



TENNESSEE TECHNOLOGICAL UNIVERSITY

OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

PO NUMBER MUST BE SHOWN ON ALL
INVOICES, PACKAGES AND
CORRESPONDENCE RELATED TO ORDER.

ISSUED CBS Outdoor
TO: 1431 Poplar Ln
Nashville TN 37210-4519

PO Number: P0001154
Issue Date: 04/25/08
Page No: 1
Delivery Date:

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY
Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS
OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the
date correct invoice is received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

Table with 2 columns: SHIP TO (220 W 10th St, Cookeville TN 38505) and BILLING TO (Tennessee Technological University, Business Office, Box 5037, Cookeville, Tennessee 38505-0001)

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT
DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

Table with 5 columns: ITEM, QUANTITY, UNIT, DESCRIPTION, UNIT PRICE, EXTENSION. Row 1: 1, 12.00, MO, Agreement between Tennessee Technological University and CBS Outdoor... Nashville Billboard, 1,890.0000, 22,680.00. Total: CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and
conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any
other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [Signature] FOR TENNESSEE TECHNOLOGICAL UNIVERSITY



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TO: 1431 Poplar Ln
Nashville TN 37210-4519

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SHIP TO:

SEND INVOICE IN DUPLICATE TO:

SHIP TO: 220 W 10th St
Facilities
Cookeville TN 38505

BILLING TO: Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

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Table with 6 columns: ITEM, QUANTITY, UNIT, DESCRIPTION, UNIT PRICE, EXTENSION. Row 1: 2, 12.00, MO, Memphis Billboard, 1,890.0000, 22,680.00. Row 2: DISCOUNT: .00. Row 3: TOTAL: 45,360.00

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and
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ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE:

Judy M. Hull
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CBS OUTDOORS (formerly VIACOM) AND
THE TENNESSEE BOARD OF REGENTS**

This Amendment to the Professional Services Agreement ("Agreement") dated January 14, 2004 by and between CBS Outdoors ("Contractor") and the Tennessee Board of Regents ("TBR") is made, entered into and effective March 27, 2008.

WITNESSETH:

WHEREAS, CBS Outdoors and TBR have entered into the Agreement subject to certain modifications, clarifications and changes contained in this Amendment; and

WHEREAS, CBS Outdoors and TBR agree, through this Amendment, agree to reflect certain modifications, additions and clarifications to CBS Outdoor's terms and conditions in the Professional Services Agreement.

NOW, THEREFORE, in consideration for the mutual covenants undertaken herein, the parties hereby agree to amend the terms and conditions of the Agreement specifically as set forth herein:

- 1. Prevailing Documents. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement as previously amended, the terms of this Amendment shall prevail.**
- 2. Item C.4. The term of the Agreement shall be extended to February 28, 2009.**
- 3. Item B. The TBR agrees to compensate the Contractor as follows:**
- 4. \$1,890 per month per billboard (Nashville and Memphis) for a total of \$45,360 which includes the production costs, rotation, and illumination.**
- 5. In no event shall the liability of the TBR under this contract amendment exceed \$45,360.**

CBS OUTDOORS

By: Mark Peterson

Title: GM

Date: 4/1/08

TENNESSEE BOARD OF REGENTS

By: Charles Manning /ms
Charles Manning, Chancellor

Date: 4-21-08



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PURCHASE ORDER

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ISSUED TO: CBS Outdoor #1915
1431 Poplar Ln
Nashville TN 37210-4519

PO Number: P000819
Issue Date: 02/01/08
Page No: 1
Delivery Date:

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY
Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS
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SHIP TO:

SEND INVOICE IN DUPLICATE TO:

Table with 2 columns: SHIP TO (1105 N Peachtree Ave, Johnson Hall, Cookeville TN 38505) and BILLING TO (Tennessee Technological University, Business Office, Box 5037, Cookeville, Tennessee 38505-0001)

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Main purchase order table with columns: ITEM, QUANTITY, UNIT, DESCRIPTION, UNIT PRICE, EXTENSION. Includes items for billboard agreements and a total row.

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and
conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any
other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY



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ISSUED CBS Outdoor
TO: 1431 Poplar Ln
Nashville TN 37210-4519

PO Number: P0000819
Issue Date: 02/01/08
Page No: 2
Delivery Date:

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Table with 5 columns: ITEM, QUANTITY, UNIT, DESCRIPTION, UNIT PRICE, EXTENSION. Includes a liability disclaimer and a total of 7,200.00.

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other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

AGREEMENT BETWEEN
TENNESSEE TECHNOLOGICAL UNIVERSITY
AND
CBS OUTDOOR (VIACOM)

This Agreement, by and between Tennessee Technological University, hereinafter University, and CBS Outdoor, hereinafter Contractor, is for the provision of billboard advertisements as further defined in Section A., Scope of Services.

A. Scope of Services:

The Contractor agrees to perform the following services:

1. Provide billboard advertisements in Tennessee in the cities of Nashville and Memphis to include production, rotation, illumination, and vinyl.
2. Location of billboards are to be at:

Nashville – Size 14' x 48'

Memphis – Size 14' x 48'
3. Contractor will produce the "vinyl" after receiving the "creative" form from the University via a PDF file. The University will retain ownership of the "vinyl" at the end of the contract period.
4. Contractor shall be responsible for production of billboard.
5. This Agreement shall hereby incorporate by reference TBR's RFP #2004-03, and Viacom Outdoor's Proposal dated December 18, 2003. These contract documents shall be interpreted in the following order of priority: 1) this Contract and any attachments or amendments, 2) TBR's RFP, and 3) Viacom Outdoor's Proposal.

B. The University agrees to compensate the Contractor as follows:

1. \$1,800 per month for the Nashville billboard for a total of \$3,600;
\$1,800 per month for the Memphis billboard for a total of \$3,600.
2. The production cost, rotation, illumination, and vinyl are included.
3. Payments are to be made monthly upon receipt of invoice.
4. Payments to the Contractor shall be made according to the schedule set out above, provided that payments shall be made only upon submittal of invoices by the Contractor, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Agreement.

If the Contractor is a non-resident alien, payment of any portion of the contract from any source will not be made by the University until an Individual Taxpayer Identification Number or Social Security Number has been assigned to the Contractor by the Internal Revenue Service and Immigration Naturalization Service and presented to the University.

5. In no event shall the liability of the University under this contract exceed \$7,200.00.
- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

3. The Contractor, being an independent contractor and not an employee of this University, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto, and otherwise protect and hold the University harmless from any and all liability not specifically provided for in this agreement.
4. The term of this contract shall be January 1, 2008, through February 28, 2008. The University shall have no obligation for services rendered by the Contractor which are performed outside the specified period.
5. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

6. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the University shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Agreement by the Contractor.


7. This Agreement may be modified only by written amendment executed by all parties hereto.
8. The Contractor shall maintain documentation for all charges against the University under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives.
9. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.
10. This Contract is subject to the allotment of state and/or federal funds, and may be null and void unless funds have been appropriated and are available for the purchase of the service or item which forms the basis of the Contract.
11. Prohibition on Hiring Illegal Immigrants.

Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of the Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

CBS OUTDOOR

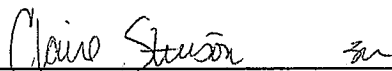


Mr. Mark Peterson

Date: 1/11/08

Title: General Manager

TENNESSEE TECHNOLOGICAL UNIVERSITY



Dr. Claire Stinson, Vice President for
Business & Fiscal Affairs

Date: 1/10/08