AGREEMENT FOR GENERAL SERVICES
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
AND
DETROIT EDUCATIONAL TELEVISION FOUNDATION

This AGREEMENT FOR **VIDEO PRODUCTION, BROADCAST AND DIGITAL DISTRIBUTION AND UNDERWRITING** SERVICES is made between **THE REGENTS OF THE UNIVERSITY OF MICHIGAN ("University"), a Michigan Constitutional Corporation**, Ann Arbor, Michigan, and **DETROIT EDUCATIONAL TELEVISION FOUNDATION, a/k/a DETROIT PUBLIC TELEVISION and WTVS and CHANNEL 56, a Michigan non-profit corporation,** ("Supplier").

The following terms and conditions shall be observed. Any Supplier terms and conditions included with Supplier's invoice or any other document provided by Supplier shall be of no effect.

1.0 Description of Services. Supplier hereby agrees to provide **IDEATION, SCRIPTING, VIDEO PRODUCTION, BROADCAST AND DIGITAL DISTRIBUTION AND UNDERWRITING SERVICES,** "Services" defined in Exhibit A and to comply with all "Specifications", which may be included in the Services description at Exhibit A. Unless otherwise expressly stated herein, this Agreement does not confer on Supplier the right to be the exclusive provider of the Services to the University.

2.0 Term. The initial term of this Agreement will begin on May 15, 2015 and end on November 30, 2017 or until satisfactory completion of services, whichever occurs first. Time is of the essence in this Agreement.

3.0 Performance Standard. Supplier agrees to perform the Services described in this Agreement to the satisfaction of the University and with the standard of care and skill of an expert regularly rendering Services of the type required by this Agreement, and in conformance with all applicable federal, state, local and University law, regulation, ordinance and license.

4.0 Warranties and Representations of Supplier. Supplier acknowledges that the University is relying on these representations and warranties as essential elements to this Agreement, representing as they do, material inducements, without which the University would not have entered into this Agreement.

4.1 General Services Warranty. Supplier warrants that all Services provided shall conform to the level of quality performed by experts regularly rendering this type of Service.

4.2 Qualifications. Supplier warrants that it, as well as its employees, agents and subcontractors engaged to provide items or Services under this Agreement (collectively "Supplier Personnel"), has and will maintain all the skills, experience, and qualifications necessary to provide the Services contemplated by this Agreement, including any required training, registration, certification or licensure.

The required qualifications, by way of example only and without limitation, shall expressly include (a) all qualifications identified in Exhibit A.

4.3 Conflict of Interest. Supplier warrants that to the best of Supplier's knowledge, there exists no actual or potential conflict between Supplier and the University, and its Services under this Agreement, and in the event of change in either Supplier's private interests or

Services under this Agreement, Supplier will inform the University regarding possible conflict of interest which may arise as a result of the change. Supplier also affirms that, to the best of Supplier's knowledge, there exists no actual or potential conflict between a University employee and Supplier.

4.4 Nondiscrimination. Supplier warrants that Supplier is an equal opportunity employer and that, during the performance of this Agreement, it will comply with Federal Executive Order 11246, as amended, The Rehabilitation Act of 1973, as amended, and the respective regulations thereunder, and the Michigan Civil Rights Act of 1976.

4.5 Good Standing. Supplier warrants that Supplier is a legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Michigan.

4.6 Noninfringement. Supplier warrants that the Supplier's Services and/or the University's use of products, processes, techniques and methodologies provided by Supplier or developed by Supplier shall not infringe upon the copyright, patent or other proprietary rights of others.

5.0 Financial Arrangement. The detailed financial arrangement is in Exhibit B.

6.0 Termination.

6.1 Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided the breach continues for thirty (30) calendar days ("Cure Period") after receipt by the breaching party of written notice of the breach from the non-breaching party. Cure of the breach within the Cure Period shall continue the Agreement in full force and effect, provided however three (3) breaches of a material provision are an independent material breach not subject to cure.

6.2 Immediate Termination. The University shall have the right to terminate this Agreement immediately upon notice to Supplier should any of the following situations occur:

6.2.1 Supplier or Supplier Personnel do anything to harm the business reputation of the University;
6.2.2 Supplier or any Supplier Personnel is excluded from a federal health care program;
6.2.3 If any warranty or representation of the Supplier in this Agreement is or becomes false or untrue;
6.2.4 A person's health or safety is or may be in imminent and serious danger due to the actions or inaction of Supplier or Supplier Personnel;
6.2.5 There may be imminent and serious harm to the environment or the University property from Supplier's acts or inactions or those of Supplier Personnel; or
6.2.6 The University reasonably determines Supplier has violated a law in providing the Services.

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6.3 Without Cause Termination. It is expressly understood and agreed that either party may terminate this Agreement, with or without cause, by providing at least thirty (30) calendar days advance written notice of the termination date to the other party.

6.4 Change in Law. If, subsequent to the execution of this Agreement, it is determined by either party's legal counsel that this Agreement or any of its provisions may violate or does violate any law, rule, or regulation, the parties agree to renegotiate the provision(s) so that it (they), as well as this entire Agreement, complies with the law, rule or regulation. If the parties are unable to come to an agreement within thirty (30) calendar days, either party may, without further notice, immediately terminate this Agreement.

7.0 Copyright,

7.1 Copyright is addressed in Exhibit A Section 1.0.

8.0 Insurance Coverage and Levels. Unless more specific insurance provisions are attached, Supplier shall, at Supplier's expense, obtain and maintain the following coverage's:

8.1 Commercial general liability insurance, including contractual products and completed operations insurance ($1 million per occurrence/$3 million annual aggregate).

8.2 Worker's Compensation at statutory limits in accordance with the appropriate State of jurisdiction including Employer's liability (with minimum $500,000).

8.3 Automobile liability for owned, non-owned and hired vehicles minimum limit ($1 million each accident).

8.4 Supplier agrees to have the Regents of the University of Michigan added as additional insured with respect to Commercial General Liability Insurance for purposes of contract performance and any personal or property damages arising out of the Agreement.

8.5 Supplier agrees to provide the University with thirty (30) days prior written notice of any reduction in limits or cancellation of any of the above insurance.

8.6 Supplier shall provide the University with a certificate of the above insurance coverages and amounts. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of it will not relieve the Supplier of I ts liabilities and obligations under this Agreement

9.0 Indemnity. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students (if the University) from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.

The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

10.0 Audit. The Supplier is responsible for keeping accurate and reasonable records related to its performance and obligations under this Agreement. In particular, records will be kept documenting any price, cost or budget computations required under the Agreement. The Supplier

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agrees that the University or its duly authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of the Agreement. The Supplier shall make available to the University or its agents all such records and documents for audit on the Supplier's premises during regular and reasonable working hours within ten (10) business days of a written request for availability. Supplier agrees to either (a) allow the University to make and retain copies of those documents useful for documenting the audit activity and results or (b) sequester the original or copies of those documents the University identifies for later access by the University. The Supplier further agrees to disclose within ninety (90) days of receipt any independent auditors' reports, which bear directly on the performance or administration of this Agreement.

The right to audit shall include periodic examinations of records throughout the term of the Agreement and for a period of three (3) years after its termination. The right to audit shall also apply to agents and subcontractors hired by the Supplier for the purpose of fulfilling the Agreement. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, the University may recoup the costs of the audit work from the Supplier.

11.0 Confidentiality. Except for the documentary vignettes envisioned and described in Exhibit A, Supplier shall keep confidential and not disclose to third parties any information developed or created under this Agreement or provided by the University or by private individuals, organizations or public agencies pursuant to this Agreement, including protected financial information under Gramm-Leach-Bliley Act, unless Supplier has received the prior written consent of the University to make the disclosure or unless required by law or legal process. Only Supplier Personnel with a need to know may have access to or use University information.

This obligation of confidentiality does not extend to information that is or shall become through no fault of Supplier available to the general public.

12.0 Operational Matters.

12.1 Except as otherwise expressly provided in this Agreement, Supplier shall be responsible for payment of all business expenses incurred while providing the Services.

13.0 Miscellaneous.

13.1 Use of the University Name and Marks. The University acknowledges Supplier's right to make, without the consent of the University, public statements regarding the existence of the contract, its terms and conditions and an accurate description of the products or services being supplied. The University also acknowledges and gives consent to the use of its Name and Mark where appropriate and only as part of the vignettes being created. However, except as permitted by the previous sentences, Supplier may never make any public statement (for example a press release or any form of advertisement) describing the University's relationship with Supplier or implying or stating the University's endorsement of Supplier or Supplier's product or services without the prior written consent of the University's Office of Communications excepted as described in Exhibit B, Section 2.0. The University may withhold its consent in its absolute discretion. Supplier acknowledges that the University will require ten (10) business days to consider

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any request for consent. Supplier may not under any circumstances use any University Trademark.

13.2 Independent Contractor Status of Parties. It is expressly understood that Supplier is an independent contractor and not the agent, partner, or employee of the University. Supplier and Supplier Personnel are not employees of the University and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Supplier shall not have any authority to enter into any contract or agreement to bind the University and shall not represent to anyone that Supplier has such authority.

13.3 Assignment. Supplier may not subcontract, assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of the University.

13.4 Notices. Any notice to either party must be in writing, signed by the party giving it, and served to the addresses indicated on the Signature page (or to such other addressee as may be later designated by written notice) by personal delivery, recognized overnight courier service, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices shall be effective when received, but in no event later than three (3) days after mailing.

13.5 Entire Agreement, Amendment. This Agreement and its Exhibits constitute the entire understanding between the parties with respect to the subject matter and may not be amended except by an agreement signed by Supplier and an authorized representative of the University. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

13.6 Severability. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

13.7 Governing Law, Construction and Venue. This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against The Regents of the University of Michigan shall be brought in the Michigan Court of Claims. Supplier, its successors and assigns, consent to the jurisdiction of the Washtenaw County Circuit Court for the State of Michigan with respect to any claims arising under this Agreement.

13.8 Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

13.9 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

13.10 Survivability. Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, warranty and choice of law and venue.

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13.11 Execution. This Agreement may be executed in duplicate, each of which when executed and delivered shall be an original. The parties acknowledge and agree that this Agreement has been mutually discussed, negotiated, and drafted by the parties.

13.12 No Third Party Rights. Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.

13.13 Force Majeure. Neither Supplier nor the University shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the University. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

13.14 Tax Exempt Status. Supplier acknowledges that the University is a tax-exempt institution, granted such status by authorized taxing units of State of Michigan, and is exempt from Federal Excise Tax and Michigan General Sales Tax (see Michigan Public Act 167 of 1933.Section 4 as amended).

13.15 Dispute Resolution. Supplier and the University will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

13.16 Freedom of Information Act. Nothing in this Agreement shall in any way limit the ability of the University to comply with any laws or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to the University are subject to the State of Michigan Freedom of Information Act ("Act") and may be released to third parties in compliance with that Act or any other law will not constitute a breach or threatened breach of this Agreement.

This Agreement becomes binding when signed by both parties.

SUPPLIER
DETROIT EDUCATIONAL
TELEVISION FOUNDATION:

By: Kenneth A Barnach

Printed Name: Kenneth A. Barnach
CFO

FOR THE REGENTS OF THE
UNIVERSITY OF MICHIGAN

By: Judith A. Rengert

Printed Name: Judith A Rengert

Title: Chief Financial Officer

Date of Signature: 6/28/2015

Address (for notices):

1 Clover Court

Wixom, MI 48393

Title: Sr. Procurement Agent

Date of Signature: 6/30/2015

Address (for notices):

7071 Wolverine Tower

3003 South State Street

Ann Arbor, MI. 48109

EXHIBIT A
SCOPE OF SERVICES
General Services

1.0 **Scope of Services to be Provided.**

Supplier will provide a short-form vignette documentary series to air on Detroit Public Television (DPTV) throughout 2017 as part of a multimedia effort of recognize 200 years of the University's role as an educator and institution in the state, nation and world.

The deliverables from the Supplier include a package of no less than eight (8) and up to ten (10) broadcast and web vignettes, under the concept title *Legacy of Leaders* (working title). Each vignette will be presented in a one-minute over-the-air broadcast version that will be broadcast on DPTV during prime-time and weekend station breaks. These short versions will redirect to DPTV's *Legacy of Leaders* On Demand website, where viewers can watch full-length 6-7 minute versions that go more in-depth on each subject.

These full-length web and digital distribution versions will also be made available to the University to use on their website(s), and will also be presented together, edited and hosted as an hour-long program special to air on DPTV. Depending on the University's desired roll-out strategy, a new vignette can air every month starting in January 2017, culminating in the airing of the broadcast special in the fall 2017.

Broadcast and Multi-Platform Distribution Channels: The Supplier agrees to broadcast the collection of vignettes on WTVS DT Channel 56.1 and WTVS DT Channel 56.2, two of their over-the-air channels. The Supplier projects each of the individual themed vignettes airing 20-30 times on the broadcast channels (Channel 56.1 and Channel 56.2). Over a three to four month period, the Supplier forecasts a rotation of three new vignettes per month. Pending an agreed upon start and conclusion timeframe for the bicentennial celebration calendar, the Supplier agrees to reschedule all of the vignettes over that time period.

The Supplier will also make the vignette series available for any and all cable systems' local on-demand channels. Currently, Comcast is accessed by the Supplier for this type of on-demand distribution platform.

The Supplier also will place, schedule and promote the vignette productions for on-demand viewing on their website (www.dptv.org). The Supplier agrees to make the vignette productions circulated and available to OTT (over the top) platforms like the PBS Channel on Apple TV. YouTube distribution shall also be considered as an option, with agreement from the University. The Supplier agrees to provide on-going online analytics to the University to verify the performance of the assets. The University also agrees to share any analytics information on the vignettes that are posted for playback on University sites.

The Promotion and Marketing of these bicentennial vignette production assets will be accomplished with the support of the Supplier's media vehicles. The Supplier agrees to include specific efforts to promote the vignette productions, including, but not limited to: regular email blasts to DPTV members (~ 70,000 weekly), DPTV print publication *Signal* magazine and a robust social media plan using Facebook, Twitter, Pinterest, Instagram and others, leveraging DPTV station databases of over two hundred thousand names.

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Collaboration: The University and Supplier (DPTV) agree to produce the vignette elements collaboratively, as a Co-Production. To accomplish the Co-Production, the parties agree that the funding for the project should come from somewhere other than the University. In this Co-Production an editorial team representing both the University and DPTV will provide oversight for the project. The parties agree that the University has the right to review the finished products for factual errors only-not direction, tone, etc. In this relationship of a Co-Production, the University and Supplier work together from concept to completion. The interactions include script review, production review and involvement throughout the production with the responsibility for budget and timeline.

The Supplier takes full responsibility for the production including research, scripting and production. The University and Supplier will agree upon topics to be covered, the budget to cover the project costs and a timeline for the finished project. To the extent the University has the rights to do so, the University agrees to provide access to its libraries and archives will license or give permission to use those materials that would be included in the production.

As a Co-Production, both parties shall jointly hold any rights in any intellectual property created pursuant to the Agreement and its exhibits. Nothing in this Agreement and its exhibits shall transfer any rights in extant intellectual property. The Supplier is not interested in maintaining exclusive rights to the material produced for this project. Both parties have the right to use and allow others to use the final production in any manner for non-commercial purposes.

2.0 Changes, Alterations and Modifications to Services. The University may at any time by a written order change the extent of the Services covered by this Agreement, the drawing, specifications or other description, or the time of completion. Promptly upon receipt of the details of any change, Supplier shall either advise the University that the change will not affect its costs, or furnish: (a) a breakdown of estimated cost and changes to the Financial Arrangement of Exhibit B resulting from the requested change and (b) a statement of any necessary changes in the time of completion. Supplier's failure to advise the University within ten (10) business days of the effect of any change in cost or completion time shall constitute Supplier's consent to conform to the change without change to the Financial Arrangement, or without change in other terms and conditions of this Agreement. If the change causes a material increase or decrease in costs, then an equitable adjustment of the Financial Arrangement to be paid to Supplier shall promptly be negotiated by the University and Supplier and incorporated as an amendment to this Contract.

3.0 Reporting.

3.1 In performing the Services under this Agreement, Supplier shall report to Stephen Schram, Director of Michigan Public Media

3.2 In contracting the services under this agreement, the University shall coordinate and give notices to Jeff Forster, Exec Vice President, Detroit Public Television.

EXHIBIT B
FINANCIAL ARRANGEMENT
General Services

The University will pay fees to Supplier for Services performed under this Agreement as follows:

1.0 Supplier Fee.

For the services to be provided by the Supplier, including the following deliverables and assets, as described in Exhibit A:

- research, writing, directing and video production of the **bicentennial vignettes** (short and long form versions)
- production and broadcast of the **UM Bicentennial themed one-hour pledge special** on DPTV. Donations made to DPTV during any pledge special are retained by DPTV and are separate from the supplier fee.
- **broadcast inventory units** used to air the one-minute short form vignettes on DPTV Channels 56.1 and 56.2 during calendar year 2017
- distribution, upload and digital hosting the **long form bicentennial vignettes** on Supplier vanity website, mutually agreed upon social media channels (YouTube, others) and on-demand channels via local cable company
- promotion and publicity for the UM Bicentennial vignette project with DPTV, conveyed thru press releases, Supplier's in-house print publications, social media channels and email newsletters to DPTV members, donors and viewer community

The agreed upon fee of $ 100,000 will be self-funded by the Supplier. The University shall have no direct funding obligation for the delivery of this project as outlined above, and in Exhibit A.

2.0 Authorization, University considerations and Terms of Supplier self-funded project fee

The Supplier is authorized to solicit funders on behalf of itself, and for the benefit of the University, to cover the expenses of the project. The University agrees to provide a letter of authorization on its institutional letterhead to share with prospective donors and corporate support clients. The authorization letter is to be signed by the University's Vice President for Development and the Executive Director for the UM Bicentennial. The proposed text of the authorization letter follows below:

[on University of Michigan letterhead]

~~May~~ XX *xx, 2015*

The University of Michigan (U-M), its Bicentennial Advisory Committee, and U-M Development are pleased to be working with Detroit Public Television (DPTV) in co-producing a series of historical vignettes to mark the U-M bicentennial in 2017.

As production partners, DPTV and U-M are documenting an initial eight to ten key stories in the history of the university that illustrate ways in which the institution ignited the sparks necessary

for world-changing minds, attitudes, and accomplishments from the 19th century through the new millennium.

Each vignette will be presented in a one-minute broadcast version that can run on DPTV, Detroit's PBS station, during prime-time and weekend station breaks. These short versions will direct viewers to websites including the related U-M websites and to DPTV's University of Michigan Legacy of Leaders On-Demand website. Online viewers will be able to watch full-length 6-7 minute versions that go more in-depth on each subject. They will be fully shared using social media by both institutions and others. The longer versions will also be combined as part of an hour-long program special to air on DPTV during 2017.

U-M is providing DPTV with access to its extensive historical records and experts. DPTV in turn is crafting the broadcast and online vignettes in the co-production arrangement, which will also give U-M students opportunities to gain internship experience in research and production.

The project depends on donations to DPTV to cover the costs of production. Therefore, DPTV is seeking the funding to cover the production and initial distribution costs in coordination with U-M. U-M encourages and looks forward to recognizing such support of DPTV for this important bicentennial story-telling project. Together, we thank you for your consideration.

Sincerely,

Jerry May
Vice President for Development

Gary Krenz
Executive Director, U-M Bicentennial

It is anticipated that a number of prospective donors for the project are also donors to the University. In support of the project, and in order to further incentivize these donors to contribute, the University shall offer recognition credit to U-M donors who make gifts to Supplier (DPTV) for the bicentennial vignette and special program project, with these parameters:

- Raising the stated goal is the responsibility of Supplier. The University will not be engaged in actively fundraising for the project.
- The University will provide a letter of support for the project for Supplier's use in speaking with prospective donors.
- Only existing U-M donors and alumni who make gifts of $5,000 or more to the project will be offered U-M donor recognition credit. Supplier understands in any communication to prospective shared donors to this project that gifts to the Supplier bicentennial vignettes project will not be included in the Victors for Michigan campaign totals.
- Recognized gifts to the project will not count towards the donor's U-M Athletics preferred seating donations points program.

- Supplier will, periodically throughout the stewardship and solicitation portion of the fundraising effort, and once the goal is reached, provide U-M with a list of donors, contact information, and gift amounts so that the appropriate recognition credit can be assigned. If donor wishes to remain anonymous, DPTV will include the name of the donor in its report to U-M on the condition that

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U-M also maintain the donor's anonymity. Donors' gifts will be noted in their U-M development file in DART and will add to their lifetime giving total. In addition, U-M will have a page on the Bicentennial website (beginning in January 2016) acknowledging sponsors and donors for Bicentennial activities, other than those who wish to be anonymous.)

3.0 Expenses.

Travel Expenses. All Travel expenses are the sole responsibility of the Supplier.

4.0 Other Expenses. All other reimbursable expenses, such as photocopies, supplies, photography, communication expenses and reproduction shall be the sole responsibility of the Supplier.

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