

**CONTRACTUAL SERVICES AGREEMENT  
BETWEEN UNIVERSITY OF NEW ORLEANS AND  
REGIONAL TRANSIT AUTHORITY**

**THIS AGREEMENT**, made and entered into at New Orleans, Louisiana, this **21 day of June, 2024** by and between Regional Transit Authority, hereinafter referred to as "RTA" and the University of New Orleans, hereinafter referred to as the "**University**."

**WITNESSETH;**

**WHEREAS**, RTA requires services from the University of New Orleans to provide the services of one graduate student research intern.

**WHEREAS**, the University is professionally qualified and willing to perform these services,

**NOW, THEREFORE**, for the consideration hereinafter named, the parties agree as follows:

1. The University shall perform the professional services described in the attached statement of work attached hereto and made a part of this agreement as Attachment B.
2. The University shall perform the services described in Attachments A and B, according to the schedule indicated therein or during the period **August 14, 2021 to July 31, 2025**. Should there be a conflict between the dates indicated in the attachments and the dates indicated in this paragraph, the dates in this paragraph will govern.
3. The price and consideration for which this agreement is made can be in an amount not to exceed twenty-nine thousand, two hundred and thirty-three dollars (\$29,233.00), which funds shall be paid to the University by RTA in accordance with the schedule set forth in Attachment B.
4. RTA's representative for purposes of administration of this agreement shall be RTA, and the University's representative for purposes of administration of this agreement shall be Bethany Stich.
5. The University acknowledges that its relationship to RTA is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
6. The University acknowledges and agrees that the responsibility for payment of taxes due on the funds received under the agreement shall be said University's obligation and shall be paid under federal tax identification number **72-0702000**.
7. The University shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation without the prior written consent of RTA provided, however, that claims for money due to the University from RTA may be assigned to any financial institution without prior written consent, provided that notice of such assignment shall be furnished to the University.
8. To the extent allowed by Louisiana law, the University shall indemnify and hold harmless RTA against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the University, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the University hereunder.
9. RTA shall indemnify and hold harmless the University against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property

resulting from, or by reason of, any negligent act or omission, operation or work of RTA, its agents, servants, or employees while engaged upon or in connection with the services required or performed by RTA hereunder.

10. Both parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.

The University 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, disabilities.

11. This agreement may be amended or extended only by mutual written consent of both parties.
12. Both parties reserve the right to cancel this agreement upon a thirty (30) day written notice to the other party. The University shall be reimbursed for all allowable costs incurred to the date of termination, including all non-cancelable commitments, providing however that this clause shall not constitute authority to exceed the amount specified in clause 3.
13. This agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against either party.
14. Proprietary Information disclosed during the term of this Agreement and the protection afforded to such Proprietary Information by this Agreement shall continue notwithstanding any termination or expiration of this Agreement for a period of five (5) years from the Effective Date of this Agreement. The above obligations relating to the use of and disclosure of Proprietary Information shall be satisfied by the Receiving Party affording that Proprietary Information the same degree of protection which it affords to its own Proprietary Information of similar importance, but not less than a reasonable degree of care. Nothing contained herein shall restrict any Party from disclosing any portion of Proprietary Information on a restrictive basis pursuant to a judicial or other lawful government order, but only to the extent of such order and only after reasonable prior notice to the Disclosing Party who can attempt a lawful process to preclude such disclosure. Oral Proprietary Information disclosed shall be written to paper within 10 days. All disclosures shall be marked as "Proprietary Information" for the protection to be afforded.
15. Ownership and title to any invention or intellectual property resulting from this research, whether or not patentable, shall reside with University of New Orleans. The University will notify the XX of the invention or the creation of intellectual property upon its disclosure by the Principal Investigator to the University's Office of Technology Management and Commercialization. The XX is granted a first option to negotiate an exclusive or non-exclusive royalty bearing license to such intellectual property; this option shall expire 180 days after notification or 180 days after filing of a patent application, whichever occurs first.
16. Ownership of any equipment involved with research shall be the property of the University, unless otherwise stated.
17. This agreement shall expire on **July 31, 2025**, unless extended or canceled as provided herein.
18. When federal funds are involved, The University shall comply with the federal guidelines under 2 CFR Part 200 as they apply to institutions of higher education.

19. "RTA" may not make any use of the name, marks, logo, initials, University in news releases, advertisements, promotional materials, or otherwise, without obtaining prior written consent from the respective authorized representative named in this Agreement for each such use. Under no circumstances may "RTA" state or imply that University in any way endorses or supports a particular investment, stock purchase, product, or treatment.

**IN WITNESS WHEREOF**, the parties have executed this agreement in the presence of the undersigned competent witnesses

**University Of New Orleans**

By \_\_\_\_\_  
**Mamie Gasperecz**  
**Vice President for Business Affairs**

**Regional Transit Authority**

By \_\_\_\_\_  
**Dwight Norton**  
**Interim Chief of Planning & Capital Projects**

**ATTACHMENT A  
CONTRACTUAL SERVICES AGREEMENT**

**University Contact:**

University of New Orleans  
Lakefront Campus  
New Orleans, LA 70148

ATTN: Julie Landry, Research Administrator  
Office of Research and Sponsored Programs  
University of New Orleans  
Administration Building, Suite 1005  
2000 Lakeshore Drive, N.O., LA 70148  
Phone: 504.280.4752  
Jelandr1@uno.edu

**Your Company Contact:**

Dwight Norton  
2817 Canal Street  
New Orleans, LA 70119  
504-827-8338  
dnorton@rtaforward.org

**Name of Official Authorized to Sign Contract:**

**UNO's Tax I.D. Number:** 72-0702000

**Services to Be Performed:** See Attachment B

**Time Period:**   **Start:** 8/14/2024                      **Complete:** 7/31/2025

**Payment Amount:** \$29,233

**Payment Terms:** (see Attachment B)

**Department Representatives:**

Bethany Stich  
2000 Lakeshore Drive  
273 Milneburg Hall  
New Orleans, LA 70148  
504-280-6520  
[bstich@uno.edu](mailto:bstich@uno.edu)

Delinda Swanson  
2000 Lakeshore Drive  
273 Milneburg Hall  
New Orleans, LA 70148  
504-280-6519  
[dswanson@uno.edu](mailto:dswanson@uno.edu)

**ATTACHMENT B  
STATEMENT OF WORK AND BUDGET**

The intern will provide 20 hours of service per week for the academic summer, fall and spring semesters listed below. The intern will not be required to work when the University of New Orleans is closed for holidays which include spring and fall break.

This is a cost reimbursable contract. The payment schedule is listed below.

\*Project Costs and Pricing: \$29,233

**Fall 2024**

Dates: August 14, 2024-December 12, 2025

Total: \$12,114.00

**Spring 2025**

Dates: January 3, 2025-May 14, 2025

Total: \$12,213.00

**Summer 2025**

Dates: June 2, 2025-July 31, 2025

Total: \$4,906.00

**Total for Academic Semesters: \$29,233**

One invoice is due December 23, 2024

One invoice is due June 2, 2025

Final invoice is due August 10, 2025