

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1637026
Vendor Name: Medea Consulting GmbH
Invoice Number: 2021/018
Invoice Date: 07/19/21
PO Number:
Check Number: W608
Check Amount: \$ 4,572.54
Check Date: 08/18/2021
Department ID: 11701
Reviewer Name:
Voucher Number: V0694276
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

College of DuPage - Accounts Payable
Check Request Form
revised 1/29/2021

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 **Vendor Payment - Non-Purchase Order Procedure No. 10-65**

Date: 8/16/2021
Vendor ID: 1637026

Invoice Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
2021/018 and Contract	05	60	11701	5405001	Books and Binding Costs	
Dave Virgilio will put \$ value in for us.						

AP VERIFIED

Grand Total

\$ -

08/18/21 - BETHANY CRUSE

Check the appropriate box below and sign

☒ **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.

Payee Name: Medea Consulting Group

Payee Address: S-1010 Wien
Austria

Other
Instructions:

Please pay 3800.00 EUROS per invoice as WIRE TRANSFER

Description on Check:

Music rental fee for New Phil Halloween and NYE concerts per attached invoice #2021/018. Payment is 3800.00 in EUROS. NP22_HALLO 50% AND NP22_NYE 50%

Approvals:

Prepared By: Ellen McGowan

Signature:

Payment Due:

Board Approved Date:

APPROVED

By Ellen McGowan at 2:58 pm, Aug 17, 2021

ASAP Wire Transfer

Approved By:

Signature:

Approved By:

Signature:

Approved By Division VP:

Signature:

Date:

Date:

Date:

APPROVED

By Ellen McGowan at 2:58 pm, Aug 17, 2021

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), acctpay@cod.edu

From: Cruse, Bethany <cruseb199@cod.edu>
Sent: Wed Aug 18 08:18:54 CDT 2021
To: invoicing@cod.edu
CC:
Subject: FW: Medea Wire Transfer

From: Sekerka, Joyce <sekerkaj@cod.edu>
Sent: Wednesday, August 18, 2021 8:17 AM
To: Cruse, Bethany <cruseb199@cod.edu>
Subject: FW: Medea Wire Transfer

Good Morning Bethany,

Can you please process this dummy payment for this wire from Dave Virgilio?

Thanks,
Joyce

Joyce Sekerka
Accounts Payable Supervisor
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137-6599
630-942-2293
Email: sekerkaj@cod.edu



From: Virgilio, David <virgiliod@cod.edu>
Sent: Wednesday, August 18, 2021 8:13 AM
To: Sekerka, Joyce <sekerkaj@cod.edu>
Cc: McGowan, Ellen <mcgowan@cod.edu>
Subject: FW: Medea Wire Transfer

Good morning Joyce, the confirmation of completed wire for Medea Consulting is attached, for the total USD\$ amount of \$4,572.54.

All other supporting docs are attached, including approved check request and contract. Should be all set for processing the dummy voucher/check.

Thx!

David P. Virgilio, C.P.A.
Interim Controller / Assistant Financial Controller – Financial Affairs
College of DuPage – Glen Ellyn, IL
phone 630.942.3028 – fax 630.942.2297

Check out the Financial Affairs Team Site [Here](#)

From: McGowan, Ellen <mcgowan@cod.edu>

Sent: Tuesday, August 17, 2021 3:33 PM

To: Virgilio, David <virgilio@cod.edu>

Cc: Schoettle, Kari <schoettlek@cod.edu>; Ben Nadel <ben.nadel9@gmail.com>

Subject: Medea Wire Transfer

Dave,

Please process the attached wire transfer as soon as possible. The bank info is on the invoice after the check request. We have also attached the contract for documentation.

Please let us know when complete so we can alert Ben and the vendor.

Thank you again!!!

Ellen McGowan

Business Manager

McAninch Arts Center

College of DuPage

425 Fawell Boulevard

Glen Ellyn, IL 60137

Phone 630.942.3009

Fax 630.942.3002

[attachment: Medea Consulting Wire New Phil Check Request 08-17-21.pdf]

[attachment: Medea Consulting New Phil Halloween NYE MAC DM.EM 8.4.21.pdf]

[attachment: Medea Consulting contract FE.pdf]

[attachment: 081821 Medea Consulting.pdf]



CHAPARRALS

College of DuPage - Accounts Payable

Check Request Form

Notes:

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 Purchasing Department. Payment cannot be made to a vendor until this process has completed.
2. Complete and review this Check Request Form and confirm that all relevant supporting documentation is attached.
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 Department.

The Check Request Form will be returned to the Authorized Signer if the information is incomplete, not in compliance with College Policy, or if budget is not available.



MEDEA CONSULTING

To the
New Philharmonic at the College of DuPage
Attn. Ellen McGowan
McAninch Arts Center
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137, USA

05-60-11701-5405001
3800.00 Euros

APPROVED

By Ellen McGowan at 4:25 pm, Aug 16, 2021

Vienna, July 19, 2021

INVOICE No. 2021/018

According to the Rental Agreement for the rental of performance materials for the concerts on:

October 2nd and 3rd and December 31st, 2021 at the McAninch Arts Center, Glen Ellyn, IL

please remit as follows:

Rental of Music-Material - digital download of PDFs		EUR	3.800,00
	+ 0% USt	EUR	0,00
	Total amount	EUR	3.800,00

Payment due upon receipt of invoice. Thank you!

IBAN: AT85 1500 0005 0166 1144

BIC: OBKLAT2L

Oberbank AG, Filiale Schwarzenbergplatz 5, A-1030 Wien

In favour of Medea Consulting GmbH

The tax liability owes the recipient of services.

60 Music
NP22_HALLO
50%
NP22_NYE 50%



MEDEA CONSULTING

SCORE RENTAL AGREEMENT

between

Medea Consulting GmbH
Operring 8/8
1010 Wien, Austria
(hereinafter referred as MEDEA)

and

New Philharmonic
McAninch Arts Center, 425 Fawell Blvd. Glen Ellyn, IL 60137, USA
(hereinafter referred as LICENSEE)

Subject to the provisions of this agreement, MEDEA hereby grants to the LICENSEE the non-exclusive right to use and perform the following materials for the performances on the dates mentioned below:

Rented score (8), dates and venue performed:

October 2nd and 3rd (2 concerts total), McAninch Arts Center, Glen Ellyn, IL:
Shaiman: The Addams Family
Zimmer: Angels and Demons
Silvestri: Contact (short version)
Williams: A.I.
Silvestri: The Mummy Returns

December 31st (3 concerts total, all same day), McAninch Arts Center, Glen Ellyn, IL:
Morricone: The Mission Suite (shorter version, no chorus)
Giacchino/goldsmith/Rosenman/Eidelman: Star Trek Suite
Silvestri: Captain America March

Orchestra: New Philharmonic
Conductor: Kirk Muspratt

Rental Fee: 3.800,00 EUR

If due to the SARS-CoV-2 pandemic the concert needs to be postponed, LICENSEE will inform MEDEA and the licenses and material can be used for an alternative date within the next 3 years from the date of the invoice.

§1 Rights

1.1. LICENSEE acknowledges that performing the materials will be subject to performing rights license fees from the affiliated performing rights societies in the respective country. LICENSEE is responsible for the compensation of all performing rights license fees for the materials.

This agreement grants only the right to perform the scores and parts of the actual arrangement(s) mentioned in this rental-agreement and does not apply to the original music title, which has to be cleared separately with the appropriate collecting societies by the LICENSEE.

§2 Broadcasting, Advertising and Promotion

2.1. Any use of music owned by MEDEA in advertising or promotion for the performance(s) and/or the LICENSEE in any media (including, without limitation, on radio, television, the internet or any other digital media platform) shall require separate agreement and additional fees may be payable.

§3 Compensation

3.1. The fee shall be paid at the point in time of contract conclusion. MEDEA shall issue the invoice at the date of signature of the contract.

3.2. LICENSEE agrees to pay the Fee in EURO. The fee excludes any value added or sales type taxes which must be paid by LICENSEE to the extent if any that they may be applicable.

3.3. The fee does not include any element of technical services or hardware and operator rental for any projection equipment required to display audiovisual elements, all such costs to be paid by LICENSEE.

3.4. All payments shall be made via wire transfer to MEDEA – charges at both ends paid by LICENSEE.

3.5. The cancellation of the performance(s) – also due to Force Majeure – shall not affect the payment. The amount paid will not be refunded. The rented scores may not be used without the approval of MEDEA for any alternative or additional concerts.

§4 Marketing and Public Relations

4.1 LICENSEE hereby grants MEDEA the non-exclusive right to use, in any manner now or hereafter known, recordings of any type derived from the performance(s), for the following purposes:

- for the solicitation of future business and use in connection with such future business
- for use on the websites of MEDEA
- for marketing, advertising and promotion of future events by MEDEA
- for the creation of YouTube style short web and other promo videos relating to MEDEA's business.

§5 Deliverables

5.1. LICENSEE acknowledges that the deliverables will be sent by MEDEA to the LICENSEE only upon the receipt by MEDEA of a full-executed copy of this agreement and payment of the rental-fee.

5.2. MEDEA will deliver the scores and parts in the available orchestration and instrumentation via watermarked PDF-downloads. LICENSEE will destroy all material after the last performance. Under no circumstances LICENSEE should send or distribute the material to anyone outside the orchestra-librarian or the orchestra-organisation and their musicians.

5.3. The scores are sole property of MEDEA and may not be re-loaned, sold or distributed in any way by the LICENSEE or any third party for any purpose. The LICENSEE must not make any copies of the scores without the prior written approval of MEDEA.

§6 Credit and Copyright Notice

6.1. LICENSEE agrees that all programs and/or brochures for the program and performance(s) shall contain the names of the composer and arranger of the compositions.

§7 Indemnification

7.1. LICENSEE agrees to defend, indemnify and hold MEDEA, its parent, affiliated and subsidiary companies and employees, officers, executives and agents thereof harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and attorneys' fees) arising out of or connected with any breach or alleged breach of this agreement, any claim, demand or action by a third party which is inconsistent with any of the warranties, representations or agreements made by LICENSEE in this agreement, or which results from any use or exploitation of the program deliverables or the compositions in any manner not authorized herein and from any material introduced to the program or performances which is not licensed from MEDEA hereunder (whether or not such material has been approved by MEDEA for inclusion in the program). LICENSEE agrees to reimburse the applicable Indemnified on demand for any such damages, liabilities, costs, losses or expenses to which the foregoing indemnity applies.

MEDEA shall notify LICENSEE of any such claim, demand or action promptly after MEDEA has been formally advised thereof, and LICENSEE shall not settle any such claim, demand or action without the prior written consent of MEDEA.

§8 Miscellaneous

8.1. This agreement shall be deemed confidential and LICENSEE agrees not to publicize or circulate information regarding the terms and conditions of this agreement to any third parties, with the exception of attorneys, accountants, or other professional representatives of LICENSEE.

8.2. Under no circumstances will MEDEA be liable to LICENSEE or any other producer of the performance(s), any sponsor or media partner and any of their employees, agents or customers for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this agreement, whether or not any of MEDEA has been advised of the possibility of such damages. Without limiting the generality of the foregoing, MEDEA's aggregate liability to LICENSEE arising with respect to this agreement will not exceed the total net Fee actually received by MEDEA from LICENSEE under this agreement.

8.3. This agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. No modification, amendment or waiver of this agreement or any provision hereof shall be binding unless confirmed by a written instrument signed by both parties hereto. Former oral and/or written statements have lost their validity and shall not be taken into consideration for the interpretation of this agreement.

8.4. Should one or more clauses reached in this contract be legally invalid, the validity of the other clauses remains otherwise inviolate.

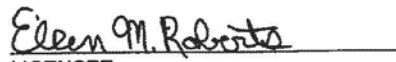
8.5. In case of legal dispute arising from this agreement, the parties agree in the exclusive competence of the Court of Vienna, which can apply only the rules of the Austrian law.

Vienna, July 19, 2021

Accepted and agreed to by:



MEDEA
(Erich Hofmann)



LICENSEE

College of DuPage
8.5.2021

CONTRACT APPROVAL ROUTING FORM

Contract Name	Medea Consulting - New Phil Halloween and NYE	Date Initiated	7/27/21
Requester Name	Diana Martinez/Ellen McGowan	Requester Phone	3007/3009
Requester Email Address	martinez59@cod.edu/mcgowan@cod.edu	Requesting Department	MAC/Performing Arts
Vendor Company Name	Medea Consulting	Vendor Contact Phone	43 699 11 09 09 08
Vendor Contact Name	Erich Hofmann	Vendor Contact Email Address	eho@me.com
Total Contact Value	\$ 4500.00	Contract Start Date	upon purchase
FY Budget	\$4500.00	Contract End Date	12/31/21
Vendor 1 Name		Quote	\$
Vendor 2 Name		Quote	\$
Vendor 3 Name		Quote	\$
Contract Purpose	Rental Music for New Philharmonic concerts - October 2 & 3 (Halloween music) and December 31 (NYE music). Music is needed now in order for Kirk Muspratt to prepare for musicians and rehearsals.		

Contract Type: ☐ Independent Contractor ☐ Service Agreement ☐ Lease
☐ Construction ☒ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract?

☐ Yes ☒ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (See page 2) ☒ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Sign & Date

Requester: Ellen McGowan
 Budget Manager: Ellen McGowan
 Dept. Administrator: Diana Martinez

Ellen McGowan Digitally signed by Ellen McGowan
Date: 2021.07.30 10:58:41 -05'00'
 Ellen McGowan Digitally signed by Ellen McGowan
Date: 2021.07.30 10:59:17 -05'00'
 Diana Martinez Digitally signed by Diana Martinez
Date: 2021.08.02 15:22:58 -05'00'

Submit with contract to contracts@cod.edu when completed

Contract Reviewer Comments

Comments:

REVIEWED

By Lisa Erl at 5:37 pm, Aug 04, 2021

CONTRACT REVIEW AND APPROVAL COVER SHEET FORM

INSTRUCTIONS

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administrative Affairs. This form must be completed in full and submitted with all contracts that require a signature at least three (3) weeks prior to the contract start date.

Submit the contract, along with this form and all required support documents as outlined below, to contracts@cod.edu where all documentation will be reviewed, and, if appropriate, will be forwarded to the Vice President, Administrative Affairs for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation (Select only one):

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
 - ☐ 2. Contract value between \$5,000 and \$14,999: Minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or attached.
 - ☐ 3. Contract value between \$15,000 and \$24,999: Minimum of three (3) written quotes must be attached.
 - ☐ 4. Contract value of \$25,000 or greater: Bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
 - ☐ 5. Contract submitted as exemption from quote/bid/RFP (i.e. sole source, professional services): Signed Exemption from quote/bid/RFP Approval Request form and letter from the vendor confirming they are the only source of the product/service (where applicable).
- *If vendor will be providing a service on campus, a Certificate of Liability Insurance listing the College as an additional insured and the certificate holder, accompanied by an endorsement page, is required. For additional information contact Risk Management.*
- *If computer equipment and/or software is being procured, a completed Computer Equipment/Software form (IT Review Form) must be included.*

Upon signature by the Vice President, Administrative Affairs, the original contract will be returned to the requester and a copy will be sent to the Procurement Department at purchasingforms@cod.edu for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s) and forward a copy of the fully executed contract to Procurement at purchasingforms@cod.edu for inclusion in the College's contract database.

This approval form, and supporting documents, must be submitted at least three (3) weeks prior to the contract start date.

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.



MEDEA CONSULTING

SCORE RENTAL AGREEMENT

between

Medea Consulting GmbH
Operrring 8/8
1010 Wien, Austria
(hereinafter referred as MEDEA)

and

New Philharmonic
McAninch Arts Center, 425 Fawell Blvd. Glen Ellyn, IL 60137, USA
(hereinafter referred as LICENSEE)

Subject to the provisions of this agreement, MEDEA hereby grants to the LICENSEE the non-exclusive right to use and perform the following materials for the performances on the dates mentioned below:

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Orchestra: New Philharmonic
Conductor: Kirk Muspratt

Rental Fee: 3.800,00 EUR

If due to the SARS-CoV-2 pandemic the concert needs to be postponed, LICENSEE will inform MEDEA and the licenses and material can be used for an alternative date within the next 3 years from the date of the invoice.

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5.3. The scores are sole property of MEDEA and may not be re-loaned, sold or distributed in any way by the LICENSEE or any third party for any purpose. The LICENSEE must not make any copies of the scores without the prior written approval of MEDEA.

§6 Credit and Copyright Notice

6.1. LICENSEE agrees that all programs and/or brochures for the program and performance(s) shall contain the names of the composer and arranger of the compositions.

§7 Indemnification

7.1. LICENSEE agrees to defend, indemnify and hold MEDEA, its parent, affiliated and subsidiary companies and employees, officers, executives and agents thereof harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and attorneys' fees) arising out of or connected with any breach or alleged breach of this agreement, any claim, demand or action by a third party which is inconsistent with any of the warranties, representations or agreements made by LICENSEE in this agreement, or which results from any use or exploitation of the program deliverables or the compositions in any manner not authorized herein and from any material introduced to the program or performances which is not licensed from MEDEA hereunder (whether or not such material has been approved by MEDEA for inclusion in the program). LICENSEE agrees to reimburse the applicable Indemnified on demand for any such damages, liabilities, costs, losses or expenses to which the foregoing indemnity applies.

MEDEA shall notify LICENSEE of any such claim, demand or action promptly after MEDEA has been formally advised thereof, and LICENSEE shall not settle any such claim, demand or action without the prior written consent of MEDEA.

§8 Miscellaneous

8.1. This agreement shall be deemed confidential and LICENSEE agrees not to publicize or circulate information regarding the terms and conditions of this agreement to any third parties, with the exception of attorneys, accountants, or other professional representatives of LICENSEE.

8.2. Under no circumstances will MEDEA be liable to LICENSEE or any other producer of the performance(s), any sponsor or media partner and any of their employees, agents or customers for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this agreement, whether or not any of MEDEA has been advised of the possibility of such damages. Without limiting the generality of the foregoing, MEDEA's aggregate liability to LICENSEE arising with respect to this agreement will not exceed the total net Fee actually received by MEDEA from LICENSEE under this agreement.

8.3. This agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. No modification, amendment or waiver of this agreement or any provision hereof shall be binding unless confirmed by a written instrument signed by both parties hereto. Former oral and/or written statements have lost their validity and shall not be taken into consideration for the interpretation of this agreement.

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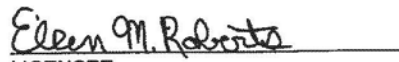
8.5. In case of legal dispute arising from this agreement, the parties agree in the exclusive competence of the Court of Vienna, which can apply only the rules of the Austrian law.

Vienna, July 19, 2021

Accepted and agreed to by:



MEDEA
(Erich Hofmann)



LICENSEE

College of DuPage
8.5.2021

Transaction Information

Account Number/Name	Branch Location/Bank Name/Bank ID	
938613791/COD CONCENTRATION	JPMorgan Chase Bank, N.A. (IL)/JPMORGAN CHASE BANK, N.A./071000013	
Method	Payment Amount	Value Date
Wire	EUR 3,800.00	08/18/2021
Bank to Bank Transfer	Beneficiary Bank Country	
No	AUSTRIA - AT	
		Default Debit Amount
		USD 4,572.54
		Rate
		1 EUR = 1.2033 USD

Routing/Reference Information

Beneficiary

IBAN
AT851500000501661144
Medea Consulting
AUSTRIA - AT

Beneficiary Bank

Swift ID
OBKLAT2L
OBERBANK AG
SALZBURG
LINZ A D DONAU
AUSTRIA - AT
Last Validation: 08/17/2021 03:57 PM

Transaction Details

McAninch Arts Center

College of DuPage

Glen Ellyn, IL USA

Invoice 2021/018

Bank To Bank

Charges
Shared

Date Created	Transaction ID	Bank Reference	Settlement Reference
08/17/2021 03:57 PM CDT	89787434	1230CMZ001250000	JPM Ref: 3468801230RE