

LAS POSITAS COLLEGE
OFFICE OF
ADMINISTRATIVE SERVICES

MEMORANDUM

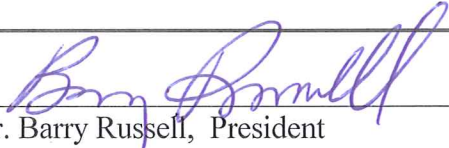
TO: Lorenzo Legaspi
Vice Chancellor, Business Services

FROM: Administrative Services

DATE: December 19, 2013

SUBJECT: Board Agenda Request – Agreement MTV Networks, Las Positas College


APPROVED BY: _____


Dr. Barry Russell, President

Attached is a Board Agenda Request for January – Agreement MTV Networks on Campus and Las Positas College. The item has been reviewed and approved by:

 _____ Dr. Janice Noble, Vice President, Academic Services

 _____ Diana Rodriguez, Vice President, Student Services

 _____ Stephen Gunderson, Senior Instructional Systems Network Specialist

CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT

January 21, 2014

Agenda Item:

Subject: Approval of Agreement MTV Networks on Campus, Inc., Las Positas College

Background: Launched in 2004, mtvU is the only comprehensive television network platform created just for the college audience and has direct partnerships with more than 750 schools nationwide. Programming includes an eclectic mix of music, original short-form programming, hourly news reports, and pro-social campaigns throughout its broadcast. mtvU broadcasts directly to each campus via satellite and monitors will be installed in the cafeteria and fitness center. mtvU provides all the equipment, installation services, programming and maintenance at no cost to the college. This system includes a digital signage component, allowing LPC to insert information into the broadcast up to four (4) times an hour, every hour.

The period of this new agreement is January 22, 2014 through January 22, 2017 and will automatically renew for successive one (1) year periods at the end of each year unless terminated by either party upon thirty (30) days notice.

Recommended Action: That the Board of Trustees approves the agreement between MTV Networks on Campus, Inc., and Las Positas College for the period January 22, 2014 through January 22, 2017. It is further recommended that the Board authorize the Vice Chancellor, Business Services, to execute the appropriate documents pertaining to this agreement on behalf of the District.

Submitted: Lorenzo Legaspi /Date

Approved: Jannett N. Jackson/Date

_____ APPROVED

_____ DISAPPROVED

_____ TABLED

December 12, 2013

Ms. Diana Rodriguez
Vice President Student Services
Las Positas College
3000 Campus Hill
Livermore, CA 94551

Ms. Rodriguez:

This letter sets forth the agreement (the "Agreement") by and between MTV Networks On Campus Inc. ("MTVN"), located at 1515 Broadway, New York, NY 10036 and Las Positas College ("School"), located at 3000 Campus Hill, Livermore, CA 94551 with respect to MTVN's program service entitled "mtvU" (the "Service") and related equipment (including, LCD Monitors and a DSS Satellite Receiving Dish) necessary for School to exhibit the Service (collectively, the "Equipment") in the Locations (as defined in Section 1 below). This Agreement, when executed by School and MTVN, shall constitute a valid and binding agreement between School and MTVN, granting School a non-exclusive license and right to distribute the Service in the Locations on the terms and conditions set forth herein.

1) (a) MTVN shall deliver the Equipment to School and MTVN shall install the Equipment in each School location set forth in the following table (collectively, the "Locations"). School covenants and agrees that at all times during the Term (as hereinafter defined), the Locations shall maintain a potential average attendance of at least the number of individuals as set forth below:

Locations	Number of Monitors	Average Attendance
Cinema Area Dining Room	1 (46")	300-400
Dining Room	2 (46")	300-400
Fitness Center 1: Room 202	2 (40")	100
Fitness Center 2: Room 203	2 (40")	100

(b) MTVN agrees that at a mutually agreed upon site at the Locations, MTVN or its designee(s) shall install one (1) satellite-receiving dish and such other Equipment as, in MTVN's sole and absolute discretion, may be necessary to receive and exhibit the Service in the manner contemplated hereby.

(c) School further covenants and agrees that at all times during the Term: (i) School shall provide all necessary electricity and electrical outlets necessary and appropriate for the proper installation and maintenance of the Equipment and exhibition of the Service in the manner contemplated hereby, (ii) the Equipment may not be used for any purpose other than for receipt of the Service in the manner expressly contemplated hereby and (iii) subject only to Equipment failures (in which case School shall promptly notify MTVN as provided in Section 3 below), all Equipment including, without limitation, all monitors at the Locations, shall be turned on, audible and operating during the hours that the respective Locations are open, it being expressly understood and agreed that School shall not remove, discontinue or interrupt the carriage of the Service in any Locations at any time during the Term, except as set forth in Section 1(d) herein. School shall not be permitted to edit, insert, compress, cherrypick, delay,

alter, add to or delete any material including, MPEG or any other data, from any portion of the Service.

(d) School may determine, in its reasonable discretion, to temporarily discontinue Services due to a special event scheduled at the Locations ("Special Event"), provided, however, School shall notify MTVN forty-eight (48) hours in advance and in writing via e-mail of said Special Event, which shall not exceed, on average, four (4) times per month during the Term.

2) As promptly as practicable following the execution of this Agreement, MTVN shall provide to School a detailed plan for installation of the Equipment. All work performed by MTVN or its designee(s) shall be performed in compliance with all relevant codes and School standards that are disclosed to MTVN prior to the commencement of such work with respect to safety and roof penetration. All work shall be performed in conformity to approved plans and subject to inspection by School. It is also expressly understood and agreed that MTVN, at its sole option and discretion, may delay or suspend any new site installations at School.

3) School shall notify MTVN as soon as possible, but in no case later than forty-eight (48) hours if any of the Equipment is malfunctioning and School shall include in its notice all information related to the nature of the malfunction.

4) No later than five (5) business days following the date of execution hereof (and from time to time during the Term to the extent of any change(s)), School shall provide MTVN with the name of a contact person to be responsible for liaison with MTVN, and such person shall be available to MTVN during normal business hours.

5) The selection, scheduling, substitution and withdrawal of any program or portion thereof contained on the Service shall at all times remain within the sole and absolute discretion and control of MTVN. Notwithstanding the foregoing, the Service shall not include commercial advertisements for the following categories: cigarettes and tobacco products, beer and alcoholic beverages, "900" numbers, guns and other weapons and religious and political oriented advertisers.

6) MTVN or its designee shall at all times during the Term remain the owner of the Equipment and MTVN makes no representations or warranties to School with respect thereto.

7) The term of this Agreement shall be for a three (3) year period, commencing on January 22, 2014 and continuing through January 22, 2017 (the "Term") unless sooner terminated in accordance with this Section 7. The Agreement shall automatically renew for successive one (1) year periods at the end of each expiration date from the previous Term unless either party notifies the other in writing at least thirty (30) days prior to the then-relevant expiration date of its intent to terminate. Either party may elect to terminate this Agreement upon thirty (30) days written notice to the other party, if the other party breaches any material provision or fails to perform any of its material obligations hereunder and does not cure such failure or breach within thirty (30) business days after notice thereof. Notwithstanding the foregoing, in addition to all other rights and remedies it may have, MTVN may elect to terminate this Agreement and/or remove the Equipment (or any portion(s) thereof) from the Locations in the event that MTVN determines, in its sole discretion, that the Equipment is not being properly used and/or protected.

8) Neither party to this Agreement shall have any liability arising out of its performance or failure to perform its obligations hereunder except for direct losses, costs, expenses or liabilities arising from or relating to each party's negligent acts or omissions, and shall have no liability for special, indirect, incidental or consequential losses, costs, expenses and liabilities.

9) School represents and warrants to MTVN that (a) it possesses the full right, power and authority to enter into and fully perform this Agreement, (b) it has obtained and will comply with all required authorizations, approvals, licenses or permits from all government authorities in order for it to enter into and perform its obligations under this Agreement, (c) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement, (d) the execution, delivery and performance of this Agreement by School has been duly authorized by all necessary corporate action and (e) it will not act in a manner or enter into any oral or written agreements inconsistent with this Agreement.

10) All notices, requests, approvals, consents and other communications required or permitted under this Agreement, except for payments, shall be in writing and shall be sent by facsimile to the facsimile number specified below. A copy of any such notice shall also be personally delivered, sent by mail or overnight courier delivery service with the capacity to verify receipt of delivery on the date such notice is transmitted by telecopy to the addresses specified below.

If to MTVN:

MTV Networks On Campus Inc.
Attention: Mr. Carlo DiMarco, Senior Vice President, Strategic Partnerships & Development
770 Broadway / 10th Floor
New York, New York 10003
Telephone: (212) 654-7048
Telecopy: (212) 654-7034

With a copy to:

Viacom Media Networks
Attention: Ms. Aisha Muslim, Director, Business & Legal Affairs
1515 Broadway / 29th Floor
New York, New York 10036-5797
Telephone: (212) 846-7017
Telecopy: (212) 766-7103

If to School:

Las Positas College
Administrative Services
3000 Campus Hill Drive
Livermore, California 94551
Telephone: (925) 424-1631
Telecopy: (925) 449-1221

Receipt of such notice, request, approval, consent or other communication shall be deemed conclusively made (a) if personally delivered, at the time of delivery or (b) if mailed or sent by overnight courier service, upon receipt thereof. In any event, action or proceeding, service of process upon School may be accomplished by sending such process in the manner specified herein for the giving of notice to School. Either party may change its address or facsimile number for notification purposes by giving the other party notice of the new address or facsimile number and the date upon which it will become effective.

11) None of the terms of this Agreement may be changed or modified without the written consent of both parties.

12) MTVN shall obtain and maintain statutory coverage for worker's compensation insurance and commercial general liability insurance, in amounts and other terms as designated by MTVN. As requested, in writing by School, MTVN shall name School as an additional insured under such policies and shall provide School with certificates of insurance evidencing this coverage.

13) This Agreement is a binding obligation of the parties and each party has received all necessary authorizations and approvals required including, but not limited to, all necessary authorizations required by School from the City and State in which it operates.

14) This Agreement constitutes the entire agreement between the parties and supersedes all previous writings or agreements relating to the subject matter hereof. All representations, warranties, covenants and promises of the parties relating to the installation of the Equipment and School's exhibition of the Service at the Locations have been set forth in this Agreement.

15) In connection with this Agreement, each of School and MTVN may be exposed to and shall be furnished with certain information, relating to the other's plans for certain productions and services, which are confidential. Each of School and MTVN shall keep confidential and not reveal or disclose any of said information, material or data or the terms of this Agreement, or any agreement School enters into pursuant to this Agreement, during the Term or thereafter to any third party. Neither School nor MTVN shall disclose or make known to any third party, directly or indirectly, the interest of the other in this Agreement. The provisions of this Section 14 shall not apply to information which is or becomes publicly available or information which is required to be disclosed pursuant to a court order or applicable law, rules or regulations.

16) Each party expressly reserves all rights not specifically granted to the other party herein. Any right not expressly granted to either party herein or contemplated in this Agreement shall not be deemed granted to the other party hereby. Without limitation of the foregoing: (a) each party reserves to itself all rights and neither party shall have any rights to use any names, marks, logos, trademarks, copyrights, titles or other property of the other party, except in such manner and at such times as are expressly approved by the other party in writing and (b) MTVN reserves to itself all rights to the full bandwidth of the signal of the Service including, without limitation, the vertical blanking interval, the horizontal blanking interval and audio subcarriers. Notwithstanding anything to the contrary, School hereby acknowledges and agrees that MTVN has the nonexclusive right to use the School name only in a descriptive manner listing all schools carrying the Service.

17) School shall have no right to assign this Agreement, in whole or in part, without the prior written consent of MTVN.

Please sign where indicated below and return an executed copy to the undersigned to signify that this letter sets forth our agreement.

AGREED TO AND ACCEPTED:

Las Positas College

MTV Network On Campus Inc.

By: _____

By: _____

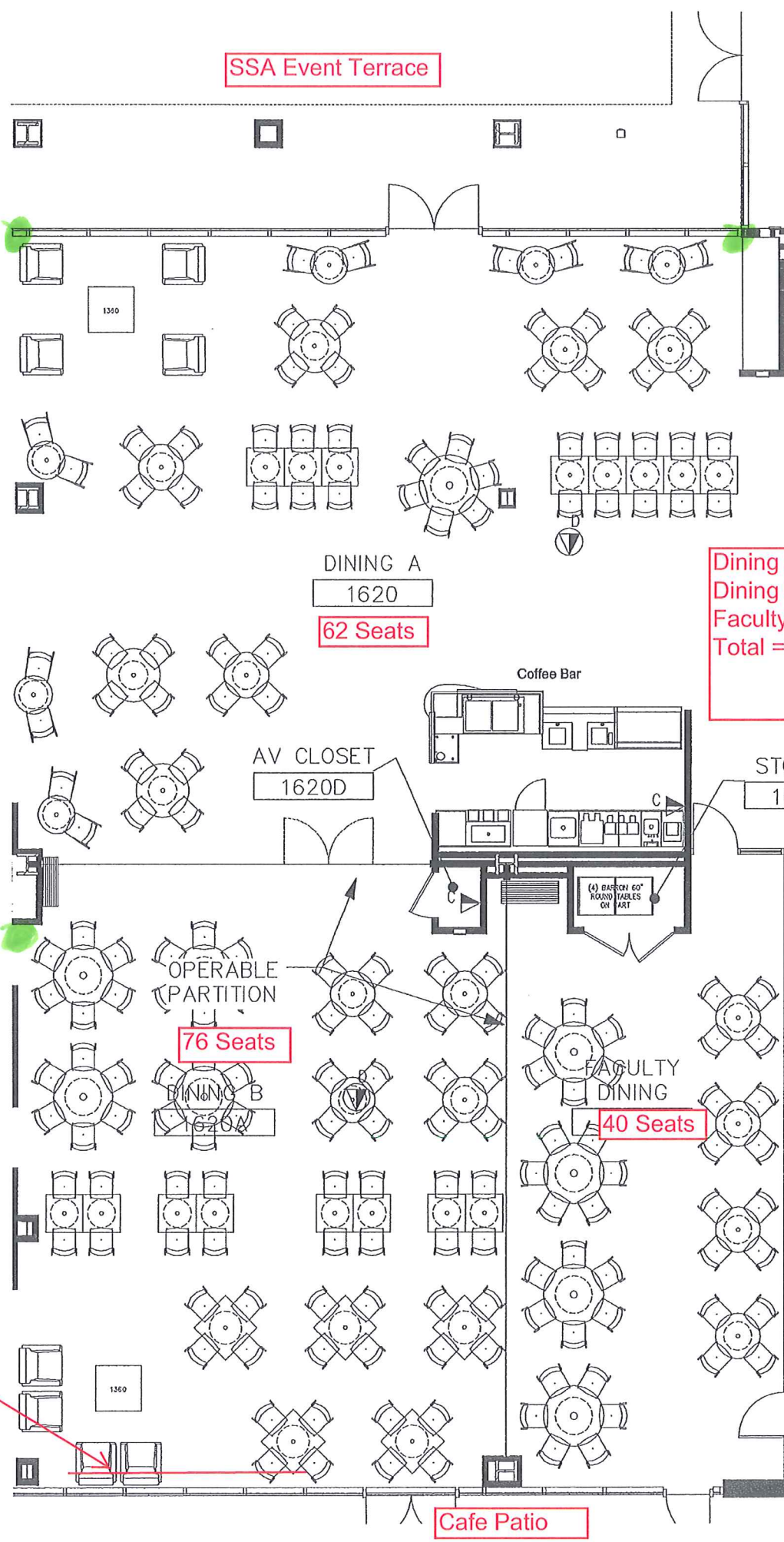
Name: Lorenzo Legaspi

Name: Carlo DiMarco

Title: Vice Chancellor, Business Services

Title: Senior Vice President
Strategic Partnerships &
Development

SSA Event Terrace



DINING A
1620

62 Seats

Dining A = 62 seats
Dining B = 76 seats
Faculty = 40
Total = 178

L800

AV CLOSET
1620D

Coffee Bar

STC
16

OPERABLE
PARTITION

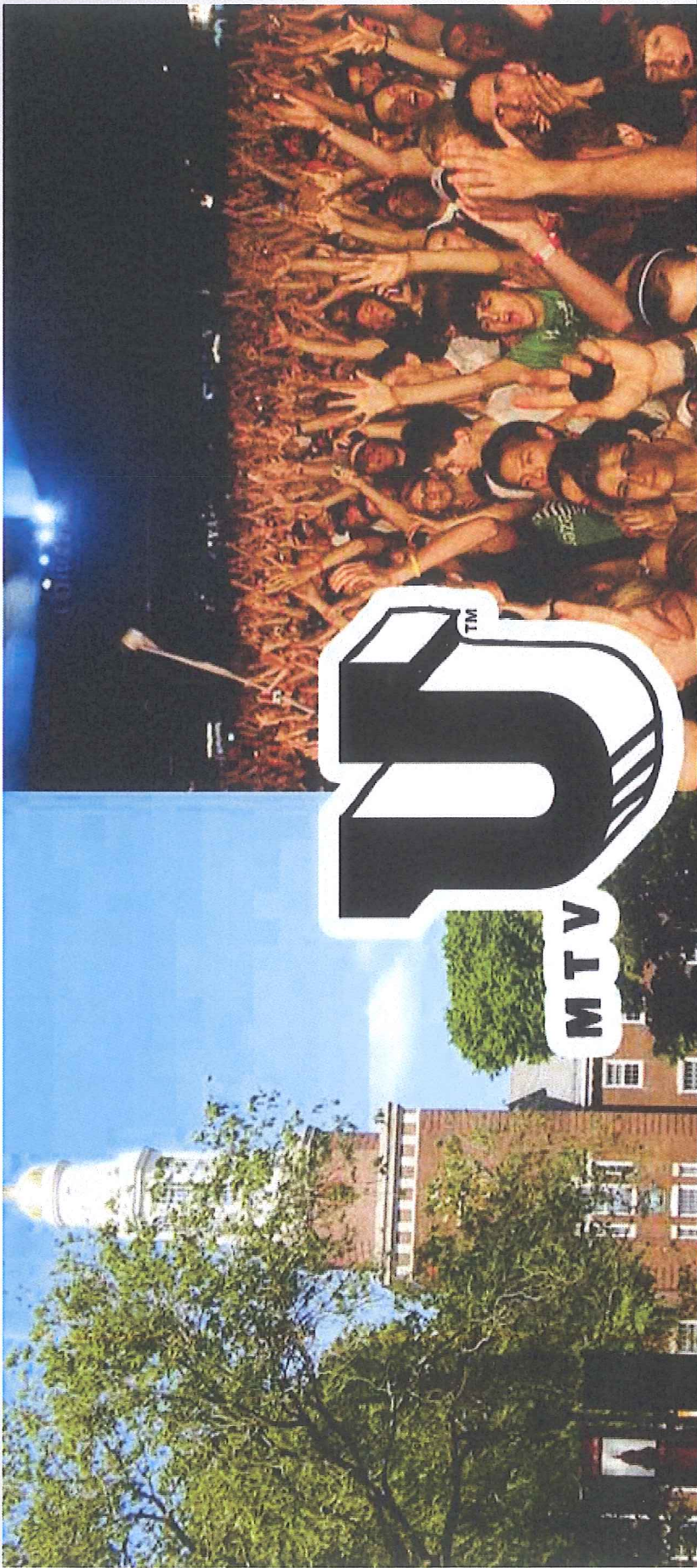
76 Seats

DINING B
1620B

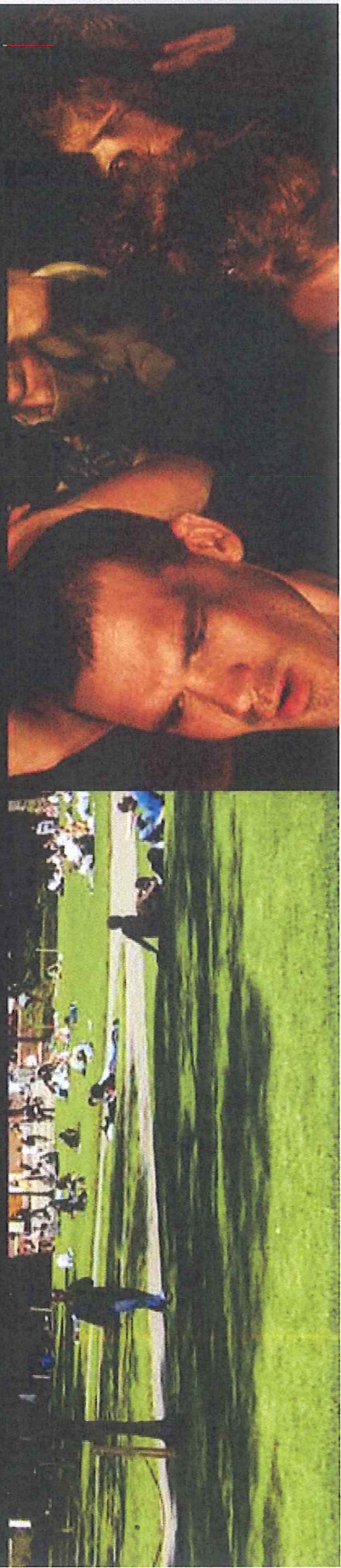
FACULTY
DINING
40 Seats

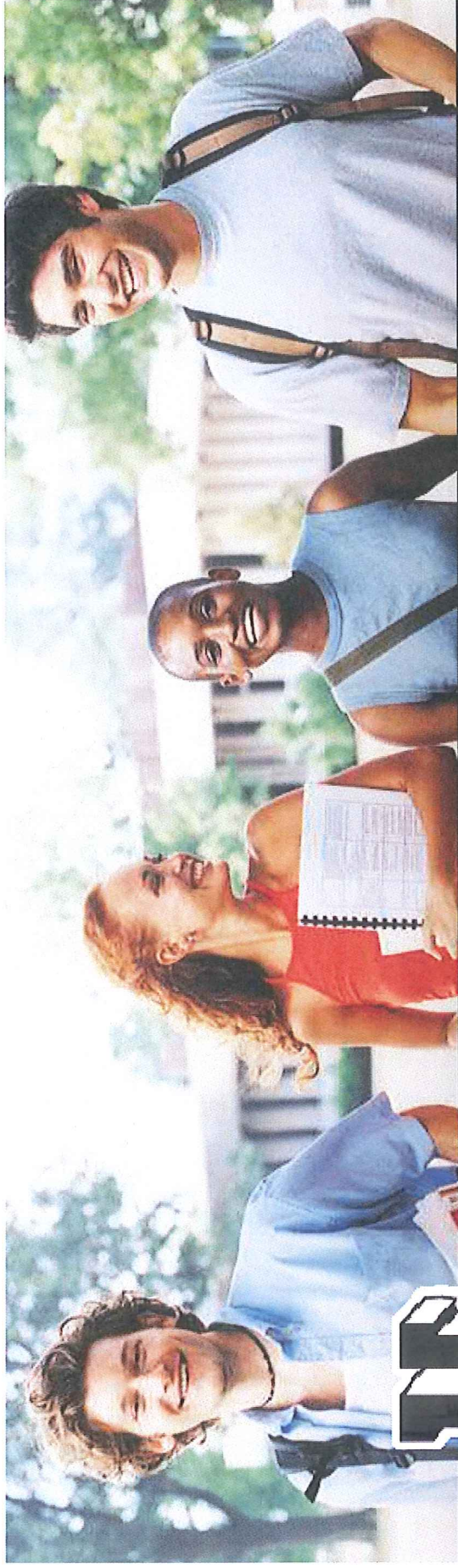
Screen

Cafe Patio



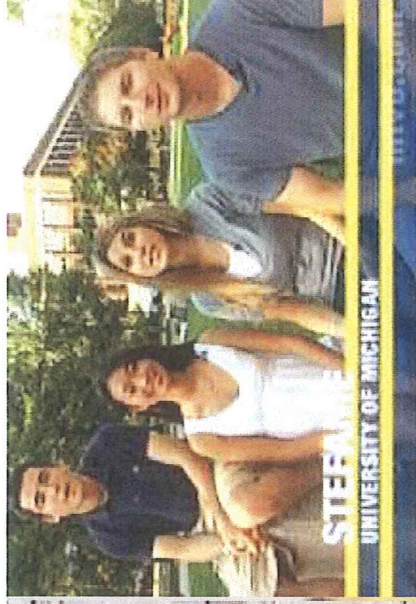
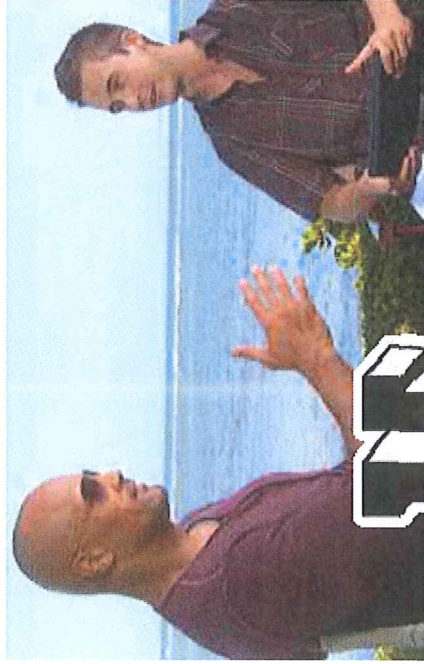
LAS POSITAS COLLEGE





MTV **U** OVERVIEW

- mtvU is MTV's Peabody and Emmy Award-winning college channel
- Launched in 2004, mtvU now has direct partnerships with more than 750 of the top schools nationwide, reaching more than 8 million students
- mtvU is the only comprehensive television network created just for the college audience
- mtvU is a platform to showcase student talent from every concentration on a national level



PROGRAMMING, MUSIC & NEWS

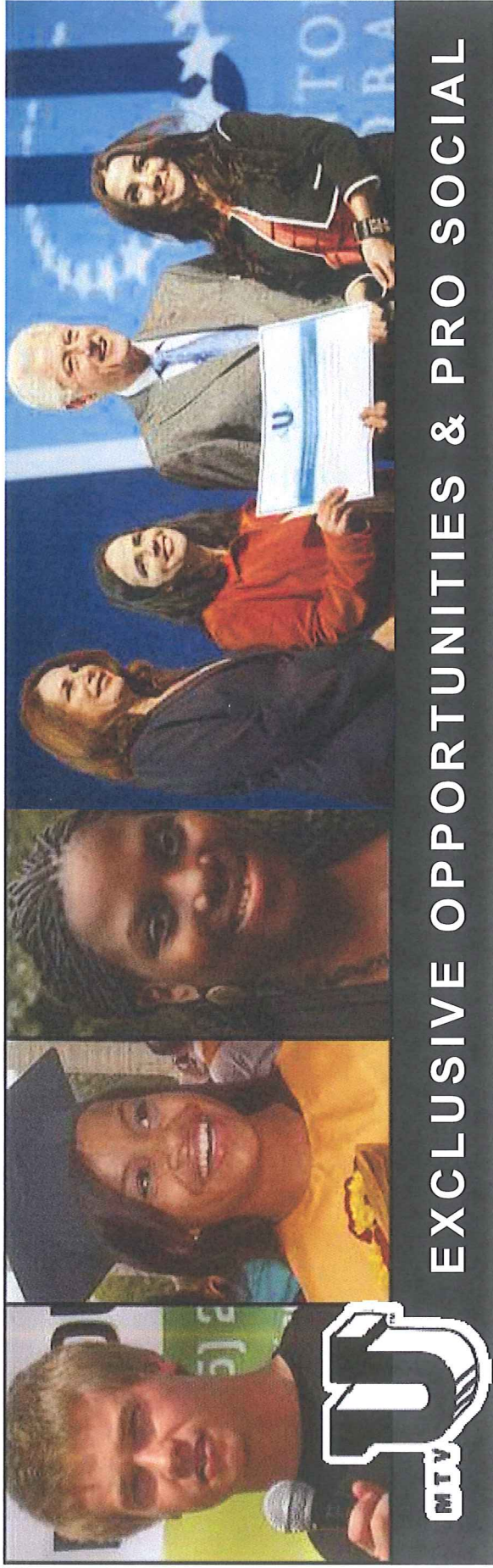
The heart of mtvU's programming is the eclectic mix of music that is the soundtrack of students' lives

- mtvU regularly breaks new artists long before they're on the national radar
- The *mtvU WOODIE AWARDS* is the only college music award show voted on by students
- *COLLEGE RADIO COUNTDOWN* gives college radio stations across the country the opportunity to call out their favorite videos on mtvU. Each week a different station plays the 10 songs that best represent their vibe

mtvU features original short-form programming which is designed exclusively for college students, covering all aspects of college life in a positive way

- *STAND IN* – where global icons drop in to teach for a day
- *OCCUPATIONAL THERAPY*– job-seeking advice from industry leaders
- #ASK- cultural icons chat one on one with students

mtvU also features hourly news reports from **cbeNEWS** and **MTV NEWS**, keeping students up to date with national and entertainment stories from around the world



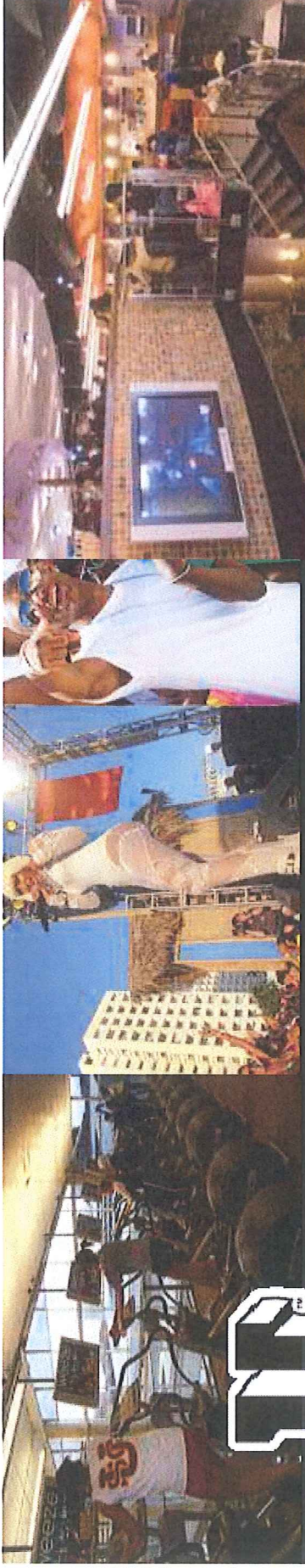
EXCLUSIVE OPPORTUNITIES & PRO SOCIAL

mtvU offers grants, contests and other opportunities to give college students a chance to showcase their talents on a national stage

- **CAMPUS DISPATCH** – campus correspondents report on buzzing current events from a student perspective
- **COLLEGE TV EMMY AWARDS** – recognizing excellence in college student-produced video
- **mtvU FULBRIGHT SCHOLARSHIP** – a partnership with the U.S. State Department offering grants to the impact of music around the world
- **UGRANT** - funding for community service initiatives

mtvU incorporates **Emmy** and **Peabody** award winning pro-social campaigns throughout its broadcast, empowering students to mobilize change on a global and local scale

- **HALF OF US** – removing the stigma from mental health and seeking help
- **AGAINST OUR WILL** - raising awareness of modern day slavery



DELIVERY & LOCALIZATION



mtvU includes a **digital signage** component, allowing you to insert localized information into the broadcast up to 4x an hour, every hour

- Easy to create & customize on-line, including calendar functionality
- Consistently ranked as one of the most effective means of communicating with students

mtvU broadcasts directly to each campus via satellite and can be installed in common areas such as dining halls, fitness centers, and student unions

- mtvU provides and installs all the equipment needed, including the flat-panel TVs, at no cost to the school



PARTNER CAMPUSES

Some of our area mtvU partner schools

mtvU provides all the equipment, installation services, programming, and maintenance at no cost to the university.

mtvU can be seen two ways on campus: the campus cable system and in common area locations such as student centers, food courts, and fitness centers. The channel is a dedicated closed circuit channel that also includes a unique digital signage system for each campus.