

## PROFESSIONAL SERVICES AGREEMENT

**Effective Date:** Upon date of the last signature

**Client:** University of North Texas Health Science Center Fort Worth

**Client Address:** 3500 Camp Bowie Blvd, Fort Worth, TX 76107  
Attn: Office of Contract Administration

**Contractor:** Three Seven Media

**Contractor Address:** 10654 Lake Haven, Dallas, TX 75238  
Attn: Ashton Campbell

**Services:** Three Seven Media will produce a 15-minute to 20-minute documentary-style video that showcases the history of the Texas College of Osteopathic Medicine, its students, faculty and staff, along with the impact the college has had on the community and osteopathic medicine.

**Compensation:** \$15,000.00

### RECITALS

This Professional Services Agreement (“Agreement”) is made and entered into by Client and Contractor as of the Effective Date.

WHEREAS, Client desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of Client;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Contractor agree as follows:

### AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the term of this agreement shall begin on the Effective Date.

3. Termination. Either party may terminate this Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) business days after receipt of written notice from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

Payment of Compensation. Client shall pay the Compensation to Contractor in accordance with the payment terms set forth above provided that if no payment terms are specified, payment shall be made no later than thirty days following the later of completion of the Services or Client's receipt of an invoice from Contractor. Interest, if any, on past due payments shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: [Invoices@untsystem.edu](mailto:Invoices@untsystem.edu).

4. Property Rights. Client shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are "works for hire" and assigns all of Contractor's right, title, and interest to Client.

5. No Conflict of Interest. Contractor certifies that in entering into this Agreement, no relationship exists between Contractor (including any related entity or individual) and Client (including any department, organization, or individual) that by its nature may be considered a conflict of interest by influencing or potentially influencing the execution of this Agreement or the independent performance of the Services. Contractor agrees to disclose to Client any such conflict of interest should it become known or arise during the term of this Agreement. Client may, in its sole and absolute discretion, terminate this Agreement immediately if such conflict of interest exists.

6. Execution and Enforceability. This Agreement shall not be considered a binding offer unless and until it has been executed by the proper authority for Client, and shall not be considered a valid and enforceable contract without full execution by both parties.

7. Breach of Contract Claims. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to attempt to resolve disputes arising under this Agreement.

8. No Assignment. This Agreement, and the rights and obligations set forth herein, may not be assigned by either party without the express written consent of the other party.

9. Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In addition, the invalid or unenforceable provision shall be modified so as to conform to the greatest extent possible to the original intent of such provision.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

13. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed pursuant to this Agreement is subject to the mandatory venue statute set forth in section 105.151 of the Texas Education Code.

14. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of Client. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of Client in the provision of the Services. Client shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. Client will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against Client for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and Client shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

15. Additional Assurances. Except as may be expressly provided to the contrary by this Agreement, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties. Provided, however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are reasonable and as may be deemed necessary or desirable to effectuate the terms of this Agreement.

16. Notices. Any notice given pursuant to this Agreement to a party to this Agreement shall be given in writing by personal delivery, overnight delivery, facsimile, or United States certified or registered mail return receipt requested, and shall be addressed to each

party as shown above, or to such other address, or to the attention of such other person or officer, as either party may by written notice designate from time to time.

17. Independent Counsel. Each party acknowledges that they have had the opportunity to be represented by separate and independent counsel in the negotiation of this Agreement, that such respective attorney, if any, was of their own choosing, and that they have read this Agreement and understand the legal consequences.

18. Presumption Waiver. Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

20. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary Client purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding Client purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

21. Indemnity. Contractor agrees to indemnify and hold harmless Client and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's breach of any provision of this Agreement or arising out of any act or omission by Contractor in the provision of the Services.

22. Appropriations. The Texas Constitution prohibits obligations beyond the current appropriations term. Client shall have the right to cancel all or part of this Agreement at any time without penalty if legislative, federal, or Client funds are not appropriated for the Services.

23. FERPA. If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

24. Public Information. Client shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to Client in an electronic format.

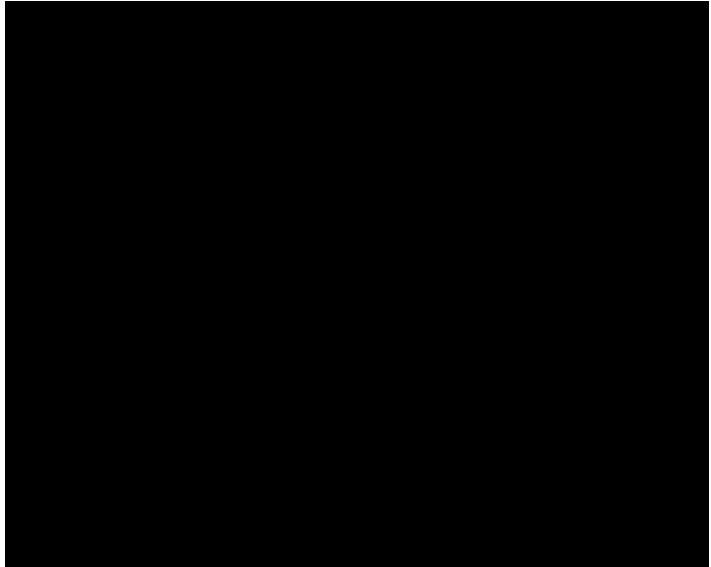
25. Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS HEALTH  
SCIENCE CENTER

Date: 3/11/2020

Date: 3/18/2020



HSC Contract #2020-0459

## **EXHIBIT “A” SCOPE OF SERVICES**

### **Project Description:**

Three Seven Media will produce a 15-20 minute, documentary-style video that showcases the history of the Texas College of Osteopathic Medicine (TCOM), its students, faculty and staff, along with the impact the college has had on the community and osteopathic medicine. The video will be the capstone to the 50th anniversary of the school, and be shown at the Founders Breakfast and the Gala celebration later in 2020.

### **Contractor Requirements:**

- Ⓟ Conduct and video tape 15-20 sit-down interviews with various individuals associated with TCOM
- Ⓟ Archive and store those interviews and capture more assets, including B-roll footage of students, former faculty, current faculty, facilities and campus
- Ⓟ Provide proper lighting equipment and HD cameras for all videos
- Ⓟ Physically be present on the UNT Health Science Center of Fort Worth campus multiple weeks, covering multiple days, and have a flexible shooting schedule to accommodate TCOM students, faculty and staff
- Ⓟ Be appropriately aware and knowledgeable about TCOM and its history to properly showcase the college in a positive light
- Ⓟ Be able to provide multi-camera shots and angles
- Ⓟ Have the ability to produce and edit the content, and create high-quality graphics for the intro and outro of the video piece
- Ⓟ Provide license-free and royalty-free music for the entirety of the video
- Ⓟ Provide Voice-over talent for the project
- Ⓟ Produce all post-production work and deliver a finished product to TCOM on August 31, 2020

### **Deliverables Timeline:**

- Ⓟ **March 31, 2020** – Script produced, interviews scheduled, and assets captured.
- Ⓟ **April 30, 2020** – Faculty, staff, student interviews have been shot by this date
- Ⓟ **May 31, 2020** – Any remaining interviews or shots needed for the video are completed by this date
- Ⓟ **June 30, 2020** – Rough draft of the completed video delivered to Steven Bartolotta, TCOM’s Director of Communications, for review and suggestions
- Ⓟ **July 31, 2020** – 2<sup>nd</sup> draft version of the video delivered to Steven Bartolotta for the TCOM Dean’s approval
- Ⓟ **August 31, 2020** – Video completed and delivered to Steven Bartolotta