

**AGREEMENT PROVIDING FOR COOPERATIVE PROCUMENT RELATED TO
UETN’s Classroom Connectivity Infrastructure Program**

This agreement (“**Agreement**”) is by and between [REDACTED] (Participating Party), and the University of Utah, for and on behalf of the Utah Education and Telehealth Network (Lead Party), a body politic and corporate of the State of Utah (hereafter referred to collectively as the “**Parties**”).

RECITALS

WHEREAS, Utah Code § 63G-6a-2105 allows for cooperative procurements; and

WHEREAS, in order to participate in a cooperative procurement, the Parties must enter into an agreement describing the rights and duties of the Parties in relation to any resulting cooperative procurement contracts; and

WHEREAS, the Parties have an interest in obtaining Classroom Connectivity and Infrastructure Products and Services;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Purpose: This Agreement is intended to:
 - i. Provide for the Parties’ participation in cooperative procurement of certain connectivity infrastructure services and equipment, in furtherance of the goals of UETN’s Classroom Connectivity Infrastructure Program (the Procurement Objective); and
 - ii. Describe the rights and duties of the Parties with respect to the cooperative procurement.
2. Consideration: The consideration for this Agreement consists of the mutual benefits and exchanges of promises provided herein.
3. Termination: Each party may terminate their participation in this Agreement by providing written notice of their intention to withdraw from this Agreement, provided that the right of the Participating Party to terminate any agreement between such Participating Party and the service provider providing services under the Solicitation shall be established between such Participating Party and such Service Provider.
4. Rights and Duties:
 - i. The Lead Party shall take the primary role in conducting the cooperative procurement;

- ii. The Lead Party be primarily responsible for preparing a solicitation for the Procurement Objective (the “**Solicitation**”). This Solicitation shall comply with all requirements of the Utah Procurement Code and will:
 1. Clearly indicate that the procurement at issue is a cooperative procurement; and
 2. Identify that the Lead Party and the Participating Parties may purchase goods or services under the resulting contract; and
 3. Indicate that the Parties identified in the Solicitation are not obligated to purchase any goods or services under the resulting contract.
 - iii. In order to obtain goods or services under the contract resulting from a particular cooperative procurement, a Participating Party involved in such cooperative procurement must sign a participating addendum. The participating addendum shall describe such Participating Party’s rights and obligations in relation to the resulting contract, including the terms and conditions of the procurement between such Participating Party and the service provider. A Participating Party is not required to purchase goods or services under any contract resulting from a cooperative procurement. Any Participating Party who declines to purchase goods or services is not required to sign a participating addendum.
7. Entire Agreement; Amendment. This Agreement constitutes the entire agreement by and between the Parties with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by any of the Parties. Any amendment to this Agreement shall be in writing, signed by all Parties. The Parties agree that facsimile signature or signatures sent electronically shall be as effective as if originals.
8. Governmental Immunity. All Parties are governmental entities. There are no indemnity obligations between the Parties. No Party waives any defenses or limits of liability available under sovereign immunity and related governmental immunity laws (collectively, “**Sovereign Immunity Laws**”) or other applicable law. Subject to and to the extent consistent with applicable Sovereign Immunity Laws, each Party shall be responsible for its own acts or omissions, and those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement. No Party shall have any liability whatsoever for any act or omission of any other Party, its employees, officers, or agents. All Parties maintain all privileges, immunities, and other rights granted by Sovereign Immunity Laws and all other applicable law.
9. Notices. Any notice, demand, request or other communication under this Agreement shall be in writing and given to the other Parties at the addresses each Party shall designate in writing. Notices shall be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery.
10. Severability: In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and

shall in no way affect any other condition or covenant herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed invalid to the extent of the scope or breadth permitted by law.

- 11. Applicable Law: The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by an authorized officer of their respective entities.

The University of Utah

The Participating Party

DocuSigned by:
By: Stephen Hess
53A11BE262BF428...
(Authorized Signature)

By: _____
(Authorized Signature)

Name: Stephen Hess

Name: _____

Title: University of Utah CIO

Title: _____

Signature Date: 5/3/2017

Signature Date: _____

Notice Address: 101 Wasatch Drive
Salt Lake City, UT 84112

Notice Address:

DocuSigned by:
By: Ray J. Timothy
88A319DAA69940F...
(Authorized Signature)

Name: Ray J. Timothy

Title: UETN Executive Director

Signature Date: 5/3/2017

Notice Address: 101 Wasatch Drive
Salt Lake City, UT 84112