BOBBY JINDAL
GOVERNOR

ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

# State of Louisiana

Division of Administration
Office of Contractual Review

June 26, 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 June 11, 2008. This agreement is being approved under the authority of Executive Order KBB 05-14, issued May 27, 2005.

**Department of Economic Development**
**OCR# 252-900849 CFMS# 666446 Biomedical Research Foundation**

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,

Susan H. Smith
Director

SHS/pl

Enclosure

RECEIVED
JUL 1 2008
UNDERSECRETARY

252-900849

09007-0BD
666446

**COOPERATIVE ENDEAVOR AGREEMENT**
**between the**
**STATE OF LOUISIANA,**
**DEPARTMENT OF ECONOMIC DEVELOPMENT**
**and**
**THE BIOMEDICAL RESEARCH FOUNDATION**
**OF NORTHWEST LOUISIANA**

Be It Known, that this agreement is entered into and is effective as of the **1st** day of **July, 2008**, by and between the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, Louisiana 70804-9185 (hereinafter sometimes referred to as "**LED**" or "**State**"), and **The Biomedical Research Foundation of Northwest Louisiana**, P. O. Box 38050, Shreveport, Louisiana 71133 (hereinafter sometimes referred to as "**Contractor**"), who have entered into this agreement (also herein called "contract") under the following terms and conditions:

## I. Introduction

WHEREAS, by 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; and said Act contains an appropriation for the Department of Economic Development which includes funding for the support of The Biomedical Research Foundation of Northwest Louisiana, of which appropriation the sum of **SEVEN HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED THIRTEEN & NO/100 ($759,213.00) 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 Biomedical Research Foundation of Northwest Louisiana, have entered into this Cooperative Endeavor Agreement.

*Louisiana: 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 by helping to develop the infrastructure needed to provide technology transfer assistance to the university systems of Louisiana and financial assistance to help build Louisiana businesses, which will develop and commercialize these technologies. These funds are intended to equip and operate a newly constructed wet lab incubator facility in support of that mission and *Vision 2020*.

This project and this agreement have a public purpose, and they are 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 recruit tenants, to equip the facility, to provide build out for leased space, and to operate a wet lab incubator that will help to facilitate economic growth and development through the creation of new jobs and diversification of Louisiana's economy.

The **Objective** of this contract is for the Contractor to provide support to the State and for the State to provide through LED support and assistance to the Contractor, in connection with each of their endeavors 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 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").
2. Contractor shall recruit tenants, purchase equipment, provide build out of leased space and operate a wet lab incubator facility.
3. Contractor shall create new jobs and economic development for the region in biomedical research and other Vision 2020 clusters.
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 Progress Reports as provided below.

All of this should help the State in seeking out opportunities for the creation of economic growth in Louisiana, may help in the creation of new companies for our State, and may help to create new jobs for the citizens of Louisiana.

The Contractor shall also:

(1) Produce and provide to LED: a "Plan of Work" or "Plan of Action" providing an outline for the project, showing any planned events or activities, specific goals and objectives for the use of such funds, and indicators or measures of performance (which "Plan" is attached to this agreement as "Attachment A", and is made a part of this agreement by this reference); and a comprehensive Budget showing all anticipated uses of the funds to be provided by this agreement (which is also attached hereto as "Attachment B", and is also made a part hereof by this reference).

(2) Produce and provide to LED written quarterly Progress Reports on the Contractor's resources, initiatives, activities and services, and outlining the performance of the Contractor consistent with the provisions, goals and objectives of this agreement.

Contractor shall provide these written quarterly Progress Reports to LED not later than thirty days after **September 30, 2008; December 31 2008; March 31, 2009; and June 30, 2009**, on work performed to date on this contract. The report of **June 30, 2009**, shall be a Final Report, and after its receipt and approval by LED final reimbursement may be made to the Contractor by LED. The reports shall provide, as a minimum, a narrative description of the following:

1. A brief recap of the Contractor's activities and services pursuant to and in fulfillment of the provisions, goals and objectives of this agreement.
2. Contractor's achievement of specific goals and objectives in the context of its Plan and comprehensive Budget, and this agreement.
3. Contractor's resources, initiatives, activities and performance of services in the attainment of and consistent with the provisions, goals and objectives of this agreement.

## III. Deliverables

Contractor will provide to LED: (a) a "**Plan of Work**" or "**Plan of Action**" providing an outline for the project, showing any planned events or activities, specific goals and objectives for the use of such funds, and indicators or measures of performance (which "Plan" is attached to this agreement as "Attachment A"); (b) a comprehensive **Budget** showing all anticipated uses of the funds to be provided by this agreement (which Budget is also attached hereto as "Attachment B"); (c) Cost Reports for reimbursements; and (c) written quarterly Progress Reports outlining the Contractor's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this agreement.

Contractor shall also submit to LED copies of all contracts with outside consultants and service providers relative to this agreement, if any, upon the final execution thereof.

## 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, which may be shown in the Contractor's "Plan", which is attached hereto as "Attachment A", Performance Measures for this contract shall also include the Contractor's timely and successful completion, submission and performance of the following:

(1) Contractor's "Plan" providing an outline for the project, showing any planned events or activities, specific goals, objectives and performance measures ("Attachment A"); and Contractor's "Budget" showing anticipated uses of the funds to be provided by this agreement ("Attachment B").

(2) Contractor's resources, initiatives, activities and performance of services in the attainment of and consistent with the provisions, goals and objectives of this agreement.
(3) Contractor's written quarterly Progress Reports and Final Report (as described above) along with any specific work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this agreement.

## VI. Monitoring Plan

During the term of this agreement, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. LED's Contract Monitor shall review and analyze Contractor's "Plan", as well as Cost Reports, to ensure Contractor's compliance with contract requirements; and shall:

A. Contact Contractor for further detail, information or documentation when necessary;
B. Assure that reimbursements requested in Cost Reports are in compliance with the approved Budget; and
C. Coordinate with LED's fiscal office for reimbursements to Contractor, and/or obtaining of any further needed documentation.

The Contract Monitor shall also review and analyze the Contractor's written Progress Reports and any work product for compliance with the Scope of Services; and shall:

1. Compare the Reports to Goals and Objectives outlined in this contract to determine the progress made;
2. Contact Contractor to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing 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", which is attached hereto, incorporated herein and is made a part hereof by this reference. The total cost to LED of the project contemplated by this Agreement will be not more than **SEVEN**

**HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED THIRTEEN & NO/100 ($759,213.00) DOLLARS**, 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. 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 wet labs, by an Act of the 2008 Regular Session of the Louisiana Legislature. Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of **July 1, 2008**, and **June 30, 2009**, the date by which all of the Contractor's services shall be completed.

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", 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

Provided Contractor's progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, payments to the Contractor shall be made by LED on a reimbursement basis, after receipt from the Contractor and approval by LED of Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Contractor's submission of such Cost Reports shall constitute a certification that such expenses have been incurred and such reimbursement is due. LED shall provide the form for the Cost Reports to be completed and submitted by the Contractor, which form is attached hereto, incorporated herein and is made a part hereof as "Exhibit C". Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the Cost Reports. All original documentation supporting the Cost Reports shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated. Contractor shall determine the frequency that such Cost Reports are to be submitted to LED, but such frequency shall not exceed one (1) Cost Report per calendar month.

No payment shall be made, however, until the Contractor's "Plan" showing specific goals and objectives (including performance measures) ("Attachment A"), and the Contractor's comprehensive Budget showing anticipated uses of the funds ("Attachment B"), are submitted by the Contractor to the Legislative Auditor, with a copy of its transmittal thereof furnished to LED. 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 Undersecretary of the 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 included in the Contractor's approved compensation, budget or allocated amount, 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 shall be completed by **June 30, 2009**; and (in order to provide LED with sufficient time to review and approve the Contractor's performance, and to approve and pay the Contractor's final Cost Report and Request for Reimbursement) this Agreement shall terminate on **August 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 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: **58-1711612**.

## XI. Termination for Convenience

Either party may terminate this agreement at any time by giving thirty (30) days written notice. The State may amend this agreement 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

The State 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 Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either 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 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.

## XIII. Remedies for Default

Any claim or controversy arising out of this agreement 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, 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

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall, upon request, 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 agreement and/or obtained, prepared or produced 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 delivered or returned by Contractor to the State, at the Contractor's expense, at the termination or expiration of this agreement.

## 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. Audits and Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana, 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 Contractor that relate to this contract.

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 one hundred fifty (150) 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. <u>Fiscal Funding</u>** ***(Applies to multi-year contracts only)***

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. <u>Discrimination Clause</u>**

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 Contractor will render services under this agreement 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 Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this agreement.

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

**IN WITNESS WHEREOF,** this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized officer of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Shreveport, Louisiana, on the 16th day of May, 2008, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

Edie S. [illegible]
Witness

Kris Engel
Witness

**THE BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA**, Contractor

By: John F. Sharp
**John F. Sharp, President**

**IN WITNESS WHEREOF,** this Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the 4 day of June, 2008, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

Witness

Witness

**LED Contract Monitor**

**LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT**

By: _____

**FRAN GLADDEN,** UnderSecretary

APPROVED
Office of the Governor
Office of Contractual Review

JUN 26 2008

DIRECTOR

# "Attachment A"

## The Biomedical Research Foundation of Northwest Louisiana

## "Plan", including Activities, Goals, Objectives, and Performance Measures

Our **Goal** is to complete tenant build out of the facility and operate a wet lab incubator that will help to facilitate economic growth and development through the creation of new jobs and diversification of Louisiana's economy.

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

**The Biomedical Research Foundation of Northwest Louisiana** intends to accomplish the following:

1. Market BioSpace1 locally, regionally, nationally and internationally and undertake such other networking activity that will raise the positive perception of Louisiana and generate tenants.
2. Design and construct fit-out space in BioSpace1 as and when required to support new and expanding tenants.
3. Complete the establishment of management systems in the wet-lab incubator facility.
4. Create new jobs and economic development for the region in biomedical research, environmental technology and/or food technology and other Vision 2020 cluster technologies as may be appropriate.

**Performance Measures** shall include the following:

1. World Wide Web, trade show and direct marketing activities that market Louisiana and BioSpace1 life science opportunities.
2. When tenants require, designing and building fit-out space in BioSpace1.
3. Complete and implement remaining management tools for BioSpace1.
4. Increase tenant occupancy in BioSpace1.

# "Attachment B"

## Budget (2008 – 2009)

## The Biomedical Research Foundation of Northwest Louisiana

| Expense Category | Amount |
|---|---|
| Personnel | $ 259,400.00 |
| Operating Expenses | $ 499,813.00 |
| Equipment, Furniture & Tenant Build-out | $ - |
| **Total** | **$ 759,213.00** |

Budget Explanation

Personnel

Personnel costs include base salaries, recruiting costs and fringe benefits estimated at 25% of salary. Personnel include an Incubator Manager, Administrative Assistant, Receptionist and allocated maintenance personnel.

Operating Expenses

The estimated costs for this category include personnel recruiting and relocation, contract labor, lab safety services, insurance, marketing, office supplies, janitorial, utilities, telephone, travel and miscellaneous operating costs.

Equipment, Furniture and Tenant Build-out

The estimated costs for this category include lab equipment, furniture, telephone, computer, video conferencing and other office equipment and leasehold improvements and tenant build-out.

# "Attachment C"

## Cost Report (and Request for Reimbursement)

**Contractor Name:** **The Biomedical Research Foundation of Northwest Louisiana**

**Address:** **P.O. Box 38050**
**Shreveport, LA. 71133-8050**

**Phone: (318) 675-4111**

| Cost Categories | Approved Grant Amount | Recent Allowable Expenditures Paid By Contractor | Year To Date Allowable Expenditures | Category Balance After Allowable Expenditures |
|---|---|---|---|---|
| | | | | |
| **Personnel** | **$ 259,400.00** | | | |
| **Operating Expenses** | **$ 499,813.00** | | | |
| **Equipment, Furniture & Tenant Build-out** | **$ -** | | | |
| | | | | |
| **Total** | **$ 759,213.00** | | | |

**I hereby certify under penalty of law that the expense items contained in this Cost Report are true and correct, have been incurred, such reimbursement is now due, and this request for reimbursement is submitted in accordance with the appropriate 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.**

_____ _____
**Signature of Contractor Authorized Representative** **Date**

**Attachments: (Copies of Supporting Documentation)**