

**Information:**

**Drawer:** Accounts Payable - Invoices **Vendor Number:** 1082262 **Vendor Name:** American Society of Composers Authors and Publishers

**Check Details:**

**Check Number:** 0346951 **Check Amount:** \$ 5,044.36 **Check Date:** 12/9/2025

**Invoice Details:**

**Invoice Number:** 193000340372 **Invoice Date:** 11/20/2025 **PO Number:** NULL **Voucher Number:** V0915713

**Document Type:** AP Invoice

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**Document Below**

## Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 2.21, Vendor Payment.

Date: \_\_\_\_\_ Vendor ID: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_ Payment Due Date: \_\_\_\_\_

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
<b>Total</b>			<b>\$</b>

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Other Instructions:

### All requests will require the following approvals:

Requester: \_\_\_\_\_ Print Name: \_\_\_\_\_

Budget Officer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Requests \$10,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Cabinet Officer (only required if request is \$25,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Board Approval Date (only required if request is \$25,000 and over): \_\_\_\_\_

**Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), [invoicing@cod.edu](mailto:invoicing@cod.edu)**

# Check Request Form *(cont.)*

## Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.  
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.



Attn: Concert, Symphonic & Educational Dept PO BOX 331608,  
Nashville, TN 37203-7515  
Phone: 1-800-652-7227  
Fax: 1-615-691-7795  
Email: glcs@ascap.com

**Invoice/Statement of Account as of: 10/22/2025**

Molly Junokas  
Business Manager  
College of Du Page  
425 Fawell Blvd  
Glen Ellyn, IL 60137-6599

Re: College of Du Page  
College of Du Page  
425 Fawell Blvd  
Glen Ellyn, IL 60137-6599

*If You Have Already Made Payment, Please Disregard This Invoice.  
In Case Of Error In Amount Of Bill Or Payment, Contract Terms Shall Govern.*

ACCOUNT NO.	BILLING DATE	CURRENT	PAST DUE	BALANCE DUE
500625053	10/22/2025	\$5,044.36	\$0.00	<b>\$5,044.36</b>

COLLEGEtier1

ASCAP REFERENCE NO.	TRANSACTION DATE	CHECK NO.	EXPLANATION OF CHARGES & CREDITS	FOR THE PERIOD	AMOUNT	REMAINING BALANCE
193000340372	10/20/2025 10/22/2025	-	PREVIOUS BALANCE Revised Report (Cr)	07/01/2025 to 06/30/2026	\$(1,259.94)	\$6,304.30 \$5,044.36

TEAR ON THE DOTTED LINE

PLEASE PLACE YOUR CUSTOMER ACCOUNT NO. ON ALL CHECKS AND CORRESPONDENCE. PLEASE MAKE CHECK PAYABLE TO "ASCAP".

College of Du Page  
425 Fawell Blvd  
Glen Ellyn, IL 60137-6599



ACCOUNT NO.	BALANCE DUE	AMOUNT PAID
500625053	\$5,044.36	\$

95006250534000504436

Name, Address, Telephone Changes

Licencee: \_\_\_\_\_  
Premise: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_

COLLEGEtier1

ASCAP  
21678 Network Place  
Chicago, IL 60673-1216



## COLLEGES AND UNIVERSITIES LICENSE AGREEMENT (One Tier)

Agreement made and entered into this 1st day of July, 2025 (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, with its principal offices located at One Lincoln Plaza, New York, New York 10023, hereinafter referred to as "ASCAP", and

College of DuPage, a College or University with its principal offices located at  
425 Fawell Blvd, Glen Ellyn, IL 60137

hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, ASCAP's writer and publisher members have authorized ASCAP to license, on a non-exclusive basis, non-dramatic public performances of their copyrighted musical compositions; and

WHEREAS, Licensee is an institution of higher education and desires to perform publicly and non-dramatically the copyrighted musical compositions in ASCAP's repertory during the period hereof.

Now, therefore, the parties hereto mutually agree as follows:

### 1. Definitions

As used in this Agreement,

- (a) The term "Licensee" shall include the named institution and any of its constituent bodies, agencies or organizations, including, but not limited to, any organization such as a fraternity, sorority, social club or other organization affiliated with Licensee and located on or off Licensee's campus, which is operated for the benefit of Licensee or its faculty, staff, students or alumni.
- (b) The term "premises" shall include Licensee's campus(es) and any site located off Licensee's campus which has been engaged by Licensee for use by Licensee and any of its constituent bodies, agencies or organizations, including, but not limited to, those locations where college groups such as bands or choruses perform as part of their non-profit, community outreach and educational activities, provided that such events are not promoted or sponsored by a third party.
- (c) The term "full-time student" shall be the sum of: (i) all full-time undergraduate and graduate students; and (ii) one-third of all part-time undergraduate and graduate students. If, during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in Subsection (ii) of this Paragraph is changed by the Integrated Post-Secondary Education Data System (IPEDS) or any superseding survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said Subsection (ii) as of the effective fall academic term.
- (d) The term "musical attractions" shall mean concerts, shows, recitals, dances and other similar performances.
- (e) The term "school year" shall mean the twelve-month period commencing September 1 of any calendar year during the term hereof.
- (f) The term "CPI adjustment" shall mean the difference in the Consumer Price Index, All Urban Consumers - ("CPI-U"), as determined by the United States Department of Labor, between the preceding July and July of the specified year.
- (g) "Internet Site or Service" shall mean a site or service accessible via the Internet or a similar transmission facility from which audio content is transmitted to "Users" and from which Users may download or otherwise select particular musical compositions or programs containing musical compositions and that has either the principal Universal Resource Locator (URL) of \_\_\_\_\_ or any other URL operated or maintained by Licensee, including the websites of Licensee owned and operated Radio Stations.
- (h) "Internet Transmissions" shall mean all transmissions of content to Users from or through Licensee's Internet Site or Service, or from any other Internet site or service pursuant to an agreement between Licensee and the operator of the other Internet site or service, when accessed by means of any connection from Licensee's Internet Site or Service.
- (i) "Locally Originated Programming" shall mean television programming produced or which is inserted locally by Licensee or through an interconnect (an association of two or more cable systems for the purpose of distributing advertising or programming simultaneously) or otherwise originating by or on "Licensee's Cable Television System" including, without limitation, (i) programming on locally-originated channels, including advertising and promotional materials thereon; (ii) programming on public, educational and governmental ("PEG") access channels; (iii) public service

announcements; (iv) programming on leased access channels; and (v) advertising and promotional materials inserted locally or through an interconnect by or on behalf of Licensee into national, regional or local cable programming services.

(j) "Licensee's Cable Television System" shall mean a cable television system, system of closed circuit distribution, MMDS, internet, broadband, including any linear feed via the Internet, broadband or other online service or other means of distribution which is owned and operated by Licensee and by which Licensee transmits Locally Originated Programming on Licensee's campus, except that it shall not include free over-the-air broadcast television.

(k) "Intranet Transmissions" shall mean transmissions that can only be accessed through an internal computer network accessible only to faculty, staff, students, and other members of the campus community who authenticate themselves through a secure access system.

(l) "Radio Station" shall mean a radio station licensed for non-commercial educational broadcasting that is not qualified under the rules of the Corporation for Public Broadcasting for receipt of community service grants.

(m) "Users" means all those who access Internet Transmissions.

## **2. Term of License**

This Agreement shall be for an initial term of one (1) year, commencing July 1, 2025, which shall be considered the Effective Date of this Agreement, and shall automatically renew thereafter for additional terms of one (1) year each unless terminated by either party by giving notice of termination to the other party no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

## **3. Grant of License**

ASCAP hereby grants to Licensee for the term of this Agreement a non-exclusive license to perform publicly, or cause the public performance, on Licensee's premises, of non-dramatic musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights. Such performances shall include performances presented under the auspices of Licensee, including, but not limited to, performances by faculty, staff, students or alumni of Licensee while performing under the auspices of Licensee and shall include performances by means of Internet Transmissions, including webcasts of Licensee owned and operated Radio Stations, Intranet Transmissions and Licensee's Cable Television System.

## **4. Limitations on License**

(a) This license is not assignable or transferable by operation of law or otherwise, and is limited to the Licensee and to the premises.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the premises, other than by means of (i) music-on-hold telephone systems operated by Licensee at the premises; (ii) Licensee's Internet Site or Service; (iii) Licensee's Intranet transmissions; and (iv) Licensee's Cable Television System.

(c) This license does not authorize performances at any musical attraction that is co-sponsored, co-promoted or co-presented by Licensee and any other entity engaged in the business, whether for-profit or not-for-profit, of promoting or presenting musical attractions.

(d) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) otherwise covered by the compulsory license provisions of 17 U.S.C. Paragraph 116.

(e) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall include, but not be limited to, a musical comedy, opera, play with music, revue or ballet.

(f) ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory and further reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) This license, to the extent it covers Licensee's Internet Site or Service, is limited to performances presented by means of Internet Transmissions, and by no other means; provided, however, that (i) nothing in this Agreement authorizes such performances when transmitted from Licensee's Internet Site or Service pursuant to an agreement between Licensee and any other Internet site or service operator, when accessed by means of a connection from that other Internet site or service, even if such performances fall within the definition of Internet Transmissions; and provided further, that (ii) if Licensee is an Internet access provider, nothing in this Agreement authorizes such performances when transmitted from or through any homepage(s) hosted on Licensee's Internet Site or Service for those for whom Licensee provides Internet access, provided however, that this license shall cover webpages maintained by Licensee's departments, schools, centers and other units, as well as by faculty and staff as part of their official duties and responsibilities to Licensee.

(h) Nothing in this Agreement grants to Licensee, or authorizes Licensee to grant to any User or to anyone else, any right to reproduce, copy or distribute by any means, method or process whatsoever, any of the musical compositions licensed by this Agreement, including but not limited to, transferring or downloading any such musical compositions to a computer hard drive or otherwise copying the composition onto any other storage medium.

(i) Nothing in this Agreement grants to Licensee, or authorizes Licensee to grant to anyone else, any right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any of the musical compositions licensed under this Agreement.

## 5. License Fees, Reports and Payments

(a) In consideration of the license granted herein, for the following periods, Licensee agrees to pay ASCAP a Base or Minimum License Fee and a Cable License Fee, if applicable, for performances of Locally Originated Programming by means of Licensee's Cable Television System.

(i) The Base License Fee and the Cable License Fee, if applicable, shall each be based on the number of fulltime students during the fall of each year of this Agreement:

Period	Minimum and Base License Fee	Cable License Fee
July 1, 2007- June 30, 2008	Greater of \$257 or 32 cents per full-time student	6.10 cents per full-time student
July 1, 2008- June 30, 2009	Greater of \$257 or 32 cents per full-time student	6.10 cents per full-time student

(ii) The Base, Minimum and Cable License Fee for the contract year commencing July 1, 2009 and each subsequent contract year of this Agreement shall be the Base, Minimum and Cable license fees for the preceding contract year, adjusted in accordance with the CPI Adjustments as defined above.

(iii) In the event that at any time during the initial term of the License the total annual fees payable by Licensee to another performance rights organization for the same performance rights as included herein ("Comparable Fees") exceed the total Base, Minimum and Cable License Fees payable by Licensee hereunder for such year, ASCAP may terminate this Agreement with thirty (30) days written notice.

(iv) Licensee shall report to ASCAP the number of full-time students during the fall of each year by November 1 of each year. Licensee shall also report at that time whether it provides Locally Originated Programming by means of a Cable Television System. License fees shall be payable by January 20 of each year of this Agreement.

(b) All license fees based upon the number of full-time students payable pursuant to Paragraphs 5(a) shall be computed to the nearest tenth of a cent.

(c) Licensee agrees to report to ASCAP, on forms supplied free of charge by ASCAP, simultaneously with payment of said license fees, Licensees' total full-time student enrollment.

(d) In the event Licensee shall fail to pay license fees due hereunder by April 30 of the year in which they are due, Licensee agrees to pay a finance charge on the license fees due of 1½ % per month, or the maximum rate permitted by the law of the state in which Licensee is located, whichever is less, from the date such license fees became due.

(e) Licensee agrees to furnish quarterly to ASCAP copies of all programs of musical works performed by Licensee in each of its musical attractions presented during the previous quarter, which are prepared for distribution to the audience or

for the use or information of Licensee or any department thereof, and program schedules for Licensee's Cable Television System. Copies of programs of Licensee's musical attractions shall include all encores to the extent possible. Licensee shall be under no obligation to furnish such programs when they have not been otherwise prepared.

## **6. Reservation of Rights**

The parties hereto expressly reserve all rights and privileges accorded by the Copyright Act of 1976, as amended, and other applicable laws.

## **7. Breach or Default**

Upon any breach or default of the terms and conditions of this Agreement, ASCAP may terminate this Agreement by giving Licensee thirty (30) days notice in writing to cure such breach or default, and in the event such breach or default has not been cured within said thirty (30) days, this Agreement shall terminate on the expiration of such thirty (30)-day period without further notice from ASCAP. The right to terminate shall be in addition to any and all other remedies which ASCAP may have. In this event of such termination, ASCAP shall refund to Licensee any unearned license fees paid in advance.

## **8. Interference in ASCAP's Operations**

In the event of:

- (a) Any major interference with the operation of ASCAP in the state, territory, dependency, possession or political subdivision in which Licensee is located, by reason of any law of such state, territory, dependency, possession or political subdivision which is applicable to the licensing of performing rights; or
- (b) Any substantial increase in the cost to ASCAP of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision which is applicable to the licensing of performing rights

ASCAP shall have the right to terminate this Agreement forthwith by written notice, and, in the event of such termination, shall refund to Licensee any unearned license fees paid in advance. The written notice provided by ASCAP shall explain the specific reason why it is terminating the license.

## **9. Indemnity Clause**

ASCAP agrees to indemnify, save and hold harmless and to defend Licensee from and against all claims, demands and suits that may be made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in ASCAP's repertory which are written or copyrighted by members of ASCAP. Licensee agrees to give ASCAP prompt notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining thereto. ASCAP shall have full charge of the defense of any such claim, demand or suit and Licensee shall cooperate fully with ASCAP in such defense. Licensee, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action. ASCAP agrees at the request of Licensee to cooperate with and assist Licensee in the defense of any action or proceeding brought against it with respect to the performance of any musical compositions contained in the ASCAP repertory, but not copyrighted or written by members of ASCAP. This Paragraph 9 shall not apply to performances of any works that may be restricted under Paragraph 4(f) of this Agreement.

## **10. Availability of Other License Agreements**

In the event ASCAP offers any other type of license agreement to colleges or universities, Licensee may elect to enter into such other type of license agreement. Such election shall be prospective only, shall be effective at the beginning of the school year, and shall be accomplished by serving written notice on ASCAP of such election at least thirty (30) days prior to the commencement of said school year.

## 11. Notices

All notices shall be given in writing by United States certified mail sent to either party at the address stated above. Notices to ASCAP shall be made to the attention of: Director, Symphonic and Educational Licensing. Notices to Licensee shall be made to the attention of Molly Junokas (junokasm@cod.edu). Each party agrees to inform the other of any change of address.

## 12. Modification of Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. Licensee recognizes that ASCAP must license all similarly situated users on a nondiscriminatory basis. Licensee agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other colleges or universities, shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

## 13. Execution

This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original by the duly authorized representatives of ASCAP and Licensee all as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

By \_\_\_\_\_

LICENSEE

By

Signed by:

*Ellen Roberts*

438000CF0B03F425...

TITLE

Vice President, Admin. Affairs

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)

10/24/2025

## EXEMPTION FROM QUOTE/BID/RFP APPROVAL REQUEST FORM

Date	10/16/2025	Requester Phone	(630) 942-3009		
Requester Name	Linda Sharbaugh	Requester Email	sharbaughl@cod.edu		
Requester Title	Asst. Business Manager	Department Name	MAC		
Divisional Administrator Signature and Date	Diana Martinez	Cabinet Member Signature and Date (if over \$25,000)	Digitally signed by Diana Martinez Date: 2025.10.16 16:35:09 -0500		
Vendor Company Name	ASCAP	Vendor Address	Dept PO BOX 331608		
Vendor Contact Name	Symphonic&Educational Dept	City	Nashville	ST	TN
Vendor Phone Number	800-652-7227	Vendor Email	glcs@ascap.com		
Total Cost	\$ Not to exceed \$6,500	Contract Term (if applicable)	July 1, 2025 - June 30, 2026		
Project Description	ASCAP Music Licensing Agreement for FY26				

### EXEMPTION IDENTIFICATION

To be considered exempt from bidding as noted in the Illinois Public Community College Act, and exempt from the College's quote or competitive bid/RFP process, please select one of the following:

<input checked="" type="checkbox"/>	<b>Sole Source Exemption</b> - Contracts for goods or services which are economically procurable from only one source (Complete questions below and Sole Source Justification section.)
<input type="checkbox"/>	<b>Professional Services Exemption</b> - Contracts for the services of individual possessing a high degree of professional skill where the ability or fitness of the individual plays an important part. (Complete questions below and Professional Services Justification section.)
<input type="checkbox"/>	<b>IT Exemption</b> - Purchases and contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services.
<input type="checkbox"/>	Other exemption (as indicated in section 3-27.1 of the Illinois Public Community College Act):

**The following questions must be completed for all exemption requests. Please be thorough in your explanations.**

1. How is this vendor uniquely qualified to meet the College's needs?

Under federal copyright law, when copyrighted music is performed in any establishment, permission must be granted from the copyright owner. In most cases, that permission comes in the form of a music license. ASCAP licenses music and owns over a million songs in their catalog, many of which are performed at the MAC.

2. What are the unique features of the supplies or services that are not available in any other product or by any other vendor? Provide specific, quantifiable factors/qualifications:

ASCAP licenses music and owns over one million songs in their catalog, many of which are performed at the MAC. In order to have music legally performed on the premises, we need to enter into an annual agreement with ASCAP and other major organizations that license music.

3. Have any other activities related to this request already occurred? ☐ Yes ☒ No If yes, please explain:

4. Did you research other products and/or services prior to selecting this vendor? ☐ Yes ☒ No

If yes, provide vendor(s) researched below and what prevented you from using indicated vendor(s).

5. Will this purchase obligate the college to this vendor for future purchases such as maintenance, licensing, or continuing need?  
☐ Yes ☒ No If yes, provide detail regarding future obligations and/or needs and attach supporting documents.

6. How did you acquire pricing?

The fee is based on enrollment numbers of the College.

**SOLE SOURCE JUSTIFICATION:** To be considered a sole source purchase, and exempt from the quote or competitive bid process, one of the following conditions must be met (check appropriate boxes):

<input checked="" type="checkbox"/>	The requested product or service is the sole item that meets the College's need and can only be obtained from one source (manufacturer/distributor).
<input type="checkbox"/>	The product or service must match or be compatible with current equipment or services
<input type="checkbox"/>	Product requested is specifically required for use in conjunction with grant or contract terms
<input type="checkbox"/>	Request pertains to an existing contract or agreement. <b>Attach copy of the contract</b>
<input type="checkbox"/>	Service required is controlled and/or mandated by local utility or government

**\*\*Attach a copy of the vendor's sole source explanation letter for all sole source exemption requests.\*\***

**PROFESSIONAL SERVICES JUSTIFICATION:** To be considered a professional services contract, and exempt from the quote or competitive bid process, please complete the following:

Type of Service:	<input type="checkbox"/> Architectural/Engineering <input type="checkbox"/> Artistic/Performer <input checked="" type="checkbox"/> Consulting <input type="checkbox"/> Environmental <input type="checkbox"/> Financial <input type="checkbox"/> Investigative <input type="checkbox"/> Legal <input type="checkbox"/> IT <input type="checkbox"/> Other:
Scope of Work	
Skills Experience, Knowledge, Education Requirements	
Professional and Business Judgment Requirements	
Price Reasonableness	

Please note: This form must be completed and submitted, with appropriate supporting documentation, to Procurement Services at [purchasing@cod.edu](mailto:purchasing@cod.edu) for review and approval prior to the submission of a requisition. Once final disposition is determined, this form will be signed, dated, and returned to you. For goods/product not requiring contract approval, attach this approved form with your quote to your requisitions for processing.

For goods/services requiring a contract, email this approved form, a completed Contract Approval Cover Sheet, and all required supporting documents to [contracts@cod.edu](mailto:contracts@cod.edu) for contract review and signature.

ENDORSEMENT/APPROVAL PAGE

**Office of Procurement Services:**


☒ Endorsed      ☐ Not Endorsed

Comments:

ASCAP is the copyright owner of the music that requires annual license fees to play said music at The MAC and WDCB Radio under federal law. Approved for FY26 sole source procurement request.

Procurement Services Manager Signature:

**Theresa F. Dobersztyn**

 Digitally signed by Theresa F. Dobersztyn  
Date: 2025.10.20 17:41:25 -05'00'

**Office of Administrative Affairs: Approval by the Office of Administrative Affairs is required for all exemption requests of \$25,000 or greater.**

☐ Endorsed      ☐ Not Endorsed

Comments:

Vice President, Administrative Affairs Signature:

**Office of the President: Approval by the President is required for all exemption requests of \$25,000 or greater.**

☐ Approved      ☐ Not Approved

Comments:

President Signature:

## **Exemption from Quote/Bid/RFP Approval Request Form Instructions**

### **I. *Sole Source Contracts***

Section 3-27.1 (l) of the Illinois Public Community College Act 110 ILCS 805 indicates that “contracts for goods or services which are economically procurable from only one source” are exempt from bidding. Sole source is generally defined as a procurement without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. Examples of sole source considerations may include:

- 1) Compatibility of equipment accessories, replacement parts or service is a paramount consideration;
- 2) The contract is for artistic, entertainment, or athletic event services;
- 3) The requested product or service is the sole item that meets the College's needs and can be obtained from only one source (manufacturer/distributor);
- 4) The product requested is specifically required for use in conjunction with grant or contract terms;
- 5) The service required is controlled and/or mandated by local utility or government

A requirement for a particular proprietary item does not justify a sole source procurement if more than one vendor is authorized to provide that item. A preference for a brand name product does not justify a sole source procurement. The “uniqueness” of a good or service alone may not qualify the producer or supplier as a sole provider.

To support a request for a sole source exemption from quote or bid for a procurement with a value of \$5,000 or greater, the submission of a fully completed Exemption from Quote/Bid/RFP Approval Request form will be required. The Procurement Services Manager will review the exemption request for compliance with the criteria described in the Act and, if found to satisfy the criteria, he/she will approve the request. If the value of the purchase is \$25,000 or greater, the Procurement Services Manager will endorse and forward the request to the Vice President for Administrative Affairs. If the Vice President for Administrative Affairs concurs with the Procurement Service Manager's endorsement, he/she will forward the request to the College President for consideration. Sole source contracts exceeding the established bid limit shall require approval by the Board of Trustees.

### **2. Section 1 – Requestor to complete the first section with the following information:**

- Requestor's contact information
- Obtain Division Administrator Signature and Date
- Obtain Cabinet Member Signature if request is over \$25,000
- Complete the Vendor contact information, Total Cost, Contract Term (if applicable) and provide a brief Project Description.

3. Exemption Identification

- Requestor to identify which exemption applies based on the descriptions provided on the form or another exemption (as indicated in section 3-37.1 of the Illinois Public Community College Act, by checking the appropriate box).

4. Requestor is required to provide complete answers for Questions 1-6 for all exemption requests. (We have been purchasing this product/service for the past several years and it meets our needs will not suffice as a justification for continued use).

5. Sole Source Justification. To be considered a sole source purchase and exempt from the quote or competitive bid process, one (1) of the following conditions must be met (check the appropriate boxes).

- Requestor is required to attach a copy of the Vendor's sole source explanation letter for all sole source exemption requests.

6. Professional Services Justification. In order to be considered a professional services contract and exempt from the quote or competitive bid process, the following section must be completed by providing the following:

- Type of Service (Architectural/Engineering, Artistic/Performer, Consulting, Environmental, Financial, Investigative, Legal, IT, Other)
- Scope of Work
- Skills Experience, Knowledge, Education Requirements
- Professional and Business Judgement Requirements
- Price Reasonableness

7. The form must be completed and submitted with all appropriate supporting documentation to Procurement Services at [purchasing@cod.edu](mailto:purchasing@cod.edu) for review and approval prior to submitting a transaction in ESM Purchase.

- Once a decision has been determined, the form will be signed, dated and returned to the Requestor.
- For goods/products that do not require a contract, the approved form is required to be attached with the quote to the transaction in ESM Purchase for processing.
- For goods/services that require a contract, the Requestor needs to create a contract in ESM Contract Management and uploading the approved exemption form with all of the required supporting documents in order to complete the contract review and signature process.
- The Requestor will be notified by email from ESM Contract Management when the contract is executed and available for download.

**QUESTIONS? PLEASE REACH OUT TO THE PROCUREMENT SERVICES STAFF @ [purchasing@cod.edu](mailto:purchasing@cod.edu) or x4535.**

Get answers to common questions we hear from the businesses we license.

ASCAP Licensing

▼



General  
Licensing



Radio Licensing



Television  
Licensing



Web & Mobile  
Licensing



Common  
Licensing Terms  
Defined



Contact Us

Do I need an ASCAP license?

**ASCAP licenses the public performances of its members' musical works.** A public performance is one that occurs either in a public place where people gather (other than a small circle of a family or social acquaintances). A public performance is also one that is transmitted to the public, for example, radio or TV broadcasts, and via the Internet.

**ASCAP's customer licensees include: Airlines, Amusement Parks, Bars, Restaurants & Nightclubs,** Colleges & Universities, Concert Presenters, Music Venues & Clubs, Convention & Trade Shows, Fitness Clubs, Hotels, Local Government Entities, Radio & Television Stations and Networks, Mobile Entertainment, Websites, Retail Stores and music users in a wide variety of other industries. See the [complete list of ASCAP license types](#) on this website. There are over 100 different ASCAP rate schedules covering almost all businesses that perform music.

**ASCAP does not license "dramatic" or "grand" rights, or dramatic performances.** ASCAP members who write musical plays, operas, or ballet scores deal directly with those who want to perform our members' works "dramatically." While ASCAP does not license "dramatic" or "grand" rights, or dramatic performances of its members' music, an ASCAP license does authorize nondramatic performances of songs from dramatic productions. For more information on "dramatic" or "grand" rights and the distinction between dramatic and nondramatic performances, [click here](#).

**ASCAP does not license the right to record music** on a CD, tape, or as part of an audio-visual work such as a motion picture, video or TV program. Those rights, known as mechanical and synchronization ("synch") rights, are licensed by writers or publishers.

**ASCAP does not license the right to print copies of musical works** nor does it license rights to make adaptations or arrangements.

**ASCAP does not license rights for recording artists, musicians, singers or record labels.** However, artists/musicians who are songwriters can become ASCAP members. ASCAP licenses the performance rights for the music of its members.

Why should I pay for playing music in public?

We often use the expression "they're playing my song," not always remembering that while we may have emotionally adopted the song, it still legally belongs to the songwriter who created it, and the music publisher who markets it. When you use other people's property, you need to ask permission

Do I need an ASCAP music license if I'm streaming my performances through a third-party, such as YouTube, Facebook or Instagram?

What is a public performance?

A public performance is one that occurs either in a public place or any place where people gather (other than a small circle of a family or its social acquaintances). A public performance is also one that is transmitted to the public; for example, radio or television broadcasts, music-on-hold, cable television, and by the internet. **Generally, those who publicly perform music obtain permission from the owner of the music or his representative.** However, there are a few limited exceptions, (called "exemptions") to this rule. Permission is not required for music played or sung as part of a worship service unless that service is transmitted beyond where it takes place (for example, a radio or television broadcast). Performances as part of face to face teaching activity at a non-profit educational institutions are also exempt. We recommend that you contact your local ASCAP representative who can discuss your needs and how ASCAP can help you.

What does the ASCAP license do?

**One of the greatest advantages of the ASCAP license is that it gives you legal permission to entertain your customers, guests and employees with our musical repertory of more than 20 million songs and scores. Whether your music is live, broadcast or played via streaming services or CDs, your ASCAP license covers your performances.** And with one license fee, ASCAP saves you the time, expense and burden of contacting

thousands of copyright owners.

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▼ I bought the record or sheet music. Why do I need permission to perform the music?

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▼ I want to record or videotape a song or record. Do I need permission, and how do I obtain it?

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▼ Where does the money go?

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▼ What songs are in the ASCAP repertory and who are your members?

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^ Why do I need an ASCAP music license if I already have one from BMI and/or SESAC?

Your license with BMI or SESAC gives you permission to publicly perform music represented by that particular performing rights organization (PRO). But more often than not, your favorite songs were co-written by multiple people, some of whom may be ASCAP members. With an ASCAP license, you have the legal permission to play over 20 million works by the more than one million members we represent.

---

▼ I'm interested in playing music in my restaurant or other business. I know that I need permission for live performances. Do I need permission if I am using only CD's, records, tapes, radio or TV?

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▼ Does an ASCAP license cover on-stage dramatic performances (e.g. musicals, ballets, operas)?

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▼ How much will it cost to obtain an ASCAP license to perform music?

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▼ I want to use music-on-hold in my business. Do I need permission?

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▼ Do I need permission to perform music as part of a presentation in class or at a training seminar?

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▼ Aren't musicians, entertainers and DJ's responsible for obtaining permission for music they perform?

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▼ How do I obtain a license for a Jukebox?

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▼ How do I know what songs are represented by ASCAP?

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▼ What are the exemptions for the reception of radio and television performances in eating and drinking establishments and retail establishments?

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▼ Is permission required to use music at a political campaign event?

[Common Licensing Terms Defined](#)

[Interested in an ASCAP music license?](#)

[Return to the ASCAP licensing home page](#)

[Learn more](#)

[Contact us](#)

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## COLLEGES AND UNIVERSITIES LICENSE AGREEMENT (One Tier)

Agreement made and entered into this 1st day of July, 2025 (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, with its principal offices located at One Lincoln Plaza, New York, New York 10023, hereinafter referred to as "ASCAP", and

College of DuPage, a College or University with its principal offices located at  
425 Fawell Blvd, Glen Ellyn, IL 60137

hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, ASCAP's writer and publisher members have authorized ASCAP to license, on a non-exclusive basis, non-dramatic public performances of their copyrighted musical compositions; and

WHEREAS, Licensee is an institution of higher education and desires to perform publicly and non-dramatically the copyrighted musical compositions in ASCAP's repertory during the period hereof.

Now, therefore, the parties hereto mutually agree as follows:

### 1. Definitions

As used in this Agreement,

- (a) The term "Licensee" shall include the named institution and any of its constituent bodies, agencies or organizations, including, but not limited to, any organization such as a fraternity, sorority, social club or other organization affiliated with Licensee and located on or off Licensee's campus, which is operated for the benefit of Licensee or its faculty, staff, students or alumni.
- (b) The term "premises" shall include Licensee's campus(es) and any site located off Licensee's campus which has been engaged by Licensee for use by Licensee and any of its constituent bodies, agencies or organizations, including, but not limited to, those locations where college groups such as bands or choruses perform as part of their non-profit, community outreach and educational activities, provided that such events are not promoted or sponsored by a third party.
- (c) The term "full-time student" shall be the sum of: (i) all full-time undergraduate and graduate students; and (ii) one-third of all part-time undergraduate and graduate students. If, during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in Subsection (ii) of this Paragraph is changed by the Integrated Post-Secondary Education Data System (IPEDS) or any superseding survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said Subsection (ii) as of the effective fall academic term.
- (d) The term "musical attractions" shall mean concerts, shows, recitals, dances and other similar performances.
- (e) The term "school year" shall mean the twelve-month period commencing September 1 of any calendar year during the term hereof.
- (f) The term "CPI adjustment" shall mean the difference in the Consumer Price Index, All Urban Consumers - ("CPI-U"), as determined by the United States Department of Labor, between the preceding July and July of the specified year.
- (g) "Internet Site or Service" shall mean a site or service accessible via the Internet or a similar transmission facility from which audio content is transmitted to "Users" and from which Users may download or otherwise select particular musical compositions or programs containing musical compositions and that has either the principal Universal Resource Locator (URL) of \_\_\_\_\_ or any other URL operated or maintained by Licensee, including the websites of Licensee owned and operated Radio Stations.
- (h) "Internet Transmissions" shall mean all transmissions of content to Users from or through Licensee's Internet Site or Service, or from any other Internet site or service pursuant to an agreement between Licensee and the operator of the other Internet site or service, when accessed by means of any connection from Licensee's Internet Site or Service.
- (i) "Locally Originated Programming" shall mean television programming produced or which is inserted locally by Licensee or through an interconnect (an association of two or more cable systems for the purpose of distributing advertising or programming simultaneously) or otherwise originating by or on "Licensee's Cable Television System" including, without limitation, (i) programming on locally-originated channels, including advertising and promotional materials thereon; (ii) programming on public, educational and governmental ("PEG") access channels; (iii) public service

announcements; (iv) programming on leased access channels; and (v) advertising and promotional materials inserted locally or through an interconnect by or on behalf of Licensee into national, regional or local cable programming services.

(j) "Licensee's Cable Television System" shall mean a cable television system, system of closed circuit distribution, MMDS, internet, broadband, including any linear feed via the Internet, broadband or other online service or other means of distribution which is owned and operated by Licensee and by which Licensee transmits Locally Originated Programming on Licensee's campus, except that it shall not include free over-the-air broadcast television.

(k) "Intranet Transmissions" shall mean transmissions that can only be accessed through an internal computer network accessible only to faculty, staff, students, and other members of the campus community who authenticate themselves through a secure access system.

(l) "Radio Station" shall mean a radio station licensed for non-commercial educational broadcasting that is not qualified under the rules of the Corporation for Public Broadcasting for receipt of community service grants.

(m) "Users" means all those who access Internet Transmissions.

## **2. Term of License**

This Agreement shall be for an initial term of one (1) year, commencing July 1, 2025, which shall be considered the Effective Date of this Agreement, ~~and shall automatically renew thereafter for additional terms of one (1) year each unless terminated by either party by giving notice of termination to the other party no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.~~

## **3. Grant of License**

ASCAP hereby grants to Licensee for the term of this Agreement a non-exclusive license to perform publicly, or cause the public performance, on Licensee's premises, of non-dramatic musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights. Such performances shall include performances presented under the auspices of Licensee, including, but not limited to, performances by faculty, staff, students or alumni of Licensee while performing under the auspices of Licensee and shall include performances by means of Internet Transmissions, including webcasts of Licensee owned and operated Radio Stations, Intranet Transmissions and Licensee's Cable Television System.

## **4. Limitations on License**

(a) This license is not assignable or transferable by operation of law or otherwise, and is limited to the Licensee and to the premises.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the premises, other than by means of (i) music-on-hold telephone systems operated by Licensee at the premises; (ii) Licensee's Internet Site or Service; (iii) Licensee's Intranet transmissions; and (iv) Licensee's Cable Television System.

(c) This license does not authorize performances at any musical attraction that is co-sponsored, co-promoted or co-presented by Licensee and any other entity engaged in the business, whether for-profit or not-for-profit, of promoting or presenting musical attractions.

(d) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) otherwise covered by the compulsory license provisions of 17 U.S.C. Paragraph 116.

(e) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall include, but not be limited to, a musical comedy, opera, play with music, revue or ballet.

(f) ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory and further reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) This license, to the extent it covers Licensee's Internet Site or Service, is limited to performances presented by means of Internet Transmissions, and by no other means; provided, however, that (i) nothing in this Agreement authorizes such performances when transmitted from Licensee's Internet Site or Service pursuant to an agreement between Licensee and any other Internet site or service operator, when accessed by means of a connection from that other Internet site or service, even if such performances fall within the definition of Internet Transmissions; and provided further, that (ii) if Licensee is an Internet access provider, nothing in this Agreement authorizes such performances when transmitted from or through any homepage(s) hosted on Licensee's Internet Site or Service for those for whom Licensee provides Internet access, provided however, that this license shall cover webpages maintained by Licensee's departments, schools, centers and other units, as well as by faculty and staff as part of their official duties and responsibilities to Licensee.

(h) Nothing in this Agreement grants to Licensee, or authorizes Licensee to grant to any User or to anyone else, any right to reproduce, copy or distribute by any means, method or process whatsoever, any of the musical compositions licensed by this Agreement, including but not limited to, transferring or downloading any such musical compositions to a computer hard drive or otherwise copying the composition onto any other storage medium.

(i) Nothing in this Agreement grants to Licensee, or authorizes Licensee to grant to anyone else, any right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any of the musical compositions licensed under this Agreement.

## 5. License Fees, Reports and Payments

(a) In consideration of the license granted herein, for the following periods, Licensee agrees to pay ASCAP a Base or Minimum License Fee and a Cable License Fee, if applicable, for performances of Locally Originated Programming by means of Licensee's Cable Television System.

(i) The Base License Fee and the Cable License Fee, if applicable, shall each be based on the number of fulltime students during the fall of each year of this Agreement:

Period	Minimum and Base License Fee	Cable License Fee
July 1, 2007- June 30, 2008	Greater of \$257 or 32 cents per full-time student	6.10 cents per full-time student
July 1, 2008- June 30, 2009	Greater of \$257 or 32 cents per full-time student	6.10 cents per full-time student

(ii) The Base, Minimum and Cable License Fee for the contract year commencing July 1, 2009 and each subsequent contract year of this Agreement shall be the Base, Minimum and Cable license fees for the preceding contract year, adjusted in accordance with the CPI Adjustments as defined above.

(iii) In the event that at any time during the initial term of the License the total annual fees payable by Licensee to another performance rights organization for the same performance rights as included herein ("Comparable Fees") exceed the total Base, Minimum and Cable License Fees payable by Licensee hereunder for such year, ASCAP may terminate this Agreement with thirty (30) days written notice.

(iv) Licensee shall report to ASCAP the number of full-time students during the fall of each year by November 1 of each year. Licensee shall also report at that time whether it provides Locally Originated Programming by means of a Cable Television System. License fees shall be payable **sixty (60) days after receipt of invoice** ~~by January 20 of each year of this Agreement.~~

(b) All license fees based upon the number of full-time students payable pursuant to Paragraphs 5(a) shall be computed to the nearest tenth of a cent.

(c) Licensee agrees to report to ASCAP, on forms supplied free of charge by ASCAP, simultaneously with payment of said license fees, Licensees' total full-time student enrollment.

(d) In the event Licensee shall fail to pay license fees due hereunder **sixty (60) days after receipt of invoice**, by ~~April 30 of the year in which they are due~~, Licensee agrees to pay a finance charge on the license fees due of ~~1 1/2 %~~ **1%** per month, or the maximum rate permitted by the law of the state in which Licensee is located, whichever is less, from the date such license fees became due.

(e) Licensee agrees to furnish quarterly to ASCAP copies of all programs of musical works performed by Licensee in each of its musical attractions presented during the previous quarter, which are prepared for distribution to the audience or

for the use or information of Licensee or any department thereof, and program schedules for Licensee's Cable Television System. Copies of programs of Licensee's musical attractions shall include all encores to the extent possible. Licensee shall be under no obligation to furnish such programs when they have not been otherwise prepared.

## **6. Reservation of Rights**

The parties hereto expressly reserve all rights and privileges accorded by the Copyright Act of 1976, as amended, and other applicable laws.

## **7. Breach or Default**

Upon any breach or default of the terms and conditions of this Agreement, ASCAP may terminate this Agreement by giving Licensee thirty (30) days notice in writing to cure such breach or default, and in the event such breach or default has not been cured within said thirty (30) days, this Agreement shall terminate on the expiration of such thirty (30)-day period without further notice from ASCAP. The right to terminate shall be in addition to any and all other remedies which ASCAP may have. In this event of such termination, ASCAP shall refund to Licensee any unearned license fees paid in advance.

## **8. Interference in ASCAP's Operations**

In the event of:

- (a) Any major interference with the operation of ASCAP in the state, territory, dependency, possession or political subdivision in which Licensee is located, by reason of any law of such state, territory, dependency, possession or political subdivision which is applicable to the licensing of performing rights; or
- (b) Any substantial increase in the cost to ASCAP of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision which is applicable to the licensing of performing rights

ASCAP shall have the right to terminate this Agreement forthwith by written notice, and, in the event of such termination, shall refund to Licensee any unearned license fees paid in advance. The written notice provided by ASCAP shall explain the specific reason why it is terminating the license.

## **9. Indemnity Clause**

ASCAP agrees to indemnify, save and hold harmless and to defend Licensee from and against all claims, demands and suits that may be made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in ASCAP's repertory which are written or copyrighted by members of ASCAP. Licensee agrees to give ASCAP prompt notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining thereto. ASCAP shall have full charge of the defense of any such claim, demand or suit and Licensee shall cooperate fully with ASCAP in such defense. Licensee, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action. ASCAP agrees at the request of Licensee to cooperate with and assist Licensee in the defense of any action or proceeding brought against it with respect to the performance of any musical compositions contained in the ASCAP repertory, but not copyrighted or written by members of ASCAP. This Paragraph 9 shall not apply to performances of any works that may be restricted under Paragraph 4(f) of this Agreement.

## **10. Availability of Other License Agreements**

In the event ASCAP offers any other type of license agreement to colleges or universities, Licensee may elect to enter into such other type of license agreement. Such election shall be prospective only, shall be effective at the beginning of the school year, and shall be accomplished by serving written notice on ASCAP of such election at least thirty (30) days prior to the commencement of said school year.

## 11. Notices

All notices shall be given in writing by United States certified mail sent to either party at the address stated above. Notices to ASCAP shall be made to the attention of: Director, Symphonic and Educational Licensing. Notices to Licensee shall be made to the attention of Molly Junokas (junokasm@cod.edu). Each party agrees to inform the other of any change of address.

## 12. Modification of Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. Licensee recognizes that ASCAP must license all similarly situated users on a nondiscriminatory basis. Licensee agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other colleges or universities, shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

## 13. Execution

This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original by the duly authorized representatives of ASCAP and Licensee all as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

By \_\_\_\_\_

LICENSEE

By \_\_\_\_\_

TITLE  
\_\_\_\_\_

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)

"Sharbaugh, Linda" <sharbaughl@cod.edu>

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**Check Request - ASCAP FY26 \$5044.36**

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"Sharbaugh, Linda" <sharbaughl@cod.edu>

Thu, Nov 20, 2025 at 06:33 PM UTC

CC:

BCC:

Attached for processing. Thank you!

**Linda Sharbaugh**

McAninch Arts Center, College of DuPage

sharbaughl@cod.edu | 630-942-3009

pronouns: she/her

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**1 attachment**

Check Request ASCAP FY26 5044.36 11.20.25 wdocs lsmj.pdf