

CONTRACT #6
RFS # NA
Edison # NA

University of Tennessee
Health Science Center

VENDOR:
Sullivan Branding, LLC



Office of Finance
62 South Dunlap Street
Memphis, TN 38163
T (901) 448-5523
F (901) 448-2764

Memphis

Knoxville

Chattanooga

Nashville

January 13, 2016

Ms. Krista Lee
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North-8th Floor
Nashville, TN 37243-0057

Dear Ms. Lee,

In March 2015, the University of Tennessee Health Science Center conducted a competitive bid process for the marketing of the College of Medicine. As a result of that process, Sullivan Branding of Memphis was awarded a \$100,000 contract for the initial phase of their work. The contract called for Sullivan to “lead the College of Medicine marketing efforts, including branding, planning and execution of all activities to raise funds, that will be dedicated to an awareness and image campaign for the College.” The contract was effective July 1, 2015 and continues through June 30, 2016.

With the bid, there was always an expectation for a full marketing campaign to be paid for through funds raised in Phase I. After significant discussion with the College of Medicine’s Advisory Board as well as key donors and prospective donors, it was determined that an effort to raise funds for a branding campaign would detract from more critical fund raising needs such as scholarships, professorships, and capital needs. Further, since a large part of the marketing plan is to increase awareness of the UT physicians available in Memphis, funding could more appropriately be drawn from the mission support payments received from our partner physician groups (UTMG, ULPS, UTMP, and UTROP). No state funds will be used to fund this effort.

The proposed amendment moves the project forward into an execution phase to increase the awareness of the College of Medicine and the UT physicians. Included in this phase will be the development of a new web presence (including social media); media production, development, and placement; and market research and analysis. While Sullivan will coordinate and manage the overall effort, many of the direct placement of ads, etc. will be handled directly by the Health Science Center.

The proposed amendment is for \$600,000 and can be broken down into the following sections:

- Campaign planning and reporting ----- \$35,000
- Project management----- 95,000
- Digital media ----- 125,000
- Production of ads (TV, outdoor, bus wraps, etc.) ----- 145,000
- Digital production (webpage, videos, banner ads) ----- 250,000
- **TOTAL**----- **\$650,000**

The proposed amendment would extend the dates of service through June 30, 2017 and would increase the contract to a maximum cost of \$750,000.

I hope this letter and the attached documents adequately present the justification for this Amendment. As always, please let me know if you have questions or need additional information.

Sincerely,



Anthony A. Ferrara
Vice Chancellor/Chief Financial Officer

/VOLUMES/FINANCE/VICECHANCELLOR/GENERAL LETTERS - DOCUMENTS/FY 2016/SPALDING SULLIVAN PHASE II.DOCX

Enclosures

- cc: Leni Chick
Scott Grammar
Mark Paganelli
Sandra Pulliam
Blake Reagan

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Anthony A. Ferrara	*Contact Phone:	901-448-5523		
*Presenter's name(s):	Anthony A. Ferrara				
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	07/01/15	*Current or Proposed End Date:	06/30/17		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	March 15, 2016				
*Department Submitting:	University of Tennessee				
*Division:	Health Science Center				
*Date Submitted:	1/13/16				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Sullivan Branding LLC				
*Current or Proposed Maximum Liability:	\$750,000.00				
*Estimated Total Spend for Commodities:	\$				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2016	FY:2016-2017	FY:	FY:	FY	FY
\$100,000.00	\$650,000.00	\$	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:2016	FY: 2016-2017	FY:	FY:	FY	FY
\$100,000	\$650,000.00	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	Clinical Partner's Base Mission Support
If " <i>other</i> " please define:		Funding received from partner physician practice plans.	
If " <i>interdepartmental</i> " please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Competitive - RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?			
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.			

The detail of the expenses are as follows:

- Leadership - \$50,691.25
- Branding - \$26,929.35
- Marketing - \$22,372.40
- Out-of-Pocket - \$7.00

CONTRACT SUMMARY SHEET

021406

RFS #	Contract #
N/A	N/A
State Agency	State Agency Division
University of Tennessee	Health Science Center
Contractor Name	Contractor ID # (FEIN or SSN)
Sullivan Branding LLC	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 45-4055241

Service Description
To implement Phase II of the UT College of Medicine rebranding project.

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
7/1/15	6/30/17	Vendor	

Mark Each TRUE Statement

n/a Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
332.3	N/A	N/A	N/A	N/A	N/a

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016				\$ 100,000.00	\$ 100,000.00
2016-2017				\$ 650,000.00	\$ 650,000.00
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL:	\$ -	\$ -	\$ -	\$ 750,000.00	\$ 750,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Anthony A. Ferrara 901-448-5523
2016	\$100,000.00		
2016-2017		\$ 650,000.00	James R. Maples 865-974-2243
TOTAL:	\$ 100,000.00	\$ 650,000.00	
End Date	7/1/15	6/30/17	

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

7

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg,ID,GG,GU)	<input type="checkbox"/> Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

In 2015, Sullivan Branding LLC was awarded the bid to lead the funding, planning, marketing, and execution of all activities related to raised funds dedicated to an awareness and image campaign for UT College of Medicine. This amendment is to implement Phase II to develop the creative, media and and related promotional strategies for this project.

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This Amendment is to the Contract between the University of Tennessee on behalf of its College of Medicine (hereafter UNIVERSITY) and Sullivan Branding (hereafter CONTRACTOR), which Contract was entered into on July 1, 2015 (UT Contract 8500047346).

This Contract Amendment consists of this cover page and 2 additional pages.

By mutual agreement, the UNIVERSITY and CONTRACTOR agree to the following amendment:

1. In Phase II (covered by this Amendment), effective March 15, 2016, the Contractor will develop and implement the creative, media and related promotional strategies as part of an integrated awareness and image campaign for the College of Medicine.
2. The attached Letter of Agreement details the scope of Phase II.
3. The term of the Contract is extended through June 30, 2017.
4. The University's maximum liability under this Contract is \$750,000.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract Amendment executed by their duly authorized representatives.

FOR CONTRACTOR:

ADDRESS:

Sullivan Branding
175 Toyota Plaza
Memphis TN 38103

PHONE: 901-526-6220

FEDERAL ID #: 45-4055241

FOR UNIVERSITY:

DEPARTMENT NAME:

UT College

RESPONSIBLE ACCOUNT:

R073201012 Special Educ Fund-UTMG

Name: Brian Sullivan
Title: Principal/CEO

James R. Maples
Treasurer / Chief Financial Officer

Date

Date



LETTER OF AGREEMENT Phase II

UT College of Medicine has retained Sullivan Branding (Sullivan) of Memphis, TN, for marketing and communications planning, strategy and execution.

1. Assignment

Sullivan's assignment is to lead the UT College of Medicine Marketing efforts, including branding, planning and execution of all activities to raise awareness of UTCOM via a dedicated image campaign.

2. Nature of the Services to be provided by Sullivan

The nature of services to be provided by Sullivan will generally fall into the following areas:

- a) Ongoing marketing and communications leadership and activities
 - o Strategic leadership
 - o Internal communications support
 - o Public relations and media relations
 - o Broadcast and Print Production
 - o Digital Applications (including development, testing & launching)
 - o Analytics and Reporting
 - o Community outreach
 - o Social media
- b) Branding
 - o Development of a marketing plan
- c) Ongoing marketing activities and projects
 - o Qualitative research
 - o Qualitative and Quantitative research in support of business expansion (not budgeted or anticipated in marketing)
 - o Production of marketing materials
 - o Media placement and buying (NOTE that traditional media will be placed by UT.)
 - o Market Analysis

3. Compensation and Term of Agreement

Sullivan Branding will estimate and get approval for work in advance. For this work, Sullivan will invoice UT College of Medicine on a monthly basis for services provided at the standard professional service rates of the individuals involved with a project. At all times, Sullivan will utilize the most cost effective person for the task at hand. At the time of this contract, it is estimated that Phase II costs will be in a range of approximately \$650,000 and term shall run through June 30, 2017.

Out-of-pocket costs (if any) will be billed with a standard industry commission of 20% charged on goods or services purchased on UT College of Medicine's behalf that may be required in the furtherance of UT College of Medicine's objectives to whatever extent such goods or services are relevant and are authorized in advance by UT College of Medicine. Items toward which the standard industry mark-up will be assessed include newswire charges, news clipping services (print and broadcast), engraving, photography, printing and other purchases. Postage, copies, long distance telephone charges, travel expenses, and freight and delivery charges will be billed net of any agency commissions.

4. Billing and Payment Procedures

After the first payment cycle, invoices shall be rendered on or about the 10th day of each month and will be payable within thirty (30) days of invoice date. A late charge of 1½ % will be added to any invoice not paid within 45 days. Accurate books and records of all payments shall be retained and made available for inspection

at reasonable times upon request. Records shall include third-party bills, the customary charge for such services, the amount we paid, and receipts for such payment, the amount of our commission, and the amount of your payment.

5. Commitments to Third Parties

If UT College of Medicine directs Sullivan to terminate any previously authorized purchase or project that we have initiated on its behalf and with its concurrence, we shall promptly take all appropriate action, provided that UT College of Medicine shall reimburse Sullivan for nonrecoverable costs incurred as a result thereof.

Sullivan warrants and represents UT College of Medicine that in selecting suppliers and materials vendors, should such activities be authorized by UT College of Medicine, we will make every effort to ensure a fair and reasonable price. In no event shall we purchase any materials or services from any supplier which is a subsidiary or affiliated company or which is known to us to be owned or controlled by any directors or officers of this company, without making full disclosure of any such relationship.

6. Confidentiality and Ownership of Creative Work

Work performed by Sullivan for UT COLLEGE OF MEDICINE shall be the property of UT COLLEGE OF MEDICINE unless agreed otherwise in writing. Sullivan will hold any information received from and designated by UT COLLEGE OF MEDICINE or its agents as strictly confidential and will use this information only in connection with the services provided under this Agreement. Sullivan will comply with any further instructions from UT COLLEGE OF MEDICINE relating to confidentiality.

7. Rights upon Termination

Terms of this agreement will commence on July 1, 2015, and will continue in full force until June 30, 2017 or until terminated by either party upon written notice of such intention given to the other party not less than thirty (30) days in advance. Notice shall be deemed given on the day of mailing or email received and acknowledged.

The rights, duties and responsibilities of this agency shall continue in full force during the period of notice, including the ordering and billing of advertising in print media whose published closing dates fall within such period and the ordering and billing of advertising in broadcast media where the air dates fall within such period. No additional rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future action, except that any non-cancelable contracts made on authorization of UT COLLEGE OF MEDICINE and still existing at termination shall be carried to completion by Sullivan and paid for UT COLLEGE OF MEDICINE.

8. Notices

Any notice given pursuant to this Letter of Agreement shall be deemed given on the day of mailing or hand-delivery or, in the case of notice by Internet, on the day of Internet transmission.

9. Governing Law

The laws of the State of Tennessee shall govern all issues with respect to this Letter of Agreement.

**THE UNIVERSITY OF TENNESSEE
CONTRACT**

This Contract, made and entered into on July 1, 2015, documents the agreement between the University of Tennessee on behalf of its College of Medicine (hereafter UNIVERSITY) and Sullivan Branding (hereafter CONTRACTOR).

This Contract consists of this cover page, ^{its signature page} the University's Standard Terms and Conditions, and 3 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated below.

By mutual agreement, the UNIVERSITY and CONTRACTOR agree to the following:

1. In Phase I (covered by this contract), Contractor will lead the planning, marketing, and execution of activities to raise funds that will be dedicated to an awareness and image campaign for the College. ^{Agency}
This fundraising campaign is expected to provide the resources required to implement Phase II.
2. The attached Letter of Agreement ^{details the specific scope of Phase I.}

The Period of Performance under this Contract is from July 1, 2015 through June 30, 2016. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive ^{equitable} compensation for satisfactory authorized work completed as of the termination date. ^{payment}

The UNIVERSITY will compensate CONTRACTOR as described in paragraphs 3 and 4 in the attached Letter of Agreement.

Other payment terms (Put N/A if none): See attached Letter of Agreement

The UNIVERSITY's maximum liability under this Contract is \$100,000.

*Signatures follow
on next page*

ATTACHMENT A

COST PROPOSAL NARRATIVE

Phase I will begin with a fundraising team campaign planning meeting facilitated by Sullivan Branding. We will work through discussions with you designed to elicit the information necessary to formulate and execute an appropriate and effective fundraising marketing plan and messaging strategy.

The primary elements we will explore during our session are as follows:

- Overall fundraising goal pyramid
- Assessment and description of all target audiences
- Case statement development
- Quiet phase and public phase timelines
- Marketing strategies for each phase

The results of this strategic planning discussion will provide the critical information needed for Sullivan Branding to develop the recommended tactics, detailed budgets, and timelines.

Since the campaign goal is \$1 million, a marketing budget for the capital campaign should be capped at \$100,000. Fundraising industry standards developed from proven campaigns over the years indicate that 10 percent of the end goal is the benchmark for a campaign investment. These funds will cover the cost to develop the fundraising marketing plan as well as the materials needed to reach the goal.

The capital campaign marketing budget will be smaller for the quiet phase and will ramp up during the public phase. For example, during the quiet phase, the case statement, a "view book" collateral piece and a dedicated website are some of the standard strategies to be considered.

Strategies to be considered for the public phase will include additional printed collateral materials like stationery, pledge cards, brochures for mailing, email templates, and so forth. A highly successful quiet phase could present the opportunity to spend less in the public phase, or to set a higher goal for the campaign overall. This decision could lower the overall campaign cost, and will be made at the transition time from quiet to public. Also to be considered will be additional digital content for the website and social media. This might include videos and other sharable content. A crowd sourcing element should also be considered to draw upon the pride of graduates and their desire to raise the profile of their medical school.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

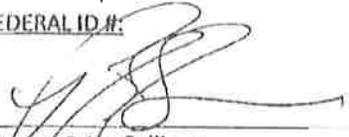
ADDRESS:

Sullivan Branding
175 Toyota Plaza
Memphis, TN 38103

PHONE: (901) 526-6220

45-4055241

FEDERAL ID #:


Name: Brian Sullivan
Title: Principal/CEO

Date

8/5/15

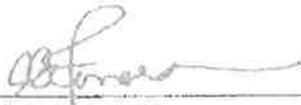
FOR UNIVERSITY:

DEPARTMENT NAME:

UT College Of Medicine Administration

RESPONSIBLE ACCOUNT:

R073201012


Name: Anthony A. Ferrara
Title: Vice Chancellor / Chief Financial Officer

Date

JUL 31 2015

UNIVERSITY'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
9. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
10. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in: Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
11. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
12. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to the University all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
13. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
14. In compliance with the requirements of Tenn. Code Ann. § 12-3-309, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.
15. Any activities performed within the University of Tennessee facilities in support of this contract shall be executed in accordance with all applicable safety and environmental standards. Covered activities include but are not limited to the installation, servicing and maintenance of devices or equipment. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Radiological Health, and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under this contract. All hazardous substances and materials, including waste, under the control of the contractor shall be managed in accordance with applicable EPA and TDEC regulations. *Failure to abide by regulatory requirements may result in termination of the contract by the university. Any fines imposed against the University as the result of a contractor's failure to abide by regulations shall be the contractor's responsibility.*
16. This Contract is the entire agreement between the University (including University employees and other end users) and Contractor. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.
17. In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Contractor hereby attests that the Contractor has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.



8500047346

LETTER OF AGREEMENT

UT College of Medicine has retained Sullivan Branding (Sullivan) of Memphis, TN, for marketing and communications planning, strategy and execution.

1. Assignment

Sullivan's assignment is to lead the UT College of Medicine Marketing efforts, including branding, planning and execution of all activities to raise funds, that will be dedicated to an awareness and image campaign for the College.

2. Nature of the Services to be provided by Sullivan

The nature of services to be provided by Sullivan will generally fall into the following areas:

- a) Ongoing marketing and communications leadership and activities
 - o Strategic leadership
 - o Internal communications support
 - o Public relations and media relations
 - o Community outreach
 - o Social media
- b) Branding
 - o Development of a marketing plan
- c) Ongoing marketing activities and projects
 - o Qualitative research
 - o Qualitative and Quantitative research in support of business expansion (not budgeted or anticipated in marketing)
 - o Production of marketing materials
 - o Media placement and buying
 - o Market Analysis

3. Compensation and Term of Agreement

Sullivan Branding will estimate and get approval for work in advance. For this work, Sullivan will invoice UT College of Medicine on a monthly basis for services provided at the standard professional service rates of the individuals involved with a project. At all times, Sullivan will utilize the most cost effective person for the task at hand. At the time of this contract, it is estimated costs will be in a range of approximately \$100,000 (see Attachment A for detail).

Out-of-pocket costs (if any) will be billed with a standard industry commission of 20% charged on goods or services purchased on UT College of Medicine's behalf that may be required in the furtherance of UT College of Medicine's objectives to whatever extent such goods or services are relevant and are authorized in advance by UT College of Medicine. Items toward which the standard industry mark-up will be assessed include newswire charges, news clipping services (print and broadcast), engraving, photography, printing and other purchases. Postage, copies, long distance telephone charges, travel expenses, and freight and delivery charges will be billed net of any agency commissions.

4. Billing and Payment Procedures

After the first payment cycle, invoices shall be rendered on or about the 10th day of each month and will be payable within thirty (30) days of invoice date. A late charge of 1½ % will be added to any invoice not paid within 45 days. Accurate books and records of all payments shall be retained and made available for inspection at reasonable times upon request. Records shall include third-party bills, the customary charge for such services, the amount we paid, and receipts for such payment, the amount of our commission, and the amount of your payment.

sullivanbranding.com

5. Commitments to Third Parties

If UT College of Medicine directs Sullivan to terminate any previously authorized purchase or project that we have initiated on its behalf and with its concurrence, we shall promptly take all appropriate action, provided that UT College of Medicine shall ~~hold us harmless with respect to any costs incurred as a result thereof.~~

Account use Sullivan for non recoverable

Sullivan warrants and represents UT College of Medicine that in selecting suppliers and materials vendors, should such activities be authorized by UT College of Medicine, we will make every effort to ensure a fair and reasonable price. In no event shall we purchase any materials or services from any supplier which is a subsidiary or affiliated company or which is known to us to be owned or controlled by any directors or officers of this company, without making full disclosure of any such relationship.



6. Confidentiality and Ownership of Creative Work

Work performed by Sullivan for UT COLLEGE OF MEDICINE shall be the property of UT COLLEGE OF MEDICINE unless agreed otherwise in writing. Sullivan will hold any information received from and designated by UT COLLEGE OF MEDICINE or its agents as strictly confidential and will use this information only in connection with the services provided under this Agreement. Sullivan will comply with any further instructions from UT COLLEGE OF MEDICINE relating to confidentiality.

7. Rights upon Termination

Terms of this agreement will commence on July 1, 2015, and will continue in full force until June 30, 2015 or until terminated by either party upon written notice of such intention given to the other party not less than thirty (30) days in advance. Notice shall be deemed given on the day of mailing or email received and acknowledged.

The rights, duties and responsibilities of this agency shall continue in full force during the period of notice, including the ordering and billing of advertising in print media whose published closing dates fall within such period and the ordering and billing of advertising in broadcast media where the air dates fall within such period. No additional rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future action, except that any non-cancelable contracts made on authorization of UT COLLEGE OF MEDICINE and still existing at termination shall be carried to completion by Sullivan and paid for UT COLLEGE OF MEDICINE.

8. Notices

Any notice given pursuant to this Letter of Agreement shall be deemed given on the day of mailing or hand-delivery or, in the case of notice by Internet, on the day of Internet transmission.

9. Governing Law

The laws of the State of Tennessee shall govern all issues with respect to this Letter of Agreement.