

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

June 3, 2008

Ms. Fran Gladden
Undersecretary
Department of Economic Development
Post Office Box 94185
Baton Rouge, LA 70804-9185

Dear Ms. Gladden:

Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on May 21, 2008. This agreement is being approved under the authority of Executive Order KBB 05-14, issued May 27, 2005.

Department of Economic Development
OCR# 252-900826 CFMS# 665587 New Orleans BioInnovation Center

The OCR and CFMS numbers preceding the cooperative party's name has been assigned by this office and are used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan H. Smith".

Susan H. Smith
Director

SHS/pl

Enclosure

RECEIVED

JUN 10 2008

CONTRACTS/GRANTS REVIEWER

252-40820
09004-031
665587

COOPERATIVE ENDEAVOR AGREEMENT
between
STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT
and
NEW ORLEANS BIOINNOVATION CENTER, INC.

Be It Known, that effective as of the 1st day of **July, 2008**, the **LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT**, P. O. Box 94185, Capitol Annex Building, 1051 North 3rd Street, Baton Rouge, Louisiana 70804-9185 (hereinafter sometimes referred to as "**LED**" or "**State**"), and **NEW ORLEANS BIOINNOVATION CENTER, INC.**, 134 LaSalle Street, New Orleans, Louisiana 70112 (hereinafter sometimes referred to as "**NOBIC**" or as "**Contractor**"), have entered into this contract under the following terms and conditions:

I. Introduction

WHEREAS, an Act of the 2008 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, which is the appropriation for the expenditure of State funds, contains an appropriation for the Department of Economic Development which includes funding for the support of the New Orleans BioInnovation Center, Inc., of which appropriation the sum of **FIVE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY AND NO/100 (\$533,280.00) DOLLARS** has been allocated for this project.

And in accordance with Article VII, Section 14 (c) of the Constitution of the State of Louisiana, in order to serve the public for the purposes hereinafter declared, the Louisiana Department of Economic Development and the New Orleans BioInnovation Center, Inc., have entered into this Cooperative Endeavor Agreement.

Vision 2020 is the Master Plan for Economic Development for the State of Louisiana; and in support of the goals of Vision 2020, the Contractor proposes to undertake the programs and projects as described under Section II, "Scope of Services" below.

The mission of the Contractor is to facilitate economic development throughout Louisiana from the development of a biotechnology research and development facility in the City of New Orleans.

This project has a public purpose, and is in the public interest of the State of Louisiana and its citizens.

II. Scope of Services

The **Goal** of this contract is to enable the Contractor to facilitate economic growth and development through the creation of new jobs, diversification of the local economy and revitalization of an economically depressed area of the City of New Orleans.

The **Objective** of this contract is to provide LED support and financial assistance to the Contractor, in order to facilitate and stimulate progress toward the accomplishment of the goals of the Contractor and this contract, as outlined above.

And in connection therewith, the Contractor shall provide the following services:

1. Contractor shall produce and provide to LED and the Legislative Auditor, a "Plan" showing activities, specific goals, objectives and measures of performance (attached hereto as "Attachment A"), and a comprehensive Budget showing anticipated uses of the appropriated funds (attached hereto as "Attachment B"), including line item expenditures ("Exhibit B-1").
2. With separate funds, including capital funding from LED, Contractor shall construct, develop and manage the facility that shall include a wet-lab incubator. Notwithstanding any other provision in this agreement, it is understood that construction of this project will not be completed during the term of this contract.
3. Contractor shall create new jobs and economic development for the region in biomedical research.
4. Contractor shall increase national and international visibility for the state, its academic institutions, and its economic development efforts.
5. Contractor shall produce and submit to LED written semi-annual Progress Reports, not later than **December 31, 2008**, and **June 30, 2009**, on work performed to date on this contract, providing a narrative description of the contractor's resources, initiatives, performance, activities, and achievement of specific goals and objectives consistent with the provisions, goals and objectives of its "Plan" and this Agreement.

III. Deliverables

Contractor will provide to LED: (1) a "Plan" showing activities, specific goals, objectives and performance measures, (attached to this Agreement as "Attachment A"); (2) a comprehensive Budget, showing anticipated uses of the appropriated funds (attached hereto as "Attachment B"), including line item expenditures ("Exhibit B-1"); (3) written semi-annual Progress Reports that provide a narrative description of the Contractor's activities, and outlines the progress of the Contractor's performance, activities and initiatives consistent with the provisions, goals and objectives of this Agreement; and (4) Cost Reports ("Attachment C") for reimbursements.

Contractor shall also submit to LED copies of all contracts with outside consultants and service providers relative to the performance of services under this Agreement, if any, after the final execution thereof.

"Exhibit B-1" reflects estimated line item expenditures for which individual items may be subject to a 25% variance within the total appropriation of \$533,280.00 provided for by Legislative Act for the Fiscal Year 2007-08.

IV. LED's Contract Monitor

The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties which are specifically provided for in this agreement.

V. Performance Measures

In addition to any Performance Measures provided by the Contractor, as shown in "Attachment A", Performance Measures for this contract shall also include the following:

1. Contractor's timely scheduling and successful construction, development and management of the wet-lab incubator facility.
2. Contractor's performance of activities consistent with the provisions, goals, objectives and requirements of this Agreement, including:
 - (a) Contractor's services and activities on development of a state-of-the-art biotechnology research and development facility.
 - (b) Contractor's contracting of services and activities to facilitate economic growth.
 - (c) Contractor's services and activities to increase national and international visibility for the state, its academic institutions, and its economic development efforts.
 - (d) Contractor's achievement of specific goals and objectives in the context of its comprehensive budget and plan.
 - (e) Contractor's achievement in producing periodic progress reports on its initiatives that are consistent with its mission, economic development, and the provisions, goals and objectives of this agreement.

VI. Monitoring Plan

LED's Contract Monitor shall review and analyze Contractor's comprehensive Budget and "Plan", as well as its Cost Reports, to ensure its compliance with contract requirements; and shall:

- A. Contact Contractor for further detail, information or documentation when necessary;
- B. Identify ineligible items requested in Cost Reports, and notify Contractor of such ineligibility;
- C. Coordinate with LED's fiscal office for payments/reimbursements to Contractor, and/or obtaining of further needed documentation.

The Contract Monitor shall also review and analyze the Contractor's written semi-annual Progress Reports for compliance with the Scope of Services; and shall:

1. Compare the reports to Goals, Objectives and Performance Measures as outlined in the Contractor's "Plan" and this Agreement to determine the successfulness and effectiveness of the Contractor's performance with regard to stated goals and objectives, and to assure that performance goals are being achieved;
2. Contact Contractor to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact no less often than quarterly with Contractor to review performance progress on contract activity, and/or make visits (if needed) to the Contractor and/or the various sites of activities in order to review the progress and completion of the Contractor's services and/or activities, and to verify information as outlined in its semi-annual and final reports.

Between required performance reporting dates, the Contractor shall inform LED of all problems, delays or adverse conditions, which will materially affect the Contractor's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time schedules and goals. Such disclosures shall be accompanied by a statement of the action taken or contemplated by the Contractor and any assistance which may be needed to resolve the situation.

VII. Budget

The Budget for this project is incorporated herein as "Attachment B" and "B-1", which are attached hereto, incorporated herein and are made a part hereof by this reference. The total cost to LED for the operating budget for this fiscal year for the project contemplated by this Agreement will be not more than **FIVE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY AND NO/100 (\$533,280.00)**, which sum shall be inclusive of all costs or expenses to be paid by LED in connection with the services and activities required by this Contract. The total billings for all services and expenses covered by this agreement shall not exceed the total amount stated above. This sum was allocated for this project out of the funds appropriated for the Department of Economic Development, which includes funding for support of the New Orleans BioInnovation Center, by an Act of the 2008 Regular Session of the Louisiana Legislature.

No state funds shall be paid for any one phase of this agreement that exceeds the expense categories shown on the Budget attached as "Attachment B" or "B-1", nor shall any new expense category or categories be created in the Budget by the Contractor, without the prior written approval of LED. Contractor may make written requests to LED for LED's approval to transfer funds between the categories listed in "Attachment B", and/or to create in the Budget any new expense category or categories, and after LED's written approval is obtained and LED's Fiscal Office is notified, such changes may be made.

VIII. Payment Terms

In consideration for the services and activities described above, payments to the Contractor shall be made by LED on a reimbursement basis, if Contractor's progress is to the reasonable satisfaction of LED, after receipt from Contractor and approval by LED of

Cost Reports requesting reimbursement, and certifying that such expenses have been incurred and that provide documentation of the expenses. Contractor's submission of such Cost Reports shall constitute a certification that such expenses have been incurred and such reimbursement is now due. LED has provided the form for the Cost Reports which are to be completed and submitted by the Contractor, which form is attached hereto, incorporated herein, and is made a part hereof as "Attachment C". All original documentation supporting the Cost Reports shall be maintained by Contractor, and all of the same shall be subject to audit, as hereinafter stated. Contractor shall determine the time and frequency that such Cost Reports shall be submitted to LED, but such frequency shall not exceed one (1) Cost Report during any calendar month.

Upon execution of this Agreement and approval of the Division of Administration, Office of Contractual Review, an advance payment equal to ten (10%) percent of the aggregate appropriation shall be made to the Contractor. This advance payment will allow the Contractor sufficient working capital to begin to carry out and accomplish its goals and objectives. Should this contract be terminated prior to Contractor incurring costs which cover the advance, the Contractor shall be required to repay the advance payment within thirty (30) days of the termination. Additionally, if the expenses included on the final Cost Report do not fully cover the advance payment, the Contractor shall be required to repay any difference by August 1, 2009.

No payment shall be made to the Contractor, however, until the Contractor's "Plan" ("Attachment A") showing activities, specific goals and objectives (including performance measures), and comprehensive Budget ("Attachment B", including "Exhibit B-1") and are submitted by the Contractor to the Legislative Auditor (and a copy of Contractor's letter of transmittal furnished to LED), which "Plan" and comprehensive Budget are already attached to and form a part of this Agreement. If LED's Contract Monitor determines that the Contractor has failed to reasonably achieve its specific goals and objectives for the disbursement of funds, LED will withhold payment until such goals and objectives are met, unless approval to pay the funds is obtained from either the Secretary or the UnderSecretary of LED, or from the Division of Administration and the Joint Legislative Committee on the Budget.

Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are shown in the Contractor's approved Budget, and then only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED or attached to periodic Invoices for reimbursement.

IX. Contract Term

This Agreement shall begin as of **July 1, 2008**; the Contractor's services required hereunder and this project shall be completed as of **June 30, 2009**; and this agreement shall terminate on **July 31, 2009**, unless amended in writing and approved by all parties, including the Director of the Office of Contractual Review or the Commissioner of Administration.

X. Tax Liability

Contractor hereby agrees that the responsibility for the payment of any taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contractor's obligation, identified under the Contractor's Federal Tax Identification Number: 20-0078125.

XI. Termination of Contract for Convenience

Either party may terminate this contract at any time by giving thirty (30) days written notice. The State may amend and/or terminate this contract due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

XII. Termination of Contract for Cause

LED may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this contract, provided that LED shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure, and thereafter proceeded diligently to complete such correction, then LED may, at its option, place Contractor in default and this contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LED to comply with the terms and conditions of this contract; provided that Contractor shall give LED written notice specifying LED's failure and a reasonable time for LED to have an opportunity to cure the defect.

XIII. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved under the provisions of LSA – R.S. 39:1524 through 1526.

In the event the Contractor defaults on this agreement, breaches the terms of this agreement, ceases to do business or ceases to do business in Louisiana during the term of this agreement, this agreement shall be terminated as provided in Section XII above, and within thirty (30) days of such termination the Contractor shall repay to the State the amount of all funds disbursed to the Contractor under this agreement for all services not yet performed or completed or not satisfactorily performed or completed.

XIV. Ownership of Materials and Confidentiality

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this contract. All records, reports, documents, or other materials related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned or delivered by Contractor to the State, at Contractor's expense, at the termination or expiration of this contract.

Any records, writings, accounts, reports, documents and other materials that are considered to be confidential or proprietary by those firms, businesses or individuals submitting, delivering or transmitting the same, may be provided to Contractor, pursuant to its duties under this Contract, for the purposes of allowing the LED, through the Contractor, to investigate and/or examine these firms, businesses or individuals pertaining to the statutory duties of the LED, and shall be considered confidential and proprietary information within the meaning of La. R.S. 44:4(3).

XV. Assignment of Interest

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the prior written consent of the State; provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State.

XVI. Auditors and Audits of Accounts

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor/Division of Administration Auditors, and/or the LED Auditor shall have the option of auditing all records and accounts of the Contractor that relate to this Agreement.

Contractor shall comply with the Louisiana Audit Law, as contained in LA. R.S. 24:513 and 514, and LA. Admin. Code 34, Part V, Sec. 134.

- A. Contractors receiving \$50,000.00 or less in revenues and other sources in any one fiscal year shall not be required to have an audit, but must file for each year of this Agreement with the Legislative Auditor and with LED a certification indicating that it received \$ 50,000.00 or less in funds for the fiscal year, along with sworn financial statements, as required by LA. R.S. 24:514.
- B. Contractors receiving more than \$50,000.00 in revenues and other sources in any one fiscal year, but less than \$200,000.00, shall cause to be conducted for each year of this Agreement an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide, as required by La. R.S. 24:513, copies of which annual compilation and attestation report shall be filed with LED. However, the Legislative Auditor, at his discretion, may require said Contractor to have an audit of its books and accounts.
- C. Contractors receiving more than \$200,000.00 in revenues and other sources in any one fiscal year, but less than \$500,000.00, shall cause to be conducted for each year of this Agreement an annual review of its financial statements, to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide, as required by La. R.S. 24:513, copies of which

attestation report shall be filed with LED. However, the Legislative Auditor, at his discretion, may require said Contractor to have an audit of its books and accounts.

- D. Contractors receiving \$500,000.00 or more in revenues and other sources in any one fiscal year via one or more contracts, shall be audited annually; and not more than ninety (90) days after the end of Contractor=s fiscal or budget year, must provide LED with a copy of either Contractor's Contract Compliance Audit (in accordance with LAC 34, Part V, Sec. 134), or Contractor's single audit (performed in accordance with R.S. 24:513 and the Single Audit Act of 1984, or other Federal legislation). The Audit must include an examination of reimbursed expenses to determine that such expenses were in accordance with contract terms, and that these expenses were not reimbursed by any other source; and the auditor must make certifications as to these items in the audit report. The Audit must be in accordance with the requirements of the Regulations for the Procurement of Personal, Professional, Consulting and Social Services as promulgated by the Office of the Governor, Division of Administration, Office of Contractual Review. Any such audit must be performed by an independent qualified Certified Public Accountant in accordance with generally accepted auditing standards, and is to be so certified by the independent auditor.

XVII. Fiscal Funding

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

XVIII. Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 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 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, not to discriminate against participants, and that it will render services under this contract without discrimination, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this contract.

XIX. Public Liability

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

XX. State Liability

The State's liability under this agreement shall be limited to the dollar amount of the appropriation, allocation or budgeted amount shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

XXI. Headings

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purpose of this contract, are solely for the ease of reference.

XXII. Agreement Approval

This Agreement shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Director of the Office of Contractual Review or the Commissioner of Administration.

XXIII. Notice of Insufficiency

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

XXIV. Choice of Law

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the Courts located in

the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this Contract.

XXV. Entire Agreement

This Contract, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this Contract.

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized officer of the Contractor, for the purposes, uses, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at New Orleans, Louisiana, on the _____ day of July, 2008, to be effective as of the date stated above, after a due reading of the whole document

WITNESSES:

Lisa C. Calongre
Witness

Sean Matsumura
Witness

NEW ORLEANS BIOINNOVATION CENTER, INC.

By: [Signature]
AARON MISCENICH,
Executive Director

IN WITNESS WHEREOF, this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representatives of LED, for the purposes, uses, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the _____ day of July, 2008, to be effective as of the date stated above, after a due reading of the whole document

WITNESSES:

Beky Lambert
Witness

Annie DePino
Witness

Bob Fudith
LED Contract Monitor

**LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT**

By: [Signature]
FRAN GLADDEN, UnderSecretary

APPROVED
Office of the Governor
Office of Contractual Review

JUN 03 2008
[Signature]
DIRECTOR

“Attachment A”

New Orleans BioInnovation Center, Inc.

“Plan”, including Activities, Goals, Objectives, and Performance Measures

Our Goal is to facilitate economic growth and development through the creation of new jobs, diversification of the local economy and revitalization of an economically depressed area of the City of New Orleans.

Our Objective is to facilitate and stimulate progress toward the accomplishment of the goals, as outlined above.

NOBIC intends to accomplish all of the following:

1. The construction, development and management of a state-of-the-art wet-lab incubator.
2. Begin operation of a temporary bioscience business incubator to operate while permanent facility is designed and constructed.
3. The creation of new jobs and economic development for the region in biomedical research.
4. The increase of national and international visibility for the state, its academic institutions, and its economic development efforts through participation in local and national business development conferences.
5. Conduct a ‘biotechnology inventory’ of New Orleans area universities and help partners to access commercial potential of their inventories
6. Begin a business plan training program for bio-entrepreneurs

Performance Measures for services performed in this contract shall include the following:

1. Our timely scheduling and successful construction, development and management of the facility, including a wet-lab incubator, with construction to begin by September 30, 2008. It is understood that construction will not be completed during the term of this agreement.
2. Our successful performance of the following activities:
 - a) Our services and activities on development of the facility into a state-of-the-art biotechnology research and development facility.
 - i. Complete Programming and Building Design by October 15, 2008
 - ii. Begin Construction by November 1, 2008
 - b) Our contracting of services and activities to facilitate economic growth.

“Attachment B”

Budget (2008 – 2009)

New Orleans BioInnovation Center, Inc.

Expense Category	Amount
Personnel	\$ 285,597.00
Consulting	50,000.00
Other Costs	172,683.00
Supplies	10,000.00
Equipment	15,000.00
Total	\$533,280.00

Budget Explanation

Personnel

Personnel costs include base salaries, recruiting costs and fringe benefits estimated at 30% of salary. Personnel include an Executive Director (\$150,000 base salary), an Operations Assistant (\$39,960 base salary), and Clerical (\$30,000 base salary).

Consulting

Consulting Costs include those for legal and management support for development of cooperative agreements and tenant leases, accounting, auditing and marketing of the incubator to prospective tenants. Also included would be consulting affiliated with the development of a business/strategic plan.

Other Costs

Other Costs include insurance, janitorial, utilities, telephone, office equipment rental, travel and miscellaneous startup costs.

Supplies

Supplies include Office Supplies used in normal operations.

Equipment

Equipment is limited to office furniture and equipment.

“Attachment B-1”

Detailed Budget (2008 – 2009) New Orleans BioInnovation Center, Inc.

Salaries & Benefits	
Executive Director	150,000
Lab Manager	-
Assistant Lab Manager	-
Administrative Assistant	30,000
Operations Assistant	39,690
Benefits (30% of Payroll)	65,907
Total Salaries & Benefits	<u>285,597</u>
Consulting	
Accounting	15,000
Legal	20,000
Other Consulting	15,000
Total Consulting	<u>50,000</u>
Other Costs	
Rent & Utilities	45,000
Communications	10,000
Insurance	15,000
Marketing	30,000
Memberships	5,000
Parking	3,000
Postage & Delivery	1,000
Travel & Conferences	25,000
Entertainment	
Misc. expenses	38,683
Total Other Costs	<u>172,683</u>
Supplies	
Office Supplies	10,000
Maintenance Supplies	
Total Supplies	<u>10,000</u>
Equipment	
Common Equipment	15,000
Total Equipment	<u>15,000</u>
Total Expenses	<u>533,280</u>

“Attachment C”

Cost Report (and Request for Reimbursement)

Contractor Name: New Orleans BioInnovation Center, Inc.
Address: 615 Poydras Street, Suite 1325
New Orleans, LA. 70112
Ph: (504) 680-2973

Cost Categories	Approved Grant Amount	Recent Allowable Expenditures Paid By Contractor	Year To Date Allowable Expenditures	Category Balance After Allowable Expenditures
Personnel	\$ 285,597.00			
Consulting	50,000.00			
Other Costs	172,683.00			
Supplies	10,000.00			
Equipment	15,000.00			
Total	\$533,280.00			

I hereby certify under penalty of law that the expense items contained in this Cost Report are true and correct, have actually been incurred, such reimbursement is now due, and this request for reimbursement is submitted in accordance with an Act of the 2008 Regular Session of the Louisiana Legislature, the Constitution of the State of Louisiana, and all other applicable Federal and Louisiana State laws, rules and regulations.

Aaron Miscenich, Executive Director

(Date)