

**Memorandum of Understanding between
California State University, Stanislaus Residential Life Village
And
California State University, Stanislaus University Student Center
January 1, 2021**

THIS AGREEMENT will become effective as of January 1, 2021 by and between the California State University Stanislaus Residential Life Village (RLV) and the California State University Stanislaus University Student Center (SC), together “the Parties”. The Parties have agreed to enter into an agreement where RLV, as allowed by its agreement with provider Apogee, shall provide access to the cable television services for SC’s use in the campus Student Center building.

The purpose of this agreement is to establish obligations and a set fee structure for cable television access that RLV will provide to the University Student Center.

Any changes in processes or business practices shall be in the form of a written amendment to this agreement and approved by authorized representatives of both Parties. Any irregularities discovered by either party effecting this agreement will be communicated without delay to the other party.

NOW, THEREFORE, intending to be legally bound, the parties hereby mutually agree as follows:

1. RLV Obligations

In consideration of the mutual promises contained herein, RLV hereby agrees to provide Cable Television Access to SC on a per outlet basis.

2. SC Obligations

In consideration of the mutual benefits to SC from this agreement, SC hereby agrees to pay an annual fee for access to the Cable Television system for sixteen outlets. Any additional outlets added will be at the cost listed in Section 8 for duration of the agreement.

3. Term of Agreement

This Agreement shall commence on the date indicated above (the Initial Date), and shall expire on December 31, 2023. Upon completion of the initial period, this Memorandum of Understanding shall renew automatically for an additional 3-year term on each anniversary of the initial date, unless terminated by either party by written notice to the other at least ninety (90) days prior to the Initial Date anniversary.

4. Cancellation

Either party has the right to cancel this agreement at any time and without future financial obligation upon sixty (60) days written notice prior to the end of the then current year.

5. Miscellaneous

This MOU sets forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements. This MOU may be executed in multiple counterparts, and each counterpart will be deemed an original of this MOU. This MOU may only be amended in writing and signed by both parties.

6. Indemnification

RLV and SC agree to indemnify, defend, and hold harmless the State of California, the Trustees of The California State University, California State University, Stanislaus and their Auxiliaries, employees, officers, directors, volunteers and agents of each of them (collectively "University") from any and all loss, damage, or liability that may be suffered or incurred by University, caused by, arising out of, or in any way connected with actions taken by it in obtaining, producing or delivering orders placed by the Customer or the University or its units.

7. Jurisdiction

Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, excluding its conflicts of laws and principles. All litigation in connection with this Memorandum of Understanding shall be brought in the State Courts of California or in the Federal District Court of California.

8. Fees

SC agrees to pay for the duration of this agreement \$84.19 per outlet annually. Each additional outlet added will be at the current rate.

<i>Per Outlet Fee</i>	\$84.19
Student Center Annual Fee for use of 16 Outlets	\$ 1347.04

IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to signatures below on August 6, 2020.

**California State University Stanislaus
Residential Life Village**

**California State University Stanislaus
University Student Center**

By: *Renee Giannini*
Renee Giannini, Interim Director

By: *Cesar Rumayor*
Cesar Rumayor (Aug 11, 2020 12:52 PDT)
Cesar Rumayor, Executive Director