

INTERAGENCY AGREEMENT

Nicholls State University/Fletcher Technical Community College

This Interagency Agreement, made and entered into the 21st day of April, 2010 by and between Nicholls State University, a public university in the State of Louisiana and member of the University of Louisiana System, domiciled in Thibodaux, Louisiana, hereinafter referred to as "Nicholls" and Fletcher Technical Community College, a public postsecondary institution and member of the Louisiana Community and Technical College System, domiciled in Houma, Louisiana, hereinafter referred to as "Fletcher."

WHEREAS, Nicholls is eliminating Associate degree programs that do not have a corresponding Bachelor degree (2+2) to meet the mission of a 4-Year university; and

WHEREAS, Fletcher is a public postsecondary institution that is qualified to offer this level of degree; and

WHEREAS, the transfer of such programs by Nicholls to Fletcher will be beneficial to both agencies, the workforce of the region, and to students who desire to enroll in these programs.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual benefits herein described, the parties hereto agree to an arrangement as indicated below.

Scope of Services

Fletcher agrees to assume the Cardiopulmonary Care Science Program and make it part of Fletcher's program offerings. Fletcher will assume all costs associated with the program and employ the current Nicholls faculty as instructors for the program. Fletcher's will incur the program's current expense to Nicholls that is estimated at \$300,000, and any additional cost that may arise should Fletcher expand this program in the future.

Consideration

As part of this agreement, Nicholls agrees to the following:

1. Nicholls agrees to provide all available classroom and office space to Fletcher at the Duhe' Building located on 135 Civic Center Blvd., Houma, Louisiana at no charge.
2. Nicholls will assist with the transfer of existing faculty, course content, and other documentation as required.
3. Nicholls will transfer all of the existing equipment used under this program to Fletcher.

Fletcher agrees to the following:

1. Fletcher shall reimburse the University for any long distance phone calls made using the existing Duhe' Building telephone Equipment.

Termination Clause

Nicholls may terminate this agreement for cause based upon the failure of Fletcher to comply with the terms and/or conditions of the agreement; provided that Nicholls shall give Fletcher written notice specifying Fletcher's failure. If within thirty (30) days after receipt of such notice, Fletcher shall not have either corrected such failure or, in the case of failure 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 Nicholls may, at its option, place Fletcher in default and the Agreement shall terminate on the date specified in such notice. Fletcher may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Nicholls to comply with the terms and conditions of this agreement; provided that Fletcher shall give the Nicholls written notice specifying Nicholls' failure and a reasonable opportunity for Nicholls to cure the defect.

Termination for Convenience

Either party may terminate the agreement at any time by giving thirty (30) days written notice to Fletcher. Fletcher shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

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

Nonassignability

No party shall assign any interest in this agreement by assignment, transfer or novation, without prior written consent of either party. This provision shall not be construed to prohibit either party from assigning his bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to each party and the Office of Contractual Review.

Fiscal Funding

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

Fletcher agrees to abide by the requirements of the following as applicable: Title VI

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

Auditors Clause

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 auditing all accounts, which relate to this contract.

THUS DONE AND SIGNED AT Thibodaux, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 21st day of April, 2010.

Witnesses Signatures:

Andrew D. D'Ar
Phyllis D. D'Ar

Nicholls State University Signatures:

By: Stephen T. Hulbert

Title: President

Witnesses Signatures:

Paul W. Howell
Phyllis D. D'Ar

Fletcher Technical Community
College Signatures:

By: W. Travis Lavigne, Jr.

Title: Chancellor

APPROVED
Office of the Governor
Office of Contractual Review

JUN 16 2010

Sandra S. Giller
DIRECTOR

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

June 16, 2010

Mr. Terry Dupre
Assistant Director of Purchasing
Nicholls State University
Box 2052
University Station
Thibodaux, LA 70310

Dear Mr. Dupre:

Enclosed are approved copies of the following contract submitted to us and received in our office on May 25, 2010.

Nicholls State University

OCR# 621-100127 CFMS# 692263 Fletcher Technical Community College

The OCR and CFMS numbers preceding the contract name have been assigned by this office and are used as identification for the approved contract. Please use these numbers when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

We appreciate your continued cooperation.

Sincerely,

Angela Davis