Transmittal to Louisiana Legislative Auditor
of Comprehensive Budget Information

Transferring Agency: Office of the Lt. Governor/Department of Culture, Recreation & Tourism

Agency #: 267/Tourism **Program #: 200**

Receiving Agency or Entity

Name	Type	$ Amount
University of New Orleans - HRC	Contract	$62,459.00
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Please attach email submission/documentation.

Submitted by: Lynne M. Coxwell **Date Submitted:** 11/07/2013

CONTRACT FISCAL INFORMATION SHEET

PLEASE COMPLETE THIS FORM AND ATTACH TO CONTRACT WHEN IT IS TIME TO ROUTE CONTRACT FOR APPROVALS AND SIGNATURES.

CONTRACTOR'S NAME: University of New Orleans (Sponsored Programs)

CONTRACTOR'S ADDRESS: 452 CERM Bldg.,
Research and Technology Park
200 Lakeshore Drive
New Orleans, LA 70148

CONTRACTOR'S FEDERAL ID# or 72-0702000-33

SOCIAL SECURITY # _____

CONTRACTOR'S CONTACT PERSON: Carol J. Mitton

CONTRACTOR'S TELEPHONE: (504 280-5546

EMAIL ADDRESS: cmitton@uno.edu

TOTAL CONTRACT AMOUNT: $62,459.00 Amendment Amount: N/A

CONTRACT PERIOD: October 15, 2013 to April 30, 2015

FUNDING AGENCY: DCRT, Office of Tourism

SOURCE OF FUNDS: Agency Appropriation (N/A)
State: _____ Percent
Federal _____ Percent
Self-generated 100% Percent

Organ. 6792	Object _____	Sub object _____	Reporting Cat. 7419
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____
_Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

Contractor shall engage in an in-depth study of international visitors who traveled to Louisiana in 2013 to establish visitor profiles of various countries, to determine interests and spending habits.

STATE OF LOUISIANA

INTERAGENCY AGREEMENT

Be it known, that on the dates hereinafter written, the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "Department" or "LOT", and the University of New Orleans, Office of Research and Sponsored Programs, 2000 Lakeshore Drive, New Orleans, Louisiana 70148, hereinafter referred to as "UNO" or "Contractor," do hereby enter into this agreement under the following terms and conditions:

WITNESSETH:

WHEREAS, in accordance with La. R.S. 51:1254, the Office of Tourism was established to be responsible for the design, plan, development and implementation of the effective and accurate promotion of Louisiana's history, culture, art, folklife, recreational and leisure opportunities, natural and scenic resources, transportation, cuisine, sites, attractions, accommodations, and events, and is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, current data is indicating a steady growth in recent years in international tourism travel to the United States, necessitating the need to seek more information to capitalize on new travel trends, by increasing marketing efforts that are more concentrated on select international markets; and

WHEREAS, the United States Department of Commerce estimates that international tourism receipts for 2012 are $126.2 billion, an increase of approximately nine percent (9%) compared to 2011. Figures are estimated based on travel receipts for food, lodging, recreational activities, gifts, entertainment, local transportation and other purchases in the U.S.; and

WHEREAS, the Office of Research and Sponsored Programs (ORSP) at the University of New Orleans (UNO) handles all research contracts for UNO, including the Hospitality Research Center (HRC). Specifically, the ORSP has a compliance monitoring and service role to assist acquisition of external funds. They assist and advise in proposal preparation, proposal submission oversee the non-financial aspects once an award is secured as well as provide a partnership role both externally and internally to the University; and

WHEREAS, the LOT wishes to obtain the services of the Hospitality Research Center of the University of New Orleans, a public university program, to engage in an in-depth study of international visitors who traveled to Louisiana in 2013; and

WHEREAS, UNO has the resources and expertise to collect and compile current data and/or information obtained from a variety of resources on international travel to establish a profile of the top ten (10) international markets that visitors traveled from to Louisiana in 2013.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for the aforementioned public purposes of conducting tourism research to establish an international profile of Louisiana's international visitors to assist the LOT in targeting marketing and advertising efforts in foreign markets, the parties hereto agree to the terms set forth herein.

Scope of Services

As provided herein and in greater detail in the attached Exhibits, which are by this reference incorporated herein, Contractor hereby agrees to furnish the following services:

Basis for Study- Based on current data, the State is under the assumption that the top ten international markets for Louisiana are Canada, Mexico, France, the United Kingdom, Germany, Japan, Australia, Brazil, the Netherlands and China. The State wishes to confirm data and gather more extensive information, over a one-year period, about the international visitors by engaging in an in-depth research study to establish visitor characteristics for marketing purposes.

Research Pool – The population of study is international travelers who came to Louisiana in 2013 from the countries listed above, and international travelers from other countries not listed. The final data set will include a grand total of no less than 2,200 surveys.

Survey Design – Contractor shall design the survey questionnaire to be used to conduct the studies with international visitor respondents. The surveys will gather visitor profiles and travel behavior information for each country and will measure visitor expenditures, length of stays, lodging, means of transportation, primary activities, dominate reason for visiting, and visitor demographics. LOT will review and approve the survey questionnaire instrument prior to the conducting of surveys.

Method for Conducting Surveys – The independent surveys will be conducted online by a qualified survey company that will be selected and hired by HRC and is subject to LOT approval. LOT shall consult with UNO as necessary to provide direction and to assist in selecting a qualified sub-contractor to translate the questionnaires and conduct the surveys. The sub-contractor will 1) translate the questionnaire into seven languages; 2) monitor the progress toward completion of appropriate quotas for each of the subject groups; 3) edit the complete questionnaires for accuracy and completeness; and 4) submit the complete questionnaires to HRC. Contractor will monitor the quality of the results and resolve discrepancies from the sub-contractor as well as analyze data and findings, design report tables, and prepare results to be included in final presentation, inclusive of creative graphs and tables that are easy to interpret.

Report of Findings - Upon completion of the analysis, the Contractor shall produce the **Louisiana International Visitors Profile "Profile" (Final Report)**. LOT will provide input for the desired outcome of the study and the format for reporting the final results. The Final Report shall include profiles of the 2013 visitors to Louisiana from each of the ten (10) countries, and a summarized analysis of International Visitors to Louisiana, with recommendations for future promotional efforts. Contractor shall submit to the Department an electronic copy and a PDF of the Final Report no later than **February 28, 2015.**

Payment Terms

In consideration of the services described herein, the LOT hereby agrees to pay to Contractor a maximum fee in the amount of **Sixty-Two Thousand Four Hundred Fifty-Nine Dollars and No Cents ($62,459.00).** Travel and other reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed. Payment will be made only on approval of the State's Contract Monitor, Lynne Coxwell, her supervisor, or successor.

If progress and/or completion to the reasonable satisfaction of the LOT are obtained, LOT shall remit payments as follows:

The first payment of $29,700 will be remitted to UNO after UNO's submission of the following: 1) a copy of the agreement with the selected sub-contractor responsible for translating the surveys into the various languages and conducting surveys and 2) and original dated invoice on organization letterhead that notes the contract number, services provided, and the specific amount of the payment request. The sub-contractor agreement and first invoice should be received by the State by **December 11, 2013**.

The second payment of $16,379.50 will be remitted to UNO after UNO's submission of the following: 1) a copy of the approved survey instrument, 2) proof that individual online surveys are being conducted (documentation to support data collections and international profile information gathered), and 3) an original dated invoice on organization letterhead that notes the services being performed and the specific amount of the payment request. The LOT must receive adequate documentation of service progress and the second invoice by **June 30, 2014.**

The final payment of $16,379.50 will be remitted to UNO following completion of all services and submission of the **Louisiana International Visitors Profile**, with an original dated invoice which shall note the specific amount of the payment request. The Final **Report** must be approved and accepted by the State's Contract Monitor. The LOT must receive the **Final Report** and the final invoice by **February 28, 2015.**

Payment for services is also contingent upon final approval of this Agreement by the Louisiana Division of Administration, Office of Contractual Review in accordance with La R.S. 39:1481, and the continued availability of funds to fulfill the requirements of this Agreement.

Contractor is informed that no funds appropriated under Act 14 of the 2013 Regular Legislative Session shall be transferred to an entity which is not a budget unit of the state unless the Contractor executes a copy of this Agreement and submits to the state for approval a comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. LOT shall submit the Agreement, the Budget, and any other required information to the Louisiana Legislative Auditor for approval.

Termination for Cause

The Department may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Agreement, provided that the Department 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 the said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate this Agreement for cause upon the failure of the Department to comply with the terms and conditions of this Agreement, provided that Contractor shall give the Department written notice

specifying the Department's failure and a reasonable opportunity for the Department to cure the defect.

Termination for Convenience
The Department may terminate the Agreement at any time by giving thirty (30) days written notice to Contractor. The Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

Remedies
Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

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 Contractor's obligation and identified under Federal tax identification number 72-0702000(33).

Ownership and Publication Rights
For the purposes of this Agreement, the definition of "Material" shall include all records, reports, documents, and data that in the broadest sense measure or describe the forecasts of travel and tourism on Louisiana's economy. For the purposes of this Agreement, Material delivered or transmitted by the Department to the Contractor which the Department considers to be confidential shall be in writing, and shall be conspicuously marked "Confidential Information" or similar restrictive legends. Contractor shall use reasonable efforts not to disclose such Confidential Information to third parties, except when Material: (a) at the time of receipt is public knowledge, or later becomes public knowledge through no fault of Contractor, or (b) is shown by written records to have been in the possession of Contractor prior to its disclosure; or (c) is received from a third party who neither directly nor indirectly obtained it from Department; or (d) is required to be disclosed by a court or government agency, or is reasonably believed to have significant implications for public health or public safety – provided in such a case that Department is given reasonable notice and opportunity to contest the disclosure. These confidentiality obligations shall continue until three years after the termination of the Agreement. For the purposes of this agreement, the definition of "Intellectual Property" shall include only data handling or data presentation methodologies developed by the Contractor during the performance of the Scope of Services, whether or not patentable. While Material may have been used in the discovery or development of the data handling or data presentation methodologies, the definition of Intellectual Property shall not include methodologies or techniques that require the use of Material to be implemented.

All Material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this Agreement. Copies of all Material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall be provided to the Department, upon request, at Contractor's expense, at termination or expiration of this Agreement.
Ownership and title to any Intellectual Property shall reside with the Contractor. The Department shall, however, be entitled, upon request, to a non-exclusive, non-transferable royalty free license to any such Intellectual Property.

Because the Contractor is a public university, the Department recognizes that university policy requires that the results of this project must be publishable, and agrees that faculty engaged in the project shall be permitted to present at professional meetings and to publish in journals, theses, or dissertations, or otherwise publish through means of their choosing, methods and results of the project; and that Contractor shall own the copyright in such scholarly works; provided, however, that such publication or disclosure does not include Material deemed confidential by the Department.

To avoid public disclosure of Material deemed confidential by Department, Contractor shall furnish the Department copies of any proposed publication or presentation at least sixty (60) days prior to submission of such proposed publication, presentation, or public disclosure to a journal, editor or other third party. The Department shall notify Contractor in writing and prior to the expiration of this sixty day (60) period, whether such Materials describe any material considered confidential by the Department. Upon receipt of notification of concerns from Department, Contractor shall make the necessary deletions or alterations of the Material to satisfy the concerns of the Department.

Contractor acknowledges that failure to provide such proposed publication or presentation materials at least sixty (60) days prior to an actual submission for publication or presentation is a material breach of this Agreement and that such breach could cause Department irreparable harm.

Assignment

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Department, provided however, that claims for money due or to become due to the Contractor from the Department may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

Auditors

It is hereby agreed that in accordance with La. R.S. 24:513, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration and/or the Department of Culture, Recreation and Tourism auditor shall have the option of auditing all accounts of Contractor that relate to this Agreement.

Amendments in Writing

This Agreement is not effective until it has been approved by the director of the Louisiana Division of Administration, Office of Contractual Review. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties, and approved by the Director of the Office of Contractual Review, Division of Administration.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose,

and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Term of Agreement

This Agreement shall begin on **October 15, 2013** and shall terminate on **April 30, 2015.**

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 Agreement 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 Agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 9th day of October, 2013.

WITNESSES:

Department of Culture, Recreation and Tourism, Office of Tourism

Kyle Edmiston 10/9/13

Kyle Edmiston, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 10th day of October, 2013.

Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

THUS DONE AND SIGNED AT New Orleans, Louisiana on the 30th day of October, 2013.

WITNESSES:

University of New Orleans

~~Peter J. Fos, President~~
Gregg Lassen
Vice President for Business Affairs

Exhibit A

Contractor: University of New Orleans, Office of Research and Sponsored Programs
Agency: Department of Culture, Recreation and Tourism, Office of Tourism
Contract Monitor: Lynne Coxwell, Policy Planner II

Goal: The purpose of this Agreement is to conduct surveys with international travelers who visited Louisiana in the 12-month period of 2013.

Objective: The objective is to establish international visitor profiles on Louisiana travelers from various countries to determine the amount of visitor spending, length of stays, means of transportation, primary activities, dominant reason for visiting, demographics and other characteristics of the travelers, to have the means to more effectively target marketing efforts.

Deliverables: Deliverables shall include all components of the Scope of Services including: 1) the customized approved survey questionnaire/instrument, 2) documentation showing progress, to include data collections, 3) meetings as necessary to discuss progress and to select the sub-contractor for converting the questionnaire into various languages and to conduct surveys, 4) one electronic PDF of the Louisiana International Visitors Profile and 5) original dated invoices on organization letterhead.

Performance Measures: The Contractor's performance will be measured by: 1) the content of the customized survey instrument/questionnaire, 2) participant selection, 3) progress in collecting visitation of international travelers through compiling and analyzing data, 4) relevance and usefulness of the information included in the analysis, 4) conclusions based on analyzed results, 5) format used to present the information, and 6) by the Contractor's ability to adequately present findings, implications and conclusions, with useful recommendations. Performance will also be measured by the delivery of services within the timeframe established in the Agreement, and by the ability of the Contractor to cooperate with the Contract Monitor revisions in processes and refinements for the Final Report.

Monitoring Plan: Lynne Coxwell will serve as the State's Contract Monitor, and will ensure that services are completed according to the terms of this Agreement in the following manner:

- Maintain regular email contact with the Contractor to ensure progress and timely feedback on concept, methodology, and procedures in order to ensure efficient progression.
- May require periodic meetings between the Department and the Contractor to ensure that the goals and objectives are being met in accordance with the terms of the Agreement.
- Review submitted documentation for approval, provide feedback regarding information submitted, and to communicate any request for necessary revisions or adjustments needed for the final document.
- Ensure compliance with all terms of the Agreement prior to authorizing any release of payment for services, after the receipt of the invoice.
- Complete and submit a Performance Evaluation of services to the DCRT, Office of Management and Finance within 45 days of the completion of services or the termination

or expiration of this Agreement.

Utility of the Final Product: The Department will use the findings from the International Visitors Profile Report in promoting Louisiana travel resources and assets to international visitors. The Profile will assist the State in targeting marketing and advertising campaigns to international visitors.

Exhibit B

International Visitors Profile Study
2013-14 Budget

Professional Personnel	$10,000
Fringe @ 41%	4,100
Graduate Research Assistant	4,200
Total Personnel	$18,300
Printing & Long Distance Phone Calls	$251
Supplies	$120
Qualtrics Survey	$29,700
Translation Fees	$1,200
Direct Costs	$49,571
Overhead @ 26%[2]	$12,888
TOTAL COST	**62,459**

[2] Off campus rate is 26%. The indirect rate should be applied to total direct costs, excluding (1) subcontracts in excess of $29,700.