

**MEDIA SERVICES AGREEMENT**  
**By and Between**  
**THE TEXAS A&M UNIVERSITY SYSTEM**  
**And**  
**UNIVISION STATIONS GROUP, L.P.**

THIS Media Services Agreement (the “*Agreement*”) is made and entered into as of the 28th day of April, 2017 (the “*Effective Date*”), by and among The Texas A&M University System, an agency of the State of Texas (the “*System*”), and Univision Stations Group, L.P. (together with its successors and assigns, “*Univision*”). Each of the foregoing entities may individually be referred to herein as a “*Party*” and collectively as the “*Parties*”.

**1. Scope of Work.**

1.1 Engagement of Univision. System hereby engages Univision to perform the scope of services described in Exhibit A (the “*Services*”) which is attached hereto and incorporated by reference for all purposes. Said *Services* will include materials and third parties secured and provided by System. Univision hereby accepts such engagement subject to and in accordance with the terms and conditions herein specified. Univision will perform the *Services* in accordance with applicable professional standards and in compliance with all applicable federal and state laws, in each case, in all material respects. Neither Party will intentionally or negligently do any act that would damage or potentially damage the goodwill, reputation, business or affairs of the other Party. Univision shall obtain and maintain all necessary permits, licenses and governmental and professional approvals and designations necessary for it to carry out its obligations under this Agreement. System to obtain and maintain all necessary permits, licenses and approvals for any of the materials or individuals it provides hereunder.

1.2 Dealings with Third Parties. Each Party shall deal at arms’ length with all third parties in connection with this Agreement. Neither Party shall accept or knowingly receive, for its own benefit, any commissions, reductions, finder’s fees or other concessions in connection with the Project and shall use its best efforts to prevent any of its affiliates or employees, officers, members or agents from receiving same.

**2. Key Personnel.**

2.1 Assignment. Key Personnel (as identified in Exhibit A and Section 4, below) shall be assigned by Univision to fulfill the role to which they are assigned for the duration of the performance of the *Services* as described in Exhibit A.

**3. Term and Termination.**

3.1 Period of Performance. This Agreement shall commence as of the date hereof (hereinafter called the “*Commencement Date*”) and, unless terminated earlier as described in this Section 3, shall expire on June 1, 2017 (the “*Term*”).

3.2 Termination for Convenience. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated at any time during the Term, with or without cause, by either Party on the last day of any calendar month (the “*Termination Date*”) by giving the other Party not less than thirty (30) days’ prior written notice of such termination (the “*Termination Notice*”). Upon the Termination Date, all of the Parties’ rights and obligations hereunder shall cease and this Agreement shall be null and void, except for those matters which expressly survive termination hereof.

3.3 Termination for Default. In the event of a material failure by a Party to this Agreement to perform in accordance with the terms of this Agreement, the other Party may terminate this Agreement upon thirty (30) days' written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

3.4 Remedies. In the event this Agreement is terminated for any reason, the Parties shall have all rights and remedies available to them at law or in equity.

#### **4. Representatives.**

4.1 Univision. The authorized representatives of Univision are Michelle Hermosa and/or Jessica Hernandez (the "*Univision Representative*") who shall serve in such capacity at all times during the term of this Agreement. The Univision Representative shall devote such amount of time to the duties of Univision hereunder during the Term as may be necessary or appropriate to perform Univision's duties hereunder.

4.2 System. The authorized representative of System is Lara Burhenn who shall act on System's behalf. System may replace or supplement its authorized representative at any time by written notice to Univision.

#### **5. Relationship of Parties.**

5.1 Independent Contractor. The relationship of Univision to System shall be that of an independent contractor. Univision shall not be an employee, partner or venturer of System or any other party having an interest in the Project ("*Interested Party*") or any of their affiliates. All employees, servants, or agents of Univision shall be hired and retained at the sole cost and expense of Univision. Univision shall be responsible for the payment of all wages and other compensation and benefits (including, without limitation, workers' compensation insurance, employers' liability insurance, Social Security tax withholding, state and federal income tax withholding and disability tax withholding) payable to such individuals and shall be responsible for complying with all laws and regulations affecting such employment, including, without limitation, laws relating to working conditions, workers' compensation insurance coverage, health and safety, tax withholding, anti-discrimination and other labor laws. System shall be responsible for the payment of all wages and other compensation and benefits (including, without limitation, workers' compensation insurance, employers' liability insurance, Social Security tax withholding, state and federal income tax withholding and disability tax withholding) payable to any System personnel hereunder and shall be responsible for complying with all laws and regulations affecting such employment, including, without limitation, laws relating to working conditions, workers' compensation insurance coverage, health and safety, tax withholding, anti-discrimination and other labor laws.

5.2 Scope of Authority. Neither Party shall make any commitments on behalf of the other to any persons or entities, and shall not approve any changes or modifications to any Project contracts or agreements, change orders, or approve other arrangements without the its prior written approval.

#### **6. Intellectual Property Rights.**

6.1 System License. System hereby grants Univision a royalty-free, non-exclusive license to use the marks and materials provided by System ("*System Materials*") to Univision solely in connection with materials produced by Univision in connection with the Project ("*Univision Materials*"). System understands that Univision may post the Univision Materials online, specifically on Univision's Healthy Texas section of its online digital library, and acknowledges that once an item has been posted on the

Internet it may exist in perpetuity for the purpose for which it was originally posted.

6.2. Univision License. Univision hereby grants System a royalty-free, fully-paid, non-exclusive, perpetual and world-wide license to reproduce, prepare derivative works, distribute, transmit, publicly perform, publicly display, compile, archive, host, store, syndicate, sub-license, modify, communicate, publish, and otherwise use and exploit, all and any parts of the Univision Materials (including without limitation all copyrights and trademarks contained therein) solely for non-commercial educational purposes, in any and all languages, manners, mediums, and forms now known or hereinafter devised, as System sees fit in its sole discretion. For the avoidance of any doubt, Univision understands that System may publish or embed Univision Materials to System's website relating to Healthy Texas, and acknowledges that once an item has been posted on the Internet it may exist in perpetuity for the purpose for which it was originally posted. System will be solely responsible for any clearances from performing rights organizations for System's use of the Univision Materials. If Univision incorporates music in the Univision Materials, it will secure a master use license and sync license for System's use of Univision Materials. System agrees to not broadcast the Univision Materials on a Univision competitor. System agrees that any derivative works derived from Univision Materials, including without limitation B-roll footage of experts, will not incorporate any of Univision's trademarks or on-air talent.

6.4. General. Each Party's use of the other Party's material will ensure to the owning party's goodwill. Neither Party may use the other Party's materials without said Party's prior written approval (email approval is deemed acceptable).

6.5. Further Assurances and Continuing Obligations. At the request of either party, its successors and/or assigns, the other party will, without additional consideration, timely execute all papers and perform such other acts as the requesting party, its successors or assigns, deems necessary to give full and proper effect to this Agreement.

6.6. Representations and Warranties. Each Party represents and warrants that (i) it has the full right and power to enter into and fully perform this Agreement; and (ii) it owns all the rights, title and interests in the materials provided hereunder free and clear of all liens, claims and encumbrances.

## **7. Compensation.**

7.1 Fee Amount. Univision shall be entitled to receive a fee as outlined in Exhibit B, due and payable as outlined in Exhibit B. Univision shall not be entitled to reimbursement for any expenses, including travel expenses, associated with performance of this Agreement and System shall not have any obligation to pay Univision any other compensation or benefits, including but not limited to bonus payments, severance pay, employee benefits, retirement benefits, disability benefits, health and life benefits, or vacation and paid holidays, automobile or any other benefits.

7.2 Invoices and Payment. Univision shall invoice System within fifteen (15) days after the end of any month for Services performed during that month. Upon receipt of each properly documented invoice, the System shall pay Univision (generally within thirty (30) days of the receipt of such invoice and consistent with Texas Prompt Payment laws), subject to the terms and conditions set forth herein.

## **8. Confidential Information.**

8.1 Restrictions. Each Party recognizes and acknowledges that it will have access to certain information concerning the other Party, and that such information is confidential and constitutes valuable, special, and unique property of the disclosing Party ("*Confidential Information*"). Neither Party shall at



contained herein shall survive any termination hereof. To the extent permitted by the Constitution and laws of the state of Texas, System will indemnify and hold Univision harmless from any and all Claims arising out of (i) System's breach of this Agreement; (ii) the negligence or willful misconduct of System; and (iii) any third party claim, suit or proceeding alleging infringement in connection with the System Materials.

**11. Insurance.**

11.1 Minimum Requirement. Univision shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and who have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to System. By requiring such minimum insurance, System shall not be deemed or construed to have assessed the risk that may be applicable. Univision shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Univision is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Univision shall take such steps as are necessary so that no policy described below will be canceled without unconditional written notice to System at least ten (10) days before the effective date of the cancellation.

11.2 Scope of Insurance Cover.

(a) *Worker Compensation.* Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

(b) *Automobile Liability.* Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

(c) *Commercial General Liability.* The required commercial general liability policy will be issued on a form that insures Univision or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000

Damage to rented Premises	\$300,000
Medical Payments	\$5,000

(d) *Umbrella/Excess Liability.* Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and will be excess over and be no less broad than and “following form” of all included coverage described above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

(e) *Professional Liability.* Professional Liability (Errors & Omissions) insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Univision and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Univision agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (3) years after the expiration of cancellation of this Agreement.

11.3 Evidence of Insurance. Univision must deliver to System evidence of insurance on Acord 25 form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance hereof. Additional evidence of insurance must be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal. Evidence of Insurance will be attached as Exhibit C.

11.4 Additional Insured and Primary Cover. All insurance policies, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name the Univision, The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, Texas A&M AgriLife Extension, and the respective officers, employees, and representatives of the System and Texas A&M AgriLife Extension as Additional Insureds in accordance with policy limits outlined in Section 11.2. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

11.5 Waiver of Subrogation. All insurance policies will be endorsed to provide a waiver of subrogation in favor of Univision, The Board of Regents of The Texas A&M University System, The Texas A&M University System, Texas A&M AgriLife Extension, and the respective officers, directors, employees, and representatives System and Texas A&M AgriLife Extension. None of the insurance policies described in this Section 11 will be canceled by Univision (or the insurance carrier) without unconditional written notice to the System and Univision at least ten (10) days before the effective date of the cancellation. All insurance policies must be endorsed to require the insurance carrier providing coverage to send notice to Univision and the System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Agreement.

11.6 Deductibles and Retention Amounts. Any deductible or self-insured retention must be declared to and approved by System prior to the performance hereof. Univision is responsible for paying any deductible amount or self-insured retention for any loss. Univision will provide documentation to System reflecting all deductibles and self-insured retentions for pertinent lines of coverage.

11.7 Point of Contact. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following System contact:

The Texas A&M University System  
301 Tarrow Street, 6th Floor  
College Station, TX 77840  
Facsimile Number: (979) 458-  
Email Address:

11.8 Duration. The insurance coverage required by this Agreement will be kept in force until the Project has been fully performed and accepted by System in writing.

## 12. **Miscellaneous.**

12.1 Pronouns. The pronouns used in this Agreement referring to a Party shall be understood and construed to apply whether it is an individual, co-partnership, corporation or an individual or individuals doing business under a firm or trade name.

12.2 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

12.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12.4 Successors. This Agreement shall be binding on System, Univision, and their respective successors and permitted assigns.

12.5 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to choice of law principles thereof. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against System, any member of System, or any regent, officer, or employee of System is in the county in which the primary office of the chief executive officer of the System or member, as applicable, is located. At execution of this Agreement, such county is Brazos County, Texas. Venue for any suit brought against System in federal court must be in the Houston Division of the Southern District of Texas.

12.6 Enforceability. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

12.7 Entirety of Agreement. This document supersedes all prior agreements between the Parties, written or oral, and embodies the complete agreement and understanding among the Parties, written or oral, which may have related to the subject matter hereof in any way, and shall not be amended orally, but only by the mutual agreement of the Parties hereto in writing specifically referencing this Agreement. This Agreement sets forth the only agreement pursuant to which System, Univision, or any of their respective affiliates is obligated to pay money or any other benefit to Univision unless subsequently agreed upon in writing.

12.8 Number and Gender. All pronouns, whether in masculine, feminine, or neuter form, shall be deemed to refer to the object of such pronoun whether same is masculine, feminine or neuter in gender, as the context may suggest or require. All defined terms used herein, whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

12.9 No Assignment or Subcontracting. Neither Party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other Party. Any attempt to do so shall be void.

12.10 Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the business entity is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement be included in this Agreement, which is certified by the Univision: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

12.11 Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, Univision agrees that any payments owing to Univision under this Agreement may be applied directly toward certain debts or delinquencies that Univision owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

12.12 Franchise Tax Certification. If Univision is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Univision certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Univision is exempt from the payment of franchise (margin) taxes.

12.13 Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: "Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

12.14 Public Information. Univision acknowledges that System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by Texas law. Upon a written request by System, Univision will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to System in a non-proprietary format acceptable to System. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which System has a right of access. Univision acknowledges that System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

12.15 Audit. Univision shall maintain and, for a period of two years following final acceptance of the



Services or termination of this Agreement, retain a true and accurate set of records and information that are directly related to this Agreement or the Services. Prior to the expiration of such period, System shall notify Univision with at least twenty four (24) hours prior notice of its intent to audit at reasonable times and places during normal working hours, all such records and information except the calculations of (a) costs of work performed and paid for on a fixed fee basis; and (b) the percentage(s) used as mark up(s) or multiplier(s) applied to other permitted costs. Univision shall cooperate fully with System and Univision in conducting such audits. All audits will be conducted in accordance with professional auditing standards. Univision's obligations to System under this Section 12.15 shall also be binding upon any subcontractors. Acceptance of funds under this Agreement by Univision constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Univision agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Univision will include this provision in all contracts with permitted subcontractors other than affiliates or related entities of Univision.

12.16 Force Majeure. No Party is required to perform any term, condition, or covenant of this Agreement or will be liable or responsible to the other for any loss or damage or for any delays or failure to perform, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, or other causes beyond the reasonable control of such Party.

12.17 Non-Waiver and Limitations. System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by System of its right to claim such exemptions, privileges, and immunities as may be provided by law. Further, no delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

12.18 Survival of Provisions. No expiration or termination of this Agreement will relieve any Party of any obligations under this Agreement that by their nature survive expiration or termination, including but not limited to Sections 6, 8, 10, 12.5, 12.14, 12.15, 12.17, 12.20, and 12.22.

12.19 Historically Underutilized Business Subcontracting Plan. If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, then Univision will be required to make a good faith effort and complete the state of Texas HSP found at <http://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, Univision will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then Univision must make a good faith effort according to the HSP instructions. In the event that Univision determines it will be using a subcontractor, it shall contact Mr. Jeff Zimmermann from System's HUB Program at (979) 458-6410 or [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP.

12.20 Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by System and Univision to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business. Univision shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and Chief Financial Officer for System, who shall examine Univision's claim and any counterclaim and negotiate with Univision in an effort to resolve

the claim.


12.22 Assistance in Litigation. During the Term of this Agreement and for a period of two (2) years thereafter, each Party shall upon reasonable notice, furnish such information and proper assistance to the other Party as may reasonably be required in connection with any litigation in which the Project or a Party, or any of their respective subsidiaries, principals, or affiliates is, or may become, a party. the assisting Party shall be entitled to reimbursement by the requesting Party for all reasonable out-of-pocket expenses incurred in rendering such assistance. The provisions of this Section shall survive the termination of this Agreement for any reason.

12.23 Contract Documents. Univision will furnish all services in the manner described in this Agreement, and the other documents listed below (“Contract Documents”), listed in order of precedence and incorporated herein:


- (a) This Media Services Agreement
- (b) RFP01-SYCO-17-016, including all addenda and responses to written questions, if any
- (c) Univision’s Proposal submitted in response to RFP01-SYCO-17-016, including all subsequently submitted addenda, clarifications, revised offers and responses to questions

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the date and year first written above.

THE TEXAS A&M UNIVERSITY SYSTEM

By:   
Name: Billy Hamilton  
Title: Exec Vice Chancellor: CFO

UNIVISION STATIONS GROUP, L.P.

By:   
Name: Chris Morris  
Title: VP LGM

## **EXHIBIT A**

### **Scope of Services**

Univision will provide talent, production and media distribution services of the broadcast content for the Texas A&M Healthy Texas campaign as part of its regularly scheduled news programming, reaching a broadcast audience, for a 15-week campaign (the Project). Broadcast and promotion of information includes television, radio, digital and social media as outlined in its response to RFP01-SYCO-17-016, incorporated herein by reference. In furtherance of these requirements, Univision will provide the following:

#### **Content**

- Consultation with Healthy Texas in developing schedule of Healthy Texas-branded segment topics and focus areas, maintaining consistency with the Healthy Texas mission
- Coordination with Healthy Texas in selecting and arranging area subject matter experts (each Party to provide experts) to provide educational resources for Healthy Texas-branded segment topics, maintaining consistency with the Healthy Texas mission. Univision will provide Healthy Texas with a list of potential subject matter experts and Healthy Texas will have a minimum of 48 hours to confirm and approve any expert prior to filming.

#### **Production**

- Key Personnel to serve as On-air talent for broadcast segments are defined in Section 4 of the Agreement.
- Full production and editing staff
- Graphic design for overall look of show and segments, incorporating Texas A&M colors and Healthy Texas logo in branded segments
- Healthy Texas will be able to review transcript of segments a minimum of 48 hours prior to airing to ensure consistency with program values and objectives
- Univision will prepare weekend compilation show which will be pre-recorded with options to add additional information on topics that were presented during the weekly segments
- System will have the ability to include a pre-recorded 'signature' sign-off for each segment

#### **Broadcast**

- TV segments will be 1 to 2 minutes in length
- TV segments will broadcast on Univision 41 (4 weekly) in the 5 p.m. News (M-Th)
- Weekend compilation half-hour show will broadcast on Univision 41 currently contemplated to air on Saturday 11a.m. to 11:30a.m.
- Audio replay from segments will air on two San Antonio-area and one McAllen-area Spanish language radio stations

- Broadcast of Healthy Texas-branded segments via TV, radio, web and social media across south Texas (San Antonio and Rio Grande Valley areas)
- Promotion of Healthy Texas-branded segments via TV, radio, web and social media across south Texas (San Antonio and Rio Grande Valley areas) as set forth in Exhibit B
- Segment promotions on TV will run 2-3 times per day each week as set forth in Exhibit B
- Segments will be promoted on Univision 41 social media feed a minimum 2 times per day each week
- Links/Replay of Healthy Texas segments on TV station website and social media channels across south Texas (San Antonio and Rio Grande Valley areas)

#### **Digital Library**

- Univision 41 will create a Healthy Texas page on their website to house recordings of each of the segments
- Segments will be promoted via Univision 41 social media feed

#### **Rebroadcast**

- Univision will provide digital copies of segments to System in furtherance of Section 6.2 of the Agreement.

#### **Integrations/Placements**

- Univision may secure brand integrations and/or placements of the segments and/or show and will retain all the proceeds in connection therewith. Said integration/placement will be subject to System's approval, not to be unreasonably withheld, delayed or conditioned.

#### **Branding**

- All materials and content will be co-branded with Univision and Texas A&M University Healthy Texas

**EXHIBIT B  
Project Pricing**

	<u>Weekly</u>	<u>15 Week Total</u>
• Weekly TV Segments on Univision 41	\$2,000	\$30,000
• Well Baby Feature		
• Dinner Tonight: Healthy Cooking		
• Exercise and Fitness		
• Diabetes, Asthma, etc. Prevention Education		
• Univision Block TV Show	\$1,500	\$22,500
• Univision San Antonio KROM Radio Show	\$1,250	\$18,750
• Sunday's 8am-8:30am		
• Univision San Antonio KCOR Radio Show	\$350	\$5,250
• Sunday's 7a-7:30am		
• Univision Mc Allen Radio Show	\$325	\$4,875
• Sunday's 7a-7:30am		
• Social Media	\$2,000	\$30,000
• TV Promos	\$2,000	\$30,000
• Radio Promos San Antonio(KROM & KCOR)	\$625	\$9,375
• Radio Promos McAllen(KGBT)	\$200	\$3,000
• Full Production and Editing Services Included		

**TOTAL: \$153,750**

Univision shall invoice System within fifteen (15) days after the end of any month for services performed during that month. Upon receipt of each properly documented invoice, the System shall pay Univision (generally within thirty (30) days of the receipt of such invoice and consistent with Texas Prompt Payment laws), subject to the terms and conditions set forth herein.

**EXHIBIT C**

**Evidence of Insurance of Univision**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue 3rd Floor New York NY 10177	<b>CONTACT NAME:</b> Jonathan Hemel <b>PHONE (A/C, No, Ext):</b> 212-981-3392 <b>FAX (A/C, No):</b> 212-994-7047 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Insurance Corporation	42404	INSURER B : Zurich American Insurance Company	16535	INSURER C : American Zurich Insurance Company	40142	INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
<b>INSURED</b> UNIVCOM-04 Univision Stations Group, LP 12451 Network Blvd. Suite 140 San Antonio TX 78249														

**COVERAGES**

CERTIFICATE NUMBER: 895963008

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Host Liquor Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 5096259 00	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP 5096260 00	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	TH7-631-509417-015	10/1/2016	10/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC 5096257 00 (AOS) WC 5096258 00 (MA, OH)	10/1/2016 10/1/2016	10/1/2017 10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE FOLLOWING IS ONLY APPLICABLE IF REQUIRED BY A WRITTEN AGREEMENT.

The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, Texas A&M AgriLife Extension, and the respective officers, employees, and representatives of the System and Texas A&M AgriLife Extension are included as Additional Insureds in connection with "Texas A&M Healthy Texas campaign". Coverage is primary and non-contributory.

Self-Insured Retentions:  
 General Liability \$500,000  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

The Texas A&M University System 301 Tarrow Street, 6th Floor College Station TX 77840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Univision Stations Group, LP 12451 Network Blvd. Suite 140 San Antonio TX 78249
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Auto Liability \$250,000  
 Workers' Comp \$500,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
322070-ALL-E&O-17-18	<b>INSURER A :</b> National Union Fire Insurance Company	<b>NAIC #</b> 19445
<b>INSURED</b> Univision Communications, Inc. Glenpointe Centre West 500 Frank W. Burr Boulevard, 6th Floor Teaneck, NJ 07666	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>INSURER G :</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> NYC-008768825-01	<b>REVISION NUMBER:</b> 1
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>ERRORS &amp; OMISSIONS LIABILITY</b>			01-334-75-81	04/01/2017	04/01/2018	Limit: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> The Texas A&M University System 301 Tarrow Street, 6th Floor College Station, TX 77840	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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<b>CERTIFICATE HOLDER</b> The Texas A&M University System 301 Tarrow Street, 6th Floor College Station, TX 77840	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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