

NM # _____

Network Access Service Agreement

This Network Access Service Agreement (“Agreement”) is made by and between the State of Connecticut (“State”), acting herein by the **Department of Administrative Services** (“DAS”) and its **Commission for Educational Technology** (the “Commission”), pursuant to Conn. Gen. Stat. Section 4d-80(c)(9), as amended, 55 Farmington Avenue, Hartford, CT 06105, and _____, having offices located _____ (the “Participant”).

WHEREAS, the DAS has been charged with implementing certain aspects of the statewide, fiber-optic infrastructure that improves upon and expands the availability of high-speed networking in the State, commonly referred to as the Nutmeg Network; and

WHEREAS, pursuant to Conn. Gen. Stat. Section 4d-80, as amended, the Commission is charged with maintaining the Connecticut Education Network (the “CEN”) and providing access to the Network to participants on a cost-recovery basis; and

WHEREAS, CEN is part of the Nutmeg Network (generally referred to in this Agreement as the “Network”); and

WHEREAS, the Participant has chosen to join the “Network Services Program” offered through the Commission for the purpose of accessing and using the Network.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

DEFINITIONS

1. **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum, in connection with this Agreement.
2. **Participant Parties:** A Participant’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Participant is in privity of oral or written contract and the Participant intends for such other person or entity to perform under the Agreement in any capacity.
3. **Records:** All working papers and such other information and materials as may have been accumulated by the Participant in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

COST RECOVERY AND FUNDING SUPPORT

1. The Participant shall be entitled to use up to the annual committed bandwidth amount set forth in Appendix B, attached hereto and made a part hereof, for combined Internet1 and Internet2 access. The Participant shall pay for the total bandwidth and port fee at the monthly rates set forth in Appendix B. The monthly rates will be fixed for the period of July 1st to June 30th (referred to as the “fiscal year”).
2. DAS, through the Network, may monitor the Participant’s utilization of Network bandwidth. DAS, through the Network, shall have the right to limit Participant’s utilization of the Network bandwidth if the Participant’s usage exceeds the 95th percentile of the committed bandwidth on a monthly basis through the Network. Continued bandwidth usage above the Participant’s subscribed amount for 60 days within a 90 day period will, at the Commission discretion, result in a charge for the increased amount and/or an update to Appendix B.
3. The Participant shall pay the monthly rates for the bandwidth committed in Appendix B on a quarterly basis billed in arrears. Participant will be charged the monthly rate upon circuit activation and testing by DAS and will be pro-rated within the starting quarter. Payment shall be due within 45 days of the date of the invoice.
4. The Participant may request an increase of its annual committed bandwidth at any time in writing to DAS, to the attention of CEN/Nutmeg Network Program Office, 55 Farmington Avenue, Hartford, CT 06105 or cen@ct.gov. Increases to annual committed bandwidth allocation and cost adjustments will become effective and commence upon a written update to Appendix B setting forth the increase.
5. The annual committed bandwidth and monthly rates for each Participant may not be reduced during a then in effect fiscal year. If a Participant wants to decrease its annual committed bandwidth for the following fiscal year (July 1 – June 30), Participant must submit its written request to the CEN/Nutmeg Network Program Office, 55 Farmington Avenue, Hartford, CT 06105 or cen@ct.gov prior to June 1st of the then current fiscal year. Requested decreases will take effect at the start of the following fiscal year. If the CEN/Nutmeg Network Program Office does not receive a Participant’s requested decrease by June 1st, the Participant’s committed bandwidth and costs will remain the same as the previous fiscal year.
6. This entire Agreement is subject to the Network’s adherence to the guidelines for participation in the Internet2 program established by the University Corporation for Advanced Internet Development (UCAID). The DAS will continue to inform the Participants in this program of any changes in benefits or requirements of the Internet2 program.
7. DAS may add, delete or change the internet service providers.
8. DAS may by written notice to Participant change the addressee and/or address to which any notices or correspondence directed to DAS relating to this Agreement must be sent.

OPERATIONAL SUPPORT

1. DAS through the Network will support the equipment and connections to the Participant within the support and maintenance structure of the Network. Standard Network monitoring

includes all components of the Network provided basic connectivity service and any equipment placed at the Participant's site by DAS.

2. In the event of a Network outage, the Participant should contact CEN & Nutmeg Network, Network Operations Center at 860-622-4560, Option 3, or send an e-mail to servicedesk@cteducation.net and inform the operator that the service that is out is a priority service. If a call back is not received from a technician within 90 minutes, the Participant may use the trouble reporting escalation contact information provided to them in Appendix A attached hereto. At any point, the Participant may ask for additional support, upon which the help desk or other staff will make a best effort to escalate support.
3. As part of the maintenance costs (port fee) contained in this Agreement referenced in Appendix B, the Participant will receive 7x24x365 support of the connection through the CEN & Nutmeg Network, Network Operations Center. The escalation procedure for off-hours emergency support issues that the CEN & Nutmeg Network, Network Operations Center is unable to resolve is set forth in Appendix A. Appendix A may be modified by DAS as DAS deems appropriate, subject to the reasonable consent of the Participant.
4. To address any network operational concerns in a timely manner, the Participant shall designate an emergency contact person and procedure to ensure DAS 7x24x365 access to the Participant's network.

NETWORK SECURITY

1. Participant agrees to use the Network in a lawful and reasonable manner consistent with the purposes of this Agreement. Participant acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Network. Except as otherwise provided herein, the Participant shall assume all risk or liability for use of the Network and shall hold the State harmless from any incidents resulting from information transmitted from or to the Participant's Network connection(s).
2. DAS has the right to disable the Participant's connection port on the Network if activity originating from the Participant's network threatens continued operation or the security of the Network or external connections to the Network. If feasible, DAS will notify the Participant prior to disabling the connection port and will work with the Participant to isolate and resolve the threatening activity.
3. The Participant shall designate an emergency contact person and procedure to ensure DAS has 7x24x365 access to the Participant's network for Network security purposes.

OTHER CONSIDERATIONS

1. This Agreement shall be in effect from the date the Commission signs below and continue uninterrupted, unless earlier terminated pursuant to this Agreement, for the term of one year and will automatically renew at the then current rates unless modified as set out below. The Agreement will automatically renew for successive one year terms unless Participant provides written notice of termination to DAS 60 days prior to the expiration of the then current term or unless the Agreement is otherwise terminated by DAS pursuant to this Agreement. Any changes to this Agreement shall be made in writing and signed by all parties. DAS may with at least thirty (30) days advance written notice terminate this Agreement at any time if (a) Participant fails to pay any sums due hereunder; (b) in the sole

opinion of DAS, activity originating from the Participant's network threatens continued operation or the security of the Network or external connections to the Network or is illegal or otherwise impermissible under this Agreement; or (c) DAS deems termination to be in the best interests of the State. Notwithstanding the foregoing, if in the reasonable opinion of DAS, Participant is engaging in any activity that is illegal or endangers the Network, DAS may immediately, without advance notice, suspend Participant's access to the Network until such time Participant cures such defect. DAS may, in its sole discretion, provide Participant an opportunity to cure any defect prior to the termination taking effect. In such instance, if Participant cures the defect, DAS shall confirm in writing that the notice of termination has been rescinded.

2. The Network access and services provided by DAS and the Commission under this Agreement are provided strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Participant accepts all risk, including all risk with respect to suitability, use and performance of the Network. DAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. The State shall not for any purpose capture or store any data transmitted by Participant over the Network.
4. DAS shall not be liable for any damage that Participant may suffer arising out of use, or inability to use, the Network. DAS shall not be liable for unauthorized access to or alteration, theft or destruction of Participant's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Participant shall not be liable for indirect, consequential, incidental or special damages.
5. Participant agrees to defend, indemnify and hold the State harmless from and against any claim or demand asserted by any third party due to or arising out of Participant's use of the Network as provided for herein the Agreement. The Participant shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
6. The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. government. Participant agrees not to export or re-export any technology transmitted through the Network without first obtaining any required export license or governmental approval.
7. Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.
8. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. This Agreement shall be deemed to have been made in Hartford, Connecticut.
9. Participant irrevocably consents with respect to any permitted claims or remedies at law or equity, arising out of or in connection with this Agreement, to the jurisdiction of the Connecticut Superior Court or the U.S. District Court for the District of Connecticut and with respect to venue in the Judicial District of Hartford-New Britain at Hartford or the U.S.

District Court for the District of Connecticut in Hartford, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise.

10. This Agreement may not be assigned by either party without the express written consent of the other party.
11. Participant agrees to be bound by all the applicable statutes pertaining to the Department of Administrative Services - Bureau of Enterprise Systems and Technology, including but not limited to C.G.S. Sections 4d-1 et. seq.
12. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions. If Executive Orders 7C, 14 or 19 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
13. The Parties agree that pursuant to C.G.S. Sec. 4d-40 the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices have on July 1, 1997.
14. The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
15. Audit and Inspection of Plants, Places of Business and Records.
 - a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Participant's and Participant Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

b) The Participant shall maintain, and shall require each of the Participant Parties to maintain, accurate and complete Records. The Participant shall make all of its and the Participant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c) The State shall make all requests for any audit or inspection in writing and shall provide the Participant with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d) All audits and inspections shall be at the State's expense.

e) The Participant shall keep and preserve or cause to be kept and preserved all of its and Participant Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Participant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f) The Participant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Participant shall cooperate with an exit conference.

g) The Participant shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Participant Party.

16. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

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SIGNATURE PAGE OF AGREEMENT

TOWN OF _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF CONNECTICUT

By: _____

Mark Raymond
Its Chief Information Officer
Its Chair of Commission for Educational Technology

Date: _____

Appendix A
CEN & Nutmeg Network
Network Operations Center Escalation

7x24x365
Network Operations Center
860.622.4560, Option 1
or e-mail servicedesk@cteducation.net

If emergency escalation beyond the CEN Network Operations Center is required, please use the following:

1st Escalation

GlobalNOC
On-Duty Supervisor
317.278.6625

2nd Escalation

Scott Taylor
CEN Director
860.622.4563 Office
860.281.1399 Mobile
Scott.Taylor@uconn.edu

3rd Escalation

Gerard (Jerry) Johnson
Director of Enterprise Networks
State of Connecticut
860.622.2355 Office
860.897.0380 Mobile
Gerard.Johnson@ct.gov

CEN Home Page: <http://cen.ct.gov/>
CEN NOC Home Page: <http://cennoc.grnoc.iu.edu/>
Please submit problems, requests, and questions at:
<https://globalnoc.iu.edu/cennoc/support/report-a-problem.html>
CEN NOC Operations Calendars (RSS and ICAL):
<http://cennoc.grnoc.iu.edu/cennoc/support/operations-calendar.html>

Appendix B Rate Schedule

Effective Date of Latest Rate Change XX/XX/XXXX

Institution Name	INSTITUTION NAME
Annual Committed Bandwidth Amount	XX Mbps
Price per Mbps	\$_____/Mbps
Total Bandwidth Cost per Month:	\$XXX.XX
Number of Active Ports	1 Port
Price per Active Port	\$_____/month
Total Port Fee Cost per Month:	\$XXX.XX
Total Bandwidth & Port Fee per Month:	\$XXX.XX
Quarterly Billing Amount:	\$XXXX.XX
You will be provided a /29 of CEN IPv4 Addressing an a /48 of CEN IPv6 Addressing	

INSTITUTION NAME

STATE OF CONNECTICUT

BY: _____

NAME: _____

TITLE: _____

DATE: _____
