

University Contracts

Contract Summary

Document # UC 102480

Modification Type

UAB Party: **090005900 WOMEN'S SAND VOLLEYBALL**

External Party: **LOUISIANA ST UNIV (322076)**

Party providing goods/services?	<u>Expense</u>
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Amount of Agreement: No Cost

Effective Date: 10/11/2017

Term: A year or less without automatic renewal

Type of Agreement: Athletic Competition

Personal Services Form
included: No

Summary:

Beach Volleyball @ LSU (3.30.18 - 3.31.18)

Central Review Routing Approvals

☐ Legal CYZ 10/26/17

☐☐☐

Other Specialized Review

1

Board Signature

CFOUAB

Return Executed Agreement To:

University Contract Office
Financial Affairs
AB921, Zip 0109





Vendor Compliance for Internal Use ONLY

- ☒ Does not exceed UAS threshold; Vendor Disclosure not required
- ☐ Exceeds UAS threshold; completed Vendor Disclosure attached
 - ☐ Item #6 checked "Yes"
- ☐ Heightened Review required
- ☐ Vendor is exempt; Vendor Disclosure not required

Notes:

☒ Return Electronic Copy only

☐ Return Electronic and Hardcopy

University
Contract/Agreement Review Routing

Contract Number: UC 102480

Contract Between:

UAB Org. Num. (9 Digit) and Department: 090005900 WOMEN'S SAND VOLLEYBALL

& Outside Party: LOUISIANA ST UNIV.(322076)

Date of Submission for Review: 10/16/2017

Contract Summary:

Beach Volleyball @ LSU (3:30.18 - 3:31.18)

Once you have reviewed the attached agreement, please initial and date.
Please forward the agreement to the NEXT office marked on the list.

Initials Date

(Division/Department/Center Director or Designated Representative)

TLG 10/16 Timothy Garner

(Division/Department/Center Director or Designated Representative)

CB 10/19 Corey Bray

(Division/Department/Center Director or Designated Representative)

Any conflicts identified in the attached have been reviewed at the Dean's level and an appropriate management plan has been put in place.

MI 10/19 Mark Ingram

School Dean (or Designated Representative) / Athletic Director

Forward all contracts to the University Contracts Office, Financial Affairs, AB 620, zip 0106

The University Contracts Office will coordinate the central review process including: Legal, Financial, Risk Management
Real Estate, Provost, and other Special reviews as necessary.

Return To

Michael Langston
(Print Name)

mmlang3@uab.edu
(Email)

(205) 934-3040
(Campus Phone Number)

Athletics Department Administration, Ullman Building, U 337, zip 3350
(Campus Address)



The Board of Trustees of the University
of Alabama for the University of Alabama
at Birmingham



LOUISIANA STATE UNIVERSITY ATHLETIC CONTEST AGREEMENT

This agreement is made and entered into this 11th day of October, 2017 by and between the Louisiana State University Athletic Department (LSU) and the athletic authorities representing University of Alabama Birmingham (Opponent) who do hereby mutually agree that an intercollegiate athletic contest (Game) between their respective Beach Volleyball teams shall be held in accordance with the following general conditions:

1. Date: March 30-31, 2018 Date:
Site: Mango's Volleyball Facility Site:
Time: TBA Time:
2. LSU agrees to pay Opponent the sum of \$0 for participating in such a contest.
3. Failure of either institution to honor this signed agreement (except by mutual consent) shall result in a forfeiture fee of \$0 to be paid by the forfeiting institution.
4. The contest(s) shall be governed in all respects, including the eligibility of the participant and the number of participants, by rules and regulations of the National Collegiate Athletic Association (NCAA), and the Southeastern Conference (SEC), or any conference or association to which either or both parties belong.
5. Officials shall be assigned by the LSU.
6. Opponent will receive a maximum of x complimentary tickets.
7. Radio, Television and Other Broadcasting Rights:
 - (a) Radio Rights. The home team for the Game owns and retains, and is entitled to retain all revenues derived therefrom, all rights to create and distribute live or delayed audio-only coverage of the Game, provided that the visiting team may create and distribute, on a non-exclusive basis, and retain the revenues derived therefrom, its own audio-only full-game account of the Game for distribution by the visiting team's regular season radio broadcasting network via terrestrial radio, satellite radio, internet and other digitally distributed means. The home team for the Game shall provide to the visiting team one radio outlet location for the aforementioned broadcast.
 - (b) Television and Other Distribution Rights. Except for the radio rights described in clause (a) above, the Southeastern Conference exclusively owns and retains, and is entitled to retain all revenues derived therefrom, all rights to televise or otherwise distribute audio, video or audiovisual coverage of the Game and any and all portions of the Game (whether live or delayed and including re-airs and highlights) throughout the universe by any and all means, uses, and media now known or hereafter developed. If and to the extent the visiting team has or will have any such rights, the visiting team irrevocably assigns, conveys, and transfers all of such rights to the Southeastern Conference in perpetuity. Notwithstanding the foregoing, the home team hereby grants the visiting team the non-exclusive rights to create and distribute coach's films of the Game for use solely by the visiting team, professional sports leagues and other colleges and universities for coaching and scouting purposes.
 - (c) Other Rights. The visiting team hereby authorizes the home team (and the Southeastern Conference) to use (and to authorize each entity effecting or facilitating the telecast or other distribution of the Game to use) the trademarks and logos of the visiting team and the names and likenesses of the visiting team's individual players, participants and coaches to promote and publicize the Game and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. The visiting team for the Game warrants to the home team and the Southeastern Conference that the visiting team has obtained (i) the consent of the individual players, participants and coaches of the visiting team to participate in the Game with the knowledge that it will be televised or otherwise distributed (on a live and delayed basis) in various media, and (ii) the right to license the use of the names and likenesses of individual players, participants, and coaches for the purposes set forth in this clause (c).

(d) Controlling Language. To the extent that this Section conflicts or is inconsistent with any other language or provision in this Agreement, the terms and content of this Section shall control and supersede any other such language or provision.

8. ~~Opponent agrees to indemnify, defend and hold harmless LSU and the State of Louisiana, their officers, employees and agents from and against any claims, demands or damages of whatever nature occasioned by the acts or omissions of its officers, agents, employees, or team members in the performance of this Agreement.~~

9. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, insurrection, confiscation by order of the government, military or police authority or prohibitory or governmental authority or any other event or reason beyond the control of either party, including that of the Southeastern Conference or National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this agreement

10. Other conditions: None.

The Board of Trustees of the University
of Alabama for the University of Alabama
at Birmingham

FOR: Louisiana State University

By: [Signature] 10/13/17

Coach Date

By: [Signature] 10/13/17

Ath. Director or Designee Date

FOR: University of Alabama Birmingham

By: [Signature] Oct 16/17

Coach Date

By: [Signature]

Ath. Director or Designee Date

[Signature]
Timothy R. McMinn
Assistant Vice President for
Financial Affairs