate to the Ellucian Cloud, pursuant to the terms and conditions of the Agreement, as amended, and for such fees as are contained in a subsequent amendment to the Agreement in which Client and Ellucian memorialize the Ellucian Cloud migration right effected by this provision.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by the Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

SIGNATURE PAGE FOLLOWS

Ellucian

Client

By:

\_\_\_\_\_  
*Authorized Signature*

By:

\_\_\_\_\_  
*Authorized Signature*

Name:

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

Name:

\_\_\_\_\_  
*Dennis J. Shields*  
*Printed*

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_  
*President*

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs before December 1, 2024.

Client Accounts Payable Contact Information:

Client Cloud Software Provisioning Contact Information:

Name:

\_\_\_\_\_  
*Accounts Payable*

Name:

\_\_\_\_\_  
*Alice Douzier*

Address:

\_\_\_\_\_  
*Post Office Box 9494*

Title:

\_\_\_\_\_  
*IT Project Manager*

City, State, Zip:

\_\_\_\_\_  
*Baton Rouge, La, 70813*

Email:

\_\_\_\_\_  
*alice.douzier@sus.edu*

Email Address:

\_\_\_\_\_  
*accounts-payable@sabr.edu*

PO# (if applicable)

\_\_\_\_\_

**SUB-CONTRACT  
SUS-SUAGCENTER-  
2004-09-0040-NC  
A&TS UNIVERSITY**



## "Linking Citizens of Louisiana with Opportunities for Success"

Southern University and A & M College System  
AGRICULTURAL RESEARCH AND EXTENSION CENTER  
and the COLLEGE OF AGRICULTURAL, FAMILY AND CONSUMER SCIENCES

Ashford O. Williams Hall  
P. O. Box 10010  
Baton Rouge, LA 70813  
(225) 771-2242  
(225) 771-2861 Fax  
[www.suagcenter.com](http://www.suagcenter.com)

### OFFICE OF THE CHANCELLOR-DEAN

November 4, 2024

To: Mrs. Linda Antoine  
Director of Purchasing

Subject: **LETTER OF JUSTIFICATION: SUB-CONTRACT SUS-SUAGCENTER-2024-09-0040-NC A&TS UNIVERSITY**

The purpose of SUB-CONTRACT SUS-SUAGCENTER-2024-09-0040-NC A&TS UNIVERSITY is to implement the Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life Research, Extension, and Teaching Projects as approved by the United States Department of Agriculture/National Institute of Food and Agriculture (USDA/NIFA), Award number 2024-38427-43461.

We sincerely apologize for the delay in submitting documents pertaining to this sub contract to your office for processing. We had to wait for USDA/NIFA approval letters, and signatures from the collaborating institution in order to submit these documents for processing.

We sincerely regret the inconveniences that this may cause you and your office. Should you have further questions, please contact me at 225-771-3660. Thank you in advance for your usual understanding and speedy handling of our requests.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Orlando F. McMeans'.

Orlando F. McMeans, Ph.D.  
Chancellor-Dean

cc Mrs. Brunetta C. Dillard, Vice Chancellor for Finance and Administration  
Mrs. Tamika Porter, Comptroller  
Dr. Renita Marshall, Vice Chancellor for Academics and Student  
Support-Associate Dean/Project Director  
Dr. Oscar Udoh, Director, Grants and Contracts

GRANT: USDA/NIFA-2024-38427-43461

**SUBCONTRACT: SUS-SUAGCENTER-2024-09-0040-NC A&TS UNIVERSITY**

**PREAMBLE**

**THIS SUBCONTRACT**, made and entered into by and between, **SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM – Southern University Agricultural Research and Extension Center** (hereinafter referred to as **SU AG CENTER**) and **North Carolina Agricultural and Technical State University** officially domiciled at, Greensboro, North Carolina (hereinafter referred to as the "**Subcontractor**"), which constitutes Subcontract Number: **SUS-SUAGCENTER-2024-09-0040-NC A&TS UNIVERSITY**.

**WITNESSETH:**

**WHEREAS**, the **United States Department of Agriculture-National Institute of Food and Agriculture (USDA-NIFA)**, hereinafter referred to as the "Prime Agency", has awarded a grant to the **SU AG CENTER** to implement the **Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life Research, Extension, and Teaching Projects**; and

**WHEREAS**, **SU AG CENTER** desires to retain the **Subcontractor** to implement and provide deliverables/services regarding the **Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life Research, Extension, and Teaching Projects** as hereinafter described; and

**WHEREAS**, the **Subcontractor** has skilled personnel and facilities available to perform the work and/or services described in a manner contemplated herein; and

**WHEREAS**, the **Subcontractor** and **SU AG CENTER** desire this agreement and the work to be performed under it to fully comply with the appropriate laws and regulations;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The **SU AG CENTER** hereby subcontracts with **Subcontractor** who agrees to proceed with all deliverables in proper sequence as set forth in the **Work Plan** and in the time specified, of the items of work for the project as hereinafter set forth.

**ARTICLE I: PROJECT IDENTITY**

The subcontract will be identified as **SUS-SUAGCENTER-2024-09-0040-NC A&TS UNIVERSITY**. All invoices and other correspondence submitted to **SU AG CENTER** in connection with this subcontract shall be identified by this subcontract number.

## **ARTICLE II: SCOPE OF WORK.**

The Subcontractor agrees to perform the work described in accordance with the Work Plan incorporated as **Attachment I**, and made a part hereof.

## **ARTICLE III: PERIOD OF PERFORMANCE**

The period of performance for this subcontract shall commence on **August 1, 2024**, and shall not extend beyond **July 31, 2027** unless agreed to in writing by both parties hereto. Any continuation or extension of this subcontract is subject to receipt by **SU AG CENTER** of specific funding and time extension from the primary agency under the primary grant for continuation of the Subcontractor's portion of work.

## **ARTICLE IV: KEY TECHNICAL PERSONNEL**

The Project Director is **Renita Marshall, DVM** (hereinafter referred to as the "Project Director") who shall coordinate the efforts of **SU AG CENTER** and the Subcontractor. All technical reports shall be submitted in accordance with **Attachment I** and the approved task assignments. Technical reports shall be submitted in duplicate to:

Renita Marshall, DVM  
Vice Chancellor for Academics and Student  
Support-Associate Dean, CAHES  
SU Agricultural Center  
102 Fisher Hall, P. O. Box 10010, SU  
Baton Rouge, LA 70813  
Phone: 225-771-0252  
renita\_marshall@suagcenter.com  
renita\_marshall@subr.edu  
renita.marshall@sus.edu

**Shengmin Sang, PhD** shall be responsible for the performance of work described in **Attachment I** on behalf of the Subcontractor and shall not be replaced without the prior written approval of an authorized official of **SU AG CENTER**.

## **ARTICLE V: ADMINISTRATION**

The designated administrative contact for **SU AG CENTER** shall be:

Mrs. Brunetta Gamble-Dillard  
Vice Chancellor for Finance and Administration  
Southern University Agricultural Research & Extension Center  
P. O. Box 10010  
Baton Rouge, LA 70813  
Phone: 225-771-5707; Fax: 225-771-2639  
brunetta\_dillard@suagcenter.com

The designated administrative contact for the Subcontractor shall be:

Ms. Lea Newkirk  
North Carolina Agricultural & Technical State University  
1601 East Market Street  
Greensboro, NC 27411-0002  
Phone: 336-334-7995  
divofres@ncat.edu; lnewkirk@ncat.edu

#### **ARTICLE VI: DELIVERABLES**

As evidence of timely progress of the completion of services rendered under the terms of this subcontract, the Subcontractor shall submit to **SU AG CENTER** the services rendered under this Subcontract as set forth in **Attachment I**, Work Plan. Copies of all papers, presentations or reports made shall be provided to the Project Director. The subcontractor shall submit interim reports quarterly beginning **November 2024** and a final report on **July 1, 2027** prior to the expiration of this subcontract.

#### **ARTICLE VII: INSPECTION**

Designated representatives of **SU AG CENTER** and the Prime Agency shall have the right to inspect and review the progress of the work performed and financial records pertaining to the work pursuant to this subcontract. All facilities, including access to relevant data, software, and documentation used or generated under this subcontract shall be made available when such inspections are conducted. Inspections shall be conducted in a manner as to not unduly delay the progress of the work and **SU AG CENTER** shall give the Subcontractor notice prior to conducting any such inspection.

#### **ARTICLE VIII: PRICE, PAYMENT AND SUBMISSION OF INVOICE**

This is a cost reimbursement type subcontract for a total amount not to exceed **\$532,216.00**. This includes the estimated indirect costs and shall be disbursed according to the budget which is incorporated as **Attachment II** to this subcontract. It is estimated that the obligated funds will cover all areas of subcontract performance from **August 1, 2024 to July 31, 2027**.

The fund currently obligated under this contract is **\$532,216.00**. This fund is deemed sufficient to cover all work outlined in the statement of work for the project period beginning **August 1, 2024 to July 31, 2027**. The obligation of subsequent funds is dependent upon the satisfactory performance of work and future funding from the funding agency. All unexpended funds shall be refunded to the Primary Agency.

Payment for performance under this subcontract agreement must be made in compliance with the approved budget. Only those costs incurred during the effective periods of this subcontract shall be reimbursable. **SU AG CENTER** will disburse funds to **North Carolina Agricultural and Technical State University** within 45 days of receipt of invoice (or written request for payment).

All costs incurred in the performance of this subcontract are subject to limitation of **ARTICLES IX and X**

and the approved budget, **Attachment II**. Deviation from cost categories must have the prior written approval of **SU AG CENTER** in accordance with applicable cost principles. Payments for performance under this subcontract will be made on a cost reimbursement basis after receipt of a proper invoice itemized by major cost category. Invoices shall be submitted within thirty (30) days following the completion of work and costs incurred during the preceding calendar month. Any TRAVEL will be subject to applicable federal and state laws and regulations including Office of Management and Budget (OMB) Circular A-21.

The final invoice under this subcontract shall be submitted no later than **forty-five (45) days** before the expiration date of this subcontract. Payment of invoice is contingent upon receipt of the final technical and fiscal reports and other required documentation.

Invoices shall be submitted to:

**Renita Marshall, DVM**  
SU Agricultural Center  
102 Fisher Hall, P. O. Box 10010, SU  
Baton Rouge, LA 70813  
Phone: 225-771-0252  
renita\_marshall@suagcenter.com  
renita\_marshall@subr.edu  
renita.marshall@sus.edu

#### **ARTICLE IX: ALLOWABLE COSTS**

The normal policies of the Subcontractor governing salaries, wages, and fringe benefits shall apply to all employees of the Subcontractor paid from this subcontract. Allowable costs under this subcontract shall be determined in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-21, hereby incorporated by reference and in accordance with other applicable state and federal laws.

#### **ARTICLE X: INDIRECT COSTS**

The estimated indirect costs of the subcontract are included in the budget – Attachment II.

#### **ARTICLE XI: ACCOUNTS, AUDITS AND RECORDS**

A. The Subcontractor shall maintain all books, records, documents and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs incurred for the performance of this subcontract for **three (3) years** from the final date of the subcontract term for inspection by **SU AG CENTER**, the **Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration**, and the **United States Department of Agriculture-National Institute of Food and Agriculture**. **SU AG CENTER** shall not be responsible for the repayment of any costs disallowed by audit. In addition, at any time during the contract period **SU AG CENTER** shall have the right to require the Subcontractor to furnish within **thirty (30) days** of receipt of written notice, copies of technical documents, notes and files collected or prepared by the Subcontractor in connection with this subcontract.

B. The Subcontractor's facilities (or any such part thereof may be engaged in the performance of this subcontract) and records shall be subject at all reasonable times to inspection and audit by **SU AG CENTER**, or an authorized representative(s).



C. **SU AG CENTER** shall reserve the right to request Subcontractor's audit report, and Subcontractor's records are subject to inspection by **SU AG CENTER**. Subcontractor will be responsible for any audit disallowances associated with the task identified in this agreement.

## **ARTICLE XII: PUBLICATION BY SUBCONTRACTOR**

Southern University supports and encourages both independent and collaborative publications of reports resulting from research authorized under the terms of this subcontract. However, only those persons officially connected with the project are eligible to publish. When publishing collaboratively, the order of authorship shall reflect the percentage of contribution by the authors. Subcontractor shall furnish a list of publications resulting from research submitted to the project director. When publishing jointly with **SU AG CENTER**, the Subcontractor shall furnish to **SU AG CENTER** a copy of publication for review prior to publication. All independent publications by the Subcontractor must contain the following statement.

**"Although the project described in this article has been funded in whole or in part by a subcontract from Southern University System -Baton Rouge, it has not been subjected to SU AG CENTER'S peer and administrative review and therefore may not necessarily reflect the views of SU AG CENTER and no official endorsement should be inferred."**

## **ARTICLE XIII: PUBLIC LIABILITY**

Each party shall be responsible for its own acts of negligence and gross omission, as both Parties are state agencies

## **ARTICLE XIV: ASSIGNABILITY**

The Subcontractor shall not assign any interest in this subcontract, and shall not transfer any interest or any of the effort required under **ARTICLE I** in the same (whether by assignment or notation), without the prior written consent of **SU AG CENTER** thereto; provided, however, that all claims for money due or to become due to the Subcontractor under the subcontract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Contracting Officer of **SU AG CENTER**.

## **ARTICLE XV: CLAIMS FOR LIENS**

The Subcontractor shall be solely liable for and shall hold **SU AG CENTER** harmless from any and all claims or liens for labor, services, or material furnished to the Subcontractor in connection with the performance of its obligations under this subcontract.

## **ARTICLE XVI: CODE OF ETHICS FOR UNIVERSITY EMPLOYEES**

The Subcontractor acknowledges that Chapter 15 of Title 42 of the L.R.S. (R.S. 42-1001 et Seq., Code of Governmental Ethics) applies to the Subcontractor in the performance of services called for in this subcontract. The Subcontractor agrees to notify the University if potential violations of Code of Governmental Ethics arise at any time during the term of this subcontract.

## **ARTICLE XVII: COMPLIANCE WITH LAW**

The Subcontractor and its employee(s) shall comply with all applicable federal, state and local laws and ordinances, as shall all others employed by the same in carrying out the provisions of this subcontract.

## **ARTICLE XVIII: COVENANT AGAINST CONTINGENT FEES**

The Subcontractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely, for the Subcontractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Subcontractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **ARTICLE XIX: PAYMENT OF TAXES**

The Subcontractor shall be responsible for the payment of all taxes for funds received from this contract under IRS Number 07-157-6482 56-6000007 (NC A&TSU)

## **ARTICLE XX: TERMINATION FOR CAUSE OR CONVENIENCE**

The termination of this subcontract for cause or convenience shall be governed by the provisions of OMB Circular A-110 entitled, "Suspension and Termination Procedures," which is hereby incorporated by reference and 7CFR 3015, Part U, which are incorporated by reference.

Either **SU AG CENTER** or Subcontractor may terminate this subcontract upon thirty (30) days written notification to the other party. In the event of termination, the subcontractor will be reimbursed for expenditures up to the effective date of cancellation, including non-cancellable obligations.

After receipt of the Notice of Termination, the Subcontractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Subcontractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Subcontractor agrees to:

- A. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments.
- B. Assign to **SU AG CENTER**, at the time and to the extent directed by **SU AG CENTER**, all of the rights, title, and interest of the Subcontractor under the orders and subcontracts so terminated. **SU AG CENTER** shall have the right, and/or discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

## **ARTICLE XXI: CIVIL RIGHTS COMPLIANCE**

The Subcontractor hereby agrees to comply throughout the term of this subcontract with mandates of Title

VI and VII of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1972, as amended (29 U.S.C. 794) and the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.). The Subcontractor shall not discriminate on the basis of sexual orientation in any matter relating to employment. By signing this subcontract, the signatures certify that the federal and state laws and regulations, including, but not limited to, the required certifications set forth in the applicable USDA governing regulations are in compliance or have been satisfied.

## **ARTICLE XXII: GENERAL PROVISIONS**

The provisions contained in the Prime Grant between **SU AG CENTER** and **USDA/NIFA** shall be binding upon the Subcontractor and the subcontractor agrees to comply with the same. All other provisions are incorporated in this subcontract by reference with the same force and effect as though set forth herein in full text including but not limited to requirements imposed by or pursuant to law as a condition for receiving a covered state award including those required by law or regulation and any other requirements in the actual award documents. Prime Grant Number **USDA/NIFA-2024-38427-43461** is incorporated into this subcontract by reference with the same force and effect as if it was given in full text. However, upon request the contracting officer will make the Prime Grant available in full text.

**SU AG CENTER** and the Subcontractor represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations and all other communications between the parties with respect to the subject matter hereof. In the event that there is a conflict between the terms of this subcontract agreement, the Work Plan of the Contractor and the Primary Agreement, the following order of precedence shall control:

- A. The Subcontract
- B. The Work Plan
- C. The Prime Award and Other Provisions

The Provisions in the budget are hereby incorporated by reference in the same force and effect as if they were given in full text.

## **ARTICLE XXIII: MODIFICATIONS**

No modifications (e.g. changes in total funds allocated or duration of this project) shall be effective unless it is in writing, signed by duly authorized representatives of both parties, as stipulated in the budget of this subcontract.

Requests to modify the termination date of this subcontract must be received in the Office of Finance, at least **thirty (30) days** prior to the termination date of the original subcontract, or the most recent modification to the subcontract, whichever is appropriate. Requests for modifications must be submitted separately from other required reports.

## **ARTICLE XXIV: REMEDIES FOR DEFAULT CLAUSE**

As state agencies, both Parties have remedy to a court of competent jurisdiction for claims of default.

**ARTICLE XXV: HATCH ACT**

The subcontractor agrees that no funds provided, nor personnel employed under this subcontract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

**ARTICLE XXVI: GOVERNING LAWS**

This agreement shall be interpreted and enforced in accordance with the United States Department of Agriculture/National Institute of Food and Agriculture (USDA/NIFA) Regulations and other applicable federal laws. Either Party may submit this dispute to a court of competent jurisdiction.

**IN WITNESS WHEREFORE**, the parties hereto have caused this subcontract to be executed by their duly authorized representatives.

**SU AG CENTER, Baton Rouge**

**Accepted on behalf of North Carolina A&TS Univ**

By: Renita Marshall 10/16/2024  
Renita Marshall, DVM Date  
Project Director

By: Shengmin Sang 09/30/24  
Shengmin Sang, PhD Date  
Co-Project Director

Erica Holdaway 10-16-24  
Witness Date

Yichen Lin 09/30/24  
Witness Date

By: Orlando F. McMeans, PhD 10/22/2024  
Orlando F. McMeans, PhD Date  
Chancellor-Dean, SU AG Center

By: Tanjia May for Dr. Hodge-Penn  
Melissa Hodge-Penn, PhD Date 10/09/2024  
Associate Vice Chancellor for Research & Econ Dev

Angela Phelps 10/23/24  
Witness Date

Naomi Poteat  
Witness 10/01/2024  
Date

By: \_\_\_\_\_  
Dennis J. Shields, JD Date  
President, SU System

\_\_\_\_\_  
Witness Date

## ATTACHMENT I

### **WORK PLAN: North Carolina A&TS University (NC A&TSU)**

**\*\*Details of Work Plan are available in the proposal submitted to USDA/NIFA**

In this project, NC A&T will build a metabolomics research core facility that will be available to faculty at all 1890 institutions to conduct nutrition research. Dr. Shengmin Sang has the expertise to lead the development of this metabolomics core. Through collaborations with faculty at Southern University and Tuskegee University, North Carolina Agricultural and Technical State University will collect fecal samples from lean and obese African Americans from Louisiana, North Carolina and Alabama and investigate whether fecal metabolome can be used as the indicator of nutrition and health status and establish protocols for targeted and untargeted metabolomics approaches that can be used to help faculty at other 1890 institutions to study nutrition and health disparities. At the completion of this one-year project, we expect to **1)** establish targeted metabolomic methods to analyze the important microbial metabolites, such as SCFA, small molecular phenolic compounds, indoles, and TMAO, **2)** develop the platform for untargeted metabolomic analysis of fecal metabolites, **3)** identify the microbial metabolites that can discriminate lean individuals from obese individuals, and **4)** determine the association between food intake and gut microbiota profiles in the three geographic regions.

NC A&TSU will also work with faculty at Southern University and Tuskegee University to create innovative education programs, such as the 1890 COE research scholars and the nutrition and health disparities symposium series, to train students at 1890 institutions as the future leaders and ambassadors to help minority communities to combat chronic diseases through nutritional strategies. Furthermore, NC A&TSU will build a strong team with Southern and Tuskegee to provide training and education to minority communities to improve their quality of life through multiple existing and new Extension programs. NC A&TSU faculty member, Dr. Ramine Alexander will work with the team from the three partners to identify the research scholars at each institutions; develop a series of workshops/seminars to cover the basic knowledge related to health disparity; finalize the topics of the workshops/seminars; identify the potential speakers (academia faculty and Extension specialists) from each institution and non-1890 partners and prepare future plans for developing the shared courses focusing on nutrition and health disparity.

At the completion of this one-year project, we expect to **1)** recruit and train nine 1890 Center for Research and Extension Scholars (three scholars/university) and **2)** provide five symposium series on diet-related health disparities to the 1890 community. The proposed activities will maximize partnerships between Southern University, NC A&TSU and Tuskegee University. These partners will be a critical component

and key to providing training, mentoring and support to students and will lead to more Center Of Excellence visibility, which is important for the student's holistic development. These two multidisciplinary programs will strengthen the number of student leaders in the workforce through didactic, leadership and research-based training related to diet-related disparities. Moreover, the grant's collaborative efforts will allow students from various majors within agriculture to supplement their learning.

If it is needed the shared programs using emerging technologies include the Southern University's **Mobile Educational Technology Unit** and the NC A&TSU's **Speedway to Healthy** program will be utilized. **Speedway to Healthy** program has been designed to serve the children of North Carolina. Schools or organizations can book the **Speedway to Healthy** program exhibit by contacting the 4-H youth development or family and consumer sciences agent at their local North Carolina Cooperative Extension Center. The curriculum has now been placed online and can be used by anyone.

Also the NC A&TSU will provide quarterly reports, attend zoom meetings, follow the time line for the activities in research, teaching and extension, provide the kit and detail information regarding stool sample collection, evaluation, the PIs will attend the advisory committee meetings, handle the budget reports in a timely manner, and collaborate with Southern University and Tuskegee in writing any publications such as Journal articles, fact sheets, etc.

**ATTACHMENT II : BUDGET**

**SOUTHERN UNIVERSITY AGRICULTURAL RESEARCH AND EXTENSION CENTER**

Baton Rouge, Louisiana 70813

**Subject: Sub Contract Budget Form**

Subcontract Account Number: **SUS-SUAGCENTER-2024-09-0040-NC A&TS UNIVERSITY**

SU AG CENTER Account Number: **622728-65400-62000**

Project Director: Renita Marshall, DVM

Sub-Contract Project Director: Shengmin Sang, PhD

**Total: \$532,216.00**

| <b>FRS OBJECT</b> | <b>Banner OBJECT</b> | <b>OBJECT CLASS</b>               | <b>AMOUNT</b>     |
|-------------------|----------------------|-----------------------------------|-------------------|
|                   | <b>8300-77700</b>    | <b>Subagreement Costs</b>         |                   |
|                   |                      |                                   |                   |
| <b>8310</b>       | <b>77310</b>         | REGULAR SALARIES                  | <b>136,940.00</b> |
| <b>8320</b>       | <b>77320</b>         | UNDER GRADUATE SALARIES           | <b>19,200.00</b>  |
| <b>8330</b>       | <b>77330</b>         | GRADUATE SALARIES                 | <b>28,000.00</b>  |
|                   |                      |                                   | <b>50,804.00</b>  |
| <b>8340</b>       | <b>77340</b>         | FRINGE BENEFITS                   | <b>0</b> ✓        |
|                   |                      |                                   | <b>0</b>          |
| <b>8350</b>       | <b>77350</b>         | TRAVEL                            | <b>10,500.00</b>  |
| <b>8360</b>       | <b>77360</b>         | OPERATING SERVICES                | <b>4000.00</b>    |
|                   |                      |                                   | <b>0</b>          |
| <b>8370</b>       | <b>77370</b>         | MATERIALS & SUPPLIES              | <b>105,374.00</b> |
| <b>8380</b>       | <b>77380</b>         | INDIRECT COSTS                    | <b>158,320.00</b> |
| <b>8390</b>       | <b>77390</b>         | EQUIPMENT                         | <b>0</b>          |
| <b>8400</b>       | <b>77400</b>         | OTHER CHARGES (Tuition Remission) | <b>19,078.00</b>  |
|                   |                      |                                   | <b>0</b>          |
| <b>8410</b>       | <b>77410</b>         | PROFESSIONAL SERVICE              | <b>0</b>          |
| <b>8420</b>       | <b>77420</b>         | STIPENDS                          | <b>0</b>          |
|                   |                      |                                   | <b>0</b>          |
|                   |                      | SUBCONTRACTS (Other charges)      | <b>0.00</b>       |
|                   |                      |                                   | <b>0,000</b>      |
|                   |                      |                                   | <b>0</b>          |
|                   |                      | <b>TOTALS</b>                     | <b>532,216.00</b> |

## ADDENDUM

### SPECIFIC GOALS AND OBJECTIVES

The goal of this project is to develop and implement the **Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life** Research, Extension, and Teaching Projects. The project is a collaborative effort between the SU AG CENTER, **North Carolina Agricultural and Technical State University, Greensboro, North Carolina, Tuskegee University, Tuskegee, Alabama, and 1890 Universities Foundation**. Parties are to ensure deliverables as outlined on the Work Plan (Attachment I).

### MEASURES OF PERFORMANCE

The Southern University Agricultural Research and Extension Center will receive and review all contract documents and deliverables provided by **North Carolina Agricultural and Technical State University** in reference to this contract for conformity with the proposal request. The Subcontractor will submit quarterly and annual reports detailed in Attachment I contained in the Work Plan.

### MONITORING PLAN

The Southern University Agricultural Research and Extension Center will review every phase of this project. Renita Marshall, Project Director, will monitor the plan for deliverables compliance by subcontractor. Subcontractor will provide a monthly invoice of services reflecting activities completed during period reported.

**Administrative Operations between SU AG CENTER and North Carolina A&T State University -**  
The SU AG CENTER will administer the grant. As such, the SU AG CENTER w North Carolina Agricultural and Technical State University will be responsible for submitting all programmatic and financial reports to the funding agency in accordance with the conditions delineated in the contract. **North Carolina A&T State University** is expected to submit to the SU AG CENTER all required reports for review and approval. Once approved by the SU AG CENTER, reports will be submitted to the funding agency for final review, and approval and disbursement of funds. Funds will be disbursed directly to the subcontractors with notification of amounts and purpose being provided to the SU AG CENTER. The SU AG CENTER through Renita Marshall, Project Director, will be responsible for submitting to the agency a final report that delineates progress toward meeting deliverables as contained in the proposal. **North Carolina Agricultural and Technical State University** will be responsible for submitting in writing to the SU AG CENTER a final report containing accomplishments by deliverables for its projects and its subcontractors.



**Attachment 3A**  
**Research Subaward Agreement**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

**PTE Information**

Entity Name:

Legal Address:

Website:

**PTE Contacts**

Central Email:

Principal Investigator Name:

Email:  Telephone Number:

Administrative Contact Name:

Email:  Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:  Telephone Number:

Email invoices?  Yes  No Invoice email (if different):

Authorized Official Name:

Email:  Telephone Number:

**PI Address:**

181 B. A. Little Drive, A. O. Williams Hall  
P. O. Box 10010, Southern University  
Baton Rouge, LA 70813/0010

**Administrative Address:**

181 B. A. Little Drive, A. O. Williams Hall  
P. O. Box 10010, Southern University  
Baton Rouge, LA 70813/0010

**Invoice Address:**

181 B. A. Little Drive, A. O. Williams Hall  
P. O. Box 10010, Southern University  
Baton Rouge, LA 70813/0010

**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:

**Subrecipient Information for FFATA reporting**

Entity's UEI Name: North Carolina Agricultural and Technical State University

EIN No.: 07-157-6482 Institution Type: Historically Black Colleges & Universities (HBCUs)

UEI: SKH5GMBR9GL3 Currently registered in SAM.gov:  Yes  No  
Exempt from reporting executive compensation:  Yes  No (if no, complete 3Bpg2)

Parent UEI: N/A This section for U.S. Entities: Zip Code Look-up

Place of Performance Address Congressional District: NC-006 Zip Code+4: 27411-0002

500 Laureate Way, UNC Nutrition Research Building, Suite 4222,  
Kannapolis, NC, 28081 + 0004

**Subrecipient Contacts**

Central Email: divofres@ncate.edu

Website: www.ncat.edu/research

Principal Investigator Name: Shengmin Sang

Email: ssang@ncat.edu Telephone Number: 704-250-5709

Administrative Contact Name: Lea Newkirk

Email: divofres@ncat.edu; lnewkirk@ncat.edu Telephone Number: 336-334-7995

Financial Contact Name: Melissa Hodge-Penn

Email: divofres@ncat.edu Telephone Number: 336-334-7995

Invoice Email: contract@ncat.edu

Authorized Official Name: Melissa Hodge-Penn

Email: divofres@ncat.edu Telephone Number: 336-334-7995

**Legal Address:**

North Carolina Agricultural and Technical State University  
1601 East Market Street  
Greensboro, NC 27411-0002

**Administrative Address:**

North Carolina Agricultural and Technical State University  
1601 East Market Street  
Greensboro, NC 27411-0002

**Payment Address:**

North Carolina Agricultural and Technical State University  
Contracts and Grants  
1601 East Market Street  
Greensboro, NC 27411-0002

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

**Subrecipient:**

Institution Name:

PI Name:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

**United States Department of Agriculture  
National Institute of Food and Agriculture  
AWARD FACE SHEET**

|                                         |                                 |                                         |                                                                  |                                       |
|-----------------------------------------|---------------------------------|-----------------------------------------|------------------------------------------------------------------|---------------------------------------|
| <b>1. Award No.</b><br>2024-38427-43461 | <b>2. Amendment No.</b>         | <b>3. Proposal Number</b><br>2024-07422 | <b>4. Period of Performance</b><br>08/01/2024 through 07/31/2027 | <b>5. Type of Instrument</b><br>Grant |
| <b>6. Type of Action</b><br>New         | <b>7. CFDA Number</b><br>10.523 | <b>8. FAIN</b><br>20243842743461        | <b>9. Method of Payment</b><br>ASAP 38427434613842724000         | <b>10. CRIS Number</b><br>1033085     |

**11. Authority:**  
7 U.S.C. 3221, Sec 774 of P.L. 116-6, Centers of Excellence at 1890 Institutions

|                                                                                                                                                                     |                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>12. Agency (Name and Address)</b><br>Awards Management Division<br>National Institute of Food and Agriculture/USDA<br>805 Pennsylvania Ave Kansas City, MO 64105 | <b>13. Awardee Organization</b><br>SOUTHERN UNIVERSITY AGRICULTURAL & MECHANICAL COLLEGE<br>BATON ROUGE, LA 70813-0001 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                |                                                                                                                    |                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>14. Program Point of Contact:</b><br>Peter Motavalli<br>Telephone: 816-708-8744<br>peter.motavalli@usda.gov | <b>Administrative Point of Contact:</b><br>Michael Collier<br>Telephone: 251-298-2883<br>michael.collier2@usda.gov | <b>15. Project Director/Performing Organization</b><br>Renita Marshall<br>Southern University Agricultural Research & Extension Ce<br>Baton Rouge, LA 70813 |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                     |                       |                    |                             |                |                   |               |
|---------------------|-----------------------|--------------------|-----------------------------|----------------|-------------------|---------------|
| <b>16. Funding:</b> | <u>Federal</u>        | <u>Non-Federal</u> | <b>17. Funds Chargeable</b> |                |                   |               |
| Previous Total      | \$0.00                | \$0.00             | <u>FY-TAS-FDC</u>           | <u>Amount</u>  | <u>FY-TAS-FDC</u> | <u>Amount</u> |
| + or -              | \$1,680,000.00        | \$0.00             | 24-1241500-38427            | \$1,680,000.00 |                   |               |
| Total               | \$1,680,000.00        | \$0.00             |                             |                |                   |               |
| <b>Grand Total</b>  | <b>\$1,680,000.00</b> |                    |                             |                |                   |               |

**18. Title of Proposal**  
Center of Excellence for Nutrition, Health, Wellness, and Quality of Life

**PROVISIONS**

**This Award incorporates the following:**

- Funds in the amount of \$10,000 are being withheld pending receipt and approval of consultant's required information. Of the amount awarded, \$1,670,000 are released for expenditure. Please submit the requested information to 1890@usda.gov with a copy to the Administrative Point of Contact referenced in Block 14 above.
- The referenced proposal and any revision thereto - incorporated by reference
- Research Terms and Conditions and USDA/NIFA Agency-Specific Terms and Conditions (January 26, 2024) at <http://nifa.usda.gov/terms-and-conditions>.
- General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; and, Title 7: 7 CFR Part 3430 - all incorporated by reference and found at [https://www.nsf.gov/bfa/dias/policy/fedrtrc/rtcoverlay\\_nov20.pdf](https://www.nsf.gov/bfa/dias/policy/fedrtrc/rtcoverlay_nov20.pdf).
- The Approved Award Budget
- NIFA Project Initiation Documents - incorporated by reference
- Section 7 U.S.C 3310(a) limits indirect costs for the OVERALL award to 30 percent of Total Federal Funds Awarded (TFFA) under a research, education, or extension grant or the grantee's Federally Negotiated Rate, whichever is less. The cap applies to the prime recipient and all sub-awardees. Please be aware that when IDC for the recipient and all sub-awardees are totaled, they must not exceed 30% of the TFFA. Be advised that the prime recipient is responsible for ensuring the maximum indirect cost allowed for the award is not exceeded when combining indirect costs for the Federal portion (i.e., prime and subawardee(s)) and any applicable cost-sharing (see 7 CFR 3430.52(b)). Amounts exceeding the maximum allowable indirect cost is considered unallowable. See sections 408 and 410 of 2 CFR 200. The Terms and Conditions allow the Authorized Representative of the prime recipient organization to make the budget changes without notifying NIFA.
- Colleges/Universities/Institutions of Higher Education Only: The negotiated rate(s) for F&A/IDC costs in effect at the time this award was approved is the F&A/IDC rate(s) that must be used for the life of this award.
- Failure to submit complete, accurate, and timely reports may result in possible award delays or enforcement actions. Federal Financial SF-425 forms are to be sent to 1890@usda.gov. Project progress reports are to be completed in the REEport portal located at <https://portal.nifa.usda.gov>. Questions regarding access to REEport should be directed to [electronic@usda.gov](mailto:electronic@usda.gov). Additional information regarding grant management and closeout can be found at: <https://www.nifa.usda.gov/grants/lifecycle/post-award> and <https://www.nifa.usda.gov/grants/lifecycle/close-out>.
- The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the

**FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE**

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

|                                                                   |                               |                           |
|-------------------------------------------------------------------|-------------------------------|---------------------------|
| <b>Typed Name</b><br>Mark Heap<br>Authorized Departmental Officer | <b>Signature</b><br>MARK.HEAP | <b>Date</b><br>07/26/2024 |
|-------------------------------------------------------------------|-------------------------------|---------------------------|

**United States Department of Agriculture  
National Institute of Food and Agriculture  
AWARD FACE SHEET**

|                                                                                                                                                                     |                                 |                                                                                                                    |                                                                                                                        |                                                                                                                                                             |                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>1. Award No.</b><br>2024-38427-43461                                                                                                                             | <b>2. Amendment No.</b>         | <b>3. Proposal Number</b><br>2024-07422                                                                            | <b>4. Period of Performance</b><br>08/01/2024 through 07/31/2027                                                       | <b>5. Type of Instrument</b><br>Grant                                                                                                                       |                                   |
| <b>6. Type of Action</b><br>New                                                                                                                                     | <b>7. CFDA Number</b><br>10.523 | <b>8. FAIN</b><br>20243842743461                                                                                   |                                                                                                                        | <b>9. Method of Payment</b><br>ASAP 38427434613842724000                                                                                                    | <b>10. CRIS Number</b><br>1033085 |
| <b>11. Authority:</b><br>7 U.S.C. 3221, Sec 774 of P.L. 116-6, Centers of Excellence at 1890 Institutions                                                           |                                 |                                                                                                                    |                                                                                                                        |                                                                                                                                                             |                                   |
| <b>12. Agency (Name and Address)</b><br>Awards Management Division<br>National Institute of Food and Agriculture/USDA<br>805 Pennsylvania Ave Kansas City, MO 64105 |                                 |                                                                                                                    | <b>13. Awardee Organization</b><br>SOUTHERN UNIVERSITY AGRICULTURAL & MECHANICAL COLLEGE<br>BATON ROUGE, LA 70813-0001 |                                                                                                                                                             |                                   |
| <b>14. Program Point of Contact:</b><br>Peter Motavalli<br>Telephone: 816-708-8744<br>peter.motavalli@usda.gov                                                      |                                 | <b>Administrative Point of Contact:</b><br>Michael Collier<br>Telephone: 251-298-2883<br>michael.collier2@usda.gov |                                                                                                                        | <b>15. Project Director/Performing Organization</b><br>Renita Marshall<br>Southern University Agricultural Research & Extension Ce<br>Baton Rouge, LA 70813 |                                   |
| <b>16. Funding:</b>                                                                                                                                                 |                                 |                                                                                                                    | <b>17. Funds Chargeable</b>                                                                                            |                                                                                                                                                             |                                   |
|                                                                                                                                                                     | <u>Federal</u>                  | <u>Non-Federal</u>                                                                                                 | <u>FY-TAS- FDC</u>                                                                                                     | <u>Amount</u>                                                                                                                                               | <u>FY-TAS-FDC</u> <u>Amount</u>   |
| Previous Total                                                                                                                                                      | \$0.00                          | \$0.00                                                                                                             | 24-1241500-38427                                                                                                       | \$1,680,000.00                                                                                                                                              |                                   |
| + or -                                                                                                                                                              | \$1,680,000.00                  | \$0.00                                                                                                             |                                                                                                                        |                                                                                                                                                             |                                   |
| <b>Total</b>                                                                                                                                                        | <b>\$1,680,000.00</b>           | <b>\$0.00</b>                                                                                                      |                                                                                                                        |                                                                                                                                                             |                                   |
| <b>Grand Total</b>                                                                                                                                                  | <b>\$1,680,000.00</b>           |                                                                                                                    |                                                                                                                        |                                                                                                                                                             |                                   |

**18. Title of Proposal**  
Center of Excellence for Nutrition, Health, Wellness, and Quality of Life

**PROVISIONS**

award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at [asapcustomerservice@usda.gov](mailto:asapcustomerservice@usda.gov).

11. Prohibition against using funds under Grants and Cooperative Agreements with entities that require certain internal confidentiality agreements are referenced at <https://nifa.usda.gov/prohibition-confidentiality-agreements>

12. If you have any questions concerning this action; please contact the 1890s mailbox ([1890@usda.gov](mailto:1890@usda.gov)) and cc the Administrative Point of Contact listed above.

13. Form AD-1048 or other NIFA approved format must be completed by the approved consultant(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (<https://www.usda.gov/sites/default/files/documents/ad-1048.pdf>)

14. Pursuant to 2 CFR 200.332, pass-through entities must appropriately monitor subrecipient activities and must convey the requirements of the Federal grant as well as any additional requirements imposed by the pass-through entity. NIFA reserves the right to request and review subaward budget information during or after the Period of Performance of this award. Form AD-1048 or other NIFA approved format must be completed by the approved subawardee(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (<https://www.usda.gov/sites/default/files/documents/ad-1048.pdf>)

15. This application has met the criteria for a Center of Excellence.

16. The organization's rate result in the lesser indirect cost dollars for this project and is therefore the rate that must be used when charging indirect costs under this award.

**Co-Project Director(s):**

Kiyana Kelly (Southern University and A&M College, Baton Rouge), De'Shoin York (Southern University and A&M College, Baton Rouge), Shengmin Sang (North Carolina A&T State University), Norma Dawkins (Tuskegee University)

**FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE**

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.



**Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
 Primary Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
  4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

|                                                                                          |                                                                                        |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| ORGANIZATION NAME<br>North Carolina Agricultural and Technical State Unive               | PR/AWARD NUMBER OR PROJECT NAME<br>Center Of Excellence For Nutrition, Health, Wellnes |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)<br>Lea Newkirk; Grant Administrator |                                                                                        |
| SIGNATURE<br><b>Lea Newkirk</b>                                                          | DATE<br>October 15, 2024                                                               |
| Digitally signed by Lea Newkirk<br>Date: 2024.10.15 08:27:16 -04'00'                     |                                                                                        |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**NORTH CAROLINA AGRICULTURAL AND TECHNICAL STATE UNIVERSITY**

2 Business name/disregarded entity name, if different from above  
**NC A&T STATE UNIVERSITY**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1601 EAST MARKET STREET**

6 City, state, and ZIP code  
**GREENSBORO, NORTH CAROLINA 27411**

7 List account number(s) here (optional)

Requester's name and address (optional)  
**NC Sales/Use Tax Exemption #400045  
NC A&T is an agency of the state of North Carolina - 1099 not required**

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

|  |  |  |   |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|
|  |  |  | - |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|

OR

Employer identification number


|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 6 | - | 6 | 0 | 0 | 0 | 0 | 0 | 7 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  University Director of Accounting Date ▶ 3/31/21

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**SUB-CONTRACT  
SUS-SUAGCENTER-  
2004-09-0042-1890  
FOUNDATION**



## "Linking Citizens of Louisiana with Opportunities for Success"

Southern University and A & M College System  
AGRICULTURAL RESEARCH AND EXTENSION CENTER  
and the COLLEGE OF AGRICULTURAL, FAMILY AND CONSUMER SCIENCES

Ashford O. Williams Hall  
P. O. Box 10010  
Baton Rouge, LA 70813  
(225) 771-2242  
(225) 771-2861 Fax  
www.suagcenter.com

OFFICE OF THE CHANCELLOR-DEAN

November 7, 2024

To: Mrs. Linda Antoine  
Director of Purchasing

Subject: **LETTER OF JUSTIFICATION: SUB-CONTRACT SUS-SUAGCENTER-2024-09-0042-1890 FOUNDATION**

The purpose of SUB-CONTRACT SUS-SUAGCENTER-2024-09-0042-1890 FOUNDATION is to implement the Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life Research, Extension, and Teaching Projects as approved by the United States Department of Agriculture/National Institute of Food and Agriculture (USDA/NIFA), Award number 2024-38427-43461.

We sincerely apologize for the delay in submitting documents pertaining to this sub contract to your office for processing. We had to wait for USDA/NIFA approval letters, and signatures from the collaborating institution in order to submit these documents for processing.

We sincerely regret the inconveniences that this may cause you and your office. Should you have further questions, please contact me at 225-771-3660. Thank you in advance for your usual understanding and speedy handling of our requests.

Sincerely,

*rJL*

Orlando F. McMeans, Ph.D.  
Chancellor-Dean

cc Mrs. Brunetta C. Dillard, Vice Chancellor for Finance and Administration  
Mrs. Tamika Porter, Comptroller  
Dr. Renita Marshall, Vice Chancellor for Academics and Student Support-Associate Dean/Project Director  
Dr. Oscar Udoh, Director, Grants and Contracts

GRANT: USDA/NIFA-2024-38427-43461

SUBCONTRACT: SUS-SUAGCENTER-2024-09-0042-1890 FOUNDATION

**PREAMBLE**

**TIDS SUBCONTRACT**, made and entered into by and between, **SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM - Southern University Agricultural Research and Extension Center** (hereinafter referred to as **SU AG CENTER**) and the **1890 Universities Foundation** officially domiciled at, Washington, D.C. (hereinafter referred to as the "**Subcontractor**"), which constitutes Subcontract Number: **SUS-SUAGCENTER-2024-09-0042-1890 FOUNDATION**.

**WITNESSETH:**

**WHEREAS**, the **United States Department of Agriculture-National Institute of Food and Agriculture (USDA-NIFA)**, hereinafter referred to as the "**Prime Agency**", has awarded a grant to the **SU AG CENTER** to implement the **Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life** Research, Extension, and Teaching Projects; and

**WHEREAS**, **SU AG CENTER** desires to retain the Subcontractor to implement and provide deliverables/services regarding the **Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life** Research, Extension, and Teaching Projects as hereinafter described; and

**WHEREAS**, the Subcontractor has skilled personnel and facilities available to perform the work and/or services described in a manner contemplated herein; and

**WHEREAS**, the Subcontractor and **SU AG CENTER** desire this agreement and the work to be performed under it to fully comply with the appropriate laws and regulations;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The **SU AG CENTER** hereby subcontracts with **Subcontractor** who agrees to proceed with all deliverables in proper sequence as set forth in the **Work Plan** and in the time specified, of the items of work for the project as hereinafter set forth.

**ARTICLE I: PROJECT IDENTITY**

The subcontract will be identified as **SUS-SUAGCENTER-2024-09-0042-1890 FOUNDATION**. All invoices and other correspondence submitted to **SU AG CENTER** in connection with this subcontract shall

Witness my hand and seal this 1st day of August, 2024.

## **ARTICLE II: SCOPE OF WORK.**

The Subcontractor agrees to perform the work described in accordance with the Work Plan incorporated as **Attachment I**, and made a part hereof.

## **ARTICLE III: PERIOD OF PERFORMANCE**

The period of performance for this subcontract shall commence on **August 1, 2024**, and shall not extend beyond **July 31, 2027** unless agreed to in writing by both parties hereto. Any continuation or extension of this subcontract is subject to receipt by **SU AG CENTER** of specific funding and time extension from the primary agency under the primary grant for continuation of the Subcontractor's portion of work.

## **ARTICLE IV: KEY TECHNICAL PERSONNEL**

The Project Director is **Renita Marshall, DVM** (hereinafter referred to as the "Project Director") who shall coordinate the efforts of **SU AG CENTER** and the Subcontractor. All technical reports shall be submitted in accordance with **Attachment I** and the approved task assignments. Technical reports shall be submitted in duplicate to:

Renita Marshall, DVM  
Vice Chancellor for Academics and Student  
Support-Associate Dean, CAHES  
SU Agricultural Center  
102 Fisher Hall, P. O. Box 10010, SU  
Baton Rouge, LA 70813  
Phone: 225-771-0252  
renita\_marshall@suagcenter.com  
renita\_marshall@subr.edu  
renita.marshall@sus.edu

**Antonio McLaren, PhD** shall be responsible for the performance of work described in **Attachment I** on behalf of the Subcontractor and shall not be replaced without the prior written approval of an authorized official of **SU AG CENTER**.

## **ARTICLE V: ADMINISTRATION**

The designated administrative contact for **SU AG CENTER** shall be:

Mrs. Brunetta Gamble-Dillard  
Vice Chancellor for Finance and Administration  
Southern University Agricultural Research & Extension Center  
P. O. Box 10010  
Baton Rouge, LA 70813  
Phone: 225-771-5707; Fax: 225-771-2639  
brunetta\_dillard@suagcenter.com

The designated administrative contact for the Subcontractor shall be:

Dr. Antonio McLaren  
1220 L Street NW, Suite 1000  
Washington, D.C. 20005-4825  
Phone: 202-360 9406  
[amclaren@1890foundation.org](mailto:amclaren@1890foundation.org)

#### **ARTICLE VI: DELIVERABLES**

As evidence of timely progress of the completion of services rendered under the terms of this subcontract, the Subcontractor shall submit to **SU AG CENTER** the services rendered under this Subcontract as set forth in **Attachment I**, Work Plan. Copies of all papers, presentations or reports made shall be provided to the Project Director. The subcontractor shall submit interim reports quarterly beginning **November 2024** and a final report on **July 1, 2027** prior to the expiration of this subcontract.

#### **ARTICLE VII: INSPECTION**

Designated representatives of **SU AG CENTER** and the Prime Agency shall have the right to inspect and review the progress of the work performed and financial records pertaining to the work pursuant to this subcontract. All facilities, including access to relevant data, software, and documentation used or generated under this subcontract shall be made available when such inspections are conducted. Inspections shall be conducted in a manner as to not unduly delay the progress of the work and **SU AG CENTER** shall give the Subcontractor notice prior to conducting any such inspection.

#### **ARTICLE VIII: PRICE, PAYMENT AND SUBMISSION OF INVOICE**

This is a cost reimbursement type subcontract for a total amount not to exceed **\$330,000.00**. This includes the estimated indirect costs and shall be disbursed according to the budget which is incorporated as **Attachment II** to this subcontract. It is estimated that the obligated funds will cover all areas of subcontract performance from **August 1, 2024 to July 31, 2027**.

The fund currently obligated under this contract is **\$330,000.00**. This fund is deemed sufficient to cover all work outlined in the statement of work for the project period beginning **August 1, 2024 to July 31, 2027**. The obligation of subsequent funds is dependent upon the satisfactory performance of work and future funding from the funding agency. All unexpended funds shall be refunded to the Primary Agency.

Payment for performance under this subcontract agreement must be made in compliance with the approved budget. Only those costs incurred during the effective periods of this subcontract shall be reimbursable. **SU AG CENTER** will disburse funds to **1890 Universities Foundation** within 45 days of receipt of invoice (or written request for payment).

All costs incurred in the performance of this subcontract are subject to limitation of **ARTICLES IX and X** and the approved budget, **Attachment II**. Deviation from cost categories must have the prior written approval of **SU AG CENTER** in accordance with applicable cost principles. Payments for performance under this subcontract will be made on a cost reimbursement basis after receipt of a proper invoice itemized by major cost category. Invoices shall be submitted within thirty (30) days following the completion of work and costs incurred during the preceding calendar month. Any TRAVEL will be subject to applicable federal and state laws and regulations including Office of Management and Budget (OMB) Circular A-21.

The final invoice under this subcontract shall be submitted no later than **forty-five (45) days** before the expiration date of this subcontract. Payment of invoice is contingent upon receipt of the final technical and fiscal reports and other required documentation.

Invoices shall be submitted to:

**Renita Marshall, DVM**  
SU Agricultural Center  
102 Fisher Hall, P. O. Box 10010, SU  
Baton Rouge, LA 70813  
Phone: 225-771-0252  
renita\_marshall@suagcenter.com  
renita\_marshall@subr.edu  
renita.marshall@sus.edu

#### **ARTICLE IX: ALLOWABLE COSTS**

The normal policies of the Subcontractor governing salaries, wages, and fringe benefits shall apply to all employees of the Subcontractor paid from this subcontract. Allowable costs under this subcontract shall be determined in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-21, hereby incorporated by reference and in accordance with other applicable state and federal laws.

#### **ARTICLE X: INDIRECT COSTS**

The estimated indirect costs of the subcontract are included in the budget - Attachment II

#### **ARTICLE XI: ACCOUNTS, AUDITS AND RECORDS**

A. The Subcontractor shall maintain all books, records, documents and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs incurred for the performance of this subcontract for **three (3) years** from the final date of the subcontract term for inspection by **SU AG CENTER**, the **Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration**, and the **United States Department of Agriculture-National Institute of Food and Agriculture**. **SU AG CENTER** shall not be responsible for the repayment of any costs disallowed by audit. In addition, at any time during the contract period **SU AG CENTER** shall have the right to require the Subcontractor to furnish within **thirty (30) days** of receipt of written notice, copies of technical documents, notes and files collected or prepared by the Subcontractor in connection with this subcontract.

B. The Subcontractor's facilities (or any such part thereof may be engaged in the performance of this subcontract) and records shall be subject at all reasonable times to inspection and audit by **SU AG CENTER**, or an authorized representative(s).

C. **SU AG CENTER** shall reserve the right to request Subcontractor's audit reports, and Subcontractor's records are subject to inspection by **SU AG CENTER**. Subcontractor will be responsible for any audit disallowances associated with the task identified in this agreement.

#### **ARTICLE XII: PUBLICATION BY SUBCONTRACTOR**

Southern University supports and encourages both independent and collaborative publications of reports resulting from research authorized under the terms of this subcontract. However, only those persons officially connected with the project are eligible to publish. When publishing collaboratively, the order of authorship shall reflect the percentage of contribution by the authors. Subcontractor shall furnish a list of publications resulting from research submitted to the project director. When publishing jointly with **SU AG CENTER**, the Subcontractor shall furnish to **SU AG CENTER** a copy of publication for review prior to publication. All independent publications by the Subcontractor must contain the following statement.

**"Although the project described in this article has been funded in whole or in part by a subcontract from Southern University System -Baton Rouge, it has not been subjected to SU AG CENTER'S peer and administrative review and therefore may not necessarily reflect the views of SU AG CENTER and no official endorsement should be inferred."**

#### **ARTICLE XIII: PUBLIC LIABILITY**

Each party agrees to indemnify, defend, and to hold the other, its officers, directors, agents, and employees, harmless to the extent allowed by law against any and all claims, demands, suits and judgments of the sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of negligent act or omission, operation or work of the Subcontractor, its agents, or employees while engaged upon or in connection with services required or performed by the Subcontractor.

#### **ARTICLE XIV: ASSIGNABILITY**

The Subcontractor shall not assign any interest in this subcontract, and shall not transfer any interest or any of the effort required under **ARTICLE I** in the same (whether by assignment or notation), without the prior written consent of **SU AG CENTER** thereto; provided, however, that all claims for money due or to become due to the Subcontractor under the subcontract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Contracting Officer of **SU AG CENTER**.

#### **ARTICLE XV: CLAIMS FOR LIENS**

The Subcontractor shall be solely liable for and shall hold **SU AG CENTER** harmless from any and all claims or liens for labor, services, or material furnished to the Subcontractor in connection with the performance of its obligations under this subcontract.

## **ARTICLE XVI: CODE OF ETHICS FOR UNIVERSITY EMPLOYEES**

The Subcontractor acknowledges that Chapter 15 of Title 42 of the L.R.S. (R.S. 42-1001 et Seq., Code of Governmental Ethics) applies to the Subcontractor in the performance of services called for in this subcontract. The Subcontractor agrees to notify the University if potential violations of Code of Governmental Ethics arise at any time during the term of this subcontract.

## **ARTICLE XVII: COMPLIANCE WITH LAW**

The Subcontractor and its employee(s) shall comply with all applicable federal, state and local laws and ordinances, as shall all others employed by the same in carrying out the provisions of this subcontract.

## **ARTICLE XVIII: COVENANT AGAINST CONTINGENT FEES**

The Subcontractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely, for the Subcontractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Subcontractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **ARTICLE XIX: PAYMENT OF TAXES**

The Subcontractor shall be responsible for the payment of all taxes for funds received from this contract under IRS Number 20-5683899 (1890 Universities Foundation)

## **ARTICLE XX: TERMINATION FOR CAUSE OR CONVENIENCE**

The termination of this subcontract for cause or convenience shall be governed by the provisions of OMB Circular A-110 entitled, "Suspension and Termination Procedures," which is hereby incorporated by reference and 7CFR 3015, Part U, which are incorporated by reference.

Either **SU AG CENTER** or Subcontractor may terminate this subcontract upon thirty (30) days written notification to the other party. In the event of termination, subcontractor will be reimbursed for expenditures up to the effective date of cancellation, including non-cancellable obligations.

After receipt of the Notice of Termination, the Subcontractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Subcontractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Subcontractor agrees to:

- A. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments.
- B. Assign to **SU AG CENTER**, at the time and to the extent directed by **SU AG CENTER**, all of the rights, title, and interest of the Subcontractor under the orders and subcontracts so terminated. **SU AG CENTER** shall



have the right, and/or discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

## **ARTICLE XXI: CIVIL RIGHTS COMPLIANCE**

The Subcontractor hereby agrees to comply throughout the term of this subcontract with mandates of Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1972, as amended (29 U.S.C. 794) and the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.). The Subcontractor shall not discriminate on the basis of sexual orientation in any matter relating to employment. By signing this subcontract, the signatures certify that the federal and state laws and regulations, including, but not limited to, the required certifications set forth in the applicable USDA governing regulations are in compliance or have been satisfied.

## **ARTICLE XXII: GENERAL PROVISIONS**

The provisions contained in the Prime Grant between **SU AG CENTER** and **USDA/NIFA** shall be binding upon the Subcontractor and the subcontractor agrees to comply with the same. All other provisions are incorporated in this subcontract by reference with the same force and effect as though set forth herein in full text including but not limited to requirements imposed by or pursuant to law as a condition for receiving a covered state award including those required by law or regulation and any other requirements in the actual award documents. Prime Grant Number **USDA/NIFA-2024-38427-43461** is incorporated into this subcontract by reference with the same force and effect as if it was given in full text. However, upon request the contracting officer will make the Prime Grant available in full text.

**SU AG CENTER** and the Subcontractor represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations and all other communications between the parties with respect to the subject matter hereof. In the event that there is a conflict between the terms of this subcontract agreement, the Work Plan of the Contractor and the Primary Agreement, the following order of precedence shall control:

- A. The Subcontract
- B. The Work Plan
- C. The Prime Award and Other Provisions

The Provisions in the budget are hereby incorporated by reference in the same force and effect as if they were given in full text.

## **ARTICLE XXIII: MODIFICATIONS**

No modifications (e.g. changes in total funds allocated or duration of this project) shall be effective unless it is in writing, signed by duly authorized representatives of both parties, as stipulated in the budget of this subcontract.

Requests to modify the termination date of this subcontract must be received in the Office of Finance, at least **thirty (30) days** prior to the termination date of the original subcontract, or the most recent modification to the subcontract, whichever is appropriate. Requests for modifications must be submitted separately from other required reports.

**ARTICLE XXIV: REMEDIES FOR DEFAULT CLAUSE**

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S.39:1524 and 1525.

**ARTICLE XXV: HATCH ACT**

The subcontractor agrees that no funds provided, nor personnel employed under this subcontract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

**ARTICLE XXVI: GOVERNING LAWS**

This agreement shall be interpreted and enforced in accordance with the United States Department of Agriculture/National Institute of Food and Agriculture (USDA/NIFA) Regulations and other applicable federal laws. The parties to this agreement hereby submit to the personal jurisdiction of the State of Louisiana for the purposes of enforcing this agreement.

**IN WITNESS WHEREFORE**, the parties hereto have caused this subcontract to be executed by their duly authorized representatives.

**SU AG CENTER, Baton Rouge**

By: Renita Marshall 10/9/2024

Renita Marshall, DVM                      Date  
Project Director

**Accepted on behalf of 1890 Universities Foundation**

By: Antonio McLaren Digitally signed by Antonio McLaren  
Date: 2024.10.09 08:32:52-0400                      10-7-2024\_\_

Antonio McLaren, Ed.D                      Date  
Co-Project Director

Katrena R Hanks Digitally signed by Katrena R. Hanks  
Date: 2024.10.09 08:32:14-0400

Witness                      Date

By: t9L 10/16/2024

Orlando F. McMeans, PhD                      Date  
Chancellor-Dean, SU AG Center

By: Antonio McLaren Digitally signed by Antonio McLaren  
Date: 2024.10.09 08:32:52-0400                      10-7-2024\_\_\_\_\_

Antonio McLaren, Ed.D.                      Date  
Vice President of Programs

Katrena R. Digitally signed by  
Katrena R. Hanks

Hanks Date: 2024.10.09 08:32:52-0400

Witness                      Date

By: \_\_\_\_\_  
Dennis J. Shields, JD                      Date  
President, SU System

Witness                      Date

## ATTACHMENT I

### WORK PLAN

#### Work Plan: 1890 Universities Foundation

**\*' Details of Work Plan are available in the proposal submitted to USDA/NIFA**

The 1890 Universities Foundation (The Foundation) shall provide administrative services to implement the Center Of Excellence (COE) through a sub-contractual agreement. The Foundation shall

1. Assist the COE in implementing a competitive sub-award process for engaging other 1890 universities. Ensure there is appropriate communication throughout the 1890 System.
2. Issue RFAs based on agreed upon Center's objectives and priorities. Ensure an open, fair and transparent competitive process for inclusion of many 1890 universities based on funding availability.
3. Collect and pre-screen proposals.
4. Assemble Ad Hoc Review Panels to diligently review proposals ensuring fairness to all participating 1890 universities. Each application will be reviewed by three independent reviewers based on their knowledge and expertise.
5. Schedule conference calls with reviewers to address concerns and reach agreement on final awards.
6. Communicate selection process, results and recommended awards to the COE director.
7. Assist the COE leadership team in post award activities including necessary administrative functions.
8. Assist in the timely distribution of funds to award recipients.
9. Collect financial records as necessary for reporting and accountability (\$250,000 for 5 sub-awards @ \$50,000 each).
10. Participate in meetings with the COE leadership and collaborating institutions.
11. Assist the COE leadership in the selection and establishment of advisory committees, governing entities, external partners and resource mobilization.
12. Assist in the development and execution of MOUs where necessary (\$80,000).

**ATTACHMENTII:BUDGET**

**SOUTHERN UNIVERSITY AGRICULTURAL RESEARCH AND EXTENSION CENTER**

Baton Rouge, Louisiana 70813

**Subject: Sub Contract Budget Form**

Subcontract Account Number: SUS-SUAGCENTER-2024-09-0042-1890 FOUNDATION

**SU AG CENTER Account Number: 622728-65400-62000**

Project Director: Renita Marshall, DVM

Sub-Contract Project Director: Antonio McLaren, PhD

**Total: \$330,000.00**

| <b>FRS OBJECT</b> | <b>Banner OBJECT</b> | <b>OBJECT CLASS</b>          | <b>AMOUNT</b>     |
|-------------------|----------------------|------------------------------|-------------------|
|                   | <b>8300-77700</b>    | <b>Subagreement Costs</b>    |                   |
|                   |                      |                              |                   |
| <b>8310</b>       | <b>77310</b>         | REGULAR SALARIES             | <b>69,000.00</b>  |
| <b>8320</b>       | <b>77320</b>         | UNDERGRADUATE SALARIES       | 0                 |
| <b>8330</b>       | <b>77330</b>         | GRADUATE SALARIES            | 0                 |
|                   |                      |                              | 0                 |
| <b>8340</b>       | <b>77340</b>         | FRINGE BENEFITS              | 0                 |
|                   |                      |                              | 0                 |
| <b>8350</b>       | <b>77350</b>         | TRAVEL                       | <b>3,949.00</b>   |
| <b>8360</b>       | <b>77360</b>         | OPERATING SERVICES           | <b>250,000.00</b> |
|                   |                      |                              | 0                 |
| <b>8370</b>       | <b>77370</b>         | MATERIALS & SUPPLIES         | <b>3,251.00</b>   |
| <b>8380</b>       | <b>77380</b>         | INDIRECT COSTS               | <b>2,000.00</b>   |
| <b>8390</b>       | <b>77390</b>         | EQUIPMENT                    | 0                 |
| <b>8400</b>       | <b>77400</b>         | OTHER CHARGES                | <b>1,800.00</b>   |
|                   |                      |                              | 0                 |
| <b>8410</b>       | <b>77410</b>         | PROFESSIONAL SERVICE         | 0                 |
| <b>8420</b>       | <b>77420</b>         | STIPENDS                     | 0                 |
|                   |                      |                              | 0                 |
|                   |                      | SUBCONTRACTS (Other charges) | 0                 |
|                   |                      |                              | 0                 |
|                   |                      |                              | 0                 |
|                   |                      | <b>TOTALS</b>                | <b>330,000.00</b> |

## **ADDENDUM**

### **SPECIFIC GOALS AND OBJECTIVES**

The goal of this project is to develop and implement the **Center Of Excellence For Nutrition, Health, Wellness, And Quality Of Life** Research, Extension, and Teaching Projects. The project is a collaborative effort between the SU AG CENTER, **North Carolina A&T State University, Greensboro, North Carolina, Tuskegee University, Tuskegee, Alabama, and 1890 Universities Foundation.** Parties are to ensure deliverables as outlined on the Work Plan (Attachment I).

### **MEASURES OF PERFORMANCE**

The Southern University Agricultural Research and Extension Center will receive and review all contract documents and deliverables provided by **North Carolina A&T State University/ Tuskegee University/ 1890 Universities Foundation** in reference to this contract for conformity with the proposal request. The Subcontractor will submit quarterly and annual reports detailed in Attachment I containing the Work Plan.

### **MONITORING PLAN**

The Southern University Agricultural Research and Extension Center will review every phase of this project. Renita Marshall, Project Director, will monitor the plan for deliverables compliance by subcontractor. Subcontractor will provide a monthly invoice of services reflecting activities completed during period reported.

**Administrative Operations between SU AG CENTER and the 1890 Universities Foundation** - The SU AG CENTER will administer the grant. As such, the SU AG CENTER will be responsible for submitting all programmatic and financial reports to the funding agency in accordance with the conditions delineated in the contract. **The 1890 Universities Foundation** is expected to submit to the SU AG CENTER all required reports for review and approval. Once approved by the SU AG CENTER, reports will be submitted to the funding agency for final review, and approval and disbursement of funds. Funds will be disbursed directly to the subcontractors with notification of amounts and purpose being provided to the SU AG CENTER. The SU AG CENTER through Renita Marshall, Project Director, will be responsible for submitting the agency a final report that delineates progress toward meeting deliverables as contained in the proposal. **The 1890 Universities Foundation** will be responsible for submitting in writing to the SU AG CENTER a final report containing accomplishments by deliverables for its projects and its subcontractors.

**Attachment 3A**  
Research Subaward Agreement  
Pass-Through Entity (PTE) Contacts

Subaward Number:  
\_\_\_\_\_  
\_\_\_\_\_

**PTE Information**

Entity Name: Southern University, Agricultural Research and Extension Center

Legal Address: 181 B. A. Little Drive, A. O. Williams Hall  
P. O. Box 10010, Southern University  
Baton Rouge, LA 70813/0010

Website: [www.suagcenter.com](http://www.suagcenter.com)

**PTE Contacts**

Central Email: \_\_\_\_\_

Principal Investigator Name: Renita Marshall

Email: [renita\\_marshall@su\\_center.com](mailto:renita_marshall@su_center.com)

Telephone Number: 1225-771-0200

Administrative Contact Name: Oscar O. Udoh

Email: [oscar\\_udoh@suagcenter.com](mailto:oscar_udoh@suagcenter.com)

Telephone Number: 1225-892-8855

COI Contact email (if different to above): \_\_\_\_\_

Financial Contact Name: Brunetta Gamble-Dillard

Email: [brunetta\\_dillard@suagcenter.com](mailto:brunetta_dillard@suagcenter.com)

Telephone Number: 1225-771-5707

Email invoices? @ Yes  No  Invoice email (if different): [brunetta\\_dillard@suagcenter.com](mailto:brunetta_dillard@suagcenter.com)

Authorized Official Name: Orlando F. McMeans

Email: [orlando\\_mcmecins@suagcenter.com](mailto:orlando_mcmecins@suagcenter.com)

Telephone Number: 1225-771-3660

PI Address:

181 B. A. Little Drive, A. O. Williams Hall  
P. O. Box 10010, Southern University  
Baton Rouge, LA 70813/0010

Administrative Address:

181 B. A. Little Drive, A.O. Williams Hall  
P. O. Box 10010, Southern University  
Baton Rouge, LA 70813/0010

Invoice Address:

181 B. A. Little Drive, A. O. Williams Hall  
P. O. Box 10010, Southern University  
Baton Rouge, LA 70813/0010

Attachment 38  
Research Subaward Agreement

Subaward Number:  
SUS-SUAGCENTER

Subrecipient Contacts

**Subrecipient Place of Performance**

Name: 1890 Universities Foundation

Address: 1220 L Street, NW  
Suite 1000

City: Washington

State: DC

Zip Code+4: 20005-4018  
(Look up)

EIN No.: 20-5683899

Inst1tut1onType: Nonprofit with 501C3 Status (Other than Inst. of High,

Is Subrecipient currently registered in SAM?  Yes  No

Is Subrecipient exempt from reporting compensation?  Yes  No

If no, please complete 3B page 2

UEI No.:

Parent UEI No.:

Congressional District:

Congressional District:

FL2BLZJRD826

DC-98

98

**Subrecipient Administrative Contact**

Name: Katrena Hanks

Address: 1220 L Street, NW

Suite 1000

City: Washington

State: DC

Zip Code: 20005-4018

Telephone: (202) 967-6623

Fax:

E-mail: khanks@1890foundation.org

**Subrecipient Principal Investigator (PI)**

Name: Antonio McLaren

Address: 1220 L Street, NW  
Suite 1000

City: Washington

State: DC

Zip Code: 20005

Telephone: (202) 360-9406

Fax:

E-mail: amclaren@1890foundation.org

**Subrecipient Financial Contact**

Name: Calece Hilliard

Address: 1220 L Street, NW  
Suite 1000

City: Washington

State: DC

Zip Code: 20005-4018

Telephone: (202) 579-1712

Fax:

E-mail: chilliard@1890foundation.org

**Subrecipient Authorized Official**

Name: Address:

A  
n  
t

onio McLaren  
1220 L Street, NW  
Suite 1000

City: Washington

State: DC

Zip Code: 20005-4018

Telephone: (202) 360-9406

Fax:

E-mail: [amclaren@1890foundation.org](mailto:amclaren@1890foundation.org)

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**Attachment 3B Page 2**  
**Research Subaward Agreement**  
**Highest Compensated Officers**

Subaward Number: \_\_\_\_\_

**Isus-suAGCENTEE**

**Subrecipient**

Name: \_\_\_\_\_

PI: \_\_\_\_\_

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(6)(1) Internal Revenue Code of 1986.

Officer 1 Name \_\_\_\_\_

Officer 1 Compensation \_\_\_\_\_

Officer 2 Name \_\_\_\_\_

Officer 2 Compensation \_\_\_\_\_

Officer 3 Name \_\_\_\_\_

Officer 3 Compensation \_\_\_\_\_

Officer 4 Name \_\_\_\_\_

Officer 4 Compensation \_\_\_\_\_

Officer 5 Name \_\_\_\_\_

Officer 5 Compensation \_\_\_\_\_

**National Institute of Food and Agriculture  
AWARD FACE SHEET**

|                                         |                                 |                                         |                                                                    |                                       |
|-----------------------------------------|---------------------------------|-----------------------------------------|--------------------------------------------------------------------|---------------------------------------|
| <b>1. Award No.</b><br>2024-38427-43461 | <b>2. Amendment No.</b>         | <b>3. Proposal Number</b><br>2024-07422 | <b>4. Period of Performance</b><br>1 08/01/2024 through 07/31/2027 | <b>5. Type of Instrument</b><br>Grant |
| <b>6. Type of Action</b><br>New         | <b>7. CFDA Number</b><br>10.523 | <b>8. FAIN</b><br>20243842743461        | <b>9. Method of Payment</b><br>ASAP 38427434613842724000           | <b>10. CRIS Number</b><br>1033085     |

**1. Authority:**  
7 U.S.C. 3221, Sec 774 of P.L. 116-6, Centers of Excellence at 1890 Institutions

**2. Agency (Name and Address)**  
Awards Management Division  
National Institute of Food and Agriculture/USDA  
805 Pennsylvania Ave Kansas City, MO 64105

**13. Awardee Organization**  
SOUTHERN UNIVERSITY AGRICULTURAL & MECHANICAL COLLEGE  
BATON ROUGE, LA 70813-0001

**14. Program Point of Contact:**

Peter Motavalli  
Telephone: 816-708-8744  
peter.motavalli@usda.gov

**Administrative Point of Contact:**

Michael Collier  
Telephone: 251-298-2883  
michael.collier2@usda.gov

**15. Project Director/Performing Organization**

Renita Marshall  
Southern University Agricultural Research & Extension Ce  
Baton Rouge, LA 70813

|                     |                       |                    |
|---------------------|-----------------------|--------------------|
| <b>16. Funding:</b> | <b>Federal</b>        | <b>Non-Federal</b> |
| Previous Total      | \$0.00                | \$0.00             |
| + or -              | \$1,680,000.00        | \$0.00             |
| Total               | \$1,680,000.00        | \$0.00             |
| <b>Grand Total</b>  | <b>\$1,680,000.00</b> |                    |

|                                                                 |
|-----------------------------------------------------------------|
| <b>17. Funds Chargeable</b>                                     |
| <b>FY-TAS-FDC</b> <b>Amount</b> <b>FY-TAS-FDC</b> <b>Amount</b> |
| 24-1241500-38427      \$1,680,000.00                            |

**18. Title of Proposal**  
Center of Excellence for Nutrition, Health, Wellness, and Quality of Life

**PROVISIONS**

This Award incorporates the following:

- Funds in the amount of \$10,000 are being withheld pending receipt and approval of consultant's required information. Of the amount awarded, \$1,670,000 are released for expenditure. Please submit the requested information to 1890@usda.gov with a copy to the Administrative Point of Contact referenced in Block 14 above.
- The referenced proposal and any revision thereto incorporated by reference
- Research Terms and Conditions and USDA/NIFA Agency-Specific Terms and Conditions (January 26, 2024) at <http://nifa.usda.gov/terms-and-conditions>.
- General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; and, Title 7: 7 CFR Part 3430 - all incorporated by reference and found at [https://www.nsf.gov/bfa/dias/policy/fedtrt/rtcoverlay\\_nov20.pdf](https://www.nsf.gov/bfa/dias/policy/fedtrt/rtcoverlay_nov20.pdf).
- The Approved Award Budget
- NIFA Project Initiation Documents - incorporated by reference
- Section 7 U.S.C 3310(a) limits indirect costs for the OVERALL award to 30 percent of Total Federal Funds Awarded (TFFA) under a research, education, or extension grant or the grantee's Federally Negotiated Rate, whichever is less. The cap applies to the prime recipient and all sub-awardees. Please be aware that when IDC for the recipient and all sub-awardees are totaled, they must not exceed 30% of the TFFA. Be advised that the prime recipient is responsible for ensuring the maximum indirect cost allowed for the award is not exceeded when combining indirect costs for the Federal portion (i.e., prime and subawardee(s)) and any applicable cost-sharing (see 7 CFR 3430.52(b)). Amounts exceeding the maximum allowable indirect cost is considered unallowable. See sections 408 and 410 of 2 CFR 200. The Terms and Conditions allow the Authorized Representative of the prime recipient organization to make the budget changes without notifying NIFA.
- Colleges/Universities/Institutions of Higher Education Only: The negotiated rate(s) for F&A/IDC costs in effect at the time this award was approved is the F&A/IDC rate(s) that must be used for the life of this award.
- Failure to submit complete, accurate, and timely reports may result in possible award delays or enforcement actions. Federal Financial SF-425 forms are to be sent to 1890@usda.gov. Project progress reports are to be completed in the REEport portal located at <https://portal.nifa.usda.gov>. Questions regarding access to REEport should be directed to [electronic@usda.gov](mailto:electronic@usda.gov). Additional information regarding grant management and closeout can be found at: <https://www.nifa.usda.gov/grants/lifecycle/post-award> and <https://www.nifa.usda.gov/grants/lifecycle/close-out>.
- The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the

**FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE**

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

|                                                                   |                               |                           |
|-------------------------------------------------------------------|-------------------------------|---------------------------|
| <b>Typed Name</b><br>Mark Heap<br>Authorized Departmental Officer | <b>Signature</b><br>MARK.HEAP | <b>Date</b><br>07/26/2024 |
|-------------------------------------------------------------------|-------------------------------|---------------------------|

**National Institute of Food and Agriculture  
AWARD FACE SHEET**

|                                         |                                  |                                         |                                                                  |                                       |
|-----------------------------------------|----------------------------------|-----------------------------------------|------------------------------------------------------------------|---------------------------------------|
| <b>1. Award No.</b><br>2024-38427-43461 | <b>2. Amendment No.</b>          | <b>3. Proposal Number</b><br>2024-07422 | <b>4. Period of Performance</b><br>08/01/2024 through 07/31/2027 | <b>5. Type of Instrument</b><br>Grant |
| <b>6. Type of Action</b><br>New         | <b>17. CFDA Number</b><br>10.523 | <b>8. FAIN</b><br>20243842743461        | <b>9. Method of Payment</b><br>ASAP 38427434613842724000         | <b>10. CRIS Number</b><br>1033085     |

**1. Authority:**  
7 U.S.C. 3221, Sec 774 of P.L. 116-6, Centers of Excellence at 1890 Institutions

**12. Agency (Name and Address)**  
Awards Management Division  
National Institute of Food and Agriculture/USDA  
805 Pennsylvania Ave Kansas City, MO 64105

**13. Awardee Organization**  
SOUTHERN UNIVERSITY AGRICULTURAL & MECHANICAL COLLEGE  
BATON ROUGE, LA 70813-0001

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Peter Motavalli  
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peter.motavalli@usda.gov

**Administrative Point of Contact:**  
Michael Collier  
Telephone: 251-298-2883  
michael.collier2@usda.gov

**15. Project Director/Performing Organization**  
Renita Marshall  
Southern University Agricultural Research & Extension Ce  
Baton Rouge, LA 70813

| <b>16. Funding:</b> | <u>Federal</u>        | <u>Non-Federal</u> |
|---------------------|-----------------------|--------------------|
| Previous Total      | \$0.00                | \$0.00             |
| + or -              | \$1,680,000.00        | \$0.00             |
| <b>Total</b>        | <b>\$1,680,000.00</b> | <b>\$0.00</b>      |
| <b>Grand Total</b>  | <b>\$1,680,000.00</b> |                    |

| <b>17. Funds Chargeable</b> |                |                   |               |
|-----------------------------|----------------|-------------------|---------------|
| <u>FY-TAS- FDC</u>          | <u>Amount</u>  | <u>FY-TAS-FDC</u> | <u>Amount</u> |
| 24-1241500-38427            | \$1,680,000.00 |                   |               |

**18. Title of Proposal**  
Center of Excellence for Nutrition, Health, Wellness, and Quality of Life

**PROVISIONS**

award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at [asapcustomerservice@usda.gov](mailto:asapcustomerservice@usda.gov).

11. Prohibition against using funds under Grants and Cooperative Agreements with entities that require certain internal confidentiality agreements are referenced at <https://nifa.usda.gov/prohibition-confidentiality-agreements>
12. If you have any questions concerning this action; please contact the 1890s mailbox ([1890@usda.gov](mailto:1890@usda.gov)) and cc the Administrative Point of Contact listed above.
13. Form AD-1048 or other NIFA approved format must be completed by the approved consultant(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (<https://www.usda.gov/sites/default/files/documents/ad-1048.pdf>)
14. Pursuant to 2 CFR 200.332, pass-through entities must appropriately monitor subrecipient activities and must convey the requirements of the Federal grant as well as any additional requirements imposed by the pass-through entity. NIFA reserves the right to request and review subaward budget information during or after the Period of Performance of this award. Form AD-1048 or other NIFA approved format must be completed by the approved subawardee(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (<https://www.usda.gov/sites/default/files/documents/ad-1048.pdf>)
15. This application has met the criteria for a Center of Excellence.
16. The organization's rate result in the lesser indirect cost dollars for this project and is therefore the rate that must be used when charging indirect costs under this award.

Co-Project Director(s):

Kiyana Kelly (Southern University and A&M College, Baton Rouge), De'Shoin York (Southern University and A&M College, Baton Rouge), Shengmin Sang (North Carolina A&T State University), Norma Dawkins (Tuskegee University)

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds: such drawdowns may not exceed one year from issuance date of the award.

## RESEARCH & RELATED BUDGET - Cumulative Budget

Award Number: 2024-38427-43461

|                                                            | Totals (\$)  | Totals (\$)         |
|------------------------------------------------------------|--------------|---------------------|
| <b>Section A, Senior/Key Person:</b>                       |              | <b>97,500.00</b>    |
| <b>Section B, Other Personnel:</b>                         |              | <b>174,054.00</b>   |
| Total Number Other Personnel:                              | 11           |                     |
| <b>Total Salary, Wages and Fringe Benefits (A+B):</b>      |              | <b>271,554.00</b>   |
| <b>Section C, Equipment:</b>                               |              | <b>42,931.00</b>    |
| <b>Section D, Travel:</b>                                  |              | <b>38,400.00</b>    |
| 1. Domestic:                                               | 38,400.00    |                     |
| 2. Foreign:                                                | 0.00         |                     |
| <b>Section E, Participant/ Trainee Support Costs:</b>      |              | <b>8,400.00</b>     |
| 1. Tuition/Fees/Health Insurance:                          | 0.00         |                     |
| 2. Stipends:                                               | 7,400.00     |                     |
| 3. Travel:                                                 | 0.00         |                     |
| 4. Subsistence:                                            | 0.00         |                     |
| 5. Other:                                                  | 1,000.00     |                     |
| 6. Number of Participants/Trainees:                        | 150          |                     |
| <b>Section F, Other Direct Costs:</b>                      |              | <b>1,180,000.00</b> |
| 1. Materials and Supplies:                                 | 30,000.00    |                     |
| 2. Publications Costs:                                     | 6,000.00     |                     |
| 3. Consultant Services:                                    | 10,000.00    |                     |
| 4. ADP/Computer Services:                                  | 0.00         |                     |
| 5. Subawards/Consortium/Contractual Costs:                 | 1,134,000.00 |                     |
| 6. Equipment or Facility Rental/User Fees:                 | 0.00         |                     |
| 7. Alterations and Renovations:                            | 0.00         |                     |
| 8. Other1:                                                 | 0.00         |                     |
| 9. Other2:                                                 | 0.00         |                     |
| 10. Other3:                                                | 0.00         |                     |
| <b>Section G, Direct Costs (A thru F):</b>                 |              | <b>1,541,285.00</b> |
| <b>Section H, Indirect Costs:</b>                          |              | <b>138,715.00</b>   |
| <b>Section I, Total Direct and Indirect Costs (G + H):</b> |              | <b>1,680,000.00</b> |
| <b>Section J, Fee:</b>                                     |              | <b>0.00</b>         |
| <b>Section K, Total Costs (I+ J)</b>                       |              | <b>1,680,000.00</b> |

Email received 7/24/2024 revised budget moving Ms. Howard's requested salary to Section B other personnel and rounded cents to the nearest dollar to match the approved grant amount.

**Request for Taxpayer  
 Identification Number and Certification**  
 Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin, for guidance related to the purpose of Form W-9, see *Purpose of Form* below.

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                 |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>  | Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>1890 Universities Foundation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                 |
| <b>2</b>  | Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                 |
| <b>3a</b> | Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input checked="" type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input checked="" type="checkbox"/> Other (see instructions)                      Nonprofit organization with 501 c(3) status | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ |
| <b>3b</b> | If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | (Applies to accounts maintained outside the United States.)                                                                                                                                                                                     |
| <b>5</b>  | Address (number, street, and apt. or suite no.). See instructions.<br><b>1220 L Street, NW Suite 1000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Requester's name and address (optional)                                                                                                                                                                                                         |
| <b>6</b>  | City, state, and ZIP code<br><b>Washington, DC 20005</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                 |
| <b>7</b>  | List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                 |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                                     |  |
|-----------------------------------------------------|--|
| Social security number<br><b>DIJ-[]J-1[] []</b>     |  |
| or                                                  |  |
| Employer identification number<br><b>20-5683899</b> |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part 11, later.

|                  |                                                     |                                                                         |                       |
|------------------|-----------------------------------------------------|-------------------------------------------------------------------------|-----------------------|
| <b>Sign Here</b> | Signature of <b>Anton 10 McLaren</b><br>U.S. person | Digitally signed by Anton 10 McLaren<br>Date: 2024.10.07 20:25:14-0400' | Date <b>10-7-2024</b> |
|------------------|-----------------------------------------------------|-------------------------------------------------------------------------|-----------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



United States Department of Agriculture

AD-1047

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335. Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

**(Read Instructions On Page Two Before Completing Certification)**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
  - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

|                                                                                                                  |                                 |
|------------------------------------------------------------------------------------------------------------------|---------------------------------|
| ORGANIZATION NAME<br>1890 Universities Foundation                                                                | PR/AWARD NUMBER OR PROJECT NAME |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)<br>Antonio McLaren, Vice President of Programs              |                                 |
| SIGNATURE(S) <b>Anton 10 Melaren</b><br>Digitally signed by Antonio McLaren<br>Date: 2024.10.07 20:19:13 -04'00' | DATE<br>10-7-2024               |

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (800) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

### Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**US ARMY  
CONTRACTING  
COMMAND**



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                         |                                                           |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          |                                                                  |                     |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------|---------|
| <b>AWARD/CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | RATING                                                                                                                                   | PAGE OF PAGES<br>1   12                                          |                     |         |
| 2. CONTRACT (Proc Inst Ident) NO.<br>W911NF2410268                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                         | 3. EFFECTIVE DATE<br>16 Sep 2024                          |                                                                                                                             | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>0012170742-0001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                          |                                                                  |                     |         |
| 5. ISSUED BY<br>US ARMY ACC-APG-RT PW911NF<br>800 PARK OFFICE DRIVE<br>SUITE 4239<br>RESEARCH TRIANGLE PARK NC 27709                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         | CODE<br>W911NF                                            | 6. ADMINISTERED BY (If other than Item 5)<br>ONRRO ATLANTA<br>100 ALABAMA STREET, NW<br>SUITE 4R15<br>ATLANTA GA 30303-3104 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          | CODE<br>N68020                                                   |                     |         |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)<br>SOUTHERN UNIVERSITY AND A&M COLLEGE<br>GWENDOLYN A. BENNETT<br>733 HARDING BLVD<br>BATON ROUGE LA 70807-8304                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |                                                           |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 8. DELIVERY<br>[ ] FOB ORIGIN [X] OTHER (See below)                                                                                      |                                                                  |                     |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                         |                                                           |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 9. DISCOUNT FOR PROMPT PAYMENT                                                                                                           |                                                                  |                     |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                         |                                                           |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 10. SUBMIT INVOICES 1<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS<br>SHOWN IN:                                            |                                                                  | ITEM<br><br>Block 6 |         |
| CODE 1MRL5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         | FACILITY CODE<br>W71B7J                                   |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 12. PAYMENT WILL BE MADE BY<br>DOD WASHINGTON HEADQUARTERS SERVICES<br>4300 MARK CENTER DRIVE<br>SUITE 09E22<br>ALEXANDRIA VA 22304-2930 |                                                                  |                     |         |
| 11. SHIP TO/MARK FOR<br>ABERDEEN PROVING GROUND<br>ABERDEEN PROVING GROUND<br>ATTN: CSD<br>ABERDEEN PROVING GROUND MD 21005                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         | CODE<br>W71B7J                                            | 14. ACCOUNTING AND APPROPRIATION DATA<br>See Schedule                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          |                                                                  |                     |         |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br>[ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c) [ ]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                         |                                                           |                                                                                                                             | 14. ACCOUNTING AND APPROPRIATION DATA<br>See Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                          |                                                                  |                     |         |
| 15A. ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 15B. SUPPLIES/ SERVICES |                                                           | 15C. QUANTITY                                                                                                               | 15D. UNIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 15E. UNIT PRICE                                                                                                                          | 15F. AMOUNT                                                      |                     |         |
| <b>SEE SCHEDULE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                         |                                                           |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          |                                                                  |                     |         |
| <b>15G. TOTAL AMOUNT OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                           |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          | <b>\$739,699.40</b>                                              |                     |         |
| <b>16. TABLE OF CONTENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                         |                                                           |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          |                                                                  |                     |         |
| (X)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SEC.                    | DESCRIPTION                                               |                                                                                                                             | PAGE(S)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | (X)                                                                                                                                      | SEC.                                                             | DESCRIPTION         | PAGE(S) |
| <b>PART I - THE SCHEDULE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                         |                                                           |                                                                                                                             | <b>PART II - CONTRACT CLAUSES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                          |                                                                  |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | A                       | SOLICITATION/ CONTRACT FORM                               |                                                                                                                             | 1 - 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | I                                                                                                                                        | CONTRACT CLAUSES                                                 |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | B                       | SUPPLIES OR SERVICES AND PRICES/ COSTS                    |                                                                                                                             | 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>                                                                          |                                                                  |                     |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | C                       | DESCRIPTION/ SPECS/ WORK STATEMENT                        |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | J                                                                                                                                        | LIST OF ATTACHMENTS                                              |                     |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | D                       | PACKAGING AND MARKING                                     |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>                                                                                        |                                                                  |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | E                       | INSPECTION AND ACCEPTANCE                                 |                                                                                                                             | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | K                                                                                                                                        | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | F                       | DELIVERIES OR PERFORMANCE                                 |                                                                                                                             | 11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                          |                                                                  |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | G                       | CONTRACT ADMINISTRATION DATA                              |                                                                                                                             | 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | L                                                                                                                                        | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |                     |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | H                       | SPECIAL CONTRACT REQUIREMENTS                             |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M                                                                                                                                        | EVALUATION FACTORS FOR AWARD                                     |                     |         |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                           |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          |                                                                  |                     |         |
| 17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                         |                                                           |                                                                                                                             | 18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.)<br>Your bid on Solicitation Number _____<br>including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) |                                                                                                                                          |                                                                  |                     |         |
| 19A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                                           |                                                                                                                             | 20A. NAME OF CONTRACTING OFFICER<br>WILLIAM A. CREECH / CONTRACTING/GRAANTS OFFICER<br>TEL: (919) 549-4387 EMAIL: william.a.creech3.civ@army.mil                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                          |                                                                  |                     |         |
| 19B. NAME OF CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         | 19C. DATE SIGNED                                          |                                                                                                                             | 20B. UNITED STATES OF AMERICA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                          | 20C. DATE SIGNED                                                 |                     |         |
| BY _____<br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         | 3                                                         |                                                                                                                             | BY <i>William A. Creech</i><br>(Signature of Contracting Officer)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                          | 29-Aug-2024                                                      |                     |         |

## Section A - Solicitation/Contract Form

**DIVISION I – AWARD COVER PAGES (also includes Standard Form 26 cover page)****A. Award Information**

1. **Department of Defense Awarding Office:** U.S. Army Contracting Command – Aberdeen Proving Ground – Research Triangle Park Division (ACC-APG-RTP Division)
2. **Award number:** W911NF-24-1-0268
3. **Type of Award:** Grant
4. **Type of Award Action:** New
5. **i. Brief description of project or program:** Acquisition of a Multi-material Laser Powder Bed Fusion Equipment for Advanced Manufacturing Research and Education  
**Proposal Number:** 83281-RT-REP  
**FOA Number:** W911NF-23-S-0014
- ii. Funding Overview**

|                                                                                                                                                               | Federal funds | Cost Sharing | Total amount |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|--------------|
| a. Obligated or deobligated this action                                                                                                                       | \$739,699.40  | -0-          | \$739,699.40 |
| b. Cumulative obligations to date, including this and previous actions                                                                                        | \$739,699.40  | -0-          | \$739,699.40 |
| c. Planned project costs in the currently approved budget through the end of the period of performance, to include any future incremental funding obligations | \$739,699.40  | -0-          | \$739,699.40 |
| d. Total value, which includes any unexercised options for which amounts were established in the award                                                        | \$739,699.40  | -0-          | \$739,699.40 |

6. **Obligation/Effective Date:** See SF 26, Block 3
7. **Period of performance:** 16 September 2024 – 15 August 2025
8. **Authorities:** This award is made under the authority of 10 U.S.C. 4144.
9. **Catalog of Federal Domestic Assistance Number:** 12.630 – Basic, Applies and Advanced Research in Science and Engineering
10. **Project Performance Information:**

- i. This award is for the purchase of equipment for research and development.
- ii. This award supports the purchase of equipment identified in the Recipient's proposal titled: "Acquisition of a Multi-material Laser Powder Bed Fusion Equipment for Advanced Manufacturing Research and Education" dated 15 September 2023. The estimated cost of the equipment is set forth in the budget attached as Exhibit A. Any inconsistency between the proposal and the other terms and conditions of this award will be resolved in favor of the other terms and conditions of this award. The principal purpose of this award is for the Recipient to provide reasonable efforts in the support and stimulation of a public purpose under 10 U.S.C. 4144 and not the acquisition of property for the direct benefit or use of the Government. Additional terms and

conditions applicable to this award are in DIVISION II and DIVISION III.

- iii. The following terms and conditions are incorporated herein by reference:
  - a. DIVISION III – ACC-APG-RTP AGENCY R&D TERMS AND CONDITIONS (also known as “Agency Specific Requirements”) (January 2022) found at the Home Page at <https://arl.devcom.army.mil/resources/baa-forms/>.
  - b. The DoD R&D General Terms and Conditions (September 2023), available at: <https://www.nre.navy.mil/work-with-us/manage-your-award/manage-grant-award/grants-terms-conditions>
- iv. The DIVISION I Award Cover Pages and the DIVISION II Award Specific Research Terms and Conditions set forth below are in addition to the terms and conditions incorporated above. Any inconsistencies in the requirements of this award will be resolved in the following order:
  - a. Federal statutes
  - b. Federal regulations
  - c. DoD R&D General Terms and Conditions (September 2023), which include this document, the DoD Component’s Addendum to this document, and the DoD Component’s Programmatic Requirements
  - d. DIVISION III – ACC-APG-RTP AGENCY R&D TERMS AND CONDITIONS (also known as “Agency Specific Requirements”) (January 2022)
  - e. DIVISION I Award Cover Pages and DIVISION II - Award Specific Research Terms and Conditions
- v. **Contact Information for Administrative Matters**  
 Grants Specialist: Tywanki Seegars, (919) 549-4349, email: tywanki.q.seegars.civ@army.mil  
 Grants Officer: William A. Creech, (919) 549-4387, email: [william.a.creech3.civ@army.mil](mailto:william.a.creech3.civ@army.mil)  
 Award Administration Office: See Block 6 of the SF26. (See Agency Specific Requirements dated January 2022 for specific duties delegated to the Award Administration Office.)
- vi. **Contact Information for Technical or Programmatic Matters**  
 Grants Officer Representative (GOR): Dr. Charles Fisher, (301) 227-4969, [charles.r.fisher73.civ@us.navy.mil](mailto:charles.r.fisher73.civ@us.navy.mil)

## B. Recipient Information

1. **Unique Entity Identifier:** H7CJA7NX9WN3
2. **Recipient Business Name and Address:** See Block 7 of the SF 26.
3. **Name and Title of Authorized Representative:**  
 Michael A. Stubblefield, Vice Chancellor for Research,  
 (225) 771-3890, [michael\\_stubblefield@subr.edu](mailto:michael_stubblefield@subr.edu)
4. **Recipient Program Manager (RPM)/Principal Investigator (PI):**  
 Dr. Patrick Fitzgerald Mensah, Sr., (225) 771-2975,  
[patrick\\_mensah@subr.edu](mailto:patrick_mensah@subr.edu)
5. **Recipient’s Indirect Cost Rate at the Start of the Performance Period:**  
**Rate:** 26.62%  
**Negotiating Agency:** DHHS

## C. Additional Information:

1. **Award Modification:** The only method by which the award may be modified is by a formal, written modification signed by the Grants Officer. No other communications, whether oral or in writing, are valid to change the terms and conditions of this award.
2. **Acceptance of Award:** The Recipient is not required to countersign this award. However, the Recipient agrees to the conditions specified in this award unless written notice of disagreement is furnished to the Grants Officer within fifteen (15) calendar days after the Grants Officer's signature. **In case of disagreement, the Recipient will not assess any costs under this award until such disagreement is**

resolved.

## DIVISION II – AWARD SPECIFIC RESEARCH TERMS AND CONDITIONS

**NOTE: Due to current DoD funds disbursement deficiencies, recipients are strongly urged to invoice for expenditures on a monthly basis. Disbursement deficiencies may lead to a reduction or delay in the Recipient's yearly budget allocation. Recipients will email the GOR a copy of each monthly invoice at time of submission.**

**To ensure consistency with the approved budget timeline, thirty (30) calendar days before a subsequent funding option/increment is scheduled, the recipient is expected to have invoiced at least 60% of the most recent option/increment to be favorably considered for the subsequent option/increment.**

### 1. PAYMENTS:

A. Pursuant to the Debt Collection Improvement Act of 1996 (Public Law 104-134) and DOD Grant and Agreement Regulations (DODGARs) §22.810, it is a Government wide requirement to use electronic funds transfer (EFT) for the payment of any grant for which an application or proposal was submitted or renewed on or after July 26, 1996. This policy is mandatory unless the Recipient has obtained a waiver by submitting to the head of the pertinent Federal agency a certification that it has neither an account with a financial institution nor an authorized payment agent.

B. Payments to the Recipient may be made by advanced payment and/or reimbursement. All payments will be made via funds transfer utilizing the Recipient's payment information obtained from the System for Award Management (SAM). Wide Area Work Flow (WAWF) has been designated as the Department of Defense (DoD) standard for electronic invoicing and payment. This process is facilitated by the Administrative Contracting Office in Block 6 of the SF 26.

C. To comply with the DoD standard for electronic invoicing and payment, the Recipient should register in WAWF and have their CAGE Code activated. The Recipient's SAM Electronic Business (SAM EB) Point of Contact is responsible for activating the CAGE Code on WAWF by calling 1-866-618-5988. Once the Recipient is activated, the SAM EB will self-register on the WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator.

D. An alternate method of reimbursement is the submission of a SF 270, Request for Advance or Reimbursement. The Recipient shall submit requests for payment no more frequently than monthly and the requests shall be submitted to the Administrative Contracting Office identified in Block 6 of the SF 26. Payment will be made by the payment office identified in Block 12 of the SF 26.

E. Payment inquiries shall be made to the payment office identified in Block 12 of the SF 26. The toll free number is 1-800-756-4571.

2. ADMINISTRATION: This award is administered by the Grantor and the Administrative Contracting Office identified in Block 6 of the SF 26. See Agency Specific Requirements dated January 2022 titled "Delegation of Duties to Award Administration Office".

The only method by which this award may be modified is by a formal written modification signed by the Grants Officer. During the course of performance, the Grants Officer, in coordination with the GOR will have approval authority for certain specific changes to this award including but not limited to:

A. Changes in the scope or objective under this award, even if there is no associated budget revision that requires our prior approval;

- B. Change in a key person specified in the proposal or award document;
  - C. The absence for more than three months, or a 25% reduction in time devoted to the project, by the approved RPM/PI;
  - D. The need for additional federal funding under this award;
  - E. The inclusion of direct costs that require prior approval under the applicable cost principles (except that the requirement for prior approval of capital expenditures for equipment that is to be used primarily in carrying out the award is waived for equipment with a unit cost of \$25,000.00 or less);
  - F. Any change in cost sharing or matching included in the approved budget.
3. FUNDING INCREMENTS AND OPTIONS: The Grantor's obligation to provide funding for increments and/or options is pursuant to the Agency Specific Requirements dated January 2022 titled "Options and Incremental Funding."

4. REPORTING REQUIREMENTS:

- A. FINANCIAL REPORTING: Federal Financial Report (SF 425): Annual and Final Reports

Reporting period end dates fall on the end of the calendar year for annual reports (12/31) and the end date of the award for the final report. Annual reports are due 30 days after the reporting period end date, and the final report is due 120 days after the end date of the award.

**All financial reports shall be submitted to the Administrative Contracting Office identified in Block 6 of the SF 26. Copies of the forms and instructions may be accessed at <https://arl.devcom.army.mil/resources/baa-forms/>.**

- B. TECHNICAL REPORTING: For detailed submission and formatting instructions, see ARO Reporting Instructions (Form 18), found at <https://arl.devcom.army.mil/resources/baa-forms/>.

5. HUMAN SUBJECTS AND ANIMAL USE: Should the effort under this award involve Human Subjects Use or Animal Use, please refer to the conditions provided in the Agency Specific Requirements dated January 2022 titled "Human Subjects and Animal Use."

6. PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

A. Open Publication Policy. Notwithstanding the reporting requirements of this award, the Parties (Government and Recipient) to this award support an open-publication policy to promote the public dissemination of the research developed under this award, and simultaneously recognize that the GOR must monitor performance of the fundamental research so appropriate action can be taken if the character of such research changes.

B. Publication or Disclosure. It is agreed that except for the disclosure of basic information regarding this award such as purpose and a general description of the technical work under this award, the Recipient agrees to furnish copies to the GOR at the time of submission for publication or other disclosure of the results of the fundamental research under this award. Publication or other disclosures include press releases, specific publicity or advertisement, and articles for proposed publication or presentation. The requirement to furnish copies of publications or other disclosures does not constitute any restriction on the conduct, publishing or reporting of the fundamental research.

C. **Publication Legend.** Articles for publication or presentation will contain an acknowledgement of support and a disclaimer. These statements may be placed either at the bottom of the first page or at the end of the paper and should read as follows: "Research was sponsored by the Office of Naval Research and was accomplished under Grant Number W911NF-24-1-0268. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the Office of Naval Research or the U.S. Government. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation herein."

#### 7. PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

A. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

C. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

D. If the Government determines that the recipient is not in compliance with this award provision, it:

1. Will prohibit the recipient's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and
2. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

#### 8. SEC. 889. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232) prohibits the head of an executive agency from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain the equipment, services, or systems prohibited systems as identified in section 889 of the NDAA for FY 2019.

- (a) In accordance with 2 CFR 200.216 and 200.471, all awards that are issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.

#### 9. COST SHARING:

N/A

#### 10. OTHER TERMS AND CONDITIONS:

- A. Pre-award costs are authorized if incurred within 90 calendar days prior to award. Such costs are incurred at the Recipient's risk.
- B. Substitute equipment having the same function, features, and capabilities as that specified in Exhibit A may be purchased without further authorization. Other equipment may not be substituted without first obtaining the written approval of the Grants Officer. Title to all equipment shall vest with the recipient.
- C. The Recipient is not authorized to procure or use commercial-off-the-shelf (COTS) Unmanned Aerial Systems (UAS) in performance of this agreement unless and until the Recipient receives approval to do so via modification to this agreement signed by the Grants Officer.

#### 11. Army Contract Writing System (ACWS) Transition Information for Recipients

- a. The Army Contracting Enterprise (ACE) is in the process of deploying new solicitation and contract writing software to Army contracting offices worldwide. Known as the Army Contract Writing System (ACWS), this modern software suite will soon replace most existing Army contract writing systems, including the system used to create and release this Award.
- b. During this transition period, Recipients are hereby advised:
  - 1. The Contracting Office may use any combination of contract writing systems to generate distributable copies of this award during its period of performance, as well as any subsequent modifications or orders (if applicable). As a result:

- i. Subsequent documents you receive may appear noticeably different than the original award or previous contractual documents from the same Contracting Office.
  - ii. A change between contract writing systems may cause important information concerning award terms and conditions to take on different formatting or appear in different parts of later documents issued.
  - iii. Recipients shall ensure Customer Relationship Management (CRM) systems and personnel interacting with this award are prepared to identify and respond appropriately to differences between document versions.
2. The Government does not intend to use the shift between contract writing systems to effect any changes to award terms and conditions. Therefore:
- i. Recipients should view changes to terms or conditions between document versions as system-generated and potentially erroneous unless accompanied by narrative(s) designating such changes as deliberate and desired.
  - ii. Recipients shall inform the Grants Officer listed on the first page of the most recent document issued for guidance regarding any suspected or observed inadvertent or system-generated changes (e.g. noticing something missing in a new conformed copy).
  - iii. The Government will correct any inadvertent or system-generated changes, additions, or omissions discovered by either party, via bilateral modification, at no cost to the Recipient.
  - iv. The terms and conditions contained in the latest document reflecting deliberate action by the Grants Officer (e.g. the last conformed copy of the award not affected by the observed issue) will take precedence until these problems are corrected.
3. In the unlikely event award information is corrupted or mutilated during system migration and replacement or re-issuance of this award is necessary for continued administration, the Grants Officer will:
- i. Issue a continuation award carrying over all terms and conditions from the last-known version of this award accurately reflecting mutual agreement of the parties.
  - ii. Incorporate the last-known version of this award accurately reflecting mutual agreement of the parties as an attachment to the replacement or continuation award for future reference.
  - iii. Ensure any such reissuance or continuance is properly reported to preserve the integrity of Recipient performance measurement data, if any (e.g. FAPIIS, CPARS).

**ATTACHMENTS:**  
Exhibit A – Budget

| Cost Element      | Base<br>(12-months) | Total<br>(12-months) |
|-------------------|---------------------|----------------------|
| Labor             | \$8,333.33          | \$8,333.33           |
| Fringe            | \$2,218.33          | \$2,218.33           |
| Equipment         | \$710,607.50        | \$710,607.50         |
| Material/Supplies | \$8,800.00          | \$8,800.00           |
| F&A               | \$9,740.66          | \$9,740.66           |
| <b>TOTAL</b>      | <b>739,699.40</b>   | <b>739,699.40</b>    |



## Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                              | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------|--------------|
| 0001    | New REP Grant<br>Proposal Entitled: Acquisition of a Multi-material Laser Powder Bed Fusion<br>Equipment for Advanced Manufacturing Research and Education<br>FOB: Destination<br>PSC CD: AJ11 | 1        | Each | \$739,699.40   | \$739,699.40 |
|         |                                                                                                                                                                                                |          |      | ESTIMATED COST | \$739,699.40 |
| 000101  | Fully Fund<br>MIPR Number: HQ06424112125<br>PURCHASE REQUEST NUMBER: 0012170742-0001                                                                                                           |          |      |                | \$0.00       |
|         | ACRN AA<br>CIN: GFEB001217074200001                                                                                                                                                            |          |      | ESTIMATED COST | \$0.00       |
|         |                                                                                                                                                                                                |          |      |                | \$739,699.40 |

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN   | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|--------|-------------|------------|-------------|------------|
| 0001   | Destination | Government | Destination | Government |
| 000101 | N/A         | N/A        | N/A         | N/A        |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN   | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS                                                                                                         | DODAAC / CAGE |
|--------|-----------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------|---------------|
| 0001   | POP 16-SEP-2024 TO<br>15-AUG-2025 | N/A      | ABERDEEN PROVING GROUND<br>ABERDEEN PROVING GROUND<br>ATTN CISD<br>ABERDEEN PROVING GROUND MD 21005<br>FOB: Destination | W71B7J        |
| 000101 | N/A                               | N/A      | N/A                                                                                                                     | N/A           |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 097202420250400000410D0601228D8Z110000008522012215HQ06424112125  
COST CODE: A97EJ  
AMOUNT: \$739,699.40

| ACRN | CLIN/SLIN | CIN                 | AMOUNT       |
|------|-----------|---------------------|--------------|
| AA   | 000101    | GFEB001217074200001 | \$739,699.40 |

**INTERIM  
FINANCIAL  
REPORT**

**Southern University System**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of October 31, 2024**  
**Executive Summary**

Attached is a summary of the Southern University System fiscal year 2024-2025 general operating budget financial activities for the month ending June 30, 2025. The Southern University System is reporting a \$4,481,581 decrease in self-generated revenue as compared to the approved budget. The expenditures for the campuses have been adjusted to offset the shortfall for the fiscal year.

**Southern University Board and System Administration**

The System Office is funded from state appropriations and there is no projected shortfall in revenues.

**Southern University Baton Rouge Campus**

The Baton Rouge Campus has a \$133,877 projected increase in self-generated revenue as compared to the approved budget. The Baton Rouge Campus has increased scholarships to balance the operating budget for the fiscal year.

**Southern University Law Center**

The Law Center has a \$1,913,776 projected shortfall in self-generated revenue as compared to the approved budget. The Law Center has reduced operating expenditures to balance the operating budget for the fiscal year.

**Southern University News Orleans Campus**

The New Orleans Campus has a \$2,526,125 projected shortfall in self-generated revenue as compared to the approved budget. The New Orleans Campus has reduced salaries, related benefits, operating expenses, other charges, and equipment to balance the operating budget for the fiscal year.

**Southern University Shreveport Campus**

The Shreveport Campus has a \$175,557 projected shortfall in self-generated revenue as compared to the approved budget. The Shreveport Campus has reduced salaries, and related benefits to balance their operating budget for the fiscal year.

**Southern University Agricultural Research and Extension Center**

The Agricultural Research and Extension Center is funded from state appropriations and federal funds and there is no projected shortfall in revenues.

**Summary**

Based on the information above the campuses have made the appropriate adjustments to maintain a balanced budget as of October 31, 2024. Revenues and expenditures will be monitored to ensure a balanced operating budget for the fiscal year 2024-2025.

**Southern University System**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of October 31, 2024**

|                                         | <b>FY25 Budget</b>    | <b>Actual</b>        | <b>Projected</b>      | <b>Total FY25</b>     | <b>Over/(Under) Budget</b> | <b>% Actual to Budget</b> |
|-----------------------------------------|-----------------------|----------------------|-----------------------|-----------------------|----------------------------|---------------------------|
| <b>Revenues</b>                         |                       |                      |                       |                       |                            |                           |
| General Fund Direct                     | \$ 68,472,475         | \$ 25,677,180        | \$ 42,795,295         | \$ 68,472,475         | \$ -                       | 37.5%                     |
| Statutory Dedicated                     | 12,454,156            | 632,291              | 11,821,865            | 12,454,156            | -                          | 5.1%                      |
| Federal                                 | 13,654,209            | 1,446,821            | 12,207,388            | 13,654,209            | -                          | 10.6%                     |
| <b>Self Generated</b>                   |                       |                      |                       |                       |                            |                           |
| Tuition - Fall 2024                     | 35,857,606            | 34,834,391           | -                     | 34,834,391            | (1,023,215)                | 97.1%                     |
| Tuition - Spring 2025                   | 31,861,880            | -                    | 31,061,496            | 31,061,496            | (800,384)                  | 0.0%                      |
| Tuition - Summer                        | 6,311,451             | 2,925,693            | 3,657,178             | 6,582,871             | 271,420                    | 46.4%                     |
| Out-of-State Fees                       | 18,927,819            | 10,567,073           | 8,720,174             | 19,287,247            | 359,428                    | 55.8%                     |
| Other                                   | 22,872,344            | 5,270,677            | 14,312,837            | 19,583,513            | (3,288,831)                | 23.0%                     |
| Interagency Transfer                    | 4,476,791             | 1,062,548            | 3,414,243             | 4,476,791             | -                          | 23.7%                     |
| <b>Total Revenues</b>                   | <b>\$ 214,888,731</b> | <b>\$ 82,416,674</b> | <b>\$ 127,990,476</b> | <b>\$ 210,407,150</b> | <b>\$ (4,481,581)</b>      | <b>38.4%</b>              |
| <b>Expenditures</b>                     |                       |                      |                       |                       |                            |                           |
| Salaries                                | \$ 93,722,793         | \$ 30,326,364        | \$ 63,034,367         | \$ 93,360,731         | \$ (362,062)               | 32.4%                     |
| Other Compensation                      | 345,877               | 83,030               | 262,847               | 345,877               | -                          | 24.0%                     |
| Related Benefits                        | 37,687,112            | 11,227,944           | 26,169,453            | 37,397,397            | (289,715)                  | 29.8%                     |
| <b>Total Personal Services</b>          | <b>\$ 131,755,782</b> | <b>\$ 41,637,338</b> | <b>\$ 89,466,667</b>  | <b>\$ 131,104,005</b> | <b>\$ (651,777)</b>        | <b>31.6%</b>              |
| Travel                                  | 1,502,109             | 125,800              | 1,376,309             | 1,502,109             | -                          | 8.4%                      |
| Operating Services                      | 21,284,452            | 5,280,474            | 13,808,977            | 19,089,452            | (2,195,000)                | 24.8%                     |
| Supplies                                | 2,492,527             | 676,276              | 1,779,509             | 2,455,785             | (36,742)                   | 27.1%                     |
| <b>Total Operating Expenses</b>         | <b>\$ 25,279,088</b>  | <b>\$ 6,082,551</b>  | <b>\$ 16,964,795</b>  | <b>\$ 23,047,345</b>  | <b>\$ (2,231,743)</b>      | <b>24.1%</b>              |
| Professional Services                   | 2,624,196             | 577,528              | 2,287,820             | 2,865,348             | 241,152                    | 22.0%                     |
| Other Charges                           | 17,419,932            | 1,249,221            | 14,076,282            | 15,325,503            | (2,094,429)                | 7.2%                      |
| Debt Services                           |                       |                      |                       |                       |                            |                           |
| Interagency Transfers                   | 10,067,114            | 395,678              | 9,307,389             | 9,703,067             | (364,047)                  | 3.9%                      |
| <b>Total Other Charges</b>              | <b>\$ 30,111,242</b>  | <b>\$ 2,222,426</b>  | <b>\$ 25,671,492</b>  | <b>\$ 27,893,918</b>  | <b>\$ (2,217,324)</b>      | <b>7.4%</b>               |
| General Acquisitions                    | 2,201,741             | 156,628              | 2,045,113             | 2,201,741             | -                          | 7.1%                      |
| Library Acquisitions                    | 487,649               | 140,920              | 306,729               | 447,649               | (40,000)                   | 28.9%                     |
| Major Repairs                           | 11,362,000            | 123,048              | 11,238,953            | 11,362,000            | -                          | 1.1%                      |
| <b>Total Acquisitions/Major Repairs</b> | <b>\$ 14,051,390</b>  | <b>\$ 420,596</b>    | <b>\$ 13,590,794</b>  | <b>\$ 14,011,390</b>  | <b>\$ (40,000)</b>         | <b>3.0%</b>               |
| Scholarships                            | 13,691,229            | 9,717,422            | 4,633,069             | 14,350,491            | 659,262                    | 71.0%                     |
| <b>Total Expenditures</b>               | <b>\$ 214,888,731</b> | <b>\$ 60,080,332</b> | <b>\$ 150,326,817</b> | <b>\$ 210,407,150</b> | <b>\$ (4,481,581)</b>      | <b>28.0%</b>              |

**Southern University Board and System Administration  
General Operating Budget Interim Financial Statement  
For Fiscal Year Ending June 30, 2025  
As of October 31, 2024**

|                                         | FY25 Budget         | Actual              | Projected           | Total FY25          | Over/(Under) Budget | % Actual to Budget |
|-----------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|
| <b>Revenues</b>                         |                     |                     |                     |                     |                     |                    |
| General Fund Direct                     | \$ 4,163,212        | \$ 1,561,204        | \$ 2,602,008        | \$ 4,163,212        | \$ -                | 37.5%              |
| Statutory Dedicated                     | -                   | -                   | -                   |                     |                     |                    |
| Federal                                 |                     |                     | -                   |                     |                     |                    |
| <b>Self Generated</b>                   |                     |                     |                     |                     |                     |                    |
| Tuition - Fall 2024                     |                     |                     |                     |                     |                     |                    |
| Tuition - Spring 2025                   |                     |                     |                     |                     |                     |                    |
| Tuition - Summer                        |                     |                     |                     |                     |                     |                    |
| Out-of-State Fees                       |                     |                     |                     |                     |                     |                    |
| Other                                   |                     |                     |                     |                     |                     |                    |
| Interagency Transfer                    |                     |                     |                     |                     |                     |                    |
| <b>Total Revenues</b>                   | <b>\$ 4,163,212</b> | <b>\$ 1,561,204</b> | <b>\$ 2,602,008</b> | <b>\$ 4,163,212</b> | <b>\$ -</b>         | <b>37.5%</b>       |
| <b>Expenditures</b>                     |                     |                     |                     |                     |                     |                    |
| Salaries                                | \$ 1,866,962        | \$ 571,904          | \$ 1,295,058        | \$ 1,866,962        | \$ -                | 30.6%              |
| Other Compensation                      | 64,500              | 17,332              | 47,168              | 64,500              | -                   | 26.9%              |
| Related Benefits                        | 672,749             | 172,623             | 500,126             | 672,749             | -                   | 25.7%              |
| <b>Total Personal Services</b>          | <b>\$ 2,604,211</b> | <b>\$ 761,859</b>   | <b>\$ 1,842,352</b> | <b>\$ 2,604,211</b> | <b>\$ -</b>         | <b>29.3%</b>       |
| Travel                                  | 260,000             | 11,717              | 248,283             | 260,000             | -                   | 4.5%               |
| Operating Services                      | 281,000             | 13,566              | 267,434             | 281,000             | -                   | 4.8%               |
| Supplies                                | 111,000             | 17,141              | 93,859              | 111,000             | -                   | 15.4%              |
| <b>Total Operating Expenses</b>         | <b>\$ 652,000</b>   | <b>\$ 42,424</b>    | <b>\$ 609,576</b>   | <b>\$ 652,000</b>   | <b>\$ -</b>         | <b>6.5%</b>        |
| Professional Services                   | 97,000              | -                   | 97,000              | 97,000              | -                   | 0.0%               |
| Other Charges                           | 711,876             | -                   | 711,876             | 711,876             | -                   | 0.0%               |
| Debt Services                           |                     | -                   | -                   | -                   |                     |                    |
| Interagency Transfers                   | 35,625              | -                   | 35,625              | 35,625              | -                   | 0.0%               |
| <b>Total Other Charges</b>              | <b>\$ 844,501</b>   | <b>\$ -</b>         | <b>\$ 844,501</b>   | <b>\$ 844,501</b>   | <b>\$ -</b>         | <b>0.0%</b>        |
| General Acquisitions                    | 62,500              | 6,653               | 55,847              | 62,500              | -                   | 10.6%              |
| Library Acquisitions                    |                     | -                   | -                   |                     |                     |                    |
| Major Repairs                           |                     | -                   | -                   |                     |                     |                    |
| <b>Total Acquisitions/Major Repairs</b> | <b>\$ 62,500</b>    | <b>\$ 6,653</b>     | <b>\$ 55,847</b>    | <b>\$ 62,500</b>    | <b>\$ -</b>         | <b>10.6%</b>       |
| Scholarships                            |                     | -                   | -                   |                     |                     |                    |
| <b>Total Expenditures</b>               | <b>\$ 4,163,212</b> | <b>\$ 810,936</b>   | <b>\$ 3,352,276</b> | <b>\$ 4,163,212</b> | <b>\$ -</b>         | <b>19.5%</b>       |



**Southern University Baton Rouge Campus  
General Operating Budget Interim Financial Statement  
For Fiscal Year Ending June 30, 2025  
As of October 31, 2024**

|                                         | <b>FY25 Budget</b>    | <b>Actual</b>        | <b>Projected</b>     | <b>Total FY25</b>     | <b>Over/(Under)<br/>Budget</b> | <b>% Actual<br/>to Budget</b> |
|-----------------------------------------|-----------------------|----------------------|----------------------|-----------------------|--------------------------------|-------------------------------|
| <b>Revenues</b>                         |                       |                      |                      |                       |                                |                               |
| General Fund Direct                     | \$ 28,649,563         | \$ 10,743,587        | \$ 17,905,976        | \$ 28,649,563         | \$ -                           | 37.5%                         |
| Statutory Dedicated                     | 6,507,266             | 220,397              | 6,286,869            | 6,507,266             | -                              | 3.4%                          |
| Federal                                 | -                     | -                    | -                    | -                     | -                              |                               |
| <b>Self Generated</b>                   |                       |                      |                      |                       |                                |                               |
| Tuition - Fall 2024                     | 23,284,500            | 23,418,377           | -                    | 23,418,377            | 133,877                        | 100.6%                        |
| Tuition - Spring 2025                   | 20,396,500            | -                    | 20,396,500           | 20,396,500            | -                              | 0.0%                          |
| Tuition - Summer                        | 4,321,800             | 2,488,360            | 1,833,440            | 4,321,800             | -                              | 57.6%                         |
| Out-of-State Fees                       | 13,041,066            | 7,553,910            | 5,487,156            | 13,041,066            | -                              | 57.9%                         |
| Other                                   | 11,500,000            | 2,317,228            | 9,182,772            | 11,500,000            | -                              | 20.1%                         |
| Interagency Transfer                    | 4,476,791             | 1,062,548            | 3,414,243            | 4,476,791             | -                              | 23.7%                         |
| <b>Total Revenues</b>                   | <b>\$ 112,177,486</b> | <b>\$ 47,804,406</b> | <b>\$ 64,506,957</b> | <b>\$ 112,311,363</b> | <b>\$ 133,877</b>              | <b>42.6%</b>                  |
| <b>Expenditures</b>                     |                       |                      |                      |                       |                                |                               |
| Salaries                                | \$ 50,052,036         | \$ 16,514,594        | \$ 33,537,442        | \$ 50,052,036         | \$ -                           | 33.0%                         |
| Other Compensation                      | 201,377               | 49,031               | 152,346              | 201,377               | -                              | 24.3%                         |
| Related Benefits                        | 20,447,807            | 6,635,810            | 13,811,997           | 20,447,807            | -                              | 32.5%                         |
| <b>Total Personal Services</b>          | <b>\$ 70,701,220</b>  | <b>\$ 23,199,434</b> | <b>\$ 47,501,786</b> | <b>\$ 70,701,220</b>  | <b>\$ -</b>                    | <b>32.8%</b>                  |
| Travel                                  | 325,870               | 56,703               | 269,167              | 325,870               | -                              | 17.4%                         |
| Operating Services                      | 10,864,049            | 3,748,323            | 7,115,726            | 10,864,049            | -                              | 34.5%                         |
| Supplies                                | 909,411               | 270,181              | 639,230              | 909,411               | -                              | 29.7%                         |
| <b>Total Operating Expenses</b>         | <b>\$ 12,099,330</b>  | <b>\$ 4,075,207</b>  | <b>\$ 8,024,123</b>  | <b>\$ 12,099,330</b>  | <b>\$ -</b>                    | <b>33.7%</b>                  |
| Professional Services                   | 1,101,480             | 206,720              | 894,760              | 1,101,480             | -                              | 18.8%                         |
| Other Charges                           | 8,718,829             | 953,539              | 7,765,290            | 8,718,829             | -                              | 10.9%                         |
| Debt Services                           |                       |                      | -                    |                       |                                |                               |
| Interagency Transfers                   | 6,953,717             | -                    | 6,953,717            | 6,953,717             | -                              | 0.0%                          |
| <b>Total Other Charges</b>              | <b>\$ 16,774,026</b>  | <b>\$ 1,160,259</b>  | <b>\$ 15,613,767</b> | <b>\$ 16,774,026</b>  | <b>\$ -</b>                    | <b>6.9%</b>                   |
| General Acquisitions                    | 62,032                | -                    | 62,032               | 62,032                | -                              | 0.0%                          |
| Library Acquisitions                    | 137,649               | 17,109               | 120,540              | 137,649               | -                              |                               |
| Major Repairs                           | 62,000                | -                    | 62,000               | 62,000                | -                              | 0.0%                          |
| <b>Total Acquisitions/Major Repairs</b> | <b>\$ 261,681</b>     | <b>\$ 17,109</b>     | <b>\$ 244,572</b>    | <b>\$ 261,681</b>     | <b>\$ -</b>                    | <b>6.5%</b>                   |
| Scholarships                            | 12,341,229            | 9,135,271            | 3,339,835            | 12,475,106            | \$ 133,877                     | 74.0%                         |
| <b>Total Expenditures</b>               | <b>\$ 112,177,486</b> | <b>\$ 37,587,280</b> | <b>\$ 74,724,083</b> | <b>\$ 112,311,363</b> | <b>\$ 133,877</b>              | <b>33.5%</b>                  |

**Southern University Law Center**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of October 31, 2024**

|                                         | <b>FY25 Budget</b>   | <b>Actual</b>        | <b>Projected</b>     | <b>Total FY25</b>    | <b>Over/(Under) Budget</b> | <b>% Actual to Budget</b> |
|-----------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------------|---------------------------|
| <b>Revenues</b>                         |                      |                      |                      |                      |                            |                           |
| General Fund Direct                     | \$ 8,762,093         | \$ 3,285,786         | \$ 5,476,307         | \$ 8,762,093         | \$ -                       | 37.5%                     |
| Statutory Dedicated                     | 196,051              | 22,501               | 173,550              | 196,051              | -                          | 11.5%                     |
| Federal                                 | -                    | -                    | -                    | -                    | -                          | -                         |
| <b>Self Generated</b>                   |                      |                      |                      |                      |                            |                           |
| Tuition - Fall 2024                     | 5,376,930            | 4,425,834            | -                    | 4,425,834            | (951,096)                  | 82.3%                     |
| Tuition - Spring 2025                   | 5,035,879            | -                    | 4,315,910            | 4,315,910            | (719,969)                  | 0.0%                      |
| Tuition - Summer                        | 767,123              | -                    | 887,777              | 887,777              | 120,654                    | 0.0%                      |
| Out-of-State Fees                       | 4,913,227            | 2,400,000            | 2,716,834            | 5,116,834            | 203,607                    | 48.8%                     |
| Other                                   | 4,324,708            | 1,736,575            | 2,021,161            | 3,757,736            | (566,972)                  | 40.2%                     |
| Interagency Transfer                    | -                    | -                    | -                    | -                    | -                          | -                         |
| <b>Total Revenues</b>                   | <b>\$ 29,376,011</b> | <b>\$ 11,870,696</b> | <b>\$ 15,591,539</b> | <b>\$ 27,462,235</b> | <b>\$ (1,913,776)</b>      | <b>40.4%</b>              |
| <b>Expenditures</b>                     |                      |                      |                      |                      |                            |                           |
| Salaries                                | \$ 13,847,907        | \$ 4,375,068         | \$ 9,472,839         | \$ 13,847,907        | \$ -                       | 31.6%                     |
| Other Compensation                      | -                    | -                    | -                    | -                    | -                          | -                         |
| Related Benefits                        | 5,190,893            | 1,297,412            | 3,893,481            | 5,190,893            | -                          | 25.0%                     |
| <b>Total Personal Services</b>          | <b>\$ 19,038,800</b> | <b>\$ 5,672,479</b>  | <b>\$ 13,366,321</b> | <b>\$ 19,038,800</b> | <b>\$ -</b>                | <b>29.8%</b>              |
| Travel                                  | 605,000              | 26,056               | 578,944              | 605,000              | -                          | 4.3%                      |
| Operating Services                      | 3,557,235            | 373,407              | 1,270,052            | 1,643,459            | (1,913,776)                | 10.5%                     |
| Supplies                                | 325,000              | 89,526               | 235,474              | 325,000              | -                          | 27.5%                     |
| <b>Total Operating Expenses</b>         | <b>\$ 4,487,235</b>  | <b>\$ 488,988</b>    | <b>\$ 2,084,471</b>  | <b>\$ 2,573,459</b>  | <b>\$ (1,913,776)</b>      | <b>10.9%</b>              |
| Professional Services                   | 750,000              | 111,353              | 638,647              | 750,000              | -                          | 14.8%                     |
| Other Charges                           | 2,401,585            | -                    | 2,401,585            | 2,401,585            | -                          | 0.0%                      |
| Debt Services                           | -                    | -                    | -                    | -                    | -                          | -                         |
| Interagency Transfers                   | 375,554              | -                    | 375,554              | 375,554              | -                          | 0.0%                      |
| <b>Total Other Charges</b>              | <b>\$ 3,527,139</b>  | <b>\$ 111,353</b>    | <b>\$ 3,415,786</b>  | <b>\$ 3,527,139</b>  | <b>\$ -</b>                | <b>3.2%</b>               |
| General Acquisitions                    | 722,837              | -                    | 722,837              | 722,837              | -                          | -                         |
| Library Acquisitions                    | 300,000              | 123,811              | 176,189              | 300,000              | -                          | 41.3%                     |
| Major Repairs                           | 300,000              | -                    | 300,000              | 300,000              | -                          | -                         |
| <b>Total Acquisitions/Major Repairs</b> | <b>\$ 1,322,837</b>  | <b>\$ 123,811</b>    | <b>\$ 1,199,026</b>  | <b>\$ 1,322,837</b>  | <b>\$ -</b>                | <b>9.4%</b>               |
| Scholarships                            | 1,000,000            | 91,766               | 908,234              | 1,000,000            | -                          | 9.2%                      |
| <b>Total Expenditures</b>               | <b>\$ 29,376,011</b> | <b>\$ 6,488,397</b>  | <b>\$ 20,973,838</b> | <b>\$ 27,462,235</b> | <b>\$ (1,913,776)</b>      | <b>22.1%</b>              |

**Southern University New Orleans Campus**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of October 31, 2024**

|                                         | <b>FY25 Budget</b>   | <b>Actual</b>       | <b>Projected</b>     | <b>Total FY25</b>    | <b>Over/(Under) Budget</b> | <b>% Actual to Budget</b> |
|-----------------------------------------|----------------------|---------------------|----------------------|----------------------|----------------------------|---------------------------|
| <b>Revenues</b>                         |                      |                     |                      |                      |                            |                           |
| General Fund Direct                     | \$ 8,170,946         | \$ 3,064,105        | \$ 5,106,841         | \$ 8,170,946         | \$ -                       | 37.5%                     |
| Statutory Dedicated                     | 3,563,311            | 61,073              | 3,502,238            | 3,563,311            | -                          | 1.7%                      |
| Federal                                 | -                    | -                   | -                    | -                    | -                          | -                         |
| <b>Self Generated</b>                   |                      |                     |                      |                      |                            |                           |
| Tuition - Fall 2024                     | 3,637,296            | 3,526,443           | -                    | 3,526,443            | (110,854)                  | 97.0%                     |
| Tuition - Spring 2025                   | 3,421,518            | -                   | 3,421,518            | 3,421,518            | -                          | 0.0%                      |
| Tuition - Summer                        | 685,157              | 164,470             | 671,453              | 835,923              | 150,766                    | 24.0%                     |
| Out-of-State Fees                       | 688,151              | 441,563             | 402,409              | 843,972              | 155,821                    | 64.2%                     |
| Other                                   | 5,153,295            | 1,117,840           | 1,313,596            | 2,431,436            | (2,721,859)                | 21.7%                     |
| Interagency Transfer                    |                      |                     |                      |                      |                            |                           |
| <b>Total Revenues</b>                   | <b>\$ 25,319,674</b> | <b>\$ 8,375,494</b> | <b>\$ 14,418,055</b> | <b>\$ 22,793,549</b> | <b>\$ (2,526,125)</b>      | <b>33.1%</b>              |
| <b>Expenditures</b>                     |                      |                     |                      |                      |                            |                           |
| Salaries                                | \$ 11,545,993        | \$ 3,906,238        | \$ 7,569,135         | \$ 11,475,373        | \$ (70,620)                | 33.8%                     |
| Other Compensation                      | -                    | -                   | -                    | -                    | -                          | -                         |
| Related Benefits                        | 4,650,087            | 1,207,507           | 3,348,873            | 4,556,380            | (93,707)                   | 26.0%                     |
| <b>Total Personal Services</b>          | <b>\$ 16,196,080</b> | <b>\$ 5,113,745</b> | <b>\$ 10,918,008</b> | <b>\$ 16,031,753</b> | <b>\$ (164,327)</b>        | <b>31.6%</b>              |
| Travel                                  | 20,000               | 2,946               | 17,054               | 20,000               | -                          | 14.7%                     |
| Operating Services                      | 3,519,190            | 639,051             | 2,598,915            | 3,237,966            | (281,224)                  | 18.2%                     |
| Supplies                                | 84,000               | 7,258               | 40,000               | 47,258               | (36,742)                   | 8.6%                      |
| <b>Total Operating Expenses</b>         | <b>\$ 3,623,190</b>  | <b>\$ 649,254</b>   | <b>\$ 2,655,969</b>  | <b>\$ 3,305,223</b>  | <b>\$ (317,967)</b>        | <b>17.9%</b>              |
| Professional Services                   | 39,916               | 31,734              | 8,182                | 39,916               | -                          | -                         |
| Other Charges                           | 3,580,673            | 282,362             | 1,203,882            | 1,486,244            | (2,094,429)                | 7.9%                      |
| Debt Services                           |                      | -                   | -                    | -                    | -                          | -                         |
| Interagency Transfers                   | 1,579,815            | 395,678             | 820,090              | 1,215,768            | (364,047)                  | 25.0%                     |
| <b>Total Other Charges</b>              | <b>\$ 5,200,404</b>  | <b>\$ 709,773</b>   | <b>\$ 2,032,155</b>  | <b>\$ 2,741,928</b>  | <b>\$ (2,458,476)</b>      | <b>13.6%</b>              |
| General Acquisitions                    | -                    | -                   | -                    | -                    | -                          | 0.0%                      |
| Library Acquisitions                    | 50,000               | -                   | 10,000               | 10,000               | (40,000)                   | 0.0%                      |
| Major Repairs                           | -                    | -                   | -                    | -                    | -                          | -                         |
| <b>Total Acquisitions/Major Repairs</b> | <b>\$ 50,000</b>     | <b>\$ -</b>         | <b>\$ 10,000</b>     | <b>\$ 10,000</b>     | <b>\$ (40,000)</b>         | <b>0.0%</b>               |
| Scholarships                            | 250,000              | 404,644             | 300,000              | 704,644              | 454,644                    | 161.9%                    |
| <b>Total Expenditures</b>               | <b>\$ 25,319,674</b> | <b>\$ 6,877,417</b> | <b>\$ 15,916,132</b> | <b>\$ 22,793,549</b> | <b>\$ (2,526,125)</b>      | <b>27.2%</b>              |

**Southern University Shreveport Campus**  
**General Operating Budget Interim Financial Statement**  
**For Fiscal Year Ending June 30, 2025**  
**As of October 31, 2024**

|                                         | <b>FY25 Budget</b>   | <b>Actual</b>       | <b>Projected</b>     | <b>Total FY25</b>    | <b>Over/(Under) Budget</b> | <b>% Actual to Budget</b> |
|-----------------------------------------|----------------------|---------------------|----------------------|----------------------|----------------------------|---------------------------|
| <b>Revenues</b>                         |                      |                     |                      |                      |                            |                           |
| General Fund Direct                     | \$ 6,993,605         | \$ 2,622,602        | \$ 4,371,003         | \$ 6,993,605         | \$ -                       | 37.5%                     |
| Statutory Dedicated                     | 383,716              | 222,501             | 161,215              | 383,716              | -                          | 58.0%                     |
| Federal                                 |                      | -                   | -                    |                      |                            |                           |
| <b>Self Generated</b>                   |                      |                     |                      |                      |                            |                           |
| Tuition - Fall 2024                     | 3,558,880            | 3,463,738           | -                    | 3,463,738            | (95,142)                   | 97.3%                     |
| Tuition - Spring 2025                   | 3,007,983            | -                   | 2,927,568            | 2,927,568            | (80,415)                   | 0.0%                      |
| Tuition - Summer                        | 537,371              | 272,863             | 264,508              | 537,371              | -                          | 50.8%                     |
| Out-of-State Fees                       | 285,375              | 171,600             | 113,775              | 285,375              | -                          | 60.1%                     |
| Other                                   | 1,894,341            | 99,034              | 1,795,307            | 1,894,341            | -                          | 5.2%                      |
| Interagency Transfer                    |                      |                     |                      |                      |                            |                           |
| <b>Total Revenues</b>                   | <b>\$ 16,661,271</b> | <b>\$ 6,852,338</b> | <b>\$ 9,633,376</b>  | <b>\$ 16,485,714</b> | <b>\$ (175,557)</b>        | <b>41.1%</b>              |
| <b>Expenditures</b>                     |                      |                     |                      |                      |                            |                           |
| Salaries                                | \$ 9,092,257         | \$ 2,668,907        | \$ 6,131,908         | \$ 8,800,815         | \$ (291,442)               | 29.4%                     |
| Other Compensation                      | -                    | -                   | -                    | -                    | -                          | 0.0%                      |
| Related Benefits                        | 3,994,945            | 990,914             | 2,808,023            | 3,798,937            | (196,008)                  | 24.8%                     |
| <b>Total Personal Services</b>          | <b>\$ 13,087,202</b> | <b>\$ 3,659,821</b> | <b>\$ 8,939,931</b>  | <b>\$ 12,599,752</b> | <b>\$ (487,450)</b>        | <b>28.0%</b>              |
| Travel                                  | 43,000               | 3,881               | 39,119               | 43,000               | -                          | 9.0%                      |
| Operating Services                      | 2,113,863            | 406,545             | 1,707,318            | 2,113,863            | -                          | 19.2%                     |
| Supplies                                | 179,500              | 94,094              | 85,406               | 179,500              | -                          | 52.4%                     |
| <b>Total Operating Expenses</b>         | <b>\$ 2,336,363</b>  | <b>\$ 504,520</b>   | <b>\$ 1,831,843</b>  | <b>\$ 2,336,363</b>  | <b>\$ -</b>                | <b>21.6%</b>              |
| Professional Services                   | -                    | 77,192              | 163,960              | 241,152              | 241,152                    |                           |
| Other Charges                           | 225,000              | 2,564               | 222,436              | 225,000              | -                          | 1.1%                      |
| Debt Services                           |                      | -                   | -                    |                      |                            |                           |
| Interagency Transfers                   | 912,706              | -                   | 912,706              | 912,706              | -                          | 0.0%                      |
| <b>Total Other Charges</b>              | <b>\$ 1,137,706</b>  | <b>\$ 79,756</b>    | <b>\$ 1,299,102</b>  | <b>\$ 1,378,858</b>  | <b>\$ 241,152</b>          | <b>7.0%</b>               |
| General Acquisitions                    | -                    | -                   | -                    | -                    | -                          | 0.0%                      |
| Library Acquisitions                    | -                    | -                   | -                    | -                    | -                          | 0.0%                      |
| Major Repairs                           | -                    | -                   | -                    | -                    | -                          | 0.0%                      |
| <b>Total Acquisitions/Major Repairs</b> | <b>\$ -</b>          | <b>\$ -</b>         | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>                | <b>0.0%</b>               |
| Scholarships                            | 100,000              | 85,741              | 85,000               | 170,741              | 70,741                     | 85.7%                     |
| <b>Total Expenditures</b>               | <b>\$ 16,661,271</b> | <b>\$ 4,329,838</b> | <b>\$ 12,155,876</b> | <b>\$ 16,485,714</b> | <b>\$ (175,557)</b>        | <b>26.0%</b>              |

**Southern University Agricultural Research and Extension Center  
General Operating Budget Interim Financial Statement  
For Fiscal Year Ending June 30, 2025  
As of October 31, 2024**

|                                         | <b>FY25 Budget</b>   | <b>Actual</b>       | <b>Projected</b>     | <b>Total FY25</b>    | <b>Over/(Under)<br/>Budget</b> | <b>% Actual<br/>to Budget</b> |
|-----------------------------------------|----------------------|---------------------|----------------------|----------------------|--------------------------------|-------------------------------|
| <b>Revenues</b>                         |                      |                     |                      |                      |                                |                               |
| General Fund Direct                     | \$ 11,733,056        | \$ 4,399,896        | \$ 7,333,160         | \$ 11,733,056        | \$ -                           | 37.5%                         |
| Statutory Dedicated                     | 1,803,812            | 105,820             | 1,697,992            | 1,803,812            | -                              | 5.9%                          |
| Federal                                 | 13,654,209           | 1,446,821           | 12,207,388           | 13,654,209           | -                              | 10.6%                         |
| <b>Self Generated</b>                   |                      |                     |                      |                      |                                |                               |
| Tuition - Fall 2024                     | -                    | -                   | -                    | -                    | -                              | -                             |
| Tuition - Spring 2025                   | -                    | -                   | -                    | -                    | -                              | -                             |
| Tuition - Summer                        | -                    | -                   | -                    | -                    | -                              | -                             |
| Out-of-State Fees                       | -                    | -                   | -                    | -                    | -                              | -                             |
| Other                                   | -                    | -                   | -                    | -                    | -                              | -                             |
| Interagency Transfer                    | -                    | -                   | -                    | -                    | -                              | -                             |
| <b>Total Revenues</b>                   | <b>\$ 27,191,077</b> | <b>\$ 5,952,536</b> | <b>\$ 21,238,541</b> | <b>\$ 27,191,077</b> | <b>\$ -</b>                    | <b>21.9%</b>                  |
| <b>Expenditures</b>                     |                      |                     |                      |                      |                                |                               |
| Salaries                                | \$ 7,317,638         | \$ 2,289,653        | \$ 5,027,985         | \$ 7,317,638         | \$ -                           | 31.3%                         |
| Other Compensation                      | 80,000               | 16,667              | 63,333               | 80,000               | -                              | 20.8%                         |
| Related Benefits                        | 2,730,631            | 923,679             | 1,806,952            | 2,730,631            | -                              | 33.8%                         |
| <b>Total Personal Services</b>          | <b>\$ 10,128,269</b> | <b>\$ 3,230,000</b> | <b>\$ 6,898,269</b>  | <b>\$ 10,128,269</b> | <b>\$ -</b>                    | <b>31.9%</b>                  |
| Travel                                  | 248,239              | 24,498              | 223,741              | 248,239              | -                              | 9.9%                          |
| Operating Services                      | 949,115              | 99,582              | 849,533              | 949,115              | -                              | 10.5%                         |
| Supplies                                | 883,616              | 198,077             | 685,539              | 883,616              | -                              | 22.4%                         |
| <b>Total Operating Expenses</b>         | <b>\$ 2,080,970</b>  | <b>\$ 322,157</b>   | <b>\$ 1,758,813</b>  | <b>\$ 2,080,970</b>  | <b>\$ -</b>                    | <b>15.5%</b>                  |
| Professional Services                   | 635,800              | 150,529             | 485,271              | 635,800              | -                              | 23.7%                         |
| Other Charges                           | 1,781,969            | 10,756              | 1,771,213            | 1,781,969            | -                              | 0.6%                          |
| Debt Services                           | -                    | -                   | -                    | -                    | -                              | -                             |
| Interagency Transfers                   | 209,697              | -                   | 209,697              | 209,697              | -                              | 0.0%                          |
| <b>Total Other Charges</b>              | <b>\$ 2,627,466</b>  | <b>\$ 161,285</b>   | <b>\$ 2,466,181</b>  | <b>\$ 2,627,466</b>  | <b>\$ -</b>                    | <b>6.1%</b>                   |
| General Acquisitions                    | 1,354,372            | 149,975             | 1,204,397            | 1,354,372            | -                              | 11.1%                         |
| Library Acquisitions                    | -                    | -                   | -                    | -                    | -                              | -                             |
| Major Repairs                           | 11,000,000           | 123,048             | 10,876,953           | 11,000,000           | -                              | 1.1%                          |
| <b>Total Acquisitions/Major Repairs</b> | <b>\$ 12,354,372</b> | <b>\$ 273,023</b>   | <b>\$ 12,081,349</b> | <b>\$ 12,354,372</b> | <b>\$ -</b>                    | <b>2.2%</b>                   |
| Scholarships                            | -                    | -                   | -                    | -                    | -                              | -                             |
| <b>Total Expenditures</b>               | <b>\$ 27,191,077</b> | <b>\$ 3,986,464</b> | <b>\$ 23,204,613</b> | <b>\$ 27,191,077</b> | <b>\$ -</b>                    | <b>14.7%</b>                  |