



SPECIALTY SERVICES CONTRACT

Be it known, that on this 1st day of July 2020, the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** (hereinafter sometimes referred to as the "University" or "LSU") and **STUN Design & Interactive, LLC, 635 S. Acadian Thruway, Baton Rouge, LA 70802**, (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

1. **SCOPE OF SERVICES:** Contractor hereby agrees to perform graphic design services for all University departments on an "as requested" basis managed by the Office of Strategic Communications. Design services includes, but is not limited to, the following: graphic design for both print and digital, magazine design, newsletter design, annual reports, brochures, maps, post cards, pocket folders, catalogs, flyers, posters, exterior signage, vehicle wrap design, specialty item graphics, photography, general graphic design for multi-media, and other promotional materials and efforts. Contractor must meet programmatic deadlines as defined by the requested University departmental designee and work efficiently and effectively with LSU staff. The University Department will contact Strategic Communications for all requested work. The University Department will schedule in advance the initiation of all design work under the direction of Strategic Communications and will request a quote for requested services at that time in accordance with the attached rate schedule and will issue a purchase order with specific instructions and contact information.

All design work will be reviewed and approved by the requested University departmental designee **and** Strategic Communications as per University policy, PS-10. The final deliverable must be completed and submitted in the format requested by the University department or Strategic Communications representative based on the production needs of the project such as, but not limited to, PDF or other suitable format and can be submitted electronically and/or by hardcopy to the requested University department. All printed matter shall be in accordance with LSA – R.S. 43:31.B.

Goals: To provide graphic design services for the University departments in keeping with the LSU super-brand and each specific departmental "brand" as defined and communicated by the designee representing the University department. To provide quality services to the LSU staff so that each requested work runs smoothly, efficiently and effectively.

Objectives: To provide graphic design services for University departments that will allow them to obtain professionally prepared promotional materials in an efficient and timely manner.

Performance Indicators: The Contractor's performance will be measured by consistency and quality of design, compliance with PS-10, accuracy, timeliness and meeting/exceeding deadlines, professionalism, and ability to meet target goals.

Monitoring Plan: Each University Department and Strategic Communication staff will provide monitoring and liaison functions by reviewing the requested project for completeness, accuracy, timeliness, effectiveness and compliance with University Policy, PS-10 and as often as needed. E-mail address: stratcomm@lsu.edu Phone #: (225) 578-8654.

LSU BRAND IDENTITY: Contractor must adhere to the Louisiana State University Brand Identity (LSU Brand Identity policies can be found online at <http://www.lsu.edu/stratcomm>). Contractor must consult with the LSU Division of Strategic Communications (Strat Comm) prior to starting a marketing or publicity project and must keep in contact with a representative from Strat Comm throughout the project. Contractor must abide by Strat Comm's requirements regarding what is to be included in the project and the elements of the Brand Identity. The Division of Strategic Communications can be reached at 225-578-8654 or by email at stratcomm@lsu.edu.

2. **PAYMENTS:** In consideration of the services described above, the University agrees to pay Contractor a maximum fee of **\$49,999.00**. Payment will be made on approval of the designated University department. If progress and/or completion to the reasonable satisfaction of the University Department are obtained, payments are scheduled as follows: Multiple installments upon completion of each tasks and receipt of approved invoice. Travel expenses will not be reimbursed to Contractor. Contractor will submit invoices upon completion of each individual project in accordance with the previously agreed quotes of services. See Appendix A for Contractor's Hourly Rates attached hereto. A lump sum payment will be made following the services rendered for each project.

Invoices should be sent to the address indicated on the purchase order issued for the specific project.

3. **TERMINATION FOR CAUSE:** The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor 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 the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.
4. **TERMINATION FOR CONVENIENCE:** The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
5. **OWNERSHIP:** All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be delivered by Contractor to University, at Contractor's expense, at termination or expiration of this Contract. Contractor hereby conveys, transfers and fully assigns to University all proprietary rights, title and interests in and to any works, designs and/or creative elements (collectively "Works") that are developed by and/or on behalf of Contractor pursuant to this Contract, including without limitation all copyrights. Contractor agrees and acknowledges that University shall have the right to obtain and hold, in its own name, all copyrights, trademarks and/or services marks which may be available for the Works. Contractor shall give University any and all assistance reasonably required to protect University's ownership and proprietary rights in any Works, including the execution of any instruments necessary to evidence, formalize and/or confirm University's ownership of the Works and/or to execute any instruments required to register copyrights, assignment of copyrights and/or other documents deemed necessary by University. Contractor also hereby specifically waives any and all moral rights in and to the Works as provided in 17 U.S.C. § 106A for any and all uses of the Works. Contractor acknowledges that acceptance by Contractor of any form of compensation or other consideration from the University shall signify and certify Contractor's valid acknowledgment and acceptance of full and final consideration from University for transfer of such Works. Any Works acquired by University from Contractor may be further identified by physical description in an addendum hereto or by actual attachment as an exhibit hereto.

The University is the owner of all rights, titles and interests in and to certain designations comprising designs, trade names, trademarks and service marks (hereinafter called "licensed marks"), including without limitation, the names "Louisiana State University" and "LSU Tigers," the wordmark "LSU", logotypes and seals incorporating one or more of the foregoing, and certain logographics and/or symbols which have come to be associated with Louisiana State University.

The Contractor is granted the right by LSU to utilize its "licensed marks" on a royalty free basis for the sole use of executing the deliverables under this contract. Contractor acknowledges this single use provision, and further acknowledges that any other use of such licensed marks of LSU would be considered as an infringement of its federal and state registered trademarks.

6. **TAXES:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said contractor's obligation.
7. **NONASSIGNABILITY:** No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the contractor 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 University.
8. **AUDIT OF RECORDS:** 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.
9. **DISCRIMINATION CLAUSE:** The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era

Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

10. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, 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 contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
11. **INFORMATION SECURITY:** Contractor agrees to comply with all applicable laws, regulations, and University 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, Contractor 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. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

“Protected information” shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. 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 the University.
12. **ALTERATIONS:** Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by University. It is the responsibility of the Contractor to advise the University in advance if contract funds or contract terms may be insufficient to complete contract objectives.
13. **CONTRACTOR INDEMNIFICATION:** Contractor hereto agrees to indemnify, defend and to hold LSU, its officers, directors, agents and employees (the “LSU Indemnified Parties”) harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages and costs, including reasonable attorney’s fees, relating to personal injury or damage to real or personal tangible property (the “Claims”) to the extent that such Claims arise out of or result from the willful act, fault, omission, or negligence of Contractor, or that of its officers, directors, agents or employees, in performing its obligations under this agreement, provided, however, that Contractor shall not be liable to LSU for any consequential damages, including without limitation lost profits or lost revenues, or Claims arising out of LSU’s willful act, fault, omission or negligence or that of its officers, directors, agents or employees.
14. **LSU INDEMNIFICATION:** LSU hereto agrees to indemnify, defend and to hold Contractor, its officers, directors, agents and employees (the “Contractor Indemnified Parties”) harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages and costs, (including reasonable attorney’s fees to the extent allowed by law), relating to personal injury or damage to real or personal tangible property (the “Claims”) to the extent that such Claims arise out of or result from the willful act, fault, omission, or negligence of LSU, or that of its officers, directors, agents or employees, in performing its obligations under this agreement, provided, however, that LSU shall not be liable to Contractor for any consequential damages, including without limitation lost profits or lost revenues, or Claims arising out of Contractor’s willful act, fault, omission or negligence or that of its officers, directors, agents or employees.
15. **WORKERS COMPENSATION:** In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees.

The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

16. **FORCE MAJEURE:** Each party shall be excused without liability for failures and delays in performance caused by war, civil war, riots or insurrections, strikes, floods, fires, explosions: or other occurrences or disturbances beyond the control and without the fault of such party. Any party claiming any such excuse for delay or nonperformance shall give notice thereof to the other parties.

Inclement weather which results in the closure of the University by official act of the Chancellor may be deemed a force majeure.

17. **TERM OF CONTRACT:** This Contract shall begin on July 1, 2020, and shall terminate on June 30, 2023.

18. **JURISDICTION AND VENUE:** The terms of this contract shall be interpreted under Louisiana law. Venue for any claims arising out of this contract is proper in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Accepted for: **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

Cynthia S. Winey
Cynthia S. Winey
Contract Specialist

6/8/2020

Date

Accepted For: **STUN Design & Interactive, LLC**

By: Charles R. Sanchez Jr.
(Signature)
Print Name: Charles R. Sanchez, Jr.
Title: owner / CEO STUN Design

6/5/20

Date

**APPENDIX A
SCOPE OF SERVICES**

REQUISITION #:

1. SCOPE OF WORK / SERVICES:

Describe the work the Contractor will perform: Graphic design, copywriting, communicaitons and marketing strategy for university campaigns; possibly photography and videography should the need arise and interal staff be unable to offer assistance.

What is the Contractor's responsibility as an end result of contract? Contractor will provide high-quality, approved graphic design, copywriting, strategic, photographic and videographic servies;contractor will provide native files to the university.

Where will the service be performed (location)? The services will be performed at the contractor's offices or on campus or specific site, should there be a need for photography and videography that requires same.

What is the period, phases, tasks, etc. of performance? Deadlines and production persios vary by project.

What is the University's responsibility in performance of this contract? There will be a requirement for leadership, guidance, responsiveness to communiation; there will be a need to provide visual identity guidelines; in some cases, the university will provide photography, videography, logos, signatures, text, etc.

Will there be any reports or deliverables required? Yes

Describe how reports/deliverables will be received: The university will require periodic progress reports, concept options, design and text proofs and final prepressed files, if applicable.

Describe how reports/deliverables will be delivered. Deliverables will be provided via email.

Who will they be delivered to? Contacting department with a copoy to approvals@lsu.edu (Strat Comm)

When will they be delivered?/How often? Delivery will be at the descretion of the contracting department, but should occur with ample time and planning to allow for changes if StratComm deems changes necessary.

Does the payment directly relate to the servies performed? Yes

2. GOALS (Detail the result of the project/services being performed): The goal is to have a high-quality design that conforms to LSU's visual identity program.

3. OBJECTIVES (Identify the objectives to be met): Obejectives are to increase LSU enrollment, image and reputation; other, specific goals will vary project to project.

4. PERFORMANCE INDICATORS

The performance of the contractor will be measured by how well the contractor meets deadlines, adheres to the University visual identity standards and executes the project according to the client's objectives.

5. MONITORING PLAN

Who will be responsible for monitoring the Contractor's performance? Varies by contracting department; In StratComm, this will be Holly Cullen.

APPENDIX A

SCOPE OF SERVICES

Contract Manager Name: Holly Cullen

E-mail address: hhouk@lsu.edu

Phone #: [225-578-3872](tel:225-578-3872)

How will the performance be monitored? Frequent check-ins with vendor.

How often will performance be monitored? Depends on the complexity of the project; no less than weekly, possbily more frequently.

stun

DESIGN & INTERACTIVE

635 South Acadian Thruway, Baton Rouge, La 70806

P: 225.381.7266 | F: 225.381.7443

stundesign.com

APPENDIX A cont'd.

STUN Design Services Proposal, 2020-2023*

Magazine		
Initial Design or Redesign	7500.00	
Design up to 9 x 12; 32 page or less, full color magazine, published biannually.	5500.00/issue	
Additional cost per page [increment of 4].	480.00	
Quarterly Newsletter		
Design of 8.5x11 or larger; 16 page or less, full color newsletter, published quarterly or less.	3500.00/issue	
Additional cost per page [increment of 4].	120.00/page	
Annual Report		
Design up to 9 x 12; 28 page or less, full color annual report. Larger size adds 1000.00	6000.00	
Additional cost per page [increment of 4].	480.00	
Brochure		
Design up to 11 x 17 in. Various fold configurations.	4000.00	
Newsletter		
Design and template file	1500.00	
Ads and Postcards		
Design up to 5.5 x 8.5.(Initial Design)	650.00	
Resizes based off initial design.	125.00	
Pocket Folder		
Design up to 9 x 12.	1750.00	
Special Die Cuts.	2500.00	
Inserts/Flyers		
Design up to 9 x 12, single sided full color	1000.00	
Design up to 9 x 12, doubled sided full color	1750.00	
Up to 12 bank tabs, initial design/template.	1300.00	
Up to 12 bank tabs based off template.	2000.00/170.00 per tab	
Posters		
Design up to 30 x 40.	1800.00	
Environmental Graphics		
Bus Shelter	1200.00	
Billboards	1400.00	
Specialty Items		
[i.e. t-shirt; cup, frisbee] up to 4 color.	600.00	
Banners		
Design up to 36 x 120 in.	750.00	
Photography		
Hourly rate	225.00/hr	
Photoshoot Package	1700.00/day	
Copywriting		
Hourly rate	100.00/hr	
Illustration		
Hourly rate	125.00/hr	
Animation		
Hourly rate	175.00/hr	
Web Design		
Hourly rate	150.00/hr	
Programming		
Hourly rate	175.00/hr	
Design as Needed		
Hourly rate	125.00/hr	
Graphic Design Graphic Template Basic Website		
Main Page Design	4500.00	
Secondary Page 1 [blank with design element]	1500.00	
Secondary Page 2 [blank with design element]	1000.00	

*Some items may contain one or more services. i.e. Poster design may contain illustration + copywriting in addition to the comping and design process.

Stock photography is not included in this proposal. Stock photos will be billed on an as needed basis in situations where we can't get photography from the client or make use of a photoshoot.

Please note that these are general estimates and are subject to change depending on timeline, scope, size of project, etc... STUN will provide a proposal for all projects before work begins. Prices may be less or more than the estimates provided.

All hourly rates are billed in quarter hour increments.