



**WiscNet Network Access Service  
Memorandum of Understanding (“MOU”)  
Between City of West Allis and WiscNet**

**Overview of MOU:**

This MOU establishes your connection to Wisconsin’s Research and Education Network (“WiscNet”). Your institution now becomes an important part of the larger effort to advance research, education and public service for Wisconsin. The MOU describes our mutual expectations and responsibilities and sets an equitable fee for your participation.

**Overview of Service:**

WiscNet Network Access Service (“Network Access”) uses standards-based protocols, software, hardware and technical support to transmit WiscNet member’s data to, from and across (a) the WiscNet research and education network, (b) the worldwide “commodity Internet” and (c) the Internet2 research and education network and its peer networks.

**Understanding:**

This WiscNet network access service memorandum of understanding is made between WiscNet and City of West Allis (referred to as “Member”). The Member and WiscNet agree as follows:

1. WiscNet shall allow Member (a) to have a connection between Member’s facilities (at one physical site that Member controls) and the WiscNet network and (b) to transmit data over the network, pursuant to this understanding. WiscNet will provide Member:

A standards-based network router or comparable device that WiscNet will own, configure, manage and maintain.

Technical support and troubleshooting assistance by WiscNet staff to the Member’s IT staff during WiscNet business hours. WiscNet will respond to after-hours requests as soon as possible or during the next business day.

2. Upon executing this memorandum of understanding and successful installation of service, Member shall pay:

An annual fee of \$7,200.00 pro-rated as needed over the remainder of the fiscal year. This fee is applicable from the date of successful service installation. Fees are set annually and assessed on a July 1 to June 30 fiscal year.

3. Member may terminate network access service with 90 days notice-in-writing in advance addressed to the WiscNet Chief Executive Officer. WiscNet may terminate network access service to Member with 90 days notice-in-writing in advance to the designated representative.



## Standard Terms and Conditions

1. **Compliance:** Member represents and warrants that the use by its students, staff, customers or end users of the service shall comply with all applicable laws, ordinances, rules, regulations and restrictions, including without limitation those related to privacy, electronic communications, and anti-spam. WiscNet and Member agree to cooperate and support each other in complying with any requirements applicable to their respective rights and obligations under this MOU that are imposed by any governmental agency, regulatory agency or authority.
2. **Indemnification:** Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other, including the other's employees, members, officers and directors, from and against, and assumes liability for:
  - any injury, loss or damage to any person, tangible property or facilities of any third person or entity (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from either: (i) the acts or omissions, negligent or otherwise, of the other party, its officers, employees, servants, Affiliates, agents, contractors, invitees or vendors; or (ii) a default under this MOU;
  - any claims, liabilities or damages arising out of any violation of the other party of any regulation, rule, statute or order of any local, state or federal governmental agency, court or body in connection with the performance of its obligations under this MOU;
  - The parties agree to promptly provide each other with notice of any lawsuit, judicial, administrative or other dispute resolution action or proceeding or claim of which it becomes aware and which it believes may result in an indemnification obligation hereunder (each, an "Action"), provided that the failure to provide any such notice shall not affect the indemnifying party's indemnification obligation unless the indemnifying party is actually prejudiced by the failure to receive such notice.
  - Nothing contained within this agreement is intended to be a waiver or estoppel of Member or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.80 or any other statutory provision. To the extent that indemnification is available and enforceable, Member or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.
3. **Termination:** This MOU may be terminated by either party with 90 days advance notice in-writing to the other party. If such notice is being given to WiscNet, it shall be directed to the Chief Executive Officer of WiscNet. Either party may immediately terminate this MOU in the event the other party commits a material breach of any provision of this MOU which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the



complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination or expiration of this MOU, Customer shall have no rights to continue use of the pilot service.


- 4. **Miscellaneous:** This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin. This MOU constitutes the full understanding and entire agreement between the parties and merges all prior agreements with respect to the subject matter hereof and may be amended or extended only by express, written agreement between the parties which specifically states that it is an amendment to this MOU. The persons signing on behalf of each party hereby warrant and represent that they have authority to execute this MOU on behalf of the party for whom they have signed.

**Agreement.**

We agree to the terms of service for WiscNet Network Access Service as contained in this MOU.

DocuSigned by:  
  
 \_\_\_\_\_  
 City of West Allis Representative

8/1/2017  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
 \_\_\_\_\_  
 WiscNet Chief Executive Officer

8/1/2017  
 \_\_\_\_\_  
 Date