

ROCKY MOUNTAIN STUDENT MEDIA CORPORATION
Fiscal Years 2024-2026 OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into as of the 1st day of July, 2023 (the "Agreement"), by and between Rocky Mountain Student Media Corporation ("RMSMC"), a non-profit corporation organized under the laws of the State of Colorado and qualified under Section 501(c)(3) and 509(a)(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") also for the benefit of the Associated Students of Colorado State University ("ASCSU"), a student organization representing the CSU student body.

RECITALS

A. RMSMC was established in 2008 for the purpose of providing print, broadcast and new media services to Colorado State University. RMSMC is a Colorado non-profit corporation that does not have shareholders.

B. The affairs of RMSMC 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, CSU, and ASCSU. RMSMC's mission is to further the interests of CSU students and to provide education and training to CSU students in journalism, broadcasting and other media methods and management. Employees and officials of CSU may have advisory roles with RMSMC, and serve on the RMSMC 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 RMSMC.

C. ASCSU represents various interests of the students at CSU, including the development of educational opportunities and experiences for those students. RMSMC's mission aligns with ASCSU's goal of providing opportunities for students. Accordingly, ASCSU has agreed to fund the services that will be provided by RMSMC under this Agreement.

D. 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.

E. CSU, ASCSU, and RMSMC believe that the services of RMSMC can be provided on an effective and cost-efficient basis under a comprehensive agreement in which CSU and ASCSU retain RMSMC as a non-exclusive provider of print, broadcast and digital media and educational laboratory experiences to CSU students in return for pre-established annual fees as set forth herein.

F. The University and RMSMC are parties to that Operating Agreement entered into as of August 1, 2008, and as amended by that First Amendment to Operating Agreement effective as of May 31, 2009, and that Second Amendment to Operating Agreement effective as of May 31, 2010, as well as the Fiscal Years 2012-2014 Operating Agreement, effective July 1, 2011, as amended by the First and Second Amendment to Fiscal Years 2012-2014 Operating Agreement, and that certain Fiscal Years 2015-2017 Operating Agreement, as amended by the First and Second Amendments, and that certain Fiscal Years 2018-2020 Operating Agreement, as amended by the First and Second Amendments, and that certain Fiscal Years 2021-2023 Operating Agreement, as amended by the First and Second Amendments (collectively, the "Former Operating Agreements"), which established RMSMC as a non-exclusive provider of print, broadcast and digital media and educational laboratory experiences to CSU students in return for pre-established annual fees. This Agreement supersedes and replaces the Former Operating Agreements. The parties agree the relationship between RMSMC and CSU and ASCSU 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.

RMSMC 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**. RMSMC 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.

RMSMC shall produce radio programming and segments, including podcasts, 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 RMSMC must adhere. Appendix 2 sets forth the broadcast times and charges. Appendix 3 sets forth the regulations and restrictions to which RMSMC must adhere.

In addition, for each academic year during the term of this Agreement, upon request by ASCSU, RMSMC agrees to provide eight (8) hours of podcast production and streaming services to ASCSU (not to exceed one (1) hour per month, except upon agreement of the KCSU station manager) at no additional cost to ASCSU. Also, KCSU will provide DJ services at ASCSU’s CSU home football game tailgate events for four (4) hours before each home football game, which includes set up and takedown time.

3. CTV.

RMSMC 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**. RMSMC and the University, by and through the Division of University Communications (“DUC”) and the Department of Journalism and Media Communications (“JMC”), agree to collaborate in the use, operation and maintenance of the CSU-TV Facilities, under the terms and conditions stated in the Agreement attached hereto and incorporated herein as **Exhibit C-2**. Further, CTV will provide live streaming of the annual ASCSU Election Debates.

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 RMSMC 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. Student Video Productions.

For each academic year during the term of this Agreement, upon request by ASCSU, RMSMC, through its Student Video Production unit, agrees to provide up to six (6) episodes of five (5) finished minutes of video production services at no additional cost to ASCSU. In addition, for each academic year during the term of this Agreement, upon request by ASCSU, RMSMC, through its Student Video Production unit, agrees to provide – at no additional cost – at least one Student Video Productions photographer or videographer for events and scheduled programs. ASCSU will provide at least 48 hours advance notice to the Student Video Production

unit. The total time commitment provided by the Student Video Production unit for these services to ASCSU will not exceed forty (40) hours for any one academic year.

5. Educational Laboratory Experience.

RMSMC shall provide quality educational opportunities and experiences for CSU students in the fields of journalism, broadcasting, advertising, marketing, graphic design, IT and media management. RMSMC shall coordinate its activities and publications with the CSU College of Liberal Arts, JMC and such other colleges, schools or departments of the University as may be identified by CSU from time to time. RMSMC 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**.

6. General Provisions.

A. Performance Period. The term of this Agreement shall commence and the effective date hereof shall be July 1, 2023, and the Agreement shall terminate June 30, 2026. 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. In addition, the parties agree to meet regularly during each Fiscal Year to discuss the parties' performance under the Agreement.

B. Payment Amounts. In Fiscal Year 2024, ASCSU will pay the following amounts to RMSMC:

1) Subscription fee for the Collegian and College Avenue Magazine:	\$258,646.52
2) Television production and station management services from CTV:	103,222.00
3) Radio broadcast services and station management of KCSU:	102,778.35
4) Educational laboratory experience:	<u>300,645.16</u>

Total: \$765,292.03

The parties anticipate meeting in the beginning of January of 2024 and January 2025 to begin negotiations regarding the level of funding for the following fiscal year. To facilitate those discussions, on or around February 2024 and 2025, respectively, RMSMC will provide the President of ASCSU with pertinent documentation, including a year-end projected budget for the current fiscal year, a draft budget for the upcoming fiscal year, and additional details relating to the subcategories that comprise the payment amount. The parties will use their best efforts to execute amendments to this Agreement by May 30, 2024, and May 30, 2025, respectively, regarding the level of funding from ASCSU for the following fiscal year. Upon the request of the President of ASCSU, RMSMC may present its budget and related information to the Student Fee Review Board for comments and questions.

The parties acknowledge that funding levels for the following fiscal years may change due to many factors, including but not limited to the services desired and requested by ASCSU and the University, and changes in RMSMC's expenses or other revenue. A request by RMSMC for increased funding associated with a need to increase salaries for RMSMC employees may be indexed to CSU's annual salary increases for faculty, administrative professionals, and student hourly employees, if any.

C. Payment Terms. ASCSU will make four equal payments of \$191,323.01 to RMSMC during Fiscal Year 2024, on the following dates: within five (5) business days following full

execution of this Agreement by the Parties; November 1, 2023; January 1, 2024; and March 1, 2024. If the payment is due on a day that is not a business day, such payment shall be due on the next succeeding business day. Incorrect payments to RMSMC due to omission, error, fraud, or defalcation shall be recovered from or paid to RMSMC by deduction from or addition to subsequent payment under this Agreement.

- D. License. CSU grants RMSMC 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. RMSMC 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 RMSMC 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 RMSMC 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 RMSMC of the University Marks, or other exercise of the rights granted to the University Marks herein, and upon notice to RMSMC of such disapproval, RMSMC 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 Communications or other official designated by the CSU President.
- E. RMSMC Board Membership. The RMSMC Board of Directors shall include two voting members from CSU and two from ASCSU, and one of ASCSU’s voting members will serve in an ex-officio capacity on the Executive Committee. From CSU, one member will be the Vice President for Student Affairs or her or his designee, and the other member will be the Head of the Department of Journalism and Media Communication or his or her designee. The ASCSU President’s designee will also be a member. These four members shall have the right to attend all meetings of the RMSMC Board of Directors, including any executive session or other closed meeting.
- F. University Link to and Use of RMSMC’s Web site. RMSMC shall provide to CSU a link to the RMSMC’s web sites which contains the various stories, articles, and opinions produced by the RMSMC in such a manner as to allow CSU to download (transfer the materials to CSU servers) such information.
- G. University Trademarks in Advertising. RMSMC shall prohibit the use of the University Marks in advertising accepted for publication, except for entities licensed by CSU to use CSU trademarks. RMSMC 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, RMSMC 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 RMSMC 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.

RMSMC shall insure the Premises and RMSMC's operations in accordance with the terms of Article 12 of the parties' Lory Student Center Lease Agreement. RMSMC will also fully insure its own equipment. The University's equipment, as referenced in section 5.M below, is covered under the University's insurance.

Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of CSU and RMSMC 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 and the University, their 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 RMSMC 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 President of RMSMC setting forth the complaint. RMSMC shall have five (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 RMSMC without the express, written consent of CSU. Any sale or transfer of all, or substantially all of RMSMC's assets to any other entity shall constitute cause for immediate termination of this Agreement and revocation of all licenses, rights and remedies granted RMSMC herein.
- L. Space. During the term of this Agreement, RMSMC 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"). The parties' respective rights and obligations with respect to RMSMC's use of space within the Lory Student Center shall be governed and controlled by the Lease, as it may be amended from time-to-time. CSU and RMSMC are parties to that Lease Agreement for use of Space and the Fifth Amendment to Lease Agreement is attached hereto as **Exhibit F** for reference (the "Lease"). Any rent or other amount due and payable by RMSMC 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 RMSMC 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, RMSMC 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. RMSMC'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 RMSMC in accordance with the Lease and on the condition that the RMSMC take all reasonable and necessary steps to promptly obtain the appropriate state and local tax exemptions for telecommunications services.
- N. Advertising Rates; Advertising. During the term of this Agreement, RMSMC shall charge University Departments no more than \$7.40 per column inch for Collegian advertising and offer a frequency discount of \$7.25 per column inch for Departments that advertise more than 500 inches per academic year, and student organizations that are officially recognized by the University, no more than \$3.00 per column inch for Collegian advertising and may offer a frequency discount for such organizations that agree to advertise 100 or more inches per semester.

In addition, for each academic year during the term of this Agreement, RMSMC agrees to provide thirty-five (35) half pages of advertising in The Collegian at no additional cost to ASCSU in order to support ASCSU's goals of informing the student body on its ongoing activities. To that end, ASCSU will provide camera-ready art to The Collegian staff at least two (2) days prior to its intended publication in the Collegian, along with a text document and any images (if desired), for the piece to be included in the Collegian and online at Collegian.com.

Also, ASCSU staff may produce up to two (2) articles per month in the printed and digital editions of the Collegian. All content and images must be provided by ASCSU one week before the publish date, preferably as a camera-ready PDF. If unused, the ability to place two articles each month does not carry forward to the next month. Each ASCSU article will be designated as "Sponsored Content" (or similar wording) in print and online and will reside in the appropriate section of the Collegian for Sponsored Content in the paper and online versions. In addition, for transparency, the following note should be included at the

beginning of each article: "Sponsored content is information provided by an advertiser that has not been vetted or endorsed by the Collegian's editorial staff. This information is made possible through the ASCSU's financial support of Rocky Mountain Student Media for the purpose of fostering careers post-college and greater campus awareness and engagement."

- O. Representations by RMSMC. RMSMC hereby warrants and represents that RMSMC 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. RMSMC 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. RMSMC 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 RMSMC, 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; Termination. 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 RMSMC shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against RMSMC 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 RMSMC's property or if RMSMC 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 ASCSU:

President, Associated Students of Colorado State University
Lory Student Center, Room 23
Colorado State University
Fort Collins, CO 80523-8033

If to RMSMC:

President, Rocky Mountain Student Media Corporation
Room 118, Lory Student Center
8038 Campus Delivery
Colorado State University
Fort Collins, CO 80523

With copy to:

Department Chair, Journalism and Media 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. RMSMC 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 RMSMC to its terms. The person(s) executing this Agreement on behalf of the RMSMC 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 RMSMC 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; Termination. 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 RMSMC 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 RMSMC. These remedial actions are as follows:
1. Suspend RMSMC's performance pending necessary corrective action as specified by CSU without RMSMC's entitlement to adjustment in price/cost or schedule; and/or
 2. Withhold payment to RMSMC 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 RMSMC 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 RMSMC 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
 5. Termination of the Agreement.

CSU shall give RMSMC written notice of its intent to exercise one or more of the above remedies. RMSMC 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 C.R.S. § 24-10-101, *et seq.*, as amended, and C.R.S. § 24-30-1501, *et seq.*, 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 of the Colorado State University System, CSU, or the members, officers, employees and agents of such entities in accordance with the above cited laws. RMSMC acknowledges that it is not an agency or entity of the Board of Governors or CSU, and its employees are not employees of CSU acting in its governmental capacity, for purposes of governmental immunity.

b. Audit; Document Retention; Annual Review.

(1) In addition to the annual audit or financial statement review described herein, 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, RMSMC will be given reasonable advance notice.

(2) RMSMC shall maintain books, records and documents which support those services provided and fees earned are in accordance with the Agreement and that RMSMC has complied with Agreement terms and conditions. RMSMC agrees to make available, upon reasonable notice, at the office of RMSMC, 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. In addition, RMSMC shall provide quarterly financial statements to the ASCSU President and CSU, in a format that is agreeable to the parties.

RMSMC 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 RMSMC 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, RMSMC 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 RMSMC of the invoice or voucher to which such records relate, unless a shorter period is authorized by the University.

(3) RMSMC 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. At the University's discretion, the annual review will be either a formal audit, or a financial statement review. Each year, the University will provide reasonable notice to RMSMC of the type of annual review to be conducted.

A formal audit would 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 independent auditor would issue a report on its compliance examination as defined in SSAE Section 601. For purposes of this section, a "financial statement review" is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statements for them to be in conformity with the applicable financial reporting network. RMSMC would submit the SSAE Section 601 audit report or the report from the financial statement review to the University and to the ASCSU President within ninety (90) days after the required period of annual review has ended. If the SSAE Section 601 audit report or the report from the financial statement review is other than unqualified, RMSMC shall submit to the University and the ASCSU President, in addition to the reports, a plan describing what actions RMSMC 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.

6. Special Provisions.

1. Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

2. RMSMC shall indemnify, save, and hold harmless the University, 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 RMSMC, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. No term or condition of this Agreement 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, C.R.S. § 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.

3. RMSMC shall perform its duties hereunder as an independent contractor and not as an employee. Neither RMSMC nor any agent or employee of RMSMC shall be or shall be deemed to be an agent or employee of CSU or the state. RMSMC 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 Agreement. RMSMC acknowledges that it 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. RMSMC shall have no authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. RMSMC 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.

4. RMSMC agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

5. 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 Agreement. Any provision of this Agreement, 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 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 Agreement, to the extent that this contract is capable of execution. At all times during the performance of this Agreement, RMSMC shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

6. 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.

7. No State or other public funds payable under this Agreement shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. RMSMC hereby certifies that, for the term of this Agreement and any extensions, RMSMC has in place appropriate systems and controls to prevent such improper use of public funds. If the State or the University determines that RMSMC 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 Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

SIGNATURE PAGE TO FOLLOW

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

The person signing for RMSMC hereby swears and affirms that he/she is authorized to act on its 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>ROCKY MOUNTAIN STUDENT MEDIA CORPORATION</p> <p>By: <u><i>Peter Waack</i></u> <small>Peter Waack (Jul 17, 2023 17:59 MDT)</small></p> <p>Peter Waack, President Rocky Mountain Student Media Corporation</p> <p>Date: <u>Jul 17, 2023</u></p>	<p>THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through Colorado State University</p> <p>By: <u><i>Brendan Hanlon</i></u> Brendan Hanlon, CFO and Vice President for University Operations Colorado State University</p> <p>Date: <u>Jul 18, 2023</u></p> <p>ASSOCIATED STUDENTS OF COLORADO STATE UNIVERSITY</p> <p>By: <u><i>Nicholas DeSalvo</i></u> <small>Nicholas DeSalvo (Jul 20, 2023 17:32 EDT)</small> Nick DeSalvo, President</p> <p>LEGAL SUFFICIENCY:</p> <p>By: <u><i>Jason Johnson</i></u> <small>Jason Johnson (Jul 14, 2023 20:04 MDT)</small> Jason L. Johnson General Counsel and Special Assistant Attorney General</p>
--	--

ALL CONTRACTS REQUIRE APPROVAL BY THE COLORADO STATE UNIVERSITY CONTROLLER

C.R.S. § 24-30-202 and University Policy require the Colorado State University Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the University 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.

COLORADO STATE UNIVERSITY CONTROLLER

By: *David Ryan*
David Ryan (Jul 20, 2023 12:01 MDT)

Date: Jul 20, 2023

EXHIBIT A

**ROCKY MOUNTAIN STUDENT MEDIA CORPORATION
FISCAL YEARS 2024-2026 OPERATING AGREEMENT**

**SCOPE OF WORK FOR THE ROCKY MOUNTAIN COLLEGIAN, A NEWSPAPER,
AND COLLEGE AVENUE, A MAGAZINE**

1. The Rocky Mountain Collegian

RMSMC shall publish The Rocky Mountain Collegian (“Collegian”) as a newspaper and digital medium with paid advertising, directed primarily, but not exclusively, to the students, faculty and staff of Colorado State University and distributed on the CSU campus and Fort Collins community.

The Collegian digital content shall be published and distributed each weekday on multiple digital platforms during the fall and spring semesters and weekly during the eight-week summer term. The Collegian shall publish a minimum of one (1) printed edition each week during the fall and spring semesters. The Collegian shall be distributed to outlets on the CSU campus in Fort Collins as well as on the Internet. RMSMC shall distribute at least 3,000 copies on days an edition is printed during the spring and fall semesters. In addition, the parties agree that the minimum number of print copies of the Collegian may be adjusted by written agreement of the parties during the term of the Agreement, depending upon the results of a distribution audit.

The Collegian shall be written and edited by currently enrolled CSU students, and may include content from CSU faculty and staff, as well as community members. The minimum number of hours required to determine students’ employment eligibility, students’ status as degree seeking, and other standards will be defined by RMSMC’s operating policies and procedures and provided upon request to the University;

The Collegian shall:

- Educate, inform, and entertain its readership;
- Foster a working environment where CSU students are educated about professional journalistic skills, values, ethics, and responsibilities, visual arts, business, advertising, management, and leadership;
- Provide a forum or promote other methods, such as online or by written submission, for gathering public input and areas of concern to the CSU community and the larger community beyond the University;
- Subscribe to the journalistic standards of the Society of Professional Journalists Code of Ethics, a copy of which is attached hereto;
- Follow the Code of Ethics for RMSMC Journalists, a copy of which is attached hereto, which shall annually be reviewed and revised by RMSMC, as necessary. As part of the review process, RMSMC shall provide an opportunity to solicit input online and in print from the community, including ASCSU, CSU students and the University.

The Collegian shall provide experience and training to Colorado State University students including those enrolled in journalism and technical communications;

During the term of this Agreement, no less than three-quarters of The Collegian’s editorial board shall be currently enrolled CSU students.

Each issue of The Collegian shall bear upon its masthead the following inscription: "This publication is not an official publication of Colorado State University, but is published by an independent corporation using the name 'The Rocky Mountain Collegian' pursuant to a license granted by CSU. Approximately [XX%] of Rocky Mountain Student Media Corporation's income is provided by the Associated Students of Colorado State University (ASCSU) for the purpose of fostering student careers post-college and greater campus awareness and engagement." This masthead shall have a comparable location and size on the RMSMC website licensed herein. RMSMC will also communicate similar messages across all its websites.

The Collegian enjoys the freedom of speech guaranteed by the First Amendment to the United States Constitution. In addition, RMSMC is bound by its contractual obligations under the Operating Agreement.

2. College Avenue, a magazine

RMSMC shall publish one edition of the College Avenue magazine each Fall and Spring semester for distribution on "College Avenue" stands located on the CSU campus. College Avenue will include general interest content and paid advertising directed primarily, but not exclusively, to the students, faculty and staff of Colorado State University;

College Avenue also shall be distributed on the Internet;

College Avenue shall be written and edited by currently enrolled CSU students. The minimum number of hours required to determine students' employment eligibility, students' status as degree seeking, and other standards will be defined by RMSMC's operating policies and procedures, which will be provided upon request to the University;

College Avenue shall:

- Educate, inform, and entertain its readership;
- Foster a working environment where CSU students are educated about professional journalistic skills, values, ethics, and responsibilities, visual arts, business, advertising, management, and leadership;
- Provide a forum for the free expression of ideas of public concern to the CSU community and the larger community beyond the University;

College Avenue shall provide experience and training to Colorado State University students including those enrolled in journalism and media communications;

During the term of this Operating Agreement, no less than three-quarters of College Avenue's editorial board shall be currently enrolled CSU students (as defined by the Corporation's operating policies and procedures defining students);

Each issue of College Avenue shall bear upon its masthead the following inscription: "This publication is not an official publication of Colorado State University, but is published by an independent corporation using the name 'College Avenue' pursuant to a license granted by CSU. Approximately [XX%] of Rocky Mountain Student Media Corporation's income is provided by the Associated Students of Colorado State University (ASCSU) for the purpose of fostering student careers post-college and greater campus awareness and engagement." This masthead shall have a comparable location and size on the RMSMC website licensed herein.

College Avenue staff shall subscribe to the standards of the Society of Professional Journalists Code of Ethics and the RMSMC Code of Ethics, as they may be amended from time-to-time;

College Avenue enjoys the freedom of speech guaranteed by the First Amendment to the United States Constitution. In addition, RMSMC is bound by its contractual obligations under the Operating Agreement.

CODE of ETHICS

PREAMBLE

Members of the Society of Professional Journalists believe that public enlightenment is the forerunner of justice and the foundation of democracy. Ethical journalism strives to ensure the free exchange of information that is accurate, fair and thorough. An ethical journalist acts with integrity. The Society declares these four principles as the foundation of ethical journalism and encourages their use in its practice by all people in all media.

SEEK TRUTH AND REPORT IT

Ethical journalism should be accurate and fair. Journalists should be honest and courageous in gathering, reporting and interpreting information.

Journalists should:

- ▶ Take responsibility for the accuracy of their work. Verify information before releasing it. Use original sources whenever possible.
- ▶ Remember that neither speed nor format excuses inaccuracy.
- ▶ Provide context. Take special care not to misrepresent or oversimplify in promoting, previewing or summarizing a story.
- ▶ Gather, update and correct information throughout the life of a news story.
- ▶ Be cautious when making promises, but keep the promises they make.
- ▶ Identify sources clearly. The public is entitled to as much information as possible to judge the reliability and motivations of sources.
- ▶ Consider sources' motives before promising anonymity. Reserve anonymity for sources who may face danger, retribution or other harm, and have information that cannot be obtained elsewhere. Explain why anonymity was granted.
- ▶ Diligently seek subjects of news coverage to allow them to respond to criticism or allegations of wrongdoing.
- ▶ Avoid undercover or other surreptitious methods of gathering information unless traditional, open methods will not yield information vital to the public.
- ▶ Be vigilant and courageous about holding those with power accountable. Give voice to the voiceless.
- ▶ Support the open and civil exchange of views, even views they find repugnant.
- ▶ Recognize a special obligation to serve as watchdogs over public affairs and government. Seek to ensure that the public's business is conducted in the open, and that public records are open to all.
- ▶ Provide access to source material when it is relevant and appropriate.
- ▶ Boldly tell the story of the diversity and magnitude of the human experience. Seek sources whose voices we seldom hear.
- ▶ Avoid stereotyping. Journalists should examine the ways their values and experiences may shape their reporting.
- ▶ Label advocacy and commentary.
- ▶ Never deliberately distort facts or context, including visual information. Clearly label illustrations and re-enactments.
- ▶ Never plagiarize. Always attribute.

MINIMIZE HARM

Ethical journalism treats sources, subjects, colleagues and members of the public as human beings deserving of respect.

Journalists should:

- ▶ Balance the public's need for information against potential harm or discomfort. Pursuit of the news is not a license for arrogance or undue intrusiveness.

- ▶ Show compassion for those who may be affected by news coverage. Use heightened sensitivity when dealing with juveniles, victims of sex crimes, and sources or subjects who are inexperienced or unable to give consent. Consider cultural differences in approach and treatment.
- ▶ Recognize that legal access to information differs from an ethical justification to publish or broadcast.
- ▶ Realize that private people have a greater right to control information about themselves than public figures and others who seek power, influence or attention. Weigh the consequences of publishing or broadcasting personal information.
- ▶ Avoid pandering to lurid curiosity, even if others do.
- ▶ Balance a suspect's right to a fair trial with the public's right to know. Consider the implications of identifying criminal suspects before they face legal charges.
- ▶ Consider the long-term implications of the extended reach and permanence of publication. Provide updated and more complete information as appropriate.

ACT INDEPENDENTLY

The highest and primary obligation of ethical journalism is to serve the public.

Journalists should:

- ▶ Avoid conflicts of interest, real or perceived. Disclose unavoidable conflicts.
- ▶ Refuse gifts, favors, fees, free travel and special treatment, and avoid political and other outside activities that may compromise integrity or impartiality, or may damage credibility.
- ▶ Be wary of sources offering information for favors or money; do not pay for access to news. Identify content provided by outside sources, whether paid or not.
- ▶ Deny favored treatment to advertisers, donors or any other special interests, and resist internal and external pressure to influence coverage.
- ▶ Distinguish news from advertising and shun hybrids that blur the lines between the two. Prominently label sponsored content.

BE ACCOUNTABLE AND TRANSPARENT

Ethical journalism means taking responsibility for one's work and explaining one's decisions to the public.

Journalists should:

- ▶ Explain ethical choices and processes to audiences. Encourage a civil dialogue with the public about journalistic practices, coverage and news content.
- ▶ Respond quickly to questions about accuracy, clarity and fairness.
- ▶ Acknowledge mistakes and correct them promptly and prominently. Explain corrections and clarifications carefully and clearly.
- ▶ Expose unethical conduct in journalism, including within their organizations.
- ▶ Abide by the same high standards they expect of others.

The SPJ Code of Ethics is a statement of abiding principles supported by additional explanations and position papers (at spj.org) that address changing journalistic practices. It is not a set of rules, rather a guide that encourages all who engage in journalism to take responsibility for the information they provide, regardless of medium. The code should be read as a whole; individual principles should not be taken out of context. It is not, nor can it be under the First Amendment, legally enforceable.

Code of Ethics for RMSMC journalists

Based in large part on the Model Code of Ethics for Collegiate Journalists, Associated Collegiate Press, written by Albert DeLuca and Tom Rolnicki (Fourth edition revised by Brian Steffen).

Adopted by the RMSMC Board of Directors February 19, 2009

updated October 2013

updated November 2015

01 Free Travel: To remain as free of influence or obligation to report a story, student journalists in pursuit of a story should not accept free travel, accommodations or meals related to travel. For convenience, sports reporters may travel on team charters, but the RMSMC will reimburse the cost of the transportation and related expenses. The same pay-as-you-go policy applies to non-sports reporting as well, including businesses and governments. Free travel and accommodations that are non-coverage related and provided by a vendor may be accepted if the primary purpose is for education or training and is related to the fulfillment of an agreement or contract.

02 Gifts: Gifts should not be accepted. Any gift should be returned to the sender or sent to a charity. If the gift is of de minimis (no significant) value, such as a desk trinket, small food item or pen, the staff member may retain the gift. As a guideline, if the value is under \$10, the gift may be kept. More than one gift in one year, even if under \$10, from the same giver, may not be accepted.

03 Free tickets, Passes, Discounts: RMSMC staff members assigned to report on a sporting event, lecture, play, concert, movie or other entertainment event should pay for admission. The company will reimburse staff member expenses, with prior approval (no prior approval needed for breaking news). Free tickets or passes may be accepted by staff members assigned to cover an event or by those attending for legitimate news purposes. Press facilities at these events may only be used by staff members who are assigned to cover the event. Free tickets or passes may be accepted by staff members for personal use, only if tickets are available on the same complimentary basis to non-journalists.

04 Ownership of Books, Music, & Other Products Given for Review: Any materials given to the RMSMC media for review become the property of the publication and not of any individual staff member. The Executive Editor reserves the right to disperse the property in an equitable way.

05 Other Employment: Other employment should not conflict with the staffer's responsibilities to a RMSMC medium. The staffer must report any other employment to the editor or manager to avoid any conflicts of interest with assignments or other staff editorial or business responsibilities or influences.

06 Other Off-campus or Freelance Media Work: Approval of work for an off-campus news medium and freelance media work should be sought in advance of the commitment. It is permissible on a staffer's own time and should not conflict with the staffer's

obligations to RMSMC media.

07 Online Media Work: RMSMC student journalists who establish their own web media, blogs or similar media must not allow personal media to give the appearance that these media are connected with, sponsored by or sanctioned by the RMSMC or any of its media. Editors and managers should draft and enforce policies governing the work of student journalists in the online environment as that work impacts the ability of RMSMC media to serve the Colorado State campus community.

08 Memberships in Campus Organizations: Staffers may not cover a campus organization they belong to, or participate in any editorial or business decisions regarding that organization. Staffers may provide story leads about the organizations to which they belong to other staffers. Staffers should report their memberships to their supervising editor or manager. To maintain the role of the press as an independent watchdog of government, a staffer with responsibilities for news coverage should not be an elected or appointed member of student government.

09 Outside Activities, Including Political: Political involvement, holding off campus public office and service in community organizations should be considered carefully to avoid compromising professional integrity and that of the publication. The notion of the journalist as an independent observer and fact-finder is important to preserve. A staffer involved in specific political action, especially in a leadership role, should not be assigned to cover that involvement unless such relationships are approved by the editor or manager and disclosed to readers, viewers and listeners.

10 Relationships and Coverage: Staffers must declare conflicts and avoid involvement in stories dealing with members of their families, or people in whom they have close, personal relationship with. Staff members should not cover — in words, photographs, artwork, or broadcast content — or make news judgments about family members or persons with whom they have financial, adversarial, romantic, sexual or closely personal relationships. Intrastaff dating, where one person assigns or evaluates the work of the other person, determines the rate of pay, or if one is in a position to promote or assign the other to a higher staff position, must be disclosed. In this instance, a reassignment of positions is possible.

11 Use of Alcoholic Beverages or Other Substances While on Assignment: Even though a staffer may be able to drink legally, no or only light drinking in a social setting such as a dinner or reception is recommended to avoid any suspicion by a source or the public that the staffer's judgment, credibility or objectivity is impaired by alcohol. When covering an event where alcohol is served, staffers should not accept free drinks unless all drinks are free to everyone in attendance. Staffers should avoid the appearance that they are being "wined and dined" by any source or group.

12 Sexual Harassment: Sexual harassment is: (verbal) suggestive comments, sexual innuendo, threats, insults, jokes about sex-specific traits, sexual propositions; (nonverbal) vulgar gestures, whistling, leering, suggestive or insulting noises; (physical) touching, pinching, brushing the body, coercing sexual intercourse, assault. Sexual harassment can

be called job-related harassment when submission is made implicitly or explicitly a condition of employment, a condition of work related assignments, compensation and other factors, or if such conduct interferes with the staffer's performance or creates a hostile, intimidating or offensive work environment. Sexual harassment is prohibited. All claims of harassment must be promptly reported to Mario Caballero, Equal Opportunity Office representative. The RMSMC's harassment policies and procedures (please company documents for detailed procedures) include at least two alternate methods of reporting, information on how the claim will be investigated, and what will be done to correct the situation if it is real harassment. The student media head is responsible for ensuring a staff meeting is held prior to the start of each semester each year and new staff members and volunteers are provided with the RMSMC's harassment policies and procedures.

13 Plagiarism of Words, Art, Other: For the purposes of this code, plagiarism is defined as the word-for-word duplication of another person's writing or close summarization of the work of another source without giving the source proper credit. A comparable prohibition applies to the use of graphics and broadcast materials. Information obtained from a published work must be independently verified before it can be reported as a new, original story. This policy also forbids lifting verbatim paragraphs from a wire service, publication, or broadcast entity without attribution or pointing out that wire stories were used in compiling the story. Material that is published on the Internet should be treated in the same way as if it were published in more traditional broadcast media. Because plagiarism can significantly undermine the public trust of journalists and journalism, editors and managers will consider severe penalties for documented cases of plagiarism, including dismissal from the staff.

14 Fabrication of Any Kind: The use of composite characters or imaginary situations or characters will not be allowed in news or feature stories. A columnist may, occasionally, use such an approach in developing a piece, but it must be clear to the reader that the person or situation is fictional and that the column is commentary and not reporting. The growth of narrative story development (storytelling devices) means that reporters, editors and broadcasters should be especially careful to not mix fact and fiction, and not embellish fact with fictional details, regardless of their significance. Because fabrication can significantly undermine the public trust of journalists and journalism, editors and managers will consider severe penalties for documented cases of fabrication, including dismissal from the staff.

15 Electronically Altered Photos: Electronically altering the content of photos or videos for news and general feature stories or as stand-alone news and feature photos or videos is not allowed. Exceptions to this would be adjustments to contrast and similar technical enhancements that don't affect the truthfulness of the subject and context of the subject or the scene. Content may be altered for creative purposes as a special effect for a feature story if the caption or credit line includes that fact and if an average reader would not mistake the photo or video for reality. These photos and videos are usually tagged as photo illustrations. In a news medium, readers and viewers expect photos and stories to be truthful.

16 Photographic Illustration and Re-enactments: Set-ups or posed scenes may be used if the average reader will not be misled or if the caption or credit line tells readers or viewers that it is a photo illustration, video composite, or a re-enactment or re-staging of an event, including award presentations. Recording the original action is always preferred.

17 Use of Photographs and Video of Victims of Accidents, Fires, Natural Disasters: Photos and video have a tremendous impact on readers. The question of privacy versus the public's right to know should be considered. The line between good and bad taste and reality and sensationalism is not always easy to draw. Care should be taken to maintain the dignity of the subject as much as possible without undermining the truth of the event. In making a final decision on a photo or video of this type, an editor should consider: Do the readers or viewers need information from this photo that helps explain the event better than words or another photo? Who is hurt by the publication of this photo or airing of the video? How would I react if my photograph or video were taken at such a moment of tragedy and anguish?

18 Reporting Names, Addresses of Crime Victims: Staffers need to know Colorado state laws that govern the publication or airing of the names of crime victims. Customarily, the names of rape victims are not published or broadcast; however, some news media have asked victims of sexual assault to identify themselves for public release. This may be negotiated between the victim and the medium. Victims of nonsexual crimes may be identified, but the media have a responsibility to give some protection to the victims such as giving imprecise addresses. With the exception of major crimes, predetermined by the editor or broadcast manager, an arrested person is not named until charges are filed. However, to avoid a subjective list of exceptions, it is acceptable to withhold all names, regardless of the crime, until charges are filed.

19 Cooperation with Law Enforcement, Government, College Administration: To be an effective watchdog on other agencies, RMSMC media must remain independent. The media should not take over any of the duties of any outside agency; cooperation or involvement in the work of these agencies should be restricted to what is required by law. Staffers should know any freedom of information, open meetings and shield laws that apply to their work. If a staffer thinks any public authority is interfering with the staffer's functions as a journalist, the incident should be reported to the editor or manager and the medium's professional adviser. The editor or manager should then seek advice from their RMSMC adviser, who will consult with the RMSMC's legal counsel or, when appropriate, such groups as the Student Press Law Center or American Civil Liberties Union.

20 Scrutiny of a Public Person's Life: Conflicts exist between a person's desire for privacy and the public good or the public's right to know about a public person's life. Persons who freely choose to become public celebrities or public servants should expect a greater level of scrutiny of their life than a private person—even a private person who suddenly is involved in a public situation. Staffers should make judgments based on the real news value of the situation, common sense and decency. Reporters and photographers should not badger a person who has made it clear that he or she does not

want to be interviewed or photographed. One exception is those who are involved in criminal activity or in court. Publishing or broadcasting intimate details of a person's life, such as their health or sexual activities, should be done with extreme care and only if the facts are important for the completeness of a story and reflect in a significant way upon the person's public life.

21 Profane, Vulgar Words, Explicit Sexual Language: Out of concern for readers, listeners and viewers, student media broadcasts, publications, and web media (including podcasts) do not publish or broadcast profanity except under special circumstances described below. Certainly, in light of rules covering broadcasts, the use of profane words in broadcasting may result in harsh government sanctions and or fines and, therefore, are unacceptable. In the print or web media, the use of profanity in headlines or similar typographic treatment is not permitted. However, in unusual cases involving print or web media, the editor-in-chief or broadcast manager may find that publishing a profane word in text is essential to readers' understanding. In considering the use of profanity, the responsible student executive is required to weigh (a) potential ramifications, (b) consider whether there are alternatives (e.g., f*** or sh*t) that would not interfere with readers' understanding, and (c) the use of profanity for frivolous reasons or simply for "shock" value exposes the student media in general and the student executive or editor-in-chief in particular to potential harm that could lead to disciplinary action ranging from reprimand to dismissal. Digital media managers and producers should also redact profane and vulgar terms from the website comment section by using the same alternatives used in the printed publication. To protect the student executive or editor-in-chief whenever the use of profanity is under consideration, the editor-in-chief or other student executives are encouraged to discuss the use of profanity in advance with their respective RMSMC adviser, general manager or president as well as the heads of other media to fully explore the issues and possible alternatives. Explicit language—but not vulgar, street language—describing sexual activities and human body parts and functions should be used for accurate reporting of health stories and, in a more limited way, for sexual crime stories.

22 Sexist Language: Staffers should avoid sexist labels and descriptive language. Replace such language with neutral terms and descriptions.

23 Negative Stereotyping: Staffers should take care in writing and broadcasting to avoid applying commonly thought but usually erroneous group stereotypes to individuals who are a member of a particular group. Generalizations, often based upon stereotypes, can be misleading and inaccurate. In a broader sense, writers, photographers and artists should avoid subtle stereotyping in their selection of interviewees and subjects of photographs or illustrations. Some examples of negative stereotypes: unmarried, black teen; welfare mothers; unemployed, alcohol using Native Americans; overweight, long-haired white biker outlaws; effeminate gays; inarticulate, "dumb" blonde women. It is also advisable to avoid sexual stereotyping in choice of subjects for stories, photographs and illustrations on sports or political or social issues such as equal rights.

24 Use of Racial, Ethnic, Religious, Sexual Orientation, Other Group Identifiers: Identification of a person as a member of any population group should be limited to those cases when that membership is essential for the reader's complete understanding of the

story; it should be done with great care so as not to perpetuate negative or positive group stereotyping. When identifiers are used, it is important that the correct one be used. Some examples of identifiers: Hispanic, Jew, lesbian, Italian, person with AIDS (PWA), physically challenged, deaf (or partially deaf). Please consult the style manual of the Associated Press or another news organization for guidance in properly and accurately identifying individuals on the basis of their membership in ethnic or religious groups or on the basis of their sexual orientation.

25 False Identity, Stolen Documents, Concealed Recording, Eavesdropping: In the ordinary course of reporting, no staffers shall misrepresent themselves as anything other than representatives of the RMSMC they represent. Staffers may not steal or knowingly receive stolen materials regardless of their importance to a story. Except in situations judged by an editor as extraordinary, a staffer shall not record an interview or meeting without the interviewee's permission or the obvious placement of a recording device (not hidden) at the start of the interview or meeting in which case the interviewee or newsmakers do not object and are aware of the presence of the recording device. Committing an illegal act to eavesdrop on a source is not allowed. Colorado laws on the use of recording devices should be checked. Editors and managers will consider severe penalties for violations of this policy, including dismissal from the staff.

26 Granting and Preserving Confidentiality to Sources: A reporter should not promise confidentiality to a source without the permission of the editor or broadcast manager. Confidentiality should only be given if there is a real danger that physical, emotional or financial harm will come to the source if his/her name is revealed. The editor or manager should have all the facts and the source's name before the decision is made. The editor or manager should know of any laws pertaining to confidentiality and disclosure before a decision is made. A reporter should make every attempt to get the same information from another source who agrees to be named since the goal is to attribute all information to a specific source for all stories.

27 Anonymous Sources: Generally, anonymous sources are not used in stories. Information that comes from an unnamed or unknown source should not be used unless it can be verified through another, known source. If two independent sources verify the information and both are unnamed, an editor may decide to publish or broadcast the information with careful consideration of the need for immediacy and the news value of the information. The source may be identified generally as one associated with an agency to give some degree of credibility to the information. (See 26: Confidentiality.) The danger exists that the reader or viewer might not believe the information if sources are not given; the medium's credibility might suffer; information obtained later from a named source and verified might disprove the information given by the unnamed or unknown sources. No anonymous source may be used without an editor verifying the legitimacy of the source. A reporter or editor unwilling to protect the identity of the source to authorities should strongly consider refraining from using the source.

28 No Response from Subject: If the subject of a story does not respond to a reporter's inquiry, the reporter may use the failure to respond in the story. However, use the verb "refused" to respond cautiously because of its connotation. It is often better to use

“declined” or “would not respond.” If the subject cannot be reached, it is acceptable to say that the subject was not available for comment, or the subject was not immediately available for comment. The difference between not responding and not available for comment should be clear to readers, viewers and listeners.

29 Sources on the Internet: Reporters who use the Internet and e-mail to interview sources should identify themselves as a reporter immediately, and should verify the sources identify with a follow-up telephone call. The source should be told that the information given is for a story. Information from Internet chat rooms and bulletin boards should not be used except as background or if it is used, it should be attributed as “from the Internet.” Since some information on the Internet may not be accurate, verification of facts through another source is especially important. Raising particular concern among journalists is information from so-called “user generated” sites such as Wikipedia, YouTube, blogs, Facebook and others. While not necessarily inaccurate, such sites allow users to post information and allegations without the benefit of editing or fact-checking.

30 Corrections: An inaccuracy is never knowingly published or broadcast. If any error is found, the RMSMC medium is obligated to correct the error as soon as possible, regardless of the source of the error. A consistent location for the publication of corrections is recommended. Such a location could be on the editorial or op-ed page of a newspaper. It should be clearly and prominently labeled as a correction. Since College Avenue is published infrequently, corrections should be published in the Collegian. Clarifications may also be labeled and published in the same manner. For online publications, corrections can be published at the top or bottom of the story in question. Even in the age of the Internet, journalism is still regarded as the ‘the first rough draft of history.’ As such, journalists should always keep in mind the impacts their factual errors may have on the future record of a person or event. Editors should judge what policies they should develop to govern requests to modify or even delete information from their Websites, which can continue to haunt journalists and their sources for years after publication or broadcasting.

31 Ownership of Work: Regardless of whether a staffer is paid or a volunteer, the RMSMC “owns” published and unpublished or broadcast work done by staffers if the work was done as a staff assignment. Ownership of unpublished or broadcast media that is not broadcast or published may revert to the staffer at a certain time if the editor or manager agrees with this arrangement, but the RMSMC retains the right to an unlimited use of the work. The act of voluntarily joining a staff indicates approval of this policy. As is practiced in professional media, readers, viewers and listeners of the student media should be made aware that ownership of submissions is taken by the student press at the time of submission. Each medium is responsible for administering appropriate documents transferring ownership to be signed by contributors who submit materials for consideration.

32 Contests, Honors: RMSMC media have a proprietary interest in the material it publishes and broadcasts. Thus, editors, managers and advisers are entitled to determine which entries will represent each medium in contests. This will avoid the appearance of a conflict of interest that might occur if staffers were to win or accept awards from

organizations they are assigned to cover. Awards presented to the staff as a whole or to the medium generally become the property of the medium. Individuals who win awards for work published in the staff publication or broadcast on KCSU or CTV may accept the award and retain ownership of it.

33 Separation of Reporting from Commentary: To help the reader separate fact-based reporting from commentary, in the form of personal columns, editorials, analysis and similar opinion writing, all commentary should be labeled or somehow clearly and consistently identified as opinion, especially when it is outside the editorial or op-ed pages and mixed with fact-based reporting.

34 Influences of Advertisers: Editors and broadcast managers should guard against attempts made by advertisers to unduly influence editorial content. The editorial staff reserves the right to make all decisions about any editorial coverage an advertiser may receive, including advertising supplements. Readers, viewers and listeners should not perceive that an advertiser is getting favorable coverage simply because the advertiser has bought space in the publication or provided broadcast underwriting.

35 Acceptance of Reader, Listener and Viewer Feedback: Editors and reporters should invite feedback and participation in their medium. Reaction by the public to what has been published or broadcast should be invited through all methods of communication. Editors and reporters should respond to feedback in a timely matter, less than 24 hours, by returning phone calls, and responding to emails and comments made on the RMSMC website and social media accounts.

36 Contacting family, friends following serious injuries or deaths: RMSMC journalists must exercise special care when covering news that involves the serious injury or death of a student, faculty, staff, or a local resident. Coverage should generally focus on verified and official sources (e.g., police, coroner, fire department, sheriff, Colorado State Patrol, federal or state park officials, or similar sources). When appropriate, the journalist may very sensitively ask the family and friends, without exerting pressure, if they would like to honor the deceased or seriously injured person by telling her or his story for publication or broadcast. In all cases, the journalist should not contact either family or friends more than once and, if the source or sources decline comment, the journalist must respectfully disengage from further conversations, emails, or other forms of contact in order to avoid the perception of undue pressure or insensitivity at a time of tragedy for family and friends.

37 Reporter's Checklist: Through all steps in the reporting process, from conceptualizing the story assignment, through information gathering and pre-writing, to writing, editing and final publication or broadcasting, a reporter must answer these questions:

1. Why am I reporting the story?
2. Is the story fair?
3. Have I attempted to report all angles?

4. Who will the story affect?

5. Can I defend my decision to report the story?

Often, a reporter consults with an adviser, editor or manager regarding these questions, especially if the answers are troublesome.

38 Suicide coverage: Covering suicide carefully, even briefly, can change public misperceptions and correct myths, which can encourage those who are vulnerable or at risk to seek help. Research studies have found that certain types of news coverage can increase the likelihood of suicide in vulnerable individuals. The magnitude of the increase is related to the amount, duration, and prominence of coverage. Risk of additional suicides increases when the story explicitly describes the suicide method, uses dramatic/graphic headlines or images, and repeated/extensive coverage sensationalizes or glamorizes a death. (Based in large part on content provided by *ReportingonSuicide.org*. A specific list of coverage dos and don'ts can be found at <http://reportingonsuicide.org/recommendations/>)

EXHIBIT B

**ROCKY MOUNTAIN STUDENT MEDIA CORPORATION OPERATING AGREEMENT
FISCAL YEARS 2024-2026**

FIFTH AMENDMENT TO TIME BROKERAGE AGREEMENT

This FIFTH AMENDMENT TO TIME BROKERAGE AGREEMENT ("Fifth Amendment") dated this 1st day of July, 2023, by and between The Board of Governors of the Colorado State University System (the "Licensee"), Licensee of Radio Station KCSU-FM (the "Station") located at Fort Collins, Colorado, and The Rocky Mountain Student Media Corporation ("Broker") (collectively, the "Parties").

RECITALS

WHEREAS, Licensee and Broker are parties to that certain Time Brokerage Agreement dated August 1, 2008, as amended by the First, Second, Third, and Fourth Amendments to the Time Brokerage Agreement (the "Agreement");

WHEREAS, the term of the Agreement is from August 1, 2008 until June 30, 2023, and the Parties desire to extend the term of the Agreement through June 30, 2026; and

WHEREAS, the Parties agree to amend the Agreement under the terms set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and of the mutual promises and covenants contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Paragraph 3 of the Agreement shall be amended and replaced to read as follows:

TERM. The term of this Agreement shall commence August 1, 2008, and unless sooner terminated in accordance with the terms hereof, shall terminate June 30, 2026.

2. Section 2 of Appendix 2 to the Agreement shall be amended as follows:

The sentence regarding Fees shall be deleted and replaced with: "On an annual basis, Broker will pay Licensee an annual fee of \$1.00."


3. The effective date of this Fifth Amendment is July 1, 2023.

4. Except as modified by the provisions of this Fifth Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict, inconsistency, variance or contradiction between the provisions of this Fifth Amendment and any of the provisions of the Agreement, the provisions of this Fifth Amendment shall in all respects supersede, govern and control.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to Time Brokerage Agreement as of the date first above written.


LICENSEE:

**THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM,
acting by and through Colorado State University**

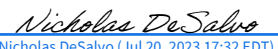
By: 
Brendan Hanlon
CFO and Vice President for University Operations
Colorado State University

BROKER:

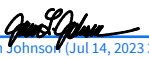
**ROCKY MOUNTAIN STUDENT MEDIA
CORPORATION**

By: 
Peter Waack (Jul 17, 2023 17:59 MDT)
Peter Waack, President

Associated Students of Colorado State University

By: 
Nicholas DeSalvo (Jul 20, 2023 17:32 EDT)
Nick DeSalvo, President

LEGAL SUFFICIENCY:

By: 
Jason Johnson (Jul 14, 2023 20:04 MDT)
Jason L. Johnson
General Counsel
Colorado State University System

Appendix 1

DESCRIPTION OF PROGRAMS

The Broker will provide music programming and non-entertainment programming, including newscasts, public affairs, and sports as follows:

1. Scheduled newscasts as well as unscheduled newscasts as appropriate for breaking news. Newscasts will include campus, Fort Collins community, Colorado, national and world news of interest to the students, faculty, staff at Colorado State University and residents of the greater Fort Collins community served by KCSU.
2. Public affairs programming that will include, but will not be limited to, issues determined by the Broker's Management Team, in consultation with the Licensee, to be of community interest, and as required by quarterly Issues/Programs list submitted in KCSU's Public Inspection file. Such programs will be aired regularly at times and dates deemed appropriate by the Broker's Management Team.
3. Sports programming of general interest to the Fort Collins and campus community, including sporting news and play-by-play coverage of such University sporting events as the Broker's Management Team shall determine appropriate and as permitted by Colorado State University's Department of Athletics.
4. Broker will design a diverse music menu based upon evaluations of the music interests and needs of the Fort Collins and campus community, and will approve such

programs that will offer listeners a variety of choices. It is anticipated music programming also may feature a variety of genres with independent artists at the core of the music mix, along with specialty shows that feature a variety of music themes.

All employees and volunteers of the Broker involved in providing programming will be currently enrolled CSU students, as defined by the Broker's operating policies and procedures;

The Broker shall:

- Educate, inform, and entertain its listeners;
- Foster a working environment where CSU students are educated about professional broadcast and journalistic skills, values, ethics, and responsibilities, management, and leadership;
- Provide regular and on-going training in broadcast methods, compliance with Federal Communications Commission rules, regulations, policies and procedures, broadcast media management and leadership, and Radio and Television News Directors Association ethical standards.

During the term of this Agreement, no less than three-quarters of the Brokers' Management Team shall be currently enrolled CSU students (as defined by Broker's policies and procedures);

Appendix 2

BROADCAST TIMES AND CHARGES

1. **Broadcast Time Made Available to Broker by the Licensee on Radio Station KCSU-FM:** Pursuant to the terms of this agreement, Broker shall be afforded the right to present programming on the Station pursuant to the following schedule:

Programming 24 hours per day, 365 days per year.

Notwithstanding the foregoing, Broker's programming may be interrupted by the Licensee for the following:

(a) Emergency broadcasts or other preempted programming deemed by the Licensee in its good faith discretion, to be in the public interest.

(b) Preempted or substituted programming, where, in the judgment of the Licensee, such programming would be more suitable and consistent with the programming rules, regulations and policies of the Station and/or the FCC.

2. **Fees, and Assumed and Reimbursed Costs:**

(a) On a monthly basis, Broker will pay Licensee \$100.00 (one hundred dollars)

(b) **Renewal of Agreement.** After the initial term of this Agreement, this Time Brokerage Agreement is subject to renewal by mutual agreement of the parties, at a rate to be determined during renewal negotiations.

(c) **Broker will maintain casualty and liability insurance, including broadcast errors and omissions insurance, in amounts comparable to standard industry practice, and naming the Licensee as a loss payee.**

(d) Broker will be responsible for all programming and production costs, including program suppliers fees, music licensing fees, salaries, payroll and unemployment taxes, merchandise, supplies, draws and commissions.

(e) Other costs or reimbursements as provided in the Time Brokerage Agreement.

Appendix 3

RADIO STATION KCSU-FM Regulations & Restrictions

In addition to the fundamental requirement that the programming and operations of the Station must comply with Section 399B of the Communications Act and Section 73.503(d) of the FCC's Rules which strictly prohibit the Station from broadcasting announcements that promote the sale of goods and services of for-profit entities, Broker agrees to cooperate with the Licensee in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs.

I. CONTROVERSIAL ISSUES. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group or persons shall be made during the discussion of controversial issues or public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, the Licensee may require that responsive programming be aired.

II. NO PLUGOLA OR PAYOLA. The following business activities or "plugs", relating to the payment, acceptance of payment, agreement to pay or agreement to accept payment of money or other consideration is prohibited: (a) taking money, gifts or other compensation from any person for the purpose of playing any record or records on the air; (b) taking money, gifts or other compensation from any person for the purpose of refraining from playing any record or records on the air; (c) taking money, gifts or other compensation from any person for the purpose of promoting any business, charity or other venture without the express approval of KCSU's Broadcast Operations Manager, and (d) promoting any business venture.

III. ELECTION PROCEDURES. No political advertising or underwriting shall be sold by the Broker but limited free airtime will be provided to legally qualified federal candidates pursuant to Section 312 of the Communications Act.

IV. PROGRAMMING PROHIBITIONS. Broker shall not broadcast any of the following programs or announcements.

A. **False Claims.** False or unwarranted claims for any product or service.

B. **Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or coy, or any other unfair competition.

C. **Commercial Disparagement.** Any disparagement of competitors or competitive goods.

D. **Indecency.** Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.

E. **Price Disclosures.** Any price mentions except as permitted by the Licensee's policies current at the time.

F. **Unauthenticated Testimonials.** Any testimonials which cannot be authenticated.

G. **Descriptions of Bodily Functions.** Any continuity which describes, in a patently offensive manner, internal bodily functions or symptomatic results of internal disturbances, or reference to matters which are not considered acceptable topics in social groups.

V. No Lotteries. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited. This prohibition includes announcements with respect to bingo parties and the like which are to be held by a local church, unless expressly permitted by State law.

VI. No "DREAM BOOKS." References to "dream books," the "straight line", or other direct or indirect descriptions or solicitations relative to the illegal numbers lottery, "numbers game," or the "policy game," or any other form of gambling are prohibited.

VII. No NUMBERS GAMES. References to chapter and verse numbers, paragraph numbers, or song numbers which involve three digits should be avoided and, when used, must be related to the overall theme of the program.

VIII. NO CASINO GAMBLING. The broadcast of information which promotes the patronizing of gambling casinos is prohibited.

IX. NO INDIAN BANKING CARD GAMES. The mention of Indian banking card games such as baccarat, chemin de fer, and blackjack, as well as electronic or electro-mechanical facsimiles of any game of chance or slot machines, casino gambling, craps, roulette and betting parlors is prohibited.

X. NO OFF-RESERVATION INDIAN RAFFLES. The mention of any Indian gaming, such as raffle, conducted off Indian lands, is prohibited.

XI. REQUIRED ANNOUNCEMENTS. Broker shall broadcast (i) an announcement in a form

satisfactory to the Licensee at the beginning of each hour to identify Radio Station KCSU in Fort Collins, Colorado, (ii) an announcement at least twice a day, or at the beginning and end of each of Broker's programming days if such programming day does not extend for a continuous 24-hour period, to indicate that program time has been purchased by Broker, and (iii) any other announcements that may be required by law, regulation, or Station policy.

XII. RELIGIOUS PROGRAMMING RESTRICTIONS. Any programming broadcast by the Broker is subject to the following restrictions:

A. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

B. **No Denominational Attacks.** Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.

C. **Donation Solicitation.** Requests for donations in the form of a specific amount (for example, \$1.00 or \$5.00), shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or the church are permitted.

D. **Treatment of parapsychology.** The advertising or promotion of fortunetelling, occultism, astrology, phrenology, palm reading, or numerology, mind-reading character readings, or subjects of the like nature is not permitted.

E. **No Ministerial Solicitations.** No invitations by the minister or other individual appearing on the program to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain, or cures for illness.

F. **No Miracle Solicitation.** Any invitations to listeners to meet at places other than the church and/or to attend other than regular services of the church is prohibited if the invitation, meeting, or service contains any claim that miracles, cures, or prosperity will result.

XIII. CREDIT TERMS ADVERTISING. Pursuant to rules of the Federal Trade Commission, no advertising of credit terms shall be made.

XIV. RECORD KEEPING. Broker shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including to relatives) from any persons or company for the presentation of any programming over the Station. No commercial messages ("plugs") or undue references shall be made in programming presented over

station to any business venture, profit making activity, or other interest (other than noncommercial announcements for bona fide charities, University activities and events, church activities, or other public service activities) in which Broker (or anyone else) has any direct or indirect interest.

XV. NO ILLEGAL ANNOUNCEMENTS. No announcements or promotion prohibited by federal or state law, or regulation of any lottery or game, shall be made over the Station.

XVI. LICENSEE DISCRETION PARAMOUNT. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Commissions, the Licensee reserves the right to reject or terminate any programming or advertising proposed to be presented or being presented over the station which is in conflict with Station policy or which in the Licensee's sole judgment would not serve the public interest.

XVII. ECONOMIC PROGRAMMING. The Broker shall not allow Economic Programming.

XVIII. FOREIGN LANGUAGE PROGRAMS. The foreign language broadcast of any programs, underwriting or sponsorship announcements, PSA's or other content, where the English translation thereof would violate any restriction contained herein, is prohibited.

XIX. MISCELLANEOUS.

A. **Waiver.** The Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

B. **Prior Consent.** In any case where questions of policy or interpretation arise, Broker should submit the same to the Licensee for decision before making any commitments in connection therewith.

EXHIBIT C

ROCKY MOUNTAIN STUDENT MEDIA CORPORATION ("RMSMC") OPERATING AGREEMENT

FISCAL YEARS 2024-2026

SCOPE OF WORK FOR CTV

1. CTV will provide the following content:
 - CTV will provide programming when classes are in session during the fall and spring semesters.
 - CTV student staff is wholly responsible for editorial control and review of its programming.
 - In Fiscal Years 2024-2026, CTV will produce a news, sports, and long form feature weekly programs of not less than 15 minutes each (14:20) for a minimum of 13 weeks during the fall and spring semesters. Each show will be delivered electronically to the CSU-TV playout server by 8:00 p.m. Mondays through Thursdays or at such times as mutually agreed upon by CSU-TV and RMSMC. Total run time typically does not exceed 29:54. Currently, no programming will be provided over summer and winter breaks.
 - CTV will provide additional special interest/music/community programming as available from students.
 - RMSMC is authorized to provide additional programming that fits the interests of the CSU and Fort Collins community, and the parties agree to discuss any additional content to be provided in the future, as needed.

2. CSU-TV will provide the following programming times and resources (subject to revision as agreed to in advance by CSU-TV and RMSMC):
 - Programming running twenty-four hours a day, seven days a week.
 - Place CTV programming on playout server with UPS battery backup.
 - Engineering support of 8 hours per week during the academic year.
 - Include CTV schedule to the posting of CSU-TV Channel 11 in TV Guide (ie. CTV News, CTV Sports, etc.)

3. Financial arrangements:
 - As set forth in the Student Fee Review Board funding allocation, RMSMC will pay annually for CSU TV 11 studio operational and maintenance expenses. The allocation of the RMSMC funding for maintenance and operational expenses will be determined by a committee comprised of representatives from DUC, JMC, and RMSMC. If operational and maintenance expenses do not total \$20,000 during the fiscal year, RMSMC will pay the remaining amount prior to the end of each fiscal year to the CSU department designated by the University for anticipated future operational and maintenance expenses.

4. Additional understandings:
 - The provisions of this Scope of Work for CTV may be discussed each year and amended as agreed to by the parties, in writing.
 - CSU-TV station IDs will run at the top and bottom of the hour when CTV programming is airing.
 - RMSMC, Department of Journalism, and DUC lead staff members will meet on a regular basis to ensure consistent and productive communication and analysis of objectives and progress.

EXHIBIT C

- The University will create a Pilot Committee consisting of two Department of Journalism faculty (Greg Luft and Joe Champ), the DUC Director of Photography and Videography on behalf of CSU-TV (Mike Hooker), RMSMC CEO/President (Peter Waack), and the CTV Station Manager or his/her designee to evaluate new show ideas submitted by CTV to determine if such new pilots are acceptable to the University for airing on its Channel 11 (CSU-TV). This committee will only review pilots of proposed new shows, documentaries, etc., and not existing weekly news and sports shows for which CTV is wholly responsible for editorial control and review. If CTV wishes to substantially change a show that was previously approved by the Pilot Committee, CTV shall resubmit the show to the Committee for review and approval.
- CTV shall provide experience and training to all University students including those enrolled in journalism and technical communications.
- CTV will adhere to the journalistic standards of the Code of Ethics adopted by the Radio and Television News Directors Association and the RMSMC Code of Ethics, copies of which are attached hereto and incorporated herein.
- CTV will comply with all applicable local, state, and federal laws and regulations, including those of the FCC.

Agreement on the Use, Operation, and Maintenance of CSU-TV Station Facilities

This Agreement on the Use, Operation, and Maintenance of CSU-TV Station Facilities (“Agreement”) is an agreement made and entered into as of July 1, 2023, by and between The Rocky Mountain Student Media Corporation (“RMSMC”) and The Board of Governors of the Colorado State University System, acting by and through Colorado State University (“CSU”) and for the benefit of the Division of University Communications (“DUC”) and the Department of Journalism and Media Communication (“JMC”) (collectively, RMSMC, DUC, and JMC are referred to herein as the “Parties”).

RECITALS

A. CSU and RMSMC are parties to that Operating Agreement entered into as of August 1, 2008, the Fiscal Years 2012-2014 Operating Agreement, the Fiscal Years 2018-2020 Operating Agreement, the Fiscal Years 2021-2023 Operating Agreement, the Fiscal Years 2021-2023 Operating Agreement, and the Fiscal Years 2024-2026 Operating Agreement (the “Operating Agreement”) governs the Parties’ rights and responsibilities concerning the production and airing of certain television programs and segments, among other things.

B. CSU owns and operates the CSU-TV Facilities, which are located in the basement of the Clark Building A Wing and include the CSU-TV broadcast control room, TV studio, video production facilities, office spaces and meeting spaces (collectively, the “CSU-TV Facilities”).

C. The Parties have agreed to collaborate in the use, operation, and maintenance of the CSU-TV Facilities, subject to the terms and conditions stated herein and in the Operating Agreement. This collaboration is intended to increase student educational opportunities through formal academic programs in JMC and internship and employment experience through RMSMC and DUC. In addition, this arrangement enhances campus communications and community service by broadcasting DUC and RMSMC productions on CSU-TV Channel 11. Further, the Parties will share maintenance, repair and upgrade expenses, and through their collaboration, the Parties will improve their access to and ability to purchase necessary equipment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. License Grant. CSU grants to RMSMC, its employees, staff, authorized advisors, volunteers and agents acting within the scope of their employment, a non-exclusive license to enter upon the CSU-TV Facilities during the term hereof, without prior notice, solely for the purposes described below. CSU may revoke such license at any time by written notice to RMSMC in accordance with the notice provisions herein, and said license is subject to the terms and conditions stated herein.
2. Use Arrangements. The Parties agree that usage of the CSU-TV Facility shall be at the sole discretion of DUC in accordance with its authority and responsibilities through the CSU Vice President for University Communications.

A. *RMSMC Use.* RMSMC student staff and their advisors will primarily use the CSU-TV Facility to produce the Campus Television (“CTV”) news show. This requires priority access to the control room, green room and TV studio from 5 p.m. to 9 p.m. on weekdays during the spring and fall semesters. The student production facility will be accessible to RMSMC during the spring and fall semesters from 8 a.m. to 5 p.m. on weekdays and every night from 5 p.m. to 10 p.m.

B. *JMC Use.* JMC will use the control room, green room and TV studio for JMC courses held during the fall and spring semesters between 8 a.m. and 5 p.m. A schedule of classes requiring the facilities will be provided to DUC and RMSMC two weeks before each semester start. Additional use for seminars and workshops may be arranged on an ad hoc basis through DUC. JMC may occasionally use the conference room by scheduling such use through DUC.

C. *DUC Use.* DUC will schedule productions utilizing the control room, green room and TV studio at times that do not conflict with the CTV or JMC class needs.

3. Operation. Operation of the CSU-TV Facility shall be the responsibility of RMSMC. JMC and RMSMC faculty, advisors, and staff shall be responsible for operating that portion of the CSU-TV Facility used during their class or production times.

4. Maintenance. RMSMC is in charge of the maintenance, repair, and upgrades of the CSU-TV Facility, unless the Parties otherwise mutually agree in writing.

5. Distribution of facilities and equipment upon dissolution of agreement. If any of the Parties ceases to participate in this Agreement, each party may remove and take possession of any new piece of equipment that such party purchased with its own funds. The Parties may negotiate to obtain equipment owned by another in accordance with CSU’s property accounting rules. Usage of the CSU-TV Facility shall continue to be at the discretion of DUC.

6. Term. This Agreement and the license granted herein shall be in effect for one year from the date this Agreement is executed, and shall automatically be renewed for additional one-year terms, unless written notice of termination is provided by either party. Any of the Parties may terminate this Agreement and the license granted herein at any time and for any reason by providing written notice to the other parties. In addition, the term of this Agreement and the license granted herein shall immediately terminate upon the termination of the Operating Agreement.

7. Insurance. CSU and RMSMC each shall insure its respective operations, equipment, and the performance of any activity related to this Agreement in compliance with and under the same terms of Section 5(H) of the Operating Agreement.

8. Assignment. No assignment or delegation of this Agreement or any right accruing under this Agreement shall be made in whole or in part by RMSMC without the express, written consent of CSU. Any sale or transfer of all, or substantially all of RMSMC’s assets to any other entity shall constitute cause for immediate termination of this Agreement and revocation of the license and rights granted herein.

9. Insolvency. If RMSMC shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against RMSMC 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 RMSMC's property or if RMSMC makes an assignment for the benefit of creditors, the CSU, by action of its Board of Governors, may terminate this Agreement immediately.

10. Notice. Any notice given to either party under this Agreement shall be performed in compliance with the notice provisions stated in Section 5(T) of the Operating Agreement.

11. 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.

12. Integration and Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter referred to herein. No modification or amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.

13. Legal Authority. RMSMC 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 RMSMC to its terms. The person(s) executing this Agreement on behalf of the RMSMC warrant(s) that such person(s) have full authorization to execute this Agreement.


14. 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 C.R.S. § 24-10-101, *et seq.*, as amended, and C.R.S. § 24-30-1501, *et seq.*, 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, or the members, officers, employees and agents of such entities in accordance with the above cited laws. RMSMC 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.

15. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

16. Indemnification. RMSMC shall indemnify, defend, save, and hold harmless CSU, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney's fees and related costs, incurred as a result of any act or omission by SMC, or its employees, staff, advisors, volunteers, agents, subcontractors, or assignees pursuant to the terms of this Agreement.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

**THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM,
acting by and through COLORADO
STATE UNIVERSITY**

By: 

Brendan Hanlon
CFO/Vice President for University Operations

ROCKY MOUNTAIN STUDENT MEDIA CORPORATION

By: 

Peter Waack (Jul 17, 2023 17:59 MDT)
Peter Waack
President

APPROVALS:

By: 

Jason L. Johnson, General Counsel
Colorado State University System

EXHIBIT D
ROCKY MOUNTAIN STUDENT MEDIA CORPORATION
FISCAL YEARS 2024-2026 OPERATING AGREEMENT
EDUCATIONAL LABORATORY EXPERIENCE SCOPE OF WORK

The Rocky Mountain Student Media Corporation ("RMSMC") will dedicate substantial human and financial resources to provide state-of-the-art educational laboratory experiences for Colorado State University students. In Fiscal Years 2024 through 2026, the President of the RMSMC will be responsible for reporting to the Board of Directors and, upon request, the University regarding specific programs and results in meeting the goals and objectives outlined in the Operating Agreement in general and, in particular, this Exhibit. The President's reports shall summarize accomplishments and any perceived deficiencies requiring corrective actions in the educational laboratory programs and their impact on the effective delivery of media content.

During Fiscal Years 2024 through 2026, RMSMC will provide Colorado State University students with a minimum annual total of 40,000 hours of paid, volunteer and academically related media laboratory experience. As stated in detail below, the applicable Fiscal Year annual total includes at least 35,000 paid student hours of experience and a minimum of 5,000 hours of volunteer media related laboratory opportunities.

The Collegian, College Avenue and other RMSMC print and related internet media will provide a minimum of 100 student paid or volunteer positions, with at least 23,000 hours of paid and volunteer media laboratory experience in news and editorial writing, editing, design, layout, photojournalism, web design and content, marketing, advertising sales, graphic design, business, and distribution management.

CTV, KCSU and related internet media will provide a minimum of 75 student positions with a minimum of 17,000 hours of paid, volunteer, and academically related educational laboratory experience. CTV laboratory experience will include production methods and practices, graphics, photojournalism, directing, editing, scriptwriting, program development and production, news gathering, and on-camera experience.

KCSU's educational laboratory experience will include broadcast production methods and practices, training in compliance with Federal Communications Commission rules, regulations and procedures, news gathering, editing, and entertainment production and broadcasting.

Although programs may be changed to enhance the effectiveness of the educational laboratory experience, the Fiscal Years 2024 through 2026 core programs will include, but are not limited to:

1. Establishing and maintaining close relationships with academic departments and their faculty, including involving appropriate faculty and academic classes in enhancing the educational experiences offered by the RMSMC and the University;
2. Ensuring regular surveys and other evaluation mechanisms are in place so RMSMC student executives can better understand their audiences and thereby improve media content;
3. Establishing and maintaining technology standards, subject to the availability of funds, to ensure students are well versed in state-of-the-art media production and related technologies;

4. Hiring a core of competent, experienced, and dedicated professionals who are committed to meeting the training, mentoring and coaching goals contained within this Operating Agreement while respecting student operations;
5. Creating and maintaining partnerships with professional media organizations and media outlets through strategic partnerships with Colorado and national media, thereby encouraging professional connections and relationships for students;
6. Identifying and evaluating workshops, conferences, and seminars that have a proven track record of providing high quality training and education relevant to enhancing student and professional development. Once such professional development opportunities are identified, subject to availability of funds, encouraging attendance and reporting on outcomes.

Academic faculty and departmental relationships

The RMSMC President will be responsible for ensuring that RMSMC maintains effective academic faculty and departmental relationships to determine opportunities for improvements and to correct any perceived deficiencies. Based on identified opportunities, all RMSMC professional and student staff members will work to encourage and improve appropriate and mutually beneficial relationships.

Obvious opportunities exist for strong ties with the Colleges of Business and Liberal Arts, but other options can and will be explored.

Media Professional Staff

The President of RMSMC shall recruit, assess, hire, and evaluate professionals who have the education and experience to train, coach and mentor students in media-related methods and practices, ethics, responsibilities, management, leadership, business, production, and media convergence.

Professional staff directly involved in student training, coaching and mentoring

The creation and continuance of professional staff positions is subject at all times to the approval of the Board of Directors of RMSMC. Professional staff will be responsible for training, mentoring, and coaching students in compliance with this Agreement. Other professional staff, while their primary duties will be oriented toward corporate operations, also will, from time to time, be called upon to support the educational laboratory goals and objectives outlined herein. While professional titles and training responsibilities are subject to Board approval and will change as warranted from time to time, professional positions include:

1. A Music and Audio Adviser, who is responsible for ensuring student coaching, training and mentoring regarding Federal Communications Commission rules, regulations, policies and procedures; broadcast operations and training, ensuring FCC filings are made in a timely and complete manner in compliance with the Time Brokerage Agreement with the University, equipment inspections and maintenance, training in media operations, and providing the CEO in writing with assurances that such compliance is occurring;
2. An advertising director who is responsible for the Corporation's advertising sales and student training, supervision and oversight, and special event planning. The position trains students in advertising sales and management, methods and practices, and protects the organization

against improper cash handling or reporting, embezzlement by ad staff, or other acts of malfeasance.

3. A part-time creative design advisor who trains, advises and instructs students in graphic design, news design, multi-media design, and advises magazine students in ethics and other management issues.
4. A part-time broadcast news adviser who trains, mentors, and coaches students in television and news production, management, operations, media ethics and practices, including adherence to the code of ethics of the Radio and Television News Directors Association.
5. A Collegian and other print media news and editorial adviser, who will train, mentor, and coach student editors and other student staff in media methods, ethics, responsibilities, the Society of Professional Journalists' Code of Ethics (as referenced elsewhere in this Agreement) and the RMSMC Code of Ethics, and establishing and maintaining close working relationships with the Department of Journalism and Media Communication and its faculty. The editorial adviser will actively encourage students to bring articles and news reports to the adviser for proof reading and reviews for libel, careless disregard, malicious intent, fairness, balance, and general compliance with the SPJ Code of Ethics. However, students will be under no obligation to submit articles and news reports to the advisor.

Involvement with media professionals and professional organizations

The President will be responsible for regularly reporting to the Board of Directors in writing the on-going planning and progress regarding strategic partnerships and relationships with professional broadcast, print, and digital media, and how these relationships are enhancing the educational laboratory experience of Colorado State University students. The President also will establish and maintain working relationships with:

- The Executive Director of the Colorado Press Association and such CPA committees as deemed appropriate by the Executive Director;
- Such other professional media organizations as the President and the Board of Directors shall deem appropriate to enhance student experiences;
- Funding and encouragement for students to be involved in professional media societies and organizations and to attend and participate in local, regional, and national meetings.

Statement of general policy

As a statement of general policy, RMSMC will assure the following:

1. Students are trained in news gathering and other media methods and practices, ethics, and fair and responsible journalistic principles, so that they may be the final decision makers for all content, free from prior restraint or censorship;
2. Students receive training in management and leadership areas so that they have the managerial and leadership training to make operational decisions;
3. Students receive training in sales, advertising, marketing, customer service, leadership and business ethics so that they may serve as sales managers and sales representatives;
4. Students receive training in ad production, graphic arts, layout and multi-media design so that they have the necessary competencies as graphic designers in the creative services department; and

5. Students can train and obtain hands-on experience in bookkeeping, accounting and other business systems.

Enhanced multi-media educational opportunities

RMSMC will create an educational atmosphere where students will have the opportunity to work in a multi-media environment, including training in multi-media news gathering and the production of convergent multi-media packages.

EXHIBIT E

ROCKY MOUNTAIN STUDENT MEDIA CORPORATION

OPERATING AGREEMENT

UNIVERSITY MARKS

**Colorado
State
University**

Centered

**Colorado
State
University**

Flush Right

Colorado State University

Linear

EXHIBIT E

ROCKY MOUNTAIN STUDENT MEDIA CORPORATION

OPERATING AGREEMENT

UNIVERSITY MARKS



Ram's Head

EXHIBIT F

FOURTH AMENDMENT TO LORY STUDENT CENTER LEASE AGREEMENT

This FOURTH AMENDMENT TO LORY STUDENT CENTER LEASE AGREEMENT (“Fourth Amendment”) is made and entered as of the 30th day of June 2023, by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of the Lory Student Center, Fort Collins, Colorado, 80523 (“Lessor”), and Rocky Mountain Student Media Corporation (RMSMC), a non-profit Corporation, with principal place of business at Lory Student Center, Room 118, 8038 Campus Delivery, Colorado State University, Fort Collins, CO 80523 (“Lessee”).

WHEREAS, the Lessor and Lessee are parties to that certain Lory Student Center Lease Amendment dated as of July 18, 2019 (the “Lease”), as amended by that First Amendment to Lory Student Center Lease Agreement effective as of June 30, 2020 (the “First Amendment”), that Second Amendment to Lory Student Center Lease Agreement effective as of June 30, 2021 (“Second Amendment”), and that Third Amendment to Lory Student Center Lease effective as of June 30, 2022 (“Third Amendment”), which extended the term of the Lease until June 30, 2023.

WHEREAS, Lessee desires to renew and extend the Term of the Lease for an additional one year and the Lessor has agreed to such renewal upon the terms and conditions contained below.

NOW THEREFORE, in consideration of the above Recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Article 3 of the Lease is deleted and replaced with the following:

The third renewal term of this Lease is for one year (“Fourth Renewal Term”), commencing on July 1, 2023 and expiring on June 30, 2024.

2. Except as modified by the provisions of this Fourth Amendment, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.
3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Fourth Amendment and any provisions of the Lease, the provisions of this Fourth Amendment shall in all respects supersede, govern, and control.


IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Lory Student Center Lease as of the day and year written first above.


Lessor:

Lessee:

The Board of Governors of the Colorado State University System, acting by and through Colorado State University:

Rocky Mountain Student Media Corporation


By: 
Brendon Hanlon, Vice President for University Operations

By: 
Peter Waack (Jul 17, 2023 17:59 MDT)
Peter Waack, President

Date: Jul 18, 2023


Date: Jul 17, 2023

APPROVALS:

By: 
Michael Ellis (Jul 19, 2023 15:52 MDT)
Michael Ellis,
Executive Director, Lory Student Center

Date: Jul 19, 2023

APPROVED AS TO FORM:

By: 
Jason Johnson (Jul 14, 2023 20:04 MDT)
Jason L. Johnson
General Counsel
Office of the General Counsel
Colorado State University System

Date: Jul 14, 2023