

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FINANCE COMMITTEE

October 28, 2021

Item J.1. **Northwestern State University's** request for approval of a Proposed New Fee Rate for the Post-Master's Certificate (PMC) for Eligible Nursing Programs.

EXECUTIVE SUMMARY

Northwestern State University requests approval to charge a reduced tuition rate for Willis-Knighton Health Care System employees who enroll in the Post-Master's Certificate Family Nurse Practitioner program or the Post Master Certificate Adult-Gerontology Acute Care Nurse Practitioner program. Northwestern would contract with Willis-Knighton, and Willis-Knighton would pay the tuition for its employees directly to Northwestern. The reduced tuition rate would be set at 80% of normal tuition rate. Willis-Knighton currently has approximately 38 nurse practitioner employees who will enroll in one of the two PMC programs.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval for a tuition rate set at 80% of the normal tuition rate for Willis-Knighton Health Care System employees in the Post-Master's Certificate Family Nurse Practitioner program or the Post Master Certificate Adult-Gerontology Acute Care Nurse Practitioner program.*



NORTHWESTERN STATE

Office of the President

310 Sam Sibley Drive
Caspari Hall - Suite 223
Natchitoches, LA 71497
(O) 318-357-6441
(F) 318-357-4223

J.1.

October 12, 2021

Dr. Jim Henderson, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Re: Proposed New Fee Rate for Post-Master's Certificate (PMC) for Eligible Nursing Programs

Dear Dr. Henderson:

Northwestern State University is requesting to submit the attached *Proposed New Fee Rate for Post-Master's Certificate (PMC) for Eligible Nursing Programs* to be placed on the agenda for approval at the October 2021 Board meeting:

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
Interim President

Attachment

DEDICATED TO ONE GOAL. **YOURS.**™





NORTHWESTERN STATE

Office of the President

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(O) 318-357-6441
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October 12, 2021

Dr. Jim Henderson, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Re: Proposed New Fee Rate for Post-Master's Certificate (PMC) for Eligible Nursing Programs

Dear Dr. Henderson:

This is to request consideration by the University of Louisiana System of a proposed new rate for contracted tuition and fee rates for enrollment in the Post-Master's Certificate (PMC) Family Nurse Practitioner and Post-Master's Certificate (PMC) Adult-Gerontology Acute Care Nurse Practitioner programs.

NSU is proposing a rate of 80% of the current tuition charged for these programs and applied to Willis-Knighton Health Care System and their employees enrolled in one of the two PMC programs listed.

Willis Knighton has approximately 38 currently employed nurse practitioners who will enroll in one of the two PMC programs. This rate is the same rate currently applied to Willis-Knighton employees enrolled in the Master of Science in Nursing Education and Administration tracks.

Thank you for your consideration of this request that would help assure the continued success and excellence of these programs within the College of Nursing and School of Allied Health.

Sincerely,

Dr. Marcus Jones
Interim President

DEDICATED TO ONE GOAL. **YOURS.**



**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FINANCE COMMITTEE

October 28, 2021

- Item J.2.** **University of New Orleans'** request for approval to enter into a Cooperative Endeavor Agreement with TMTP Labs, Inc. for the development of new nanomaterial composites.

EXECUTIVE SUMMARY

TMTP Labs is a Louisiana synthesis laboratory conducting research related to the development of methods for the bulk production of graphene carbon nanosheets and new material based on graphene and related compounds, and the University's Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. TMTP Labs will provide support for AMRI researchers in the development of new nanomaterial composites, including those based on graphene.

TMTP Labs will occupy space in UNO's Science Building, and TMTP will pay UNO monthly rent of approximately \$2,770. The immediate proximity of TMTP Labs to AMRI will readily allow for the exchange of ideas, the development of new technologies involving TMTP Labs and AMRI researchers, characterization of materials using AMRI state-of-the-art instrumentation, the training of undergraduate and graduate students in nanomaterials research, and the development of State and Federal research proposals in basic and applied research. The proximity of TMTP Labs to AMRI researchers will serve as a model for the development of other small businesses based on existing AMRI technologies in nanomaterials.

This cooperative endeavor collaboration will:

1. Serve the public through the development of a small business in biotechnology – TMTP Labs will employ Louisiana workers including student and graduates from UNO;
2. Serve to elevate the research programs of UNO faculty through the development of new collaborative projects;
3. Will bring in additional State and Federal funding through applied research programs (ITRS, NSF, DOE, etc.) and small business development grants;
4. Will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and TMTP Labs.

This Cooperative Endeavor Agreement will begin on November 1, 2021 and terminate on October 31, 2022. The agreement may be extended for additional periods by mutual agreement of the parties.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request to enter into a Cooperative Endeavor Agreement with TMTP Labs, Inc. for the development of new nanomaterial composites.

BE IT FURTHER RESOLVED, that Dr. John W. Nicklow, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this Cooperative Endeavor Agreement.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.



THE UNIVERSITY of
NEW ORLEANS
OFFICE OF THE PRESIDENT

J.2.

October 5, 2021

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Cooperative Endeavor Agreement with TMTP Labs, Inc.

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting that the attached proposal to enter into a Cooperative Endeavor Agreement with TMTP Labs, Inc. be submitted to the University Of Louisiana System Board Of Supervisors for its consideration and approval.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John W. Nicklow'.

John W. Nicklow
President

UNIVERSITY OF NEW ORLEANS
COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this 1st day of November, 2021, by and between the University of New Orleans, a member of the University of Louisiana System, hereinafter referred to as “University,” and/or “UNO” and TMTP Labs, Inc. hereinafter referred to as “Contracting Party” and/or TMTP Labs.

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, the University desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.3 WHEREAS, the University has the authority to enter into this Agreement as evidenced by its governmental purpose to perform its public higher education mission of instruction, research and public service.

1.4 WHEREAS, the public purpose of the Project is described as: TMTP Labs is a Louisiana synthesis laboratory conducting research related to the development of methods for the bulk production of graphene carbon nanosheets and new materials based on graphene and related compounds and the University’s Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. TMTP Labs will provide support for AMRI researchers in the development of new nanomaterial composites including those based on graphene. Proposed projects for example include the investigation of nanosheets and the production of composites containing nanosheets. The immediate proximity of TMTP Labs to AMRI readily allows for the exchange of ideas, the development of new technologies involving TMTP Labs, characterization of these materials utilizing AMRI equipment, the training of undergraduate and graduate students in nanomaterials research, and the development of state and federal research grants in basic and applied research. Further, TMTP Labs will serve as a model for AMRI researchers in the development of other small businesses based on existing or new AMRI technologies. All of these aspects of this collaborative agreement will: 1) serve the public through the development of a small business – TMTP Labs will employ Louisiana workers including students and graduates from UNO; 2) serve to elevate the research programs of UNO faculty through the development of new collaborative projects; 3) will bring in additional state and federal funding through applied research programs (ITRS, NSF, DOE, etc.) and small business development grants; and 4) will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and TMTP Labs.

1.5 WHEREAS, the University has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.6 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall:

- a) Engage in collaborative research with AMRI researchers involving the production of nanomaterial composites and related structures.
- b) Work with AMRI researchers to support efforts to seek state and federal funding in applied research and in the development of small businesses based on AMRI technology.
- c) Provide internships for UNO undergraduates giving them training in nanomaterials.
- d) Provide training to graduate students that work for collaborating AMRI researchers.
- e) Give seminars at least 1-2 times a year, as part of the AMRI weekly program or annual review, on developments in the TMTP Labs technologies, nanomaterials, the preparation of bulk nanomaterials, and small business development. The latter will be especially important for those AMRI faculty that are working towards the establish of their own small businesses.

ARTICLE III

DELIVERABLES

3.1 Deliverables:

- a) Collaborative research with AMRI researchers will be established involving the preparation of nanomaterial composites.
- b) TMTP Labs will support AMRI researchers in their applications for state and federal grants to further UNO faculty research; these will include the Board of Regents Industrial ties program and NSF and/or DOE small business grants.

- c) TMTP Labs will host UNO undergraduates in internships on nanomaterials or other aspects of their companies development.
- d) TMTP Labs researchers will give seminars sharing their expertise in synthesis, nanomaterials, and the development of a small business.

ARTICLE IV **BENEFITS TO CONTRACTING PARTY**

4.1 In consideration of the services described above, the University hereby agrees to provide benefits to the Contracting Party. Benefits will be received/provided in the following manner:

The Contracting Party will receive a reduced rental rate for space in UNO's Science Building. The benefits received by the University are commensurate with the benefits provided to the Contracting Party because the benefits received by the University are more than worth the value of reduced rent. These benefits include: the advancement in AMRI programs in the science and engineering of materials, development and discovery of new materials and materials applications, training of undergraduates through internship opportunities, and seminars on the technology and small business aspects of TMTP Labs.

4.2 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the University unless agreed upon in writing by the parties.

ARTICLE V **TERMINATION FOR CAUSE**

5.1 See Article XLIV.

ARTICLE VI **NOT USED**

6.1 Not used.

ARTICLE VII **OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT**

7.1 It is understood that any intellectual property developed solely by Contracting Party will be owned by Contracting Party, including but not limited to, any intellectual property developed solely by Contracting Party while on the Leased Premises, using University/AMRI equipment, or utilizing University/AMRI administrative staff, lab technicians, students or others who provide technical/administrative or other support. Any intellectual property developed by University will be owned by University. Any intellectual property jointly developed will be jointly owned by respective party and such joint efforts or collaboration shall be clarified in advance of such development in good faith. Both parties will make good faith efforts to identify appropriate ownership regarding jointly developed intellectual property. The University and the Contracting Party will enter into a mutually agreeable collaboration/non-disclosure agreement.

ARTICLE VIII
ASSIGNMENT

8.1 Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the University, provided however, that claims for money due or to become due to Contracting Party from the University 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 University. Additionally, the Contracting Party shall not subcontract any work to any party without the prior written consent of the University.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE X
AUDIT CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

ARTICLE XII
FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

12.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the University as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

ARTICLE XIII
TERM OF AGREEMENT

13.1 The term of this Agreement shall commence on November 1, 2021 and shall continue in effect until October 31, 2022, unless sooner terminated as provided in Paragraph XLIV. This agreement may be extended for additional periods by mutual agreement of the parties.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, 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, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party 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, or disabilities. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XV
INDEMNIFICATION; INSURANCE

15.1 See Articles XXXVIII and XL.

ARTICLE XVI
PARTIAL INVALIDITY; SEVERABILITY

16.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVII
ENTIRE AGREEMENT; MODIFICATION

17.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were

made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XVIII **CONTROLLING LAW**

18.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XIX **LEGAL COMPLIANCE**

19.1 The University shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XX **RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS**

20.1 The Contracting Party is engaged by the University for the purposes set forth in this Agreement. The relationship between the Contracting Party and the University shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, the University.

ARTICLE XXI **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE**

21.1 The University and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the University shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XXII **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

22.1 The University and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the University under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only: A. The Contracting Party has been and will be free from any control or

direction by the University over the performance of the services covered by this Agreement; B. The services to be rendered by the Contracting Party are outside the normal course and scope of the University's usual business; and C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the University for the purpose of unemployment compensation coverage.

ARTICLE XXIII

FORCE MAJEURE

23.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXIV

EMPLOYMENT OF STATE PERSONNEL

24.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

ARTICLE XXV

COVENANT AGAINST CONTINGENT FEES

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the University shall have the right to annul this Agreement without liability or, in University's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXVI

REMEDIES FOR DEFAULT

26.1 See Article XLIV.

ARTICLE XXVII

NOTICES

27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

John Wiley, Ph.D.
President's Research Professor and Director of AMRI
University of New Orleans
Science Building Room 2064
New Orleans, Louisiana 70148

Tim Rustine
President, TMT Labs, Inc.
2000 Lakeshore Dr.
New Orleans, LA 70148

ARTICLE XXVIII

PREMISES

28.1 PREMISES. University owns a tract of property with improvements located at 2000 Lakeshore Drive, New Orleans, LA 70148, hereinafter referred to as "University's Tract", and Contracting Party wishes to lease a part thereof. University agrees to lease and does hereby lease to Contracting Party and Contracting Party does hereby agree to lease and does hereby lease from University, delivery of possession of which is hereby acknowledged, a portion of University's Tract, hereinafter referred to as the "Leased Premises". The Leased Premises shall consist of that portion of the University of New Orleans' Science Building ("Science Building"), an improvement located on University's Tract, totaling approximately 2383.5 square feet. This includes 1186.1 square feet of lab space in Science 2024, 2026, 2028, 2030, 2032, and C-22, and 1197.4 square feet of office space in Science 2001, 2039, 2066, 2096, and 2104. The use of the lab benches and sinks are included in this Agreement. Licensee may use other University equipment for an additional charge. The Contracting Party will have shared use of Common Areas as described herein.

ARTICLE XXIX

NOT USED

29.1 NOT USED

ARTICLE XXX

RENT

30.1 RENT. Rental rates have been calculated as follows: \$15.30 per square foot for 1186.1 square feet of laboratory space and \$12.60 per square foot for 1197.4 square feet of office space. This Agreement is made for an annual rent of \$33,234.57 which is an average price per square foot of \$13.94. Rent is payable in a monthly amount of TWO THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS AND 55/100 (\$2769.55) due on the first day of each month, in advance, to the University, at University's permanent mailing address as noted in section 27 of this agreement. Electrical, water, gas, taxes, property insurance, flood insurance, basic ongoing repairs, A/C & heating systems, lawn care, pest control (including termite), fire system maintenance, and waste management are the responsibility of the University. Telephone, internet, cable, janitorial and disposal of waste (other than common trash) are the responsibility of Contracting Party. Internet and phone service, if needed will be through Cox cable, which will be invoiced separately.

Parking will be available to Licensee's employees and guests according to UNO's Parking Policies <http://www.uno.edu/upd/docs/UNOParking2014.pdf>

ARTICLE XXXI

COMMON AREAS

31.1 COMMON AREAS. Contracting Party will have the non-exclusive right, along with the other tenants of the Science Building and their employees and invitees, to use the parking areas, landscaped areas, entrance ways, hallways, elevators, fire stairs, restrooms, loading dock and other areas designated from time to time by University for common tenant use (the "Common Areas"). In using the Common Areas, Contracting Party will not impede the use of the Common Areas by other tenants, and Contracting Party will use its best efforts to prevent its employees and invitees from loitering in the Common Areas or using the Common Areas for other than their intended purpose. University will have exclusive control and management over the Common Areas and will have the right, from time to time, to establish rules and regulations with respect to the use of the Common Areas, to restrict parking by employees of Contracting Party to designated parking areas, to close temporarily any portion of the Common Areas, and to increase, reduce, reconfigure, or change the Common Areas in any way University determines to be necessary or desirable. University will have no liability to Contracting Party by reason of any such closure, increase, reduction, reconfiguring, or other change in the Common Areas.

Contracting Party shall use its best efforts to cause its agents, employees, permittees and invitees to keep the Common Areas in good condition. Any dispute between Contracting Party and any other tenant on University's Tract regarding the repair, upkeep, maintenance, and appearance of the Common Areas or use of the Common Areas shall be resolved by a meeting with the parties and an agreement between the parties. University shall decide what, if any, repairs, upkeep, and maintenance shall be performed to the Common Areas and University shall select the contractor to perform any such repair, upkeep, and maintenance.

ARTICLE XXXII

USE OF PREMISES

32.1 USE OF PREMISES. Contracting Party may use the Leased Premises only as a clinical laboratory for testing samples from patients and companies via mass spectroscopy. Contracting Party shall not cause or permit any hazardous or toxic substances to be present on or about University's Tract. The Common Areas are for the use of Contracting Party and University and all of University's tenants on University's Tract. Contracting Party shall not make any use of Leased Premises and Common Areas in violation of any statutes, ordinances, or laws and shall not permit any contamination or pollution on or about the premises or increase the fire or insurance hazard by any use thereof.

ARTICLE XXXIII
REPAIRS, UPKEEP AND MAINTENANCE

33.1 REPAIRS, UPKEEP AND MAINTENANCE. Contracting Party shall keep the Common Areas and Leased Premises in as good condition as they were in when received, caring for them as a prudent administrator would care for his own property.

University shall be responsible for all ordinary upkeep, maintenance, and repairs to the Leased Premises arising from use of the premises except those repairs which are necessitated in whole or in part by the fault or neglect of Contracting Party. University shall select the contractor to perform any such upkeep, maintenance, and repairs. University shall be responsible for extraordinary repairs to the structure and roof of the building except those repairs which are necessitated in whole or in part by the fault or neglect of Contracting Party.

Contracting Party shall provide, install and pay all costs and expenses associated with equipment he may need to conduct his business and operations from the Leased Premises.

At the termination of this Agreement, by expiration of the term or otherwise, Contracting Party shall return Leased Premises in as good an order as they were when received, free from any contamination or pollution.

ARTICLE XXXIV
CONTAMINATION OR POLLUTION

34.1 CONTAMINATION OR POLLUTION. Contracting Party and their employees shall use their best efforts to keep University's Tract free from any and all contamination and pollution, whether resulting from any overflow, discharge, spill, or other release of toxic or hazardous substances or otherwise. Contracting Party agrees to notify University immediately of any and all contamination or pollution on or about University's Tract, including but not limited to, notice of any and all overfills, spills, discharges, or other releases of petroleum products on or about University's Tract irrespective of the cause of such.

Contracting Party and their employees shall conform to any and all federal, state, or local laws or ordinances concerning the storage, handling, transportation, sale, or distribution of all hazardous or toxic substances and shall use their best effort to cause their permittees and invitees to conform thereto, and Contracting Party will save and hold University harmless for any charge or liability resulting from same. Contracting Party shall promptly reimburse University for Contracting Party's pro rata share of any costs, charges or assessments related to any environmental monitoring by any governmental entity or regulatory authority that resulted from contaminants caused by Contracting Party, which shall be considered as additional rent. If contaminants were caused by University, University will pay all of the associated costs listed above.

ARTICLE XXXV
RENOVATIONS, ALTERATIONS AND IMPROVEMENTS

35.1 **RENOVATIONS, ALTERATIONS AND IMPROVEMENTS.** Contracting Party shall not construct any improvements on or make any renovations or alterations to the Common Areas or Leased Premises without first obtaining the written consent of University. All such renovations, alterations, and improvements constructed by Contracting Party shall become the property of University upon expiration or termination of this Agreement unless University requires removal of all or part of such improvements by Contracting Party, in which event such improvements as may be designated by University shall be removed by Contracting Party, at Contracting Party's expense, within thirty (30) days of the expiration or termination of this Agreement. Damages, if any, caused by such removal shall be repaired at Contracting Party's expense.

Any and all installations, improvements or other work performed by or for Contracting Party to the Leased Premises shall, upon termination of this Agreement, become property of the University.

Prior to the commencement of any of the renovations, alterations, or improvements described herein above, Contracting Party shall promptly notify University, in writing, of all construction work being undertaken or planned, the costs and expenses thereof, all purchase orders or agreements therefore, and the dates upon which Contracting Party shall pay such costs and expenses. Upon request by University, Contracting Party shall promptly furnish University with copies of all such documents. All renovations, alterations, or improvements shall be done in a thoroughly workmanlike manner and at the sole cost and expense of Contracting Party, all of which costs and expenses shall be promptly and timely paid by Contracting Party.

ARTICLE XXXVI
BONDING OUT LIENS

36.1 **BONDING OUT LIENS.** In the event Contracting Party makes any renovations, alterations, or improvements as provided herein, and a laborer's or material man's lien is filed against University's Tract or any part thereof as a result of said renovations, alterations or improvements, Contracting Party shall promptly deposit with the recorder of mortgages of Orleans Parish, Louisiana, a bond guaranteeing payment of said lien in accordance with Louisiana Revised Statute 9:4835, as amended.

ARTICLE XXXVII
ASSIGNMENT AND SUBLEASE

37.1 **ASSIGNMENT AND SUBLEASE.** Contracting Party shall not have the right to sublease and/or assign any portion of the Leased Premises.

ARTICLE XXXVIII

INSURANCE

38.1 INSURANCE. University shall obtain and maintain fire and extended coverage insurance on University's Tract and such insurance shall be for the sole benefit of University. All proceeds, payments, and rights to proceeds and payments made by an insurer pursuant to said policies are payable only to University and Contracting Party shall not be a beneficiary of said policies. Any insurance payments or proceeds shall be used to repair and restore, to the extent possible, the Common Areas and Leased Premises to their pre-damage condition; however, University shall not be obligated to make repairs to the extent that the cost of such repairs exceeds the amount of the insurance payments or proceeds actually received.

Contracting Party shall, at their own cost and expense, obtain and maintain such other insurance as it deems desirable on the property and improvements of Contracting Party located on or about the Leased Premises. Contracting Party shall, at all times during the term of this Agreement, at their own cost and expense, fully protect themselves and University against loss or liability by carrying Workers' Compensation and public liability insurance with responsible insurance companies authorized to do business in Louisiana, insuring against all hazards and risks to which they may be subjected in connection with their operations on the Leased Premises and Common Areas. University shall be named as an additional insured. Without limiting the generality of the foregoing:

- a) Contracting Party shall carry an Employer's Liability and Workers' Compensation Liability Insurance policy for full coverage and protection against liability to employees.
- b) Contracting Party shall secure and keep in force, during the performance of the operations on the Leased Premises and Common Areas, such public liability and property damage insurance as shall protect them and the University from any and all claims for personal injury, including death, as well as claims for property damage, which may arise from Contracting Party's operations on the Leased Premises or Common Areas. The amount of such public liability insurance shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries, including death, to any one person, and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) as the result of any one accident. General liability insurance for property damage shall be in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for any one accident.

Prior to or subsequent to the commencement of this Agreement, Contracting Party, upon demand by University, shall furnish certificates of all insurance policies required in connection with this agreement as aforesaid, which policies shall be issued to Contracting Party and/or University, as their interests may appear, together with certificates certifying to University that all said insurance is in force and that said insurance will not be canceled or otherwise changed or modified during the term of this agreement without notifying University in writing at least thirty (30) days in advance of such cancellation.

Should Contracting Party's insurance be cancelled for any reason, University has the non-exclusive option, but not the obligation, of obtaining insurance coverage for the benefit of Contracting Party, the cost of which Contracting Party must pay and reimburse University promptly upon demand as additional rent.

ARTICLE XXXIX **DESTRUCTION OF PREMISES**

39.1 DESTRUCTION OF PREMISES. If the Leased Premises shall be destroyed or damaged by fire or otherwise during the term of this Agreement, the University shall restore the Leased Premises to substantially its former condition as promptly as is reasonably possible, the cost of which is limited to insurance payments or proceeds actually received as provided above. During any period in which Contracting Party is unable to occupy the premises on account of such damage, the rent due under this Agreement for said period shall be abated. In case the damage by fire or otherwise substantially reduces the use of the Leased Premises by the Contracting Party, but does not wholly prevent the reasonable use thereof, then, in such case, the rents due under this Agreement shall be abated in proportion to the diminished utility of the Leased Premises.

ARTICLE XL **INDEMNITY**

40.1 INDEMNITY. Contracting Party's assuming possession of the Leased Premises and Common Areas constitutes an admission that Contracting Party has examined them and found them in good and safe condition at that moment. Contracting Party agrees to hold University harmless from any and all responsibility whatsoever for any and all liability for loss, injuries, or damages caused by Contracting Party or others by any vice or defect of the Leased Premises and/or Common Areas caused in whole or in part by any act or omission by Contracting Party. Contracting Party expressly assumes all such liability, and Contracting Party agrees to indemnify and to hold University harmless from any loss, injury, or damage (including costs and reasonable attorney's fees) to any person or persons whomsoever, other than employees or invitees of University caused by Contracting Party, or to the property of any persons whomsoever arising out of the occupancy or use of the Leased Premises or Contracting Party's use of the Common Areas. Likewise, University agrees to indemnify and hold Contracting Party harmless for any loss, injuries, or damages caused by any latent defect in the property that could not be reasonably be detected by Contracting Party

ARTICLE XLI **AMUSEMENT DEVICES AND VENDING MACHINES**

41.1 AMUSEMENT DEVICES AND VENDING MACHINES. Contracting Party shall not maintain or otherwise allow any currency, coin or token operated amusement devices or video games on or about the Leased Premises or Common Areas. Contracting Party shall not maintain or otherwise allow any type of vending machine on or about the Leased Premises or Common Areas without University's prior consent.

ARTICLE XLII
IMAGE REQUIREMENT

42.1 **IMAGE REQUIREMENT.** Contracting Party shall keep the Leased Premises and Common Areas in a clean and orderly condition to the satisfaction of University. Contracting Party shall not make use of outdoor advertising materials without University's prior consent. Contracting Party shall keep the Leased Premises in accordance with the image standards required by University.

ARTICLE XLIII
INSPECTION OF LEASED PREMISES AND OTHER

43.1 **INSPECTION OF LEASED PREMISES AND OTHER.** The University and his agents shall have the right, but not the obligation, to enter upon and inspect all parts of the Leased Premises at any reasonable time for any lawful purpose; provided, however, that the foregoing shall be done with reasonable notice and without substantial interruption to or interference with the business being transacted therein. University may place any signs or markings on or about the Leased Premises and/or Common Areas relating to the leasing, sale or other disposition of the Leased Premises, University's Tract, or any part thereof. University shall also be entitled to allow others to inspect the Leased Premises in the event of any prospective lease, sale or other disposition of the Leased Premises, University's Tract or any part thereof.

ARTICLE XLIV
DEFAULT

44.1 **DEFAULT.** At the option of University, the rent for the unexpired term of this Agreement shall become due if any of the following listed events occur and Contracting Party fails to remedy same after having been given thirty (30) days prior written notice at the addresses herein designated:

- (a) If Contracting Party fails to pay any installment of rent, additional rent or expenses assumed by Contracting Party in this Agreement promptly, as stipulated.
- (b) If Contracting Party fails to comply with any of the provisions and/or conditions contained herein.
- (c) If the Leased Premises or Common Areas are abandoned or cease to be actively occupied and used for business purposes for a period in excess of thirty (30) days.
- (d) If any lien, privilege or other encumbrance is imposed or is filed against University's Tract or any portion thereof as a result of any act or omission by Contracting Party.

If any event listed above occurs, University shall have the further options to cancel this Agreement immediately, or proceed for past due installments of rent only, reserving the right to proceed for remaining installments later.

If Contracting Party fails or refuses to permit University to reenter the premises, University shall have the right to evict Contracting Party in accordance with the provisions of Louisiana

law, without forfeiting any of University's rights under this Agreement. Failure to strictly and promptly enforce any of the conditions of this Agreement shall not operate as a waiver of University's rights hereunder.

ARTICLE XLV **ATTORNEY'S FEES**

45.1 ATTORNEY'S FEES. On claims by University to collect fees owed by Contracting Party, Contracting Party shall pay University's costs and attorney's fees if University prevails as to any portion of such a claim. If Contracting Party prevails University will pay Consulting Party's costs and attorney's fees. Should either party fail to pay any sums due to other party under this Agreement, such sums shall bear interest at the rate of twelve percent (12%) per annum or the maximum amount allowed by Louisiana law from date due until paid.

ARTICLE XLVI **WAIVER**

46.1 WAIVER. The waiver by University of any breach of any term, covenant, condition or provision herein contained shall not be deemed to be a waiver of such term, covenant, condition or provision with respect to any preceding or subsequent breach of the same or any other term, covenant, condition or provision hereunder.

No term, covenant, condition or provision of this Agreement shall be deemed to have been waived by University, unless such waiver is in writing by University.

ARTICLE XLVII **HOLDOVER BY CONTRACTING PARTY**

47.1 HOLDOVER BY CONTRACTING PARTY. If Contracting Party shall not immediately surrender possession of the Leased Premises or Common Areas upon the expiration of this Agreement, Contracting Party, at the option of University, shall thereafter become a Contracting Party from month-to-month at a monthly rental equal to one and one-tenth times the previous month's rent installment, subject to all other conditions, provisions, and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy, and Contracting Party shall indemnify University against loss or liability resulting from Contracting Party's delay in so surrendering the Leased Premises or Common Areas including, but not limited to, reasonable attorney's fees and any claim made by a succeeding Contracting Party founded on such delay.

ARTICLE XLVIII **UNIVERSITY'S RIGHT TO CURE DEFAULTS**

48.1 UNIVERSITY'S RIGHT TO CURE DEFAULTS. University, at any time and without notice, may, but shall not be obligated to, cure any default by Contracting Party of any of Contracting Party's obligations under this Agreement; and whenever University so elects, all costs and expenses incurred by University in curing any default, including, but not limited to,

reasonable attorney's fees, together with interest on the amount of costs and expenses so incurred at the legal rate, shall be paid by Contracting Party to University on demand, and shall be recoverable as additional rent.

ARTICLE XLIX
SUBSTITUTION OF PREMISES

49.1 SUBSTITUTION OF PREMISES. University reserves the right to substitute for the Leased Premises comparable premises within the UNO campus (University's Tract) upon sixty (60) days prior written notice to Contracting Party. If University elects to make this substitution, the substitute premises will be leased to Contracting Party at the same Rent that Contracting Party is required to pay under this Agreement, and on the other terms of this Agreement, and University will pay all of Contracting Party's reasonable relocation costs, including, but not limited to, moving and telecommunications (including internet services).

ARTICLE L
COMPLIANCE WITH RULES AND REGULATIONS

50.1 COMPLIANCE WITH RULES AND REGULATIONS. Contracting Party and Contracting Party's employees, agents, and visitors shall observe and comply with the Rules and Regulations that are annexed hereto and made a part hereof as Exhibit "A" and all other reasonable rules and regulations that University may from time to time adopt. Additional rules and regulations will not be binding on Contracting Party until University has given Contracting Party notice of said rules and regulations. THUS DONE AND SIGNED AT New Orleans, Louisiana, on the 1st day of November, 2021.

WITNESSES:



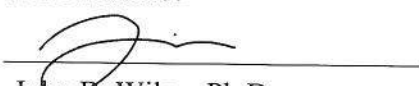
University of New Orleans



Gloria J. Walker, Ed.D., MBA, CPA
Vice President of Business Affairs and CFO

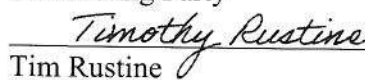
THUS DONE AND SIGNED AT New Orleans, Louisiana, on the 1st day of November, 2021.

WITNESSES:



John B. Wiley, Ph.D.
Director of AMRI and Professor
of Chemistry

Contracting Party



Tim Rustine
President, TMTP Labs

EXHIBIT A

Firearm-free Zone <http://www.uno.edu/upd/weapons.aspx>

Tobacco Free Campus Policy <http://www.uno.edu/president/administrative-policies/documents/AP-OP-04.3-Tobacco-Use-Free-Campus.pdf>

Alcohol and Drugs <http://www.uno.edu/president/administrative-policies/documents/AP-SA-02.2-Alcohol-and-Drugs-4-30-14.pdf>

Accident Reports Involving Non-Employees <http://www.uno.edu/president/administrative-policies/documents/AP-OP-12.2-Accident-Reports-Involving-Non-Employees.pdf>

UNO Disaster/Emergency Plans http://www.uno.edu/president/administrative-policies/documents/AP-OP-09.2_UNO_Disaster_Emergency_Plans.pdf

Parking and Traffic Regulations <http://www.uno.edu/upd/docs/UNOParking2014.pdf>

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FINANCE COMMITTEE

October 28, 2021

Item J.3. **University of New Orleans'** request for approval of a revised Internal Audit Charter.

EXECUTIVE SUMMARY

The Internal Audit Charter sets forth the purpose, authority, and responsibility of the internal audit activity for the University of New Orleans. The Charter, which was last revised October 2020, has now been modified to expand details specific to International Professional Practices Framework (IPPF) Standard 1111 – Direct Interaction with the Board. The Chief Audit Executive (CAE) will have unrestricted access to communicate and interact directly with the System Director of Internal & External Audit, the Finance Committee of the Board of Supervisors and the Board of Supervisors. Private meetings without senior management present may also be called by the CAE, the System Director of Internal & External Audit or any member of the Finance Committee or Board of Supervisors.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval of a revised Internal Audit Charter.*



THE UNIVERSITY *of*
NEW ORLEANS
OFFICE OF THE PRESIDENT

J.3.

October 4, 2021

Dr. James B. Henderson
President
The University of Louisiana System
1201 North Third Street
Baton Rouge, LA 70802

Re: Internal Audit Activity Charter

Dear Dr. Henderson,

On behalf of the University of New Orleans, I am requesting that the attached proposal of our Internal Audit Activity Charter to be submitted to the University Of Louisiana System Board Of Supervisors for its consideration and approval.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President



INTERNAL AUDIT ACTIVITY CHARTER

This charter sets forth the purpose, mission, objectives, authority, and responsibility of the internal audit activity at the University of New Orleans. The charter establishes the internal audit activity's position within the University; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities.

Purpose and Mission

The purpose of the University's internal audit activity is to provide independent, objective assurance and consulting services designed to add value and improve the University's operations. The mission of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The internal audit activity helps the University in accomplishing its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of the University's governance, risk management and control processes. The internal audit activity is guided by a value-driven philosophy of partnering with other departmental units to continuously improve the operations of the University.

Standards for the Professional Practice of Internal Auditing

The internal audit activity will govern itself by adherence to the *Mandatory Guidance* of The Institute of Internal Auditors' International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the International Standards for the Professional Practice of Internal Auditing, and the Definition of Internal Auditing using such audit programs, techniques, and procedures as are considered applicable and necessary to guide operations. The Chief Audit Executive (CAE) will report periodically to the University President and, through the System Director of Internal & External Audit, to the Board of Supervisors of the University of Louisiana System (Board) regarding the internal audit activity's conformance to the Code of Ethics and the Standards.

Authority

The University's internal audit activity is established by the Board. The internal audit activity's responsibilities are defined by the Board as part of their oversight role. The CAE will report administratively (i.e., day-to-day operations) to the President of the University and functionally to the Board, through the System Director of Internal & External Audit and the Finance Committee. To establish, maintain, and assure that University's internal audit activity has sufficient authority to fulfill its duties, the Board of Supervisors will:

- Approve the internal audit activity's charter.
- Approve the risk based internal audit plan.
- Approve the internal audit activity's budget and resource plan.
- Receive communications from the CAE on the internal audit activity's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the CAE.

- Approve the remuneration of the CAE.
- Make appropriate inquiries of management and the CAE to determine whether there is inappropriate scope or resource limitations.

The CAE will have unrestricted access to communicate and interact directly with the System Director of Internal & External Audit, the Finance Committee of the Board of Supervisors and the Board of Supervisors. Further, the CAE will have the ability to contact the Chair or any member of the Board to communicate sensitive matters or issues facing Internal Audit or the University. Various communication mediums including email, telephone and meetings are available to the CAE for unrestricted access and direct communication with the System Director of Internal & External Audit, the Finance Committee of the Board of Supervisors and the Board of Supervisors. Private meetings without senior management present may also be called by the CAE, the System Director of Internal & External Audit or any member of the Finance Committee or Board of Supervisors.

The Board of Supervisors authorizes the internal audit activity to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Audit or review any function, activity, or unit of the University and the accounts of all organizations required to submit financial statements to the University.
- Have direct and unrestricted access and present to the President of the University any matter considered to be of sufficient importance to warrant attention or that has been brought to the internal audit activity for review.
- Allocate resources, set frequencies, select subjects, determine scopes of work, and apply the techniques required to accomplish audit objectives.
- Obtain the necessary assistance of personnel of the University where they perform audits, as well as other specialized services from within or outside the University, in order to complete the engagement.

Independence and Objectivity

The CAE will ensure that the internal audit activity remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the CAE determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

In performing their work, the CAE and other internal audit staff members will have no direct operational responsibility or authority over any of the activities audited. Accordingly, Internal auditors will not implement internal controls, develop procedures, install systems, prepare or approve records, make management decisions, or engage in any other activity, which could be construed to compromise their independence and/or objectivity, including:

- Performing any operational duties for the University or its affiliates.

- Assessing any specific operations which they had responsibility for within the previous year.
- Initiating or approve transactions external to the internal audit activity.
- Directing the activities of any University employee not employed by the internal audit activity, except to the extent such employees have been appropriately assigned to auditing teams or to otherwise assist the internal auditors.

To provide for the independence of the internal audit activity, its personnel will report to the University's CAE, who reports functionally to the Board of Supervisors through the System Director of Internal & External Audit and administratively to the President of the University. Therefore, internal audits and appraisals do not in any way substitute for nor relieve other persons in the University of the responsibilities assigned to them.

Where the CAE has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

At least annually, the CAE will confirm to the University President and, through the System Director of Internal & External Audit, the Board of Supervisors of the University of Louisiana System the organizational independence of the internal audit activity. The CAE will also disclose to those parties any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

Scope of Internal Audit Activities

The scope of internal audit activities encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the University. Internal Audit engagements include, but are not limited to, evaluating whether:

- Risks relating to the achievement of the University's strategic objectives are appropriately identified and managed.
- University directors, officers, employees and contractor's actions are in compliance with the University's policies, procedures, and applicable laws, regulations, codes and governance standards.
- The results of operations or programs are consistent with established goals and objectives.
- Operations or programs are being carried out effectively and efficiently.
- Established systems and processes enable compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the University.

- Information and the means used to identify, measure, analyze, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and adequately protected.
- Quality and continuous improvement are fostered in the University's control process.
- Significant trends and legislative or regulatory issues that could impact the University are recognized and communicated properly.

The CAE will report periodically to senior management and the Board regarding:

- The internal audit activity's purpose, authority, and responsibility.
- The internal audit activity's plan and performance relative to its plan.
- The internal audit activity's conformance with The IIA's Code of Ethics and Standards, and action plans to address any significant conformance issues.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the Board.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the University.

The CAE also coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The internal audit activity may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the internal audit activity does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

Responsibility

The University's CAE has the responsibility to:

- Annually develop and submit to senior management and the University of Louisiana System Board of Supervisors a risk-based internal audit plan for review and approval. The flexible annual audit plan (summary of the audit work schedule, staffing plan, and time budget) will be developed based on the internal audit activity's assessment of risk and a prioritization of the audit universe, including input of senior management and the Board regarding areas of concern and areas of increased risk.
- Communicate to senior management and the Board the impact of resource limitations and significant interim changes on the internal audit plan.
- Implement the annual audit plan, as approved, including, as appropriate, any special tasks or projects requested by management and the Audit Committee.
- Review and adjust the annual internal audit plan, as necessary, in response to changes in the University's business, risks, operations, programs, systems, and controls.
- Communicate to senior management and the Board any significant deviation from the approved internal audit plan.
- Ensure each engagement of the internal audit plan executed includes the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work papers and testing results, and the

communication of engagement results with applicable conclusions and recommendations to appropriate parties.

- Follow-up on engagement findings and corrective actions, and report periodically to senior management and the Board any corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the internal audit activity collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensure trends and emerging issues that could impact the University are considered and communicated to senior management and the Board as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.
- Establish and ensure adherence to policies and procedures designed to guide the internal audit activity.
- Ensure adherence to the University's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Establish a quality assurance program by which the CAE assures the operations of internal auditing activities.
- Perform consulting services, beyond internal auditing's assurance services, to assist management in meeting its objectives. Examples may include facilitation, process design, training, and advisory services.
- Assist in the investigation of significant suspected fraudulent activities within the University and notify management and the audit committee of the results.
- Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage.
- Evaluate specific operations at the request of the Board or management, as appropriate.
- Submit written and timely reports to the President of the University and appropriate members of management at the conclusion of each engagement to acknowledge satisfactory performance or to set forth observations and/or recommendations for correction or improvement.
- Forward a copy of each internal audit report and a summary to the System's Director of Internal & External Audit.
- Ensure conformance of the internal audit activity with the Standards, with the following qualifications:
 - If the internal audit activity is prohibited by law or regulation from conformance with certain parts of the Standards, the CAE will ensure appropriate disclosures and will ensure conformance with all other parts of the Standards.
 - If the Standards are used in conjunction with requirements issued by other authoritative bodies (e.g., AICPA, GAO, etc.) the CAE will ensure that the internal audit activity conforms with the Standards, even if the internal audit activity also conforms with the more restrictive requirements of other authoritative bodies.

Audit Committee for the Board of Supervisors

To maintain oversight of the auditing function, both internal and external, the Audit Committee will review the previous year's System-wide internal audit program and the direction of the System-wide audit program to be followed in the year ahead, and review the annual financial

and compliance audits, including any specific issues of concern. As appropriate, any background documents related to specific audit issues will be sent to the Committee during the course of each year.

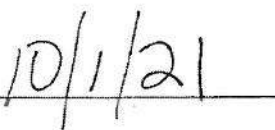
Quality Assurance and Improvement Program

The internal audit activity will maintain a Quality Assurance and Improvement Program (program) that covers all aspects of the internal audit activity. The program will include an evaluation of the internal audit activity's conformance with the Standards and an evaluation of whether internal auditors apply the IIA's Code of Ethics. The program will also assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement. The program will include both internal and external assessments. The internal assessments will include ongoing monitoring of the performance of the internal audit activity and periodic self-assessments. The IIA Standards and Act 314 of the 2015 Regular Legislative Session (L.R.S. 17:3351) provide that external assessments are required to be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization. The CAE will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of internal assessments (ongoing monitoring and periodic internal assessments) and external assessments.


Approved: _____


University of New Orleans Internal Audit Director

Date: _____



Approved: _____


University of New Orleans President

Date: _____

October 1, 2021

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FINANCE COMMITTEE

October 28, 2021

Item J.4. **University of Louisiana System's** report on internal and external audit activity for the period of August 23 to October 24, 2021.

EXECUTIVE SUMMARY

Attached is a list of internal and external reports completed by various auditors since the last Board meeting. The internal audit reports are prepared based upon independent review of university departments and functions. The internal audits are designed to ascertain compliance with established policies and procedures, to evaluate operational efficiencies of business and management practices, and to determine adequacy of internal controls. The internal audits are conducted to provide management with recommendations and comments designed to improve the operations of university departments and functions. External audits are generally conducted in accordance with laws, regulations, or contracts. Also included are internal audits that are currently in progress.

This is a report only and no action by the Board is necessary.

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FINANCE COMMITTEE

October 28, 2021

Item J.5. **University of Louisiana System's** discussion of Fiscal Year 2020-21 fourth quarter financial reports and ongoing assurances.

EXECUTIVE SUMMARY

Presented is a summary of the financial activities for the quarter ended June 30, 2021. This information was obtained from fourth quarter financial reports submitted to the System by each university.

This is a report only and no action by the Board is necessary.