

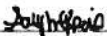
**AMENDMENT NO. 1 TO AGREEMENT BETWEEN BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL  
COLLEGE  
AND  
MARUCCI SPORTS, LLC**

This Amendment to the Agreement (herein "Amendment") is made and entered into this 15<sup>th</sup> day of July 2021 ("Effective Date"), by and between the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** (herein "LSU") and **Marucci Sports, LLC** ("Marucci").

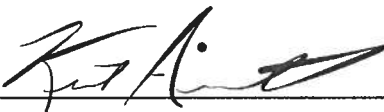
**NOW THEREFORE**, the parties agree that as of the Effective Date the Agreement shall be amended as follows:

1. By mutual consent of both Parties to this Agreement, Article I Term is amended to extend the Agreement through **July 31, 2023**.
2. Except as expressly modified above, all other terms and conditions of the Agreement shall remain the same.
3. This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.

**Board of Supervisors of Louisiana State University  
And Agricultural & Mechanical College**

  
Sally McKechnie (Jul 16, 2021 11:22 CDT)  
\_\_\_\_\_  
**Name:** Sally McKechnie  
**Title:** Assistant Vice President for Procurement  
and Property Management  
**Date:** 7/16/2021

**Marucci Sports, LLC**

  
\_\_\_\_\_  
**Name:** Kurt Ainsworth  
**Title:** CEO  
**Date:** July 16, 2021



**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF EAST BATON ROUGE**

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, and **MARUCCI SPORTS, LLC 5818 McCANN DRIVE, BATON ROUGE, LA 70809** (hereinafter referred to as "Marucci").

**ARTICLE I  
TERM**

1.0 The initial term of this Agreement shall be for three (3) years, commencing on August 1, 2018 ("Begin Date") and ending on the day immediately preceding the third (3<sup>rd</sup>) anniversary of the Begin Date ("End Date"). This Agreement may be extended for two (2) additional twelve (12) month periods after the End Date, subject to the mutual agreement of LSU and Marucci.

**ARTICLE II  
SCOPE OF SERVICES**

2.0 Marucci is to provide baseball equipment that will be used primarily for outfitting the LSU varsity baseball team, in accordance with the specifications outlined in the Invitation to Negotiate document dated May 28, 2018 and attached hereto ("ITN"). LSU agrees that during the term of this Agreement, LSU shall cause the head coach of LSU's varsity baseball team ("Coach") to use exclusively and LSU shall require coaching staff and members of the varsity baseball team to use exclusively Marucci's products whenever the team competes, plays, practices, or participates in connection with, as part of, or in preparation for any event, game, or public appearance to the extent permitted by the Southeastern Conference and the NCAA.

**ARTICLE III  
MERCHANDISE**

3.0 For the right and benefits granted to Marucci Sports pursuant to this Agreement, Marucci shall pay such amounts and shall provide to LSU the following products under the terms and conditions as outlined below:

3.1 **Guaranteed Minimum Compensation**

3.1.1 Marucci agrees to provide \$1,000,000.00 to LSU's athletic foundation, payable in equal increments over a five-year term at the following payment schedule, provided that if this Agreement is terminated for any reason, or if the parties do not extend the Agreement past the End Date, Marucci's obligations to make such payments shall immediately cease, and Marucci shall have no further obligations with respect to this Section 3.1:

- 3.1.1.1 August 1, 2018 - \$200,000.00
- 3.1.1.2 August 1, 2019 - \$200,000.00
- 3.1.1.3 August 1, 2020 - \$200,000.00
- 3.1.1.4 August 1, 2021 - \$200,000.00
- 3.1.1.5 August 1, 2022 - \$200,000.00

3.2 **Marucci Product Commitment**

- 3.2.1 During each year this Agreement is in effect (each, a "Contract Year") (~~2018~~ through ~~2022~~), Marucci shall provide the products listed in Attachment II, Marucci's Proposal.
- 3.3 Other Supplemental Provisions to the Agreement
- 3.3.1 LSU shall grant Marucci the title sponsor of one (1) event held by LSU and mutually agreed upon by the parties per Contract Year. Such events include, but are not limited to clinics, non-LSU tournaments, camps or other mutually agreed upon events.
- 3.3.2 LSU agrees to arrange a mutually acceptable time for a Marucci sales representative to conduct a "Glove Day" or similar event.
- 3.3.3 LSU grants Marucci the right to use LSU's official game baseball field at least once per Contract Year for mutually agreeable uses, including, but not limited to photo shoots, baseball-related product tests, or sales presentations. Use of LSU's field by Marucci will be for mutually agreeable length of time, but not less than four (4) hours, on a mutually agreeable date.
- 3.3.4 Marucci will be allowed access to LSU coaches when possible to work together on product research and development in accordance with conference rules and regulations.
- 3.3.5 Subject to applicable LSU policy and travel procedures, LSU shall insure that Coach becomes a Marucci Advisory Staff member and that Coach assists Marucci in product development during each Contract Year.
- 3.4 Additional Purchased Product
- 3.4.1 LSU and Marucci agree that the products provided to LSU pursuant to subparagraph 3.2.1 above shall be at no cost to LSU. Any products ordered during any Contract Year in excess the amounts stated shall be sold to LSU at Marucci's wholesale prices and all such purchases shall be in accordance with LSU's procurement policies and procedures and all applicable State of Louisiana policies and procedures.
- 3.5 Product Delivery Address
- 3.5.1 Products will be shipped to the following address: LSU Baseball, 1 North Stadium Drive, Baton Rouge, LA 70803.

#### **ARTICLE IV**

#### **PROMOTIONAL ACTIVITIES**

#### **4.0 Promotional Activities**

- 4.1 During each Contract Year, LSU shall insure that Coach shall make a minimum of one (1) promotional appearance on behalf of Marucci. Consistent with his baseball coaching schedule, LSU shall insure that Coach shall use best efforts to make such promotional appearance before such an audience on such date and in such location in accordance with the appearance schedule requested by Marucci; provided, however, that Marucci agrees to reimburse LSU for all necessary and reasonable expenses incurred by LSU on behalf of the Coach, in connection with such promotional appearances.
- 4.2 Consistent with the demands of his baseball coaching schedule, LSU shall cause Coach during the term of this Agreement to assist Marucci with product development and consultation with respect to the construction, design, playing features, and other characteristics of Marucci's baseball equipment as may now or in the future be developed by Marucci in accordance with conference and NCAA rules and regulations.

**ARTICLE V**  
**AGREEMENT MODIFICATIONS**

**5.0** Agreement Modifications

- 5.1 No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 5.2 Changes to the Agreement include any change in a) compensation; b) beginning/ending date of the Agreement; c) scope of work; and/or d) Marucci change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the Agreement.

**ARTICLE VI**  
**FUND USE**

- 6.0** Marucci agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**ARTICLE VII**  
**HEADINGS**

- 7.0** Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement or meaning of contractual language.

**ARTICLE VIII**  
**DIVERSITY**

**8.0** Diverse Suppliers

- 8.1 Marucci understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. Marucci, therefore, agrees to use good faith and best efforts to provide opportunities for participation for diversity-owned businesses that are certified by the state or another certifying agency, as subcontractors or suppliers under this Agreement.
- 8.2 Marucci agrees and will comply with LSU's Supplier Diversity requirement and Marucci will promote the establishment and growth of diverse suppliers through technical assistance and placement of business where appropriate, with a focus on building long-lasting business relationships.
- 8.3 LSU is dedicated to promoting the growth and development of minority women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in LSU contracts. In support of this commitment, Marucci will use good faith and best efforts to award subcontracts to Diverse Businesses that are either certified by the state or another certifying agency in a diverse category.

**ARTICLE IX**  
**TERMINATION**

**9.0** Termination

9.1 Termination for Cause: LSU may terminate this Agreement for cause based upon the failure of Marucci to comply with the terms and/or conditions of the Agreement, provided that LSU shall give Marucci written notice specifying Marucci's failure. If within thirty (30) days after receipt of such notice, Marucci shall not have either corrected such failure or, in the 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 LSU may, at its option, place Marucci in default and the Agreement shall terminate on the date specified in such notice.

Marucci may terminate this Agreement for cause based upon the failure of LSU to comply with the terms and/or conditions of this Agreement, provided that Marucci shall give LSU written notice specifying LSU's failure. If within thirty (30) days after receipt of such notice, LSU shall not have either corrected such failure or, in the 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 Marucci may, at its option, place LSU in default and the Agreement shall terminate on the date specified in such notice.

9.2 Termination for Convenience: LSU may terminate this Agreement at any time by giving thirty (30) days written notice to Marucci of such termination or negotiating with Marucci an effective date. Marucci shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

9.3 Termination for Non-Appropriation of Funds: 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 or Title 39 of the Louisiana Revised Statutes of 1950 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.

**ARTICLE X**  
**OWNERSHIP**

**10.0** Ownership

10.1 All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Marucci in connection with the performance of the services contracted for herein shall become the property of LSU, and shall, upon request, be returned by Marucci to LSU, at Marucci's expense, at termination or expiration of this Agreement.

**ARTICLE XI**  
**INDEMNIFICATION**

**11.0** Indemnification

- 11.1 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
- 11.2 Marucci shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless LSU from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Marucci, its agents, employees, partners or subcontractors in the performance of this Agreement, without limitation; provided, however, that Marucci shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of LSU.
- 11.3 Marucci will indemnify, defend and hold LSU harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against LSU in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or intellectual property right, in each case with respect to the products, materials, or services furnished by Marucci under this Agreement, , provided that LSU shall give Marucci: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Marucci's sole expense, and (iii) assistance in the defense of any such action at the expense of Marucci. Where a dispute or claim arises relative to a real or anticipated infringement, LSU may require Marucci, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- 11.4 Marucci shall not be obligated to indemnify that portion of a claim or dispute based upon: i) LSU's unauthorized modification or alteration of a product, material, or service furnished by Marucci under this Agreement; ii) LSU's use of the product, material, or service in combination with other products, materials, or services not furnished by Marucci; iii) LSU's use of a product, material, or service furnished by Marucci under this Agreement in other than the operating conditions and environment of their intended use.
- 11.5 LSU shall be fully liable for the actions of its agents, employees, students, and partners and shall fully indemnify and hold harmless Marucci from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by LSU, its agents, employees, students, or partners in the performance of this Agreement or the use of a product, material, or service furnished by Marucci under this Agreement, without limitation; provided, however, that LSU shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of Marucci.
- 11.6 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Marucci believes that it may be enjoined, Marucci shall have the right, at its own expense and sole discretion as LSU's exclusive remedy to take action in the following order of precedence: (i) to procure for LSU the right to continue using such item(s) or part (s) thereof, as applicable;

(ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to LSU up to the dollar amount of this Agreement.

- 11.7 LSU may, in addition to other remedies available to them at law or equity and upon notice to Marucci, retain such monies from amounts due Marucci, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **ARTICLE XII** **UNIVERSITY NAME AND LOGO USE**

### **12.0** University Name and Logo

- 12.1 Marucci agrees that it will not advertise nor promote any connection with LSU, the LSU Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to LSU's promotion or endorsement of Marucci unless it has received prior written consent from LSU.
- 12.2 Notwithstanding the forgoing, LSU expressly consents to, approves, and it will use its best efforts to assist Marucci in obtaining the appropriate licenses necessary to allow Marucci to use LSU's name, image, logo and related marks on Marucci's products that it may offer for sale or provide through the various avenues of commerce Marucci utilizes for the sale and promotion of its products.

## **ARTICLE XIII** **USE OF UNIVERSITY FACILITIES**

### **13.0** Any property of LSU furnished to Marucci shall, unless otherwise provided herein, or approved by LSU, be used only for the performance of this Agreement.

- 13.1 Marucci shall be responsible for any loss or damage to property of LSU which results from willful misconduct or negligence on the part of Marucci or which results from the failure on the part of Marucci to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to LSU in like condition, except for normal wear and tear, to that in which it was furnished to Marucci. Upon the happening of loss, or destruction of, or damage to property of LSU, Marucci shall notify LSU thereof and shall take all reasonable steps to protect that property from further damage.
- 13.2 Marucci shall surrender to LSU all property of LSU prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to Marucci under this section shall include any of its employees, agents, or subcontractors.

## **ARTICLE XIV** **WAIVER**

### **14.0** Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

**ARTICLE XV  
WARRANTIES**

- 15.0** Marucci warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

**ARTICLE XVI  
TAXES**

- 16.0** Marucci agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

**ARTICLE XVII  
DISCRIMINATION CLAUSE**

- 17.0** Marucci 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 Marucci agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Marucci 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. Any act of discrimination committed by Marucci, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XVIII  
LICENSES AND PERMITS**

- 18.0** Marucci shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Agreement, if applicable.

**ARTICLE XIX  
SEVERABILITY**

- 19.0** If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

**ARTICLE XX  
SUBCONTRACTORS**

- 20.0** Marucci may enter into subcontracts with third parties for the performance of any part of Marucci's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Marucci to LSU for any breach in the performance of Marucci's duties. Marucci will be the single point of contact for all subcontractor work.



## **ARTICLE XXI** **INSURANCE**

- 21.0** Marucci shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Marucci's, agents, representatives, or employees.

### **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of

\$1,000,000 per accident/per disease/per employee. If Marucci/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then Marucci /vendor is or agrees to be solely responsible and hold harmless LSU for the Injuries of any owners, agents, volunteers, or employees during the course of the agreement.

### **Commercial General Liability (CGL)**

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

### **Excess Insurance**

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

### **Other Insurance Requirements**

#### **Additional Insured Status**

LSU is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See Verification of Coverage section on how LSU should be listed as an Additional Insured.

#### **Waiver of Subrogation/Recovery**

All insurances shall include a waiver of subrogation/recovery in favor of LSU.

#### **Primary Coverage and Limits of Insurance**

For any claims related to work performed for or on behalf of LSU or related to an agreement/purchase order, Marucci /vendor's insurance coverage shall be primary insurance as respects to LSU. Any applicable insurance or self-insurance maintained by LSU shall be excess of Marucci /vendor's insurance and shall not contribute with it.

#### **Subcontractors**

Subcontractors of Marucci/vendor shall be subject to all of the requirements stated herein. Marucci/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. LSU reserves the right to receive from Marucci /vendor copies of subcontractors' certificates.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions above \$25,000 must be approved by LSU or reduced prior to the commencement of work. LSU may require Marucci/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by LSU.

**Verification of Coverage**

LSU shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University  
and Agricultural & Mechanical College  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to LSU evidencing the insurance required herein including amendatory endorsements. LSU's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive Marucci/vendor's obligation to have in place the required insurances or to provide the certificate. LSU reserves the right to require certified copies of all the insurance policies, including endorsements.

**Special Risks or Circumstances**

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE XXII  
SUBSTITUTION OF PERSONNEL**

**22.0** If, during the term of this Agreement, Marucci or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to LSU for approval prior to any personnel substitution. It shall be acknowledged by Marucci that every reasonable attempt shall be made to assign the personnel listed in Marucci's proposal.

**ARTICLE XXIII  
NOTICES**

**23.0** All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

**If to LSU:**

Sally McKechnie  
Assistant Vice President for Procurement & Property Management  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803

Telephone: 225-578-2176  
Fax: 225-578-2292

With copy to:

Jamie Maddie  
Contract Specialist  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-7552  
Fax: 225-578-2292  
Email: [jphil41@lsu.edu](mailto:jphil41@lsu.edu)

#### **ARTICLE XXIV ASSIGNMENT**

- 24.0** The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the other Party; provided, however, Marucci shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Marucci. In the event Marucci assigns its interest in and to the Agreement to an affiliate, Marucci shall remain liable for the performance of Marucci's obligation pursuant to the Agreement. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

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 contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-assigning Party.

#### **ARTICLE XXV CODE OF ETHICS**

- 25.0** Marucci acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the contracting party in the performance of services called for in this Agreement. Marucci agrees to immediately notify LSU if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

#### **ARTICLE XXVI CONFIDENTIALITY**

- 26.0** All financial, statistical, personal, technical and other data and information relating to LSU's operations which are designated confidential by LSU and made available to Marucci in order to carry out this Agreement, shall be protected by Marucci from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LSU. The identification of all such confidential data and information as well as LSU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LSU in writing to Marucci. If the methods and procedures employed by Marucci for the protection of Marucci's data and information are deemed by LSU to be adequate for the protection of LSU's confidential information, such methods and procedures may be used, with the written consent of LSU, to carry out the intent of this paragraph. Marucci shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in Marucci's

possession, is independently developed by Marucci outside the scope of the Agreement, or is rightfully obtained from third parties.

**ARTICLE XXVII**  
**INFORMATION SECURITY**

**27.0** Marucci agrees to comply with all applicable laws, regulations, and LSU policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Marucci shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Marucci also agrees that security breaches, or incidents shall be reported immediately to LSU.

“Protected information” shall be defined as data or information that has been designated as private, protected, or confidential by law or by LSU. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by LSU.

**ARTICLE XXVIII**  
**AGREEMENT CONTROVERSIES**

**28.0** Any claim or controversy arising out of this Agreement shall be resolved by LSU Pilot Procurement Code, LAC 34:XIII.1503.

**ARTICLE XXIX**  
**RIGHT TO AUDIT**

**29.0** The State Legislative auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.

**ARTICLE XXX**  
**SECURITY**

**30.0** Marucci’s personnel will comply with all security regulations in effect at LSU’s premises, and externally for materials and property belonging to LSU or to the project. Where special security precautions are warranted (e.g., correctional facilities), LSU shall provide such procedures to Marucci, accordingly. Marucci is responsible for promptly reporting to LSU any known breach of security

**ARTICLE XXXI**  
**COMPLIANCE WITH CIVIL RIGHTS LAWS**

**31.0** Marucci agrees to abide by the requirements of the following as applicable: Title VI and Title 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, the Age Act of 1975, and Marucci agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Marucci agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Marucci, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XXXII**  
**ANTI-KICKBACK CLAUSE**

**32.0** Marucci hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Marucci or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**ARTICLE XXXIII**  
**CLEAN AIR ACT**

**33.0** Marucci hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**ARTICLE XXXIV**  
**ENERGY POLICY AND CONSERVATION ACT**

**34.0** Marucci hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in LSU energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE XXXV**  
**CLEAN WATER ACT**

**35.0** Marucci hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

**ARTICLE XXXVI**  
**ANTI-LOBBYING AND DEBARMENT ACT**

**36.0** Marucci will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

**ARTICLE XXXVII**  
**GOVERNING LAW**

**37.0** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**ARTICLE XXXVIII**  
**SEVERABILITY**

- 38.0** If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

**ARTICLE XXXIX**  
**COMMENCEMENT OF WORK**

- 39.0** No work shall be performed by Marucci and LSU shall not be bound until such time as this Agreement is fully executed between LSU and Marucci and all required approvals are obtained.

**ARTICLE XL**  
**COMPLETE AGREEMENT**

- 40.0** This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

**ARTICLE XLI**  
**ORDER OF PRECEDENCE**

- 41.0** The ITN and Marucci's Proposal dated June 7, 2018, are attached hereto and incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency between this Agreement, the ITN and/or Marucci's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the ITN and finally, Marucci's Proposal.

THUS DONE AND SIGNED in triplicate originals as of the 24<sup>th</sup> day of JULY 2018, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL  
AND MECHANICAL  
COLLEGE**

Jamie Maddie  
[Signature]

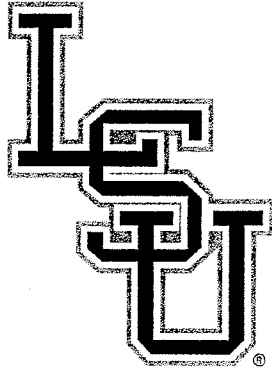
Sally McKechnie  
Sally McKechnie, Assistant Vice President  
Procurement and Property Management

WITNESSES as to Marucci:

**MARUCCI SPORTS LLC**

Angel Dummahae  
[Signature]

[Signature]  
Name: Kurt Ainsworth  
Title: CEO



## LOUISIANA STATE UNIVERSITY PACKAGE SUMMARY

80	Custom Aluminum BBCOR Bats	50	Stock Batting Gloves (Year 1)
100	Custom Bat Grips	3	Sets of Stock Catchers Gear (Year 1)
60	Custom Wood Bats	100	Custom Souvenir Bats
300	Custom Batting Gloves	12	Youth Bats for Camp
90	Custom Fielding Gloves (Including Mitts for Pitchers)	24	Softcore Baseballs for Camp (Dozen)
50	Batting Helmets	4	Stock Youth Catchers Gear for Camp
60	Marucci Wheeled Travel Bags	15	Stock Youth Helmets for Camp
60	Marucci Bat Packs	1500	Camp T-Shirts
60	Marucci Duffel/Field Bags	150	Custom Polos
10	Custom Catchers Gear	6	Golf Bags
12	Ball Buckets	10	Pine Tar Sticks
10	Marucci Batting Tees	24	Pro Rosin Bags
20	Replacement Ball Rests	5	On Deck Arc Bat Weights
10	Aluminum Fungos	30	Marucci Leg Guards
10	Custom Wood Fungos	30	Marucci Elbow Guards
60	Custom Sunglasses	60	Wrist Guards
10	Skull Caps	150	Marucci Branded T-Shirts
5	Additional Lacing for Gloves (Multiple Colors)	18	Stock Gloves (year 1)
1	\$10,000 Merch Account at Wholesale Pricing		

**TOTAL RETAIL VALUE: \$190,820**

*There is a special team pricing guide attached for any additional items purchased outside of the supplied product.*