

**ROCKY MOUNTAIN STUDENT MEDIA CORPORATION
2008-2009 OPERATING AGREEMENT**

THIS OPERATING AGREEMENT is made and entered into as of the 1st day of August, 2008, by and between The Rocky Mountain Student Media Corporation ("SMC"), a non-profit corporation organized under the laws of the State of Colorado and qualified under Section 501(c)(3) of the Internal Revenue Code, and the Board of Governors of the Colorado State University System ("the Board"), a body corporate, acting by and through Colorado State University ("The University" or "CSU").

RECITALS

- A. SMC was established in 2008 for the purpose of providing print and broadcast media services to Colorado State University. SMC is a Colorado non-profit corporation that does not have shareholders.
- B. The University is the proprietor of and to the names "The Rocky Mountain Collegian", "College Avenue", "KCSU", and "CTV" and is the sole owner of the names, logos, trademarks, service marks, and other indicia of the CSU System and its institutions.
- C. The affairs of SMC are subject to the control of its Board of Directors and it operates in a manner assuring its independence from any other entity, including the Board and CSU. SMC's mission is to further the interests of CSU students and to provide education and training to CSU students in journalism and broadcasting. Employees and officials of CSU and the Board may have advisory roles with SMC, and serve on the SMC board per Section 5(e) below, so long as they do not have or acquire a majority interest or the right to direct and control SMC.
- D. CSU and SMC believe that the services of SMC can be provided on an effective and cost-efficient basis under a comprehensive agreement in which CSU retains SMC as a non-exclusive provider of print and broadcast media and educational laboratory experiences to CSU students in return for pre-established annual fees as set forth herein.
- E. The relationship between SMC and CSU shall be governed by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties described here and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Rocky Mountain Collegian and College Avenue.

The SMC shall own, operate, provide, publish and distribute a newspaper under the name "The Rocky Mountain Collegian" ("Collegian"), as described in the Scope of Work for the Rocky Mountain Collegian, a Newspaper, and College Avenue, a Magazine, which is attached hereto and incorporated herein as **Exhibit A**. The SMC shall also provide, publish and distribute a quarterly magazine under the name "College Avenue" as described in the Scope of Work for the Rocky Mountain Collegian, a Newspaper, and College Avenue, a Magazine (**Exhibit A**).

2. KCSU.

The SMC shall produce radio programming and segments and manage the KCSU radio station in conformity with the Time Brokerage Agreement which is attached hereto and incorporated herein as **Exhibit B**. Appendix 1 of the Time Brokerage Agreement is the Description of Programs, to which the SMC must adhere. Appendix 2 sets forth the broadcast times and charges. Appendix 3 sets forth the regulations and restrictions to which the SMC must adhere.

3. **CTV.**

The SMC shall produce television programs and segments to air on CSU TV in conformity with the Scope of Work for CTV which is attached hereto and incorporated herein as **Exhibit C**.

3.1 CSU shall, to the best of its ability and in accordance with any and all currently existing licenses, permits, franchises, contracts and agreements, make available to SMC the radio and television broadcasting bandwidths that are currently used by KCSU and CTV, through an appropriate lease, license, sublicense or other lawful arrangement.

4. **Educational Laboratory Experience.**

The SMC shall provide quality educational opportunities and experiences for CSU students in the fields of journalism and broadcasting. The SMC shall coordinate its activities and publications with the CSU College of Liberal Arts, Department of Journalism and Technical Communication and such other colleges, schools or departments of the University as may be identified by CSU from time to time. SMC will provide paid and unpaid internships, work study positions, student hourly positions, and volunteer opportunities for CSU students, as more fully explained in the Educational Laboratory Scope of Work, attached hereto and incorporated herein as **Exhibit D**.

5. **General Provisions.**

A. Performance Period. The term of this Agreement shall commence and the effective date hereof shall be August 1, 2008, and the Agreement shall terminate July 31, 2011. If CSU does not intend to extend the Agreement beyond 2011, it shall give SMC notice no later than January 1, 2011. Exhibits A, B, C, and D provide certain contingencies on this performance period as it relates individually to The Collegian, College Avenue, KCSU, CTV, and the Educational Laboratory Experience and those provisions are expressly incorporated herein.

B. Price/Cost. In fiscal year 2009, CSU will pay the following amounts to SMC:

1) Subscription fee for the Collegian and College Avenue Magazine:	\$200,000
2) Television production services from CTV:	77,500
3) Radio broadcast services and station management of KCSU:	72,500
4) Educational laboratory experience:	150,000
5) Transition funding – Auxiliary Reserve:	250,000
6) Transition funding – Central Reserve:	250,000

Total: \$1,000,000

The parties will meet in May of 2009 and May 2010 to negotiate the level of funding for the following fiscal year. The parties will execute amendments to this Agreement by June 1, 2009, and June 1, 2010 regarding the level of funding from the University for the following fiscal year. The parties acknowledge that the transition funding is necessary in FY 09 to compensate for SMC's increased costs of providing services in this first year of SMC's operations. The parties do not anticipate a continuation of transition funding at this level in future years, however, the University anticipates paying a reduced amount of transition funding in FY 10.

C. Payment Terms. CSU will make its first year's payments to SMC as follows: \$50,000 in transition funding on July 18, 2008, \$450,000 on August 1, 2008, and \$500,000 on January

15, 2009. Incorrect payments to SMC due to omission, error, fraud, or defalcation shall be recovered from or paid to SMC by deduction from or addition to subsequent payment under this Agreement.

- D. License. CSU grants SMC an exclusive, non-transferable, revocable license for the term of the Agreement to any and all rights of CSU to use the names "The Rocky Mountain Collegian", "College Avenue", "CTV", and "KCSU" only for the purposes set forth in this Agreement. SMC shall not use or otherwise obtain any proprietary or other interest owned by CSU in the names "The Rocky Mountain Collegian", "College Avenue", "KCSU", or "CTV" except the right to use such names as provided in this Agreement. In addition, CSU grants SMC a non-exclusive, non-transferable, revocable, limited license to use, display, broadcast, and reproduce certain CSU logos, trademarks, and service marks identified in **Exhibit E** attached hereto (the "University Marks"). All uses of the University Marks by SMC shall be in a manner that is not offensive, discriminatory, or otherwise harmful to the dignity, reputation or business interests of CSU, and shall be consistent with the guidelines and requirements set forth in the CSU Graphic Standards Manual. CSU shall at all times herein have the right to disapprove the appearance or manner of use by SMC of the University Marks, or other exercise of the rights granted to the University Marks herein, and upon notice to SMC of such disapproval, SMC shall immediately cease its use of the University Marks in such manner and shall have no further rights to the use of the University Marks except upon prior, written approval by the CSU Vice President for Public Relations or other official designated by the CSU President.
- E. SMC Board Membership. The SMC Board of Directors shall include two voting ex officio members from CSU. One member will be the Vice President for Student Affairs or her or his designee, the other member will be the Head of the Department of Journalism and Technical Communications or his or her designee. These two members shall have the right to attend all meetings of the SMC Board of Directors, including any executive session or other closed meeting.
- F. University Link to and Use of SMC's Web site. SMC shall provide to CSU a link to the SMC's web site which contains the various stories, articles, and opinions produced by the SMC in such a manner as to allow CSU to download (transfer the materials to CSU servers) such information.
- G. University Trademarks in Advertising. SMC shall prohibit the use of the University Marks in advertising accepted for publication, except for entities licensed by CSU to use CSU trademarks. SMC agrees to consult and cooperate with CSU's Communications and Creative Services Office and/or licensing manager in the Department of Athletics with respect to compliance with the terms of this Agreement.
- H. Insurance. Upon execution of this Agreement, SMC shall furnish CSU with a Certificate of Insurance with a carrier and in a form satisfactory to CSU naming The Board of Governors of the Colorado State University System as an additional insured with the following limits of coverage:

-General Liability:

Comprehensive or Commercial Form

-Each Occurrence:	\$1,000,000
-Products Complete Operations Aggregate:	\$1,000,000
-Personal and Advertising Injury, including but not limited to damage arising from invasion of privacy, libel, slander and defamation of character:	\$1,000,000
-General Aggregate:	\$2,000,000

Business Automobile Liability: for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

Directors and Officers liability insurance with a limit of liability of \$1,000,000 per occurrence.

If the Comprehensive General Liability does not include personal and advertising injury including but not limited to damage arising from invasion of privacy, libel, slander and defamation of character, then SMC is required to have Libel Insurance with a limit of liability of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

Worker's Compensation: as required under Colorado State Law, including Employers Liability, covering all employees on or off the work site, acting within the course and scope of their employment.

SMC shall insure the Premises and SMC's operations in accordance with the terms of Article 12 of the parties' Lory Student Center Lease Agreement. SMC will also fully insure its own equipment, if any, and the University's equipment as defined in section 5.M below.

Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of CSU and SMC against other insurable hazards relating to performance. The insurance shall include provisions preventing cancellation without sixty (60) days' prior notice to CSU by certified mail.

- I. Insurance Certificate. Said insurance shall be evidenced to be primary insurance as respects the Board of Governors of the Colorado State University System, its officers, agents and employees. Any insurance or self-insurance maintained by the Board of Governors of the Colorado State University System shall be excess and non-contributory with this insurance.
- J. Remedial Action. In the event that CSU determines that a particular advertisement, or other material published by SMC is in violation of the guidelines established for the appropriate use of CSU's trademarks, as Licensor, CSU shall issue a notice to the advertiser as well as notify the General Manager of SMC setting forth the complaint. SMC shall have 5 business days to respond by letter with a plan of action to assist CSU to remedy the allegation of noncompliance. In the event that the response is considered unsatisfactory, then the

escalation process will be at CSU's discretion, and in accordance with Sections P, Q, and Z herein.

- K. Assignment. No assignment or delegation of this Agreement or any right accruing under this Agreement shall be made in whole or in part by SMC without the express, written consent of CSU. Any sale or transfer of all, or substantially all of SMC's assets to any other entity shall constitute cause for immediate termination of this Agreement and revocation of all licenses, rights and remedies granted SMC herein.
- L. Space. During the term of this Agreement, SMC may maintain its primary offices in the Student Media suite in the lower level of the Lory Student Center, pursuant to the parties' Lory Student Center Lease Agreement ("Lease"). SMC shall, within ten days after the execution of this Agreement, enter into a Lease Agreement for use of Space in substantially the form attached hereto as **Exhibit F** for reference (the "Lease"). Any rent or other amount due and payable by SMC pursuant to the Lease may, after becoming ten (10) days delinquent, be offset against any amounts then due and owing, or in the future accruing in favor of SMC by CSU. Any default of the Lease shall constitute a default of this Agreement, and vice-versa.
- M. Equipment and Phone Service. During the term of this Agreement, SMC shall lease the existing equipment in the Space, as well as the transmitter and transmitter building located at the Foothills campus and the tower and antenna located on the roof of the Lory Student Center, pursuant to the terms of the Lease. Title to such equipment shall at all times remain with CSU. SMC's lease interest in the equipment shall terminate contemporaneously with the termination of this Agreement. The University will continue to provide telecommunications service to the SMC in accordance with the Lease and on the condition that the SMC take all reasonable and necessary steps to promptly obtain the appropriate federal, state and local tax exemptions for telecommunications services.
- N. Advertising Rates. In fiscal year 2009, SMC shall charge University Departments, and student organizations that are officially recognized by the University, the same rate for advertising that the CSU Student Media charged those entities in fiscal year 2008.
- O. Representations by SMC. SMC hereby warrants and represents that SMC is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado with the requisite corporate power and authority to carry out its duties and obligations under this Agreement. SMC is duly registered and qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder. SMC has no reason to believe that this status is in jeopardy for any reason and agrees that it shall take all necessary action to assure continuation of such tax-exempt status.
- P. Resolution of Disputes Between the Parties. In the event of any dispute between the parties involving their relationship hereunder or either's compliance with any of the terms or conditions of this Agreement, the Vice President for Student Affairs of CSU, or designee, and the President of SMC, or designee, shall give the other party written notice of the dispute. The party receiving the notice shall reply to the notice in writing no later than five working days following the date of receipt of the notice, unless a later date is agreed upon by the

parties. If the correspondence does not resolve the dispute to the satisfaction of the parties, either party may request a meeting to attempt to resolve the dispute. Such meeting shall occur within five working days following the request, unless a later date is agreed upon by the parties. If the parties do not achieve resolution of the dispute through this meeting, the complaining party has the option to provide written notice of default to the other party, as set forth in paragraph 5(Q) below. Additionally CSU may invoke the Remedies provision of paragraph 5(Z) below.

- Q. Default. After the parties have followed the dispute resolution process of paragraph 5(P) above, and upon the failure of either party to perform any of the terms, conditions, or covenants of this Agreement for more than thirty days after written notice of such default shall have been mailed (via certified U.S. Mail, return receipt requested) or delivered to the defaulting party, the non-defaulting party may terminate this Agreement immediately; provided, however, that should any default occur that cannot reasonably be corrected within said thirty-day period, the defaulting party shall have such additional time to correct said default as may be reasonably required so long as said party promptly initiates and expeditiously carries out appropriate actions to correct such default.
- R. Excuse of Nonperformance or Delayed Performance. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of act of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.
- S. Insolvency. If SMC shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against SMC in any court pursuant to any statute either of the United States or any state a petition in bankruptcy or insolvency or for the reorganization or appointment of a receiver or trustee of all or a portion of SMC's property or if SMC makes an assignment for the benefit of creditors, the University, by action of its Board of Governors, may terminate this Agreement immediately.
- T. Notice Provisions. Any notice given to either party under this Agreement shall be in writing and shall be deemed to be delivered, upon deposit in the US mail, and sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to CSU:

Vice President for Student Affairs
Colorado State University
201 Administration Building
8004 Campus Delivery
Fort Collins, CO 80523-8004

With a copy to:

CSU Office of the General Counsel
01 Administration Building
0006 Campus Delivery
Colorado State University
Fort Collins, CO 80523-0006

If to SMC:

President, Rocky Mountain Student Media Corporation
Room 23, Lory Student Center
8038 Campus Delivery
Colorado State University
Fort Collins, CO 80523

With copy to:

Department Chair, Journalism and Technical Communication
Campus Delivery 1785
Colorado State University
Fort Collins, CO 80523

- U. Compliance with Law. Each party shall comply with all applicable federal, state and local laws, ordinances, rules and regulations in performing its obligations under this Agreement.
- V. Integration and Amendment. This Agreement constitutes the entire understanding between the parties. All amendments hereto and/or changes shall be made in writing and signed by the parties hereto, and executed by the CSU Controller.
- W. Time. Time is of the essence of this Agreement.
- X. Legal Authority. SMC warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the SMC to its terms. The person(s) executing this Agreement on behalf of the SMC warrant(s) that such person(s) have full authorization to execute this Agreement.
- Y. Inspection and Acceptance. CSU reserves the right to inspect the services performed under this Agreement at all reasonable times and places during the term of the Agreement. "Services" as used in this clause includes those services described in this Agreement, including the Exhibits. If any of these services performed do not conform to contract requirements, CSU may require SMC to take necessary action to ensure that the future performance conforms to the requirements of the Agreement. This remedy in no way limits the remedies available to CSU in the termination provisions of this Agreement, or remedies otherwise available at law.

- Z. Remedies. After the parties have followed the dispute resolution process of paragraph 5(P) above, and in addition to any other remedies provided for in this Agreement, including default under paragraph 5(Q), and without limiting its remedies otherwise available at law, CSU may exercise the following remedial actions if the SMC substantially fails to satisfy or perform the duties and obligations of this Agreement. Substantial failure to satisfy the duties and obligations is defined to mean materially insufficient, incorrect or improper performance, activities, or inaction by SMC. These remedial actions are as follows:
1. Suspend SMC's performance pending necessary corrective action as specified by CSU without SMC's entitlement to adjustment in price/cost or schedule; and/or
 2. Withhold payment to SMC until the necessary corrections in performance are satisfactorily completed; and/or
 3. Request the removal from work on the Agreement of employees or agents of SMC whom CSU justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement CSU deems to be contrary to the public interest or not in the best interest of CSU; and/or
 4. Deny payment for obligations which have not been performed and which due to circumstances caused by SMC cannot be performed, or if performed would be of no value to CSU. Denial of the amount of payment must be reasonably related to the value of work or performance lost to CSU; and/or

CSU shall give SMC written notice of its intent to exercise one or more of the above remedies. SMC shall have thirty (30) days from the date of the notice to resolve or make substantial progress towards resolving the issue(s) set forth in the notice. The parties agree that they will cooperate in attempting to resolve any issue(s) identified in the notice. The above remedies are cumulative and CSU, in its sole discretion, may exercise any or all of them individually or simultaneously.

a. Governmental Immunity. The parties hereto understand and agree that the liability of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of 24-10-101, et seq., CRS, as amended, and 24-30-1501, et seq., CRS, as amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Board of Governors, CSU, CSU-Pueblo, or the members, officers, employees and agents of such entities in accordance with the above cited laws. SMC acknowledges that it is not an agency of CSU, and its employees are not employees of CSU acting in its governmental capacity, for purposes of governmental immunity.

b. Audit. The University reserves the right to perform financial and performance audits, if deemed necessary, at any time during the term of this Agreement. If it is decided that an audit of this Agreement will be performed, SMC will be given reasonable advance notice.

SMC shall maintain books, records and documents which support those services provided and fees earned are in accordance with the Agreement and that SMC has complied with Agreement terms and conditions. SMC agrees to make available, upon reasonable notice, at the office of SMC, during normal business hours, for the term of

this Agreement and the retention period set forth in this clause, any of the books, records and documents for inspection, audit, or reproduction by University, the State Auditor, or their authorized representatives.

SMC shall preserve all books, records and documents related to this Agreement for a period of time which is the greater of five years from the Agreement expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the University, or as required by applicable laws and regulations, whichever is longer. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.

Records that relate to litigation or the settlement of claims arising out of performance or expenditures under this Agreement to which exception has been taken by the auditors, shall be retained by SMC or provided to the University at the University's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this Agreement, the SMC may, in fulfillment of its obligation to retain records as required by this clause, substitute photographs, microphotographs, electronic images, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to SMC of the invoice or voucher to which such records relate, unless a shorter period is authorized by the University.

SMC shall ensure that, for the term of this Agreement, an independent auditor shall conduct annual examinations of its compliance with the terms and conditions of this Agreement. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements (SSAE) Section 601, Compliance Attestation, and shall be of a scope acceptable to the University. The initial Section 601 compliance examination shall be completed for the end of fiscal year 2009 and conducted annually thereafter. The independent auditor shall issue a report on its compliance examination as defined in SSAE Section 601.

SMC shall submit the SSAE Section 601 audit report to the University within 90 days after the required period of audit has ended. When the SSAE Section 601 audit report is other than unqualified, SMC shall submit to the University, in addition to the audit reports, a plan describing what actions SMC will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions and a process for monitoring compliance with the timetable.

c. Special Provisions. The following Special Provisions are required by law to be incorporated and made a part of every contract of the State of Colorado, and are so incorporated herein. Any conflict between anything contained in the Special Provisions and any other provision or matter contained in this Agreement, its exhibits, attachments, or amendments, shall always be resolved in favor of the Special Provisions. Any subsequent modification of the Special Provisions made pursuant to Colorado law

and adopted by the State Controller, shall automatically apply to this Agreement, without need for the execution of an amendment.

SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in italics.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. ***[Not Applicable to Intergovernmental Contracts]* VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. [Not Applicable to Intergovernmental Contracts]. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101. Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised October 25, 2006

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation. *

<p>CONTRACTOR Rocky Mountain Student Media Corp.</p> <p>By: Name of Authorized Individual Title: Official Title of Authorized Individual <i>Larry Steward, President</i></p> <p><i>Lawrence Steward</i> *Signature</p> <p>Date: <u>7-15-08</u></p> <p>2nd Contractor Signature if Needed By: Name of Authorized Individual Title: Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO Bill Ritter, Jr. GOVERNOR</p> <p>Board of Governors of the Colorado State University System</p> <p><i>Larry E Penley</i> _____ Larry Edward Penley President, CSU</p> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: <u>7/16/08</u></p> <p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: <i>Amy L. P... 2005</i> _____ Signature - Assistant Attorney General</p> <p>Date: <u>7-15-08</u></p>
--	---

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: *[Signature]*

Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Date: 7/16/08