

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is made as of the 3rd day of October, 2025, by and between **CLEVELAND STATE UNIVERSITY**, a public institution of higher education and instrumentality of the State of Ohio (“**Licensee**” or “**CSU**”), and **IDEASTREAM, d/b/a IDEASTREAM PUBLIC MEDIA (“Ideastream”)** (Licensee and Ideastream sometimes referred to herein, individually, as a “**Party**” or, collectively, as the “**Parties**”).

Background

- A. Licensee is the owner and licensee of FM Broadcast Station WCSB, Cleveland, Ohio, operating on frequency 89.3, FCC Facility ID No. 65553 (the “**Station**”);
- B. The Parties have entered into that certain Program Service and Operating Agreement (“**PSOA**”) dated as of the same day as this MOU for Licensee to secure the operation and programming services of Ideastream for the Station’s operations as more fully set forth in the PSOA.
- C. The purpose of this MOU is to set forth those understandings of the Parties that are outside of the scope of the PSOA.

NOW, THEREFORE, the Parties set forth their mutual understandings as follows:

- 1. **Background.** The Background is hereby incorporated by reference.
- 2. **Definitions.** All capitalized words not otherwise defined or modified in this MOU shall have the meanings defined in the PSOA.
- 3. **Term.** The term of this MOU shall run concurrently with the Term of the PSOA (“**Term**”).
- 4. **Cooperation.** Parties recognize that it is not possible at this time to identify with precision all issues that are likely to arise during the transition from Licensee programming and day to day operation of the Station, to Ideastream, and that, consequently, both Parties will need to work cooperatively and in good faith to address and resolve such issues, and amend this MOU as need be, in a cooperative spirit having in mind the objectives of the PSOA, this MOU, and compliance with FCC rules and policies.
- 5. **Ideastream’s Operation of the Station and Other Agreements of the Parties.**
 - a. **General Provisions.**
 - i. The Parties agree and acknowledge that the Term of the PSOA will commence immediately upon the full approval of this MOU and the PSOA by each of the Parties’ governing

boards, anticipated to occur on October 3, 2025. At approximately 11 am on October 3, 2025, Ideastream will commence providing Services and Programming for the Station as provided for in the PSOA and herein. The scope of the Services includes all day-to-day Station operations and activities that are necessary or desirable for the day-to-day operation and programming of the Station and that can be transitioned to Ideastream under applicable legal requirements and subject CSU's ultimate authority, power, and control, and to the restrictions set forth in the PSOA. The Parties acknowledge that the implementation of the payments in support of Licensee's expenses in providing the Services ("Reimbursement Payments") and the management of receipt of Revenues by Ideastream set forth in this MOU will require coordination among the Parties and that the Parties agree to work together to ensure an appropriate process and related documentation is put into place as soon as reasonably practicable.

- ii. The Parties will exercise best efforts to complete the transition of operation of the Station no later than October 3, 2025. As described in Subsection (i), above, Ideastream will begin providing the Services and Programming the Station, immediately as of the Effective Date, but no later than twenty-four hours after the Effective Date which timeframe may be extended upon the mutual written agreement of the Parties.
- iii. Nothing in this MOU will be deemed to be in conflict with (i) the obligations described in Section 3 of the PSOA and (ii) the obligations regarding payment of revenues and expenses described in Section 6 of this MOU.

b. Programming and Services.

- i. The Parties agree that Programming and local content services provided by Ideastream for the Station will reflect the regional diversity of Northeast Ohio. The Parties will make every effort to take into consideration all relevant criteria regarding audience and members when making programming and local content service decisions.
- ii. It is the intent of both Parties that Ideastream will provide the Programming under Licensee's ultimate authority, using Ideastream's proprietary JazzNEO, Northeast Ohio's noncommercial jazz station format. Immediately, once the

Term of the PSOA has begun, Ideastream will change the current music format heard on the Station to Ideastream's JazzNEO format.

- iii. Except as provided herein and in the PSOA, Licensee will take no action that would adversely affect Ideastream's ability to program the Station with its JazzNEO format. Further, Licensee acknowledges that Ideastream's news reporting and editorial functions exist independent of its operation of the Station pursuant to the PSOA and this MOU, and CSU acknowledges that it has no authority to take any actions intended to alter or limit Ideastream's news reporting and/or editorial control. Decisions regarding day-to-day programming and local content services will be focused on growing new audiences on broadcast, digital, and social media platforms.
- iv. On the Effective Date of the PSOA, Ideastream will assume day to day operation of the Station's digital platforms and products, including but not limited to the Station's website, live streams, mobile applications, on-demand platforms, social media accounts, e-newsletters, and audience performance measurement data systems.
- v. During the Term of the PSOA, the WCSB.org URL shall be redirected to Ideastream's website, which shall transition to include a WCSB presence. Following such transition and thereafter, the positioning statement "*WCSB is a public media service licensed to Cleveland State University and programmed by Ideastream Public Media*" will appear on the "homepage" or equivalent of the WCSB web presence.

c. Constituent Communications.

- i. The Parties agree that communication to constituents will reflect the shared goal to emphasize and demonstrate the collective value to the community of a full-time jazz music station in Northeast Ohio.
- ii. Prior to the Effective Date of the PSOA, the Parties will develop a joint communication plan for informing various stakeholders about the PSOA. Messaging will be tailored to specific stakeholder groups, such as members, audiences, funders, and other external stakeholders including external media. For clarity, neither Party may communicate to any external audiences or internal audiences, other than those

involved with the negotiation of this MOU and the PSOA, the Station without the express written consent of the other Party, prior to the initial public announcement of the PSOA.

- iii. Prior to or immediately following the Effective Date of the PSOA, the Parties will coordinate communication to Station volunteers and paid student employees and Ideastream staff, and jointly develop an internal list of FAQs to help all parties align around the shared goals of the PSOA.
- iv. Communication with all constituents, internal and external, will align reasonably and in good faith with the principles expressed in this MOU and the PSOA.

d. Facilities and Technology.

- i. On the Effective Date of the PSOA, Ideastream will commence its Services and Programming via “flash cut”, meaning at the agreed upon date and time the Station’s signal will stop originating from the WCSB Broadcast Operation Center (“**BOC**”) located in the Cole Center at 3100 Chester Avenue, Cleveland, OH, and Ideastream will immediately transfer origination of the Station’s programming to Ideastream’s broadcast studio located at the Idea Center, 1375 Euclid Avenue, Cleveland, OH (“**Idea Center**”). After the Effective Date of the PSOA, Ideastream will not utilize the BOC for operation of the Station. Ideastream does not take responsibility for the maintenance of the BOC, although it may at its sole discretion move certain transmission equipment currently located at the BOC to the Idea Center for use in operating the Station. All Licensee-owned equipment utilized by Ideastream is subject Licensee’s inventory and property management/disposal policies. Accordingly, all Licensee-owned equipment utilized by Ideastream must be inventoried and tracked by Licensee for disposition. Licensee covenants and agrees that during the term of the PSOA, the Station will be its sole radio station.
- ii. After transferring the operation of the Station from CSU to Ideastream, the responsibility to maintain and upgrade the Station’s technology and non-transmission facilities will be made by the appropriate Ideastream employees, in accordance with the principles of this MOU and the PSOA.
- iii. Prior to the Effective Date of the PSOA and for a period of three months thereafter, and for such longer period of time

that may be agreed to by the Parties, Licensee shall provide Ideastream access to Licensee's data and any software/web-based applications necessary for Ideastream's Services with regard to the Station. Following execution of this MOU the Parties shall identify the Ideastream employees requiring access to Licensee's data/applications and the applications to which they will need access. Use of such data and applications will be subject to the terms of use set forth in Addendum "A."

6. **Reimbursement Payments.**

- a. Pursuant to the PSOA, Ideastream shall reimburse Licensee for ordinary and necessary operating expenses related to the transmission of the Station's broadcast signals paid directly by Licensee in compliance with Section 6.1 of the PSOA. Operating expenses paid directly by Licensee shall include utilities, license fees, direct and documented non-personnel administrative costs, insurance, and such other reimbursable expenses related to operating expenses related to the Station as agreed to by the Parties (collectively, the "Reimbursements Payment").
- b. Ideastream shall make the Reimbursements Payment to Licensee no later than fifteen business days following the receipt of a detailed accounting of such reimbursable expenses from Licensee. Ideastream may, at any time, submit a written request for detailed information, including copies of actual invoices, which support the detailed accounting and Licensee will have fifteen business days to provide such information to Ideastream; if, in Ideastream's reasonable discretion, the provided information differs or is insufficient, Ideastream may adjust the amount of the next Reimbursements Payment by the amount of such discrepancy. In the event that, for any given month, this PSOA is in effect for less than a full month, the Reimbursements Payment shall be prorated such that Licensee shall be reimbursed for that portion of the month during which the PSOA is in effect.
- c. Ideastream also agrees to provide Licensee with the following support:
 - i. **Board Seat.** The President of CSU shall have a seat on Ideastream's Board of Trustees during the Term. This ex officio position will have the same rights and duties as other Ideastream Trustees (including the right to vote on matters on which Trustees may vote), and no one other than the

President of CSU shall attend Trustee meetings or events and perform Trustee duties on behalf of the President.

- ii. **Capital Investment.** Upon consultation with and under the direction of Licensee, Ideastream will invest in such capital equipment as it deems necessary to maintain or upgrade the Station's broadcast infrastructure and grow the reach of the Station's broadcast signal throughout Northeast Ohio, provided that Licensee shall acquire any capital equipment for net book value from Ideastream necessary to continue the Station's broadcast operations after the termination of this MOU.
 - iii. **Learning Opportunities & Talent Development.** Over the term of the PSOA, Ideastream will prioritize paid and for-credit internships, classroom-level projects and other opportunities for students enrolled at Licensee's School of Communication and other colleges within CSU, Ideastream will work cooperatively with Licensee to provide student internships and classroom-level special projects in journalism, television, and radio production, marketing and graphic design.
 - iv. **Licensee Recognition and Underwriting Announcements.** Ideastream will provide Licensee with recognition and underwriting announcements to be distributed across Ideastream's services as contemplated in Section 8 (Licensee Recognition and Underwriting) of this MOU.
- d. **Revenues.** Licensee shall permit Ideastream to retain revenues generated by its programming of the Station provided such revenues are used for the benefit of the Station and in full accord with Section 73.503 of the FCC's rules, as set forth more fully below:
- i. Revenue generated by the Station up to the close of business on the day before the Effective Date will be for the account of Licensee, and thereafter for the benefit of the Station. For avoidance of doubt, Ideastream shall be responsible for obtaining underwriters, grants, gifts and member contributions to support the operation of the Station and to cover all ongoing programming, management and operational costs; provided, however, that nothing contained in this MOU is intended to alter or limit CSU's ability to solicit and receive financial support for its ongoing operation as a University from those CSU donors, alumni and other

parties who have previously contributed to CSU's ongoing operation as a University and to otherwise conduct its development operations in the ordinary course of business. However, Licensee shall not solicit donations for JazzNEO programming and services or any services that compete for listeners or financial support with JazzNEO. Licensee agrees to cooperate reasonably and in good faith with Ideastream in applying for grants, awards, contributions, donations, bequests, devises, legacies or other property or monies, regardless of nomenclature, for the use or benefit of the Station.

e. Licensee also agrees to provide Ideastream with the following support:

- i.** Contribution revenue generated by Licensee during the term of the PSOA, and designated by the donor for the Station, including realized planned gifts, bequests, spending from designated endowment funds, or other similar property or monies, regardless of nomenclature, shall be used for the benefit of the Station and consistent with donor intent. Accordingly, Ideastream will honor the provisions of Licensee's current endowment agreements, including website mentions required by the terms of such agreements. At least 10 days prior to the Effective Date of the PSOA, Licensee shall provide Ideastream with a detailed written description of any and all planned gifts, bequests, designated endowments, funds, or other similar property or money used for the benefit of the Station that currently exist or that CSU has been informed of by the donors thereof.
- ii.** Licensee shall exercise commercially reasonable good faith efforts to consider Ideastream's request that Licensee negotiate an amendment to Ideastream's existing WVIZ Digital Replacement Transmitter Lease with Licensee to permit Ideastream's use of such space at no charge in further consideration of Ideastream entering into the PSOA with Licensee.
- iii.** Licensee covenants and agrees to maintain its existing Sound Exchange, ASCAP, GMR, and SEASC licenses listed on Schedule 6(e) until such time as Ideastream gives Licensee written notice that Ideastream has secured licensure for the Station that is consistent with the licensure that Ideastream maintains for its other broadcast music stations.

- f. Upon termination of the PSOA, all unspent grants, gifts and member contributions or other similar property or monies, regardless of nomenclature, acquired by Ideastream during the Term and designated solely for support of the Station and not for the support of Ideastream or JazzNEO shall be transferred to Licensee for Licensee's programming, management and operation of the Station following termination.
- g. At all times during the term of the PSOA, Ideastream shall retain the sole ownership of and all rights to its "JazzNEO, Northeast Ohio's noncommercial jazz station" format. Following the termination of the PSOA, Ideastream shall continue its ownership of its "JazzNEO, Northeast Ohio's noncommercial jazz station" format in its sole discretion, either for a single radio station or otherwise.
- h. If the PSOA is terminated by CSU without cause or as a result of CSU's breach of its obligations under this MOU or the PSOA, CSU acknowledges and agrees that Ideastream will be unable to recoup the value of its funding of the Station, which Ideastream has amortized over the full Term of the PSOA and CSU will benefit from Ideastream's investments in the Station. Accordingly, CSU covenants and agrees that following a termination of the PSOA as provided for in this Subsection, CSU will pay Ideastream the full amount of Ideastream's unamortized funding of the Station within 30 days after Ideastream's demand therefor.

7. **Employees.** Licensee represents that the Station is currently primarily operated by a student organization and does not have any dedicated employees assigned to operation of the Station on a full-time basis. The Parties acknowledge and agree that no Licensee employees will be transferred to employment with Ideastream.

8. **Licensee Recognition and Underwriting.** During the Term of the PSOA, Ideastream agrees to provide Licensee with the following recognition and underwriting announcements:

- a. **Licensee Underwriting:** Underwriting announcements over Ideastream's services:

During the Term of the PSOA, CSU will have annual access to a total of up to approximately 1,000 underwriting announcements to air Run of Schedule (Monday-Sunday 6am – 12am), based on inventory availability, and apportioned as follows:

400 Announcements to air on WCSB
400 Announcements to air on WCLV
200 Announcements to air on WVIZ

These announcements are to be utilized as consistently as possible throughout each 52 weeks, with approximately 83 announcements airing across the services each month.

Ideastream will provide production services for announcements airing on WCSB and WCLV at no charge. CSU will provide fully produced underwriting announcements for WVIZ, per the station's technical specifications. Should CSU require Ideastream production services for announcements airing on WVIZ, costs will be borne by CSU. Underwriting announcements on Ideastream broadcast platforms will not apply to sponsorship opportunities such as sponsorship of the City Club Forum broadcasts.

- b. Joint Strategic Promotion:** Promotional announcements over Ideastream's services recognizing Ideastream and Licensee's joint, strategic collaborations.

During the term of the PSOA, up to approximately 1,000 joint promotional messages may air Run of Schedule (Monday-Sunday 6am – 12am), based on available inventory, and apportioned as follows:

450 Announcements to air on WCSB
450 Announcements to air on WCLV
100 Announcements to air on WVIZ

Examples of joint strategic promotion may be work generated by CSU's Film School, with direction/assistance from Ideastream staff, or an appearance on Ideastream's broadcast, digital or social media platforms by CSU music students and faculty. Ideastream will provide production services for joint strategic promotional announcements.

9. Interpretation; Order of Precedence. In the event of a conflict or inconsistency between the terms of this MOU and the terms of the PSOA, the terms of the PSOA shall control. However, consistent with Section 13 below, the Parties agree that with respect to those terms contained herein that are not provided for in the PSOA, this MOU is the Parties' final and complete understanding and agreement concerning such terms.

10. Notices. All notices and statements to be given shall be given or made at the respective addresses of the Parties as set forth below, unless notification of a change or address is given in writing, and the date of mailing shall be deemed the date the notice or statement is given:

Licensee:
Cleveland State University
Division of Student Belonging and Success
2121 Euclid Avenue
Student Center 319
Cleveland, OH 44115
Attn: VP, Student Belonging and Success
Studentbelonging@csuohio.edu

With copy to:
Cleveland State University
Office of General Counsel
2300 Parker Hannifin Admin. Center
Cleveland, OH 44115
Attn: Vice President of Legal Affairs,
Compliance, General Counsel and Board
Secretary
legal@csuohio.edu

Ideastream:
Kevin E. Martin, CEO
1375 Euclid Avenue
Cleveland, OH 44115

With copy to:
James Simon, Esq.
Amer Cunningham Co., LPA
One Cascade Plaza, Suite 1510
Akron, OH 44308

11. Assignment. Neither Party will assign or delegate its responsibilities under this MOU without the other Party's prior written consent.

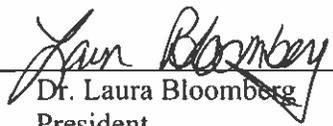
12. Counterparts. This MOU may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single document. A Party's execution of this MOU, or any other document relating to this MOU, may be evidenced by email transmission.

13. Miscellaneous. This MOU shall be governed and construed in accordance with the laws of the State of Ohio without regard to conflict of laws principles. This MOU and the PSOA constitute the sole and only agreements of the Parties with regard to these subject matters and supersede any prior understandings or written or oral agreements between the Parties respecting the within subject matter. No amendment or modification or alteration of the terms of this MOU shall be binding unless in writing and executed by the Parties. Notwithstanding anything to the contrary contained in this MOU, nothing herein shall be construed to infer or imply that either Party is a partner, joint venturer, agent, employee, or otherwise acting by or at the direction of the other Party. Nothing in this MOU is intended to confer a third-party beneficiary right upon any person or entity.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first above written.

CLEVELAND STATE UNIVERSITY

IDEASTREAM

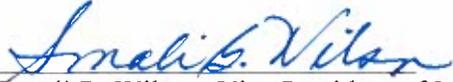
By: 
Dr. Laura Bloomberg
President

By: 
Kevin E. Martin
President and CEO

Date:

Date: 10/03/2025

APPROVED AS TO FORM AND LAW:



Sonali B. Wilson, Vice President of Legal
Affairs, Compliance, General Counsel and
Board Secretary, Cleveland State
University

10/03/2025
Date

ADDENDUM "A"

Data Security Addendum. Ideastream shall only share and access data that is necessary for performance of its services under the MOU, including but not limited to student records, financial information and operational data or otherwise permit access as permitted by law and in accordance with the applicable requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the EU General Data Protection Regulation (GDPR), as well as the individual data privacy laws and standards of certain other regulating bodies, states and/or countries as they may apply.

Any Ideastream employee or third party contracted by Ideastream that requires access to CSU systems, data or facilities agrees to become an affiliate of the University.

As may be applicable, the University appoints Ideastream and third party(ies) assisting Ideastream in performing the services, as reasonably determined by Ideastream, as a "school official" as that term is used in FERPA and as interpreted by the Family Policy Compliance Office, and determines that Ideastream, and such third party(ies), as appropriate, has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this MOU and the PSOA.

Ideastream shall adhere to NIST or NIST aligned cybersecurity framework and limit access to the other party's data to the receiving party's employees, agents and subcontractors who have a need to access the data to fulfill their obligations under this MOU and the PSOA. All information shall be maintained in accordance with reasonable commercial administrative, physical and technical standards and Ideastream remains responsible for its own compliance obligations. If Ideastream experiences or otherwise becomes aware of a security breach of Licensee's electronic information systems, or any form of unauthorized disclosure of personally identifiable information and/or data, Ideastream will immediately notify Licensee (not more than 72 hours from the discovery of the breach) and take immediate steps to limit and mitigate such security breach to the extent possible. All data and media sanitization efforts shall meet the requirements as set forth in NIST.SP.800-88 Rev 1 Guidelines for Media Sanitization. In the event that the exchange of data involves individuals residing within the European Union and subject to GDPR, the parties agree to execute the appropriate agreement as may be required.

Ideastream shall ensure that they dispose of any and all data or information in a manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).