

**request for approval to enter into a Cooperative
Endeavor Agreement with NiCaw deri serve rde**

Nicholls State University is requesting Board approval to enter into a Cooperative Endeavor Agreement (CEA) with the Nicholls State University Foundation. Under this agreement, Nicholls State University will allow the Foundation and its data management partner (Balanced Media Technology “BMT”) to harness the power of idle computer processing capacity to create a virtual supercomputer. The Foundation and BMT need the computer processing capacity to continue its work in areas such as advanced research, development of new technology-based curricula, and the creation and possible commercialization of intellectual property. This collaborative relationship is anticipated to allow the University to gain greater efficiencies in the normal operation of the University through deployment of AI and machine learning to perform repetitive operational tasks within the University in a secure environment.

All cybersecurity protocols shall be utilized in this agreement and no university data shall be exposed in an unsecured manner. The University will incur no cost under this agreement but will gain access to and benefit from the work product developed by BMT in its work to use innovative technology to create solutions and opportunities benefiting not only the immediate region but a farther reaching marketplace that may be served by the technology developed.

This new Cooperative Endeavor Agreement formed by and between Nicholls State University and Nicholls State University Foundation demonstrates their common interest of reaching a common mission to advance the role of the University in the intellectual, cultural, work force, and economic development of the region. This new agreement will benefit the University as well as the broader regional community.

The Cooperative Endeavor Agreement will begin on the date of execution and terminate on June 30, 2034. This agreement may be renewed for successive five (5) year terms upon the agreement of the University and the Foundation.

It is recommended that the following resolution be adopted

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Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

October 3, 2024

Via Electronic Transmittal Only

President Rick Gallot
University of Louisiana System
1201 North Third Street Suite 7300
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following item to be placed on the agenda for the October 2024 meeting of the Board of Supervisors for the University of Louisiana System:

Cooperative Endeavor Agreement with Nicholls State University Foundation.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf
Enclosures

c: Mr. Terry Braud, Executive Vice President for Finance & Administration
Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost/Chief Academic Officer
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Alison Hadaway, Director of Human Resources
Mr. Jerad David, Director of Communications & Legislative Affairs
Ms. Paige Pierce, Director of Alumni Affairs
Ms. Paulette Mayor, Controller & Ethics Liaison
Dr. Martin Meder, Faculty Senate President

Cooperative Endeavor Agreement
Between
Nicholls State University
and
Nicholls State University Foundation, Inc.

This Cooperative Endeavor Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2024 by and between:

NICHOLLS STATE UNIVERSITY, whose mailing address is P.O. Box 2001, Thibodaux, LA 70310, hereinafter referred to as "UNIVERSITY" and represented by John J. Clune, Jr., its President; and

NICHOLLS STATE FOUNDATION, INC., whose mailing address is P.O. Box 2074, Thibodaux, LA 70310, being duly organized in the State of Louisiana, and recognized as a not for profit organization under Section 501 (c)(3) of the Internal Revenue Code, hereinafter referred to as "FOUNDATION" and represented by its President, Mr. Christopher H. Riviere; and

WHEREAS, Article VII, Section 1(C) of the Constitution of the State of Louisiana provides that, "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavor with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

WHEREAS, the UNIVERSITY is a constitutionally and statutorily created local political body of the State of Louisiana with the constitutional and statutorily created authority to contract, including entering into Cooperative Endeavor Agreements; and

WHEREAS, the UNIVERSITY has through its normal course of operations significant idle computing capacity in the form of idle underutilized computers in computer laboratories, faculty offices, and staff offices during the normal business day and in the business hours and

WHEREAS, the UNIVERSITY desires to make this excess computing capacity available to the FOUNDATION and its partnership with Balanced Media Technology (BMT), LLC for the benefit of the UNIVERSITY the economic development of the University's service area and the State of Louisiana; and

WHEREAS, the UNIVERSITY desires to benefit from the FOUNDATION's partnership with BMT and the deployment of an advanced data platform (The Coastal Data Refinery) for the intake, processing and mining of data sets both large and small scale; and

WHEREAS, the Coastal Data Refinery will host and utilize Artificial Intelligence (AI) and Machine Learning (ML) algorithms for the further refinement, analysis, and visualization of data; and

A. The FOUNDATION shall:

1. Use the excess computing capacity provided by the UNIVERSITY for the purpose of deploying the Data Refinery powered by BMT's HEWMAN Solution to the University

INDEMNIFICATION

The Foundation and their non-university partners agree to protect, defend, indemnify, save and hold harmless, Nicholls State University, the State of Louisiana, the University of Louisiana System, the Louisiana Board of Regents, its board members, officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense 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 the Foundation and their non-university partners, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Foundation and their non-university partners as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of Nicholls State University, the University of Louisiana System, the Louisiana Board of Regents, its board members, officers, agents, representatives, and employees. The Foundation and their non-university partners agree to indemnify, defend, and hold harmless, a

Both parties agree not to discriminate in their employment practices and render services under this Cooperative Endeavor Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, and disabilities.

Any act of discrimination committed by a party, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Cooperative Endeavor Agreement.

NOTICES

Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or deposited in the United States mail, certified mail, and postage prepaid, to the address set forth below, or to such other address as may be designated by a party in writing:

To FOUNDATION: 0,ba1.15 Td [(A)44 ()]s4vu(A)44 (e-e20o44 ())Tj EMC /P (n)2 (a)6 ((OU

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Variations/

Percent



\$773,002
\$3,385,603

75,136,577
(301,782)

74,834,795 231,772						
75,066,567						
2,818,692 236,260						
3,054,602 2 1					2	0
						2,688,300 1,348,105
						26,152,662
						\$48,913,904
\$8,080,185	1,186,600	\$3,527,880	\$6,763,522	\$10,575,341	\$3,680,348	\$33,813,876
1.1	0.8	1.6	1.5	1.7	1.5	1.4
\$0	\$800,002	\$0	\$495,004	\$1,557,666	\$0	\$2,852,672
1.1	2.1	1.6	1.6	1.9	1.5	1.6

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THIRD PARTY FINANCING OPERATIONS
STATEMENT OF REVENUES AND EXPENSES BY CAMPUS
NON-HOUSING PROJECTS WITH LEASE BACKS TO THE UNIVERSITY
FISCAL YEAR ENDING JUNE 30, 2024

ULS	Tech	McNeese	Nicholls	Nicholls	Nicholls	SLU	SLU	ULL	ULL	ULL	ULL	ULM
Combined	Davison	Parking	Parking	Recreation Center	Cafeteria	Stadium	Student Union	Student Union	Parking	Athletic Project	Baseball Stadium	Projects
690,281 12,944,280 10,515,513												
0 28,032												
2,489 730,006 2,114,928 635,568 2,905,994 1,832,279 2,183,636 955,866 827,349 2,165,234												
452,795												
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**University of Louisiana System
Summary of Operating Budget vs Actual
For the Fiscal Year Ended June 30, 2024**

	<u>Available Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>% of Budget</u>
REVENUES				
	<hr/>	<hr/>	<hr/>	<hr/>
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Total Revenues	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
* General Registration Fees:				
	<hr/>	<hr/>		
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**University of Louisiana System
Summary of Operating Budget vs Actual
For the Fiscal Year Ended June 30, 2024**

Available Budget	Actual	Variance	% of Budget
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EXPENSES BY FUNCTION

**University of Louisiana System
Summary of Operating Budget vs Actual
For the Fiscal Year Ended June 30, 2024**

Available Budget	Actual	Variance	% of Budget
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EXPENSES BY OBJECT

**University of Louisiana System
Operating Fund - PY to CY Comparison**

	Fiscal Year Ended:		Change	%
	2023	2024		
REVENUES				
Total Revenues				

EXPENSES BY FUNCTION

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Cwzknctkgu

Vqven

**UNIVERSITY OF LOUISIANA SYSTEM
AUXILIARY OPERATIONS THROUGH JUNE 30, 2024**

Grambling State University

Louisiana Tech University

McNeese State University

University of Louisiana at Lafayette

Auziliaries

Total

University of New Orleans

University of Louisiana System

23,919,029 257,238,109 305,518,270 1,506,335 **(46,773,826)** **(22,854,797)**

Athletic Deficits

	FY23	FY24
	Current Year	Current Year
	(Deficit)	(Deficit)
Grambling		
Tech		
McNeese		
Nicholls		
NSU		
Southeastern		
UL Lafayette		
UL Monroe		
UNO		
Total	(17,040,040)	(41,401,181)

ULS Combined