

**AGENCY AGREEMENT**  
between  
**NAPA VALEY UNIFIED SCHOOL DISTRICT**  
and the  
**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

For TCOE Office Use	
Vendor # _____	
Req. # _____	
PO # _____	
Contract # _____	

**BACKGROUND:** The Tulare County Superintendent of Schools through its program, the California Center for Youth Development & Health Promotion (collectively referred to as "CCYDHP"), wishes to enter into an agreement with Napa Valley Unified School District (collectively referred to as CONTRACTOR) for a maximum amount \$3,000 to support the "Betting On Our Future" project. The CCYDHP has an agreement with the California Department of Public Health: Office of Problem Gambling (CDPH) to administer project-based contracts.

**TERM:** This Agreement will become effective as of October 1, 2019 and will expire on June 30, 2020, unless otherwise terminated as provided in this Agreement.

**SCOPE OF WORK:** CONTRACTOR will deliver:

1. Implementation of one underage/problem gambling prevention project over the course of the project term, at each of the following sites:
  - i. American Canyon High School – Link Crew
2. Participation in required on-site and online trainings.
3. Administration of the BOOF Prevalence Survey.
4. One 30-second public service announcement targeting a specific population [Exhibits B & C].
5. One BOOF campaign poster with the tagline "Lottery tickets are not child's play" [Exhibit B].
6. A premiere of final projects in the local community. Sites are expected to engage in significant project promotion and community outreach.
7. Participation in the Betting On Our Merchants (BOOM) campaign where students will assess local lottery outlets and connect with merchants.
8. Utilization of Not on My Watch tools as part of outreach efforts to parents, community members, and lottery merchants.
9. Promotion of local BOOF campaign efforts via social media.
10. Participation in the overall evaluation efforts of the project and submit appropriate documentation.

**SPECIFIC CONTRACT REQUIREMENTS:**

1. CONTRACTOR must submit all products developed under this agreement such as identity/promotional items, brochures, printed materials, posters, etc., to the CCYDHP for pre-approval for production of products. CCYDHP reserves the right to withhold reimbursement for items not approved.
2. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the property of CCYDHP [Exhibit B].
3. Funds provided through this contract shall not be budgeted or spent on capital improvements, equipment over \$5,000, or entertainment.
4. Awards from this Request for Application (RFA) are valid and enforceable only if sufficient funds are made available from CDPH for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any

statute enacted by the State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.

5. Ensure that Friday Night Live Standards of Practice are utilized throughout all stages of the project.

**BUDGET: \$3,000**

CONTRACTOR is eligible for up to \$3,000 for work performed under this Agreement. Payments will be made when evidence is provided that all deliverables have been completed, on a project-by-project basis.

**INVOICES:** CONTRACTOR shall submit invoices upon the completion of deliverables. CONTRACTOR shall send invoices by:

MAIL	EMAIL	FAX
TO: Tulare County Office of Education California Center for Youth Development and Health Promotion Attn: Nani Dodson 6200 South Mooney Boulevard, PO Box 5091 Visalia, California 93278-5091	<a href="mailto:nanid@tcoe.org">nanid@tcoe.org</a>	(559) 737-4231

**PROGRESS TOWARD DELIVERY REPORTS:** CONTRACTOR will provide quarterly Progress Toward Delivery Reports that include the activities that are outlined in the Scope of Work. Failing to satisfactorily make progress toward deliverables may be cause for withholding payment and jeopardize the grant award. CCYDHP will not make final payment until CONTRACTOR has submitted all work in a complete and acceptable form. Quarterly Progress Toward Delivery Report due dates are as follows:

Reporting Period 1: October 1, 2019 – December 31, 2019

**REPORT DUE JANUARY 15, 2020**

Reporting Period 2: January 1, 2020 – March 31, 2020

**REPORT DUE APRIL 15, 2020**

Reporting Period 3: April 1, 20120 – June 30, 2020

**REPORT DUE JULY 15, 2020**

**MODIFICATIONS:** Necessary changes or modifications to this Agreement, including adjustment of deliverable activities, can be made to this agreement by mutual written consent of both parties, provided changes are made **prior** to the execution of any activity.

**INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent CONTRACTOR. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of CCYDHP. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of CCYDHP. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and CCYDHP shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed.

**INDEMNIFICATION:** CCYDHP and CONTRACTOR shall hold each other harmless, defend and

*Napa Valley Unified School District*

indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of CCYDHP or CONTRACTOR or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows

Tulare County Office of Education  
California Center for Youth Development  
and Health Promotion  
Attn: Nani Dodson  
6200 South Mooney Blvd., PO Box 5091  
Visalia, CA 93278-5091  
Fax: 559-737-4231  
Confirmation of Receipt: 559-733-6496

Napa Valley Unified School District  
Attn: Nancy Wynne de Rivera  
3000 Newell Dr.  
American Canyon, CA 94503  
707-653-1400

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**TERMINATION:** This Agreement may be terminated by either party with or without cause at any time by providing thirty (30) days advance written notice to the other party.

**RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and private auditors of CCYDHP and to their agents and representatives, for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

**INSURANCE:** Prior to approval of this Agreement by CCYDHP, CONTRACTOR shall file with the Tulare County Superintendent of Schools evidence of the required insurance as set forth in Exhibit A attached.

**CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

**NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**GOVERNING LAW:** This Agreement is to be interpreted and governed under the laws of the State of

California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

**WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court, or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts as may be reasonably required to affect the purposes of this Agreement.

**ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. CCYDHP, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to CCYDHP pursuant to this Agreement with other employees where CCYDHP is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude CCYDHP from terminating this Agreement with or without cause as provided for in this agreement.

**ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, CCYDHP is relying on the personal skill, expertise, training, and experience of CONTRACTOR and CONTRACTOR's employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CCYDHP.

**DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator will be mutually selected by the parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the parties, otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute. We hereby agree to this Agreement and certify that the agreements made here will be honored.

**SIGNATURES:**

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Signed: *Tim A. Hire*  
*Tulare County Superintendent of Schools*

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Date

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Authorized Signatory's Signature:  
*Napa Valley Unified School District*

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Date

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Print Signatory's Name

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Signatory's Title

## EXHIBIT A

### INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his/her agents, representatives, employees or subcontractors, if applicable.

#### A. MINIMUM SCOPE & LIMITS OF INSURANCE

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies, it must be no less than \$2,000,000. (Applies to all contracts.)
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence. (Applies when the contractor will be using an automobile to provide the services outlined in the contract.)
3. Workers' Compensation and Employer's Liability Insurance as required by law. (Applies to any business with employees.)
4. Professional Errors and Omissions Insurance of \$1,000,000. (Applies to architects, doctors, dentists, attorneys, and other contractors in similar professions.)

#### B. SPECIFIC PROVISIONS OF THE CERTIFICATE

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance, and Professional Errors and Omissions Insurance must meet the following requirements:
  - a. Name the SUPERINTENDENT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
  - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by SUPERINTENDENT shall be excess.
  - c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the SUPERINTENDENT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:
  - a. Waiver of Subrogation. CONTRACTOR waives all rights against the SUPERINTENDENT and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

The SUPERINTENDENT Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the SUPERINTENDENT'S Risk Manager or designee.

E. VERIFICATION OF COVERAGE

Prior to approval of this Agreement by the SUPERINTENDENT, the CONTRACTOR shall file with the SUPERINTENDENT, certificates of insurance with original endorsements effecting coverage in a form acceptable to the SUPERINTENDENT. The SUPERINTENDENT reserves the right to require certified copies of all required insurance policies at any time.

## EXHIBIT B

### Intellectual Property Rights

#### A. Ownership

1. Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor of CDPH and which result directly or indirectly from this Agreement.
2. For the purpose of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
3. For the purpose of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor will exercise and utilize certain of its intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. Except as otherwise set forth therein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licenses to CDPH, Contractor agrees to abide by all license and

confidentiality restrictions applicable to CDPH in the third-party's license agreement.

5. Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all intellectual Property provisions. Such terms must include but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
6. Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

**B. Retained Rights/License Rights**

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**C. Copyright**

1. Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or

that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

2. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor of CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This noticed should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

#### D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

#### E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms of acceptable to CDPH.

#### F. Warranties

1. Contractor represents and warrants that:
  - a. It is free to enter into and fully perform this Agreement.
  - b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

- c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
  - d. Neither contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property of props that may be used or shown.
  - f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
  - g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - h. It has knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- G. Intellectual Property Indemnity
1. Contractor shall indemnify, defend and hold harmless CDPH and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending

or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

2. Should any Intellectual Property licenses by the Contractor to CDPH under this Agreement become the subject of any Intellectual Property infringement claim. Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licenses Intellectual Property. If such remedies are not reasonably available. CDPH shall be entitled to a refund of all monies paid under this Agreement without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction without restriction or limitation of any other rights and remedies available at law or in equity.

#### H. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### I. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

# EXHIBIT C

## Public Service Announcement requirements:

- Choose to create EITHER a Prevention PSA (will target young people under 18 and MUST include/promote OPG website: [www.problemgambling.ca.gov](http://www.problemgambling.ca.gov)) OR a Treatment PSA (will promote treatment services and resources for help that targets adults 18-54 and must include the 1-800-GAMBLER helpline)
- Use of the California Department of Public Health logo
- Use of the Betting On Our Future logo
- Must be 30 seconds in length
- Must be submitted as a .mov file
- Must be recorded in HD
- Must meet the digital requirements below

## Print-ready Graphic requirements:

- Promotion of the OPG website: [www.problemgambling.ca.gov](http://www.problemgambling.ca.gov)
- Use of the California Department of Public Health logo
- Use of the Betting On Our Future logo
- Use of the tagline "Lottery tickets are not child's play"

## HIGH DEFINITION FILE SPECIFICATIONS

	MPEG (*.mpg)	ProRes (*.mov)	Avid (*.mov)
Stream Type:	MPEG-2 Transport Stream  Suggested Software: • Telestream Episode • Sorenson Squeeze • Adobe Premiere • Adobe After Effects	* Captioning is not maintained on ProRes files.  * Apple ProRes 422 (HQ) 1920x1080 60i 48kHz * Apple ProRes 422 (HQ) 1920x1080 23.98p 48kHz * Apple ProRes 422 (HQ) 1280x720 60p 46kHz  ProRes 422 (LT) can be used if bandwidth is limited.	* Captioning is not maintained on Avid files.  When sending Avid HD, import files into your session as RGB (0-255) and export as DNxHD 709  (Avid users only)
Video Bit Rate:	45 Mbps - Constant	Default	Default
Frame Rate:	29.97 (1080i), 23.98 (1080p), 59.94 (720p)	29.97 (1080i), 23.98 (1080p), 59.94 (720p)	29.97 (1080i), 23.98 (1080p), 59.94 (720p)
GOP:	Long GOP (IBBP)	Default	Default
Aspect Ratio:	16:9	HDTV 1080i (16:9) or HDTV 720p (16:9)	16:9
Pixel Aspect Ratio:	1.0	Square	Square
Width/Height:	1920x1080 (1080i) or 1920x1080 (1080p) or 1280x720 (720p)	1920x1080 (1080i) or 1920x1080 (1080p) or 1280x720 (720p)	1920x1080 (1080i) or 1920x1080 (1080p) or 1280x720 (720p)
Chroma:	4:2:2 (HP@HL)	4:2:2	4:2:2
Interlacing:	1080i (Upper/top field first) or 1080p (Progressive) or 720p (Progressive)	1080i (Upper/top field first) or 1080p (Progressive) or 720p (Progressive)  * Captioning is not maintained on ProRes files	1080i (Upper/top field first) or 1080p (Progressive) or 720p (Progressive)  * Captioning is not maintained on Avid files
Audio Type:	PCM or MP3	PCM Audio/ Big or Little Endian	PCM Audio/ Big or Little Endian
Audio Sample Rate:	48kHz	48kHz	48kHz
Audio Bit Rate:	16, 24	16, 24	16, 24

### Notes:

- If sending files with closed captions, masters must be in MPEG Transport Stream format with a frame rate of either 29.97 fps or 59.94 fps (23.98 fps is not supported)
- The first trigger for closed captioned files MUST be married to the first frame of video
- If an HD spot is closed captioned, it MUST be notated in the metadata, and VANC 608 and 708 data must be present
- If an HD spot to be uploaded has a frame rate of 23.98, it must be notated in the metadata to ensure proper conversions to destinations