



SPECIALTY SERVICES CONTRACT

Be it known, that on this 1st day of July 2021, the **Board of Supervisors of Louisiana State University and A&M College** (hereinafter sometimes referred to as the "University" or "LSU" or "Customer") and **VITAC Corporation; 8300 E. Maplewood Ave. Suite 310, Greenwood Village, CO 80111** (hereinafter sometimes referred to as "Contractor" or "VITAC") do hereby enter into Contract under the following terms and conditions (this "Contract" or "Agreement").

1. **SCOPE OF SERVICES:** Contractor hereby agrees to provide comprehensive remote real-time English live captioning for webinars and other events, on an "as requested" basis for various University events. The University Department will schedule individual services in advance of the event 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.

Goals: To provide the University with remote real-time captioning and post-transcription services. To provide quality captioning to the University faculty, staff, students, and the general public. To easily integrate real-time captions so that each event runs smoothly and efficiently.

Objectives: To ensure full participation and inclusion by all attendees in order to comply with federal policy and is mandated by the University. Contractor's captioning services are in compliance with industry standards relating to the hearing impaired.

Performance Measures: Contractor will perform the services in a timely, professional and workmanlike manner according to industry standard practices.

Monitoring Plan: Each University Department will provide monitoring and liaison functions in preparation of events to insure services are satisfactory following each event.

2. **PAYMENTS:** In consideration of the services described above, the University agrees to pay Contractor a maximum fee of **\$74,999.99**. Payment will be made on approval of the designated University department. If progress and/or completion to the reasonable satisfaction of the University Department is obtained, payments are scheduled as follows: Net 30 days from receipt of approved invoice. Contractor will submit monthly invoices in arrears for all individual events at which services were performed in the previous month in accordance with the previously agreed quotes of services. See Exhibit A, VITAC Corporation terms and rate schedule, attached hereto. A lump sum payment will be made monthly following the services rendered for that month.

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

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 in the case of non-payment, ten (10) days to submit payment and for all other defaults, a reasonable opportunity for the University to cure the defect.
4. **TERMINATION FOR CONVENIENCE:** Either party may terminate the Contract at any time by giving thirty (30) days written notice to the other party. 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 returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract.

Each party shall retain ownership of, and all right, title and interest in and to, their respective, pre-existing intellectual property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other interests in pre-existing intellectual property, separate license agreements on mutually acceptable terms will be executed.

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 remotely inspect and audit all data and records of the Contracting entity or any subcontractor of the Contracting entity expressly related to performance under 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, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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. University shall not schedule any Contractor services after termination.
11. **INFORMATION SECURITY:** Contractor agrees to comply with all applicable federal, state, and local 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 promptly 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. **ACCESSIBILITY:** Contractor represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 (https://lsu.edu/policies/ps/ps_31.pdf), and will remain committed throughout the term of this Agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, Contractor shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding Contractor's compliance with applicable federal or state disability laws, policies, and regulations, the University will send communications to the Contractor regarding the complaint, and Contractor shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel agreement/contract for cause.
14. **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 misconduct 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. CONTRACTOR SHALL NOT BE LIABLE TO THE LSU INDEMNIFIED PARTIES FOR A CUMULATIVE AMOUNT THAT EXCEEDS THE AMOUNT PAID TO CONTRACTOR FOR ITS SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO INTENTIONAL TORTS, CRIMINAL ACTS, OR FRAUDULANT CONDUCT.
15. **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.
16. **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.
17. **FORCE MAJEURE:** The performance of the Agreement (other than the payment of money) is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations/shutdowns, pandemics, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for either party to perform/fulfill or to do

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

The ability to terminate this Agreement without liability and to be released of obligations pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical.

- 18. **TERM OF CONTRACT:** This Contract shall begin on July 1, 2021, and shall terminate on June 30, 2024.
- 19. **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.
- 20. **NOTICES:** All notices and other communications hereunder shall be in writing and shall be deemed duly given and received (i) on the date of delivery if delivered personally, via electronic mail, or by fax upon confirmation of transmission by the sender's fax machine if sent on a business day (or otherwise on the next business day), (ii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (iii) on the second business day following the date of dispatch if delivered by a recognized international courier service. All notices hereunder shall be delivered as follows, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:


To University:
Louisiana State University
 Office of Procurement Services
 213 Thomas Boyd Hall,
 Baton Rouge, LA 70803
 Attn: Jamie P. Maddie

To Contractor:
VITAC Corporation
 8300 E Maplewood Ave, Suite 310
 Greenwood Village, CO 80111
 Attn: Gareth Morrison

- 21. **ENTIRE CONTRACT AND ORDER OF PRECEDENCE:** This Contract, (together with the Attachments and any exhibits specifically incorporated herein by reference) constitutes the entire Contract between the parties with respect to the subject matter. VITAC's service terms and rate schedule are attached hereto and incorporated herein.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the language of the Contract, excluding the attachments; second priority shall be given to the Attachments in the order of their reference number.


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


Jamie P. Maddie (Jul 15, 2021 13:10 CDT)

Jamie P. Maddie
 Contracts Manager
 07/15/2021

 Date

Accepted For: **VITAC Corporation**


 By: Christopher Crowell (Jul 15, 2021 13:51 EDT)

 (Signature)
 Print Name: Christopher Crowell
 Title: CEO
 07/15/2021

 Date

Attachment: Exhibit A – VITAC terms and rate schedule



Exhibit A

Real-time Captioning Service Agreement

Submitted to:
Amy Guillot
Contract Specialist
Office of Procurement Services
Louisiana State University
213 Thomas Boyd Hall
Baton Rouge, LA 70803

Dated: 06/09/2021

Email: aguillot1@lsu.edu
Telephone: 225-578-2290

Submitted by:
Josh Pohlot
Manager, Inside Sales
VITAC Corporation

Sales contact information:
Phone: 724.514.4037
E-mail: Joshua.Pohlot@VITAC.com

About Us: VITAC is the nation's leading provider of remote real-time captioning and post-event transcription service. VITAC captions over 1000 hours/events daily and transcribe hundreds of thousands of lines of text annually. VITAC appreciates this opportunity to be of service. Please visit us at: www.vitac.com.

SCOPE OF WORK – ENGLISH REAL-TIME CAPTIONING

VITAC Corporation will provide remote real-time English captioning to Louisiana State University ("Customer") for live captioning for webinars and other events as desired.

VITAC will call in/log in 10 minutes prior to the start of an event and will stay on until the scheduled end time of the call. VITAC strives to stay on if the event runs longer than the scheduled time, however it is not guaranteed. **For the most efficient captioning, VITAC requests that Customer provide preparation materials. Customer agrees that dictionary preparation with words, terms, jargon and proper names will be provided to VITAC's captioner for preparation at no additional charge. The captioner will need clear audio and captions will be impacted by poor audio or accents.**

For guaranteed captioning service for less than 10 hours of captioning, VITAC requires Customer to request service for events 72 hours or more in advance of event start time. VITAC strives to use commercially reasonable efforts to reserve a captioner less than 72 hours, but cannot guarantee.

For guaranteed captioning service for events or series' of events that require more than 10 hours of captioning service in a calendar week, VITAC requires Customer to request services for events 7 days or more in advance of the first event's start time. VITAC strives to use commercially reasonable efforts to reserve a captioner with less than 7 days' notice, but cannot guarantee.

Unedited transcripts are included at no additional charge and can be downloaded directly to Customer's desktop at the conclusion of each session for Customer's convenience.

Events cancelled with less than 24 hours advance notice are billed for 100% the scheduled time.

Fees: Rates for English Real-time Captioning

Live-Captioning Service (ICS and/or Zoom-Integration): \$130/hour

Non-edited caption file creation for an event that VITAC live-captioned: \$50/hour, billed in 15-minute increments.

Edited caption file creation for an event that VITAC live-captioned: \$200/hour

Caption File creation for pre-recorded material that was not Live-Captioned by VITAC: \$400/hour

Fees are based on scheduled event times. Additional charge for overruns and standby.

Fees billed in 15 minute increments with ½-hour minimum charge per event.

Billing Terms: Net 30 - Date of Invoice

Expiration of Rates: 07/01/2024

VITAC offers 24/7 operational support for scheduling, last minute emergency and online ordering assistance.

VITAC provides 24/7 technical assistance for captioning.

ALL RATES ARE CONFIDENTIAL BETWEEN VITAC AND CUSTOMER

Ordering and Billing: VITAC will give a secured ordering site for ordering events through a unique log in and pass code. VITAC will invoice monthly. Standard payment terms are Net 30. An electronic copy of our invoice can be e-mailed and Customer may pay for service by check or securely by credit card online. For billing inquires, VITAC billing department at 720-489-5662 or billingdept@vitac.com.

ADDITIONAL TERMS AND CONDITIONS

Grant of License. VITAC grants the Customer a limited non-exclusive, non-transferable, non-sub-licensable license to use the Software Program(s) and related End-User Materials in support of its use of the Services provided hereunder. The Customer agrees to include all copyright, trademarks, and other proprietary notices of VITAC in each copy of the Software Program(s) as they appear in the versions provided by VITAC. The Customer may not copy, make derivative works of, or otherwise reproduce any Software Program(s) except as consistent with its use of Services in accordance with this Agreement. Upon termination of this Agreement for any reason or upon expiration of the Term, the license granted to the Customer will terminate and the Customer is required to return or destroy, as requested by VITAC, all copies of the Software Program(s) in its possession and all other materials pertaining to the Software Program(s), including all copies thereof. The Customer agrees to certify compliance with such requirement upon VITAC's request.

Use. Unless otherwise provided in this Agreement, the rights and licenses granted hereunder shall be limited to the Customer's use only and services are between the Customer and VITAC. The license granted hereunder may not be transferred, leased, assigned, or sublicensed without VITAC prior written consent, except for a transfer of this Agreement in its entirety to a successor in interest of Customer's entire business that assumes the obligations of this Agreement.

Proprietary Protection. VITAC shall have sole and exclusive ownership of all right, title, and interest in and to the Software Program(s) and related documentation, all copies thereof, and all modifications, enhancements and Derivative Works thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to the Customer herein. This Agreement does not provide the Customer with title or ownership of the Software Program(s), but only a right of limited use. The Customer acknowledges that the Software Program(s) are the proprietary information and a trade secret of VITAC and this Agreement shall grant the Customer no title or rights of ownership in the Software Program(s). The Customer also agrees not to (a) make or assist in making any changes to the Software Program(s), (b) reverse-engineer the Software Program(s), or (c) incorporate any portion of the Software Program(s) (or concepts thereof) into another product, code or software program.

Compliance with Law. Each party is responsible for complying with all local, state, and federal laws.

Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Louisiana without regards to conflict of laws or principles of such state.

Confidentiality. Each party agrees to maintain in confidence the terms of this Agreement and any proprietary or non-public information, including technical information and rates, which may be disclosed to it under this Agreement by using at least the same physical and other security measures as it uses for its own confidential technical information and documentation. Each party further agrees not to disclose such information to anyone other than employees, affiliates or contractors who have a need to know or obtain access to such information in order to support its performance pursuant to this Agreement, including the authorized use of the Software Program(s) and are bound to protect such information against any other use or disclosure. These obligations shall not apply to any information generally available to the public, or independently developed or obtained without reliance on such information.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be signed by their authorized representatives.

VITAC CORPORATION

Louisiana State University

By: _____

By: _____

Name: Douglas Karlovits

Name: _____

Title: Chief Business Development Officer

Title: _____

Date: _____

Date: _____

VITAC Corporation MSA

Final Audit Report

2021-07-15

Created:	2021-07-15
By:	Amy Guillot (aguillot1@lsu.edu)
Status:	Signed
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-  Document created by Amy Guillot (aguillot1@lsu.edu)
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-  Document signing delegated to Christopher Crowell (chris.crowell@vitac.com) by doug.karlovits@vitac.com
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