



WEST TEXAS TELECOMMUNICATIONS CONSORTIUM

ORGANIZATION CONTRACT

Effective as of the _____ day of _____, 201_, The undersigned Public Independent School Districts (the “ISDs”), Public Community College Districts and Public and Private Universities (“Higher Education”), Counties and Municipalities (the “Local Governments”), Local Governments on behalf of Public Libraries (the “Public Libraries”), Public Hospital Districts (the “Hospitals”), and other governmental agencies of the State of Texas, and regional offices of other governmental agencies of the State of Texas (the “Governing Agencies”), and representatives of the public sector (the “Public Entities”), all collectively referred to as the “Parties”, entered into the following Agreement:

ARTICLE ONE

ORGANIZATION, POWERS AND DUTIES

1.01 **NAME:** The name of the administrative agency created by this Agreement is the “West Texas Telecommunications Consortium”, referred to in this Agreement as “WTTTC”.

1.02 **MISSION:** The administrative agency, WTTTC, is a consortium of governmental and public and private institutions, entities and organizations formed to plan, coordinate and facilitate the cooperative development and operation of a regional integrated telecommunications network (the “Network”), to enable Members to better serve the population of the West Central Texas area of the State of Texas, to further the mission of its respective Members, to contribute to improved student learning and the overall educational and economic development of the region (the “Mission”).

1.03 **AUTHORITY:** The governmental and public nonprofit Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Government Code, Section 791.001, et seq, of the Texas Revised Civil Statutes, as amended (the “Gov. Code” or the “Act”). The Act authorizes, and the Parties agree, that they can cooperatively provide and achieve governmental functions and services by coordinating their efforts through this Interlocal Contract, thereby avoiding duplication of expenses, conserving and coordinating the use of public funds, and making the Network available to the entire West Central Texas area of the state of Texas. Additionally and independently of the Act, the private nonprofit Parties and the governmental and public nonprofit Parties enter into this Agreement with one another for their mutual benefit and interest in promoting and achieving the applicable purposes and Mission of the Agreement.

1.04 **GOVERNMENTAL NEEDS:** The governmental and private entities which are Parties to this Agreement and their public and private constituents need high quality telecommunications transmission capability to interconnect their facilities to provide enhanced services to their employees, students and to

the public for education, video conferencing, information and data access and transferal, and other services that may be available through the Network. The Parties agree that there are valid governmental and for the nongovernmental Parties, other vital educational and technological purposes, served by implementing and operating the Network.

1.05 **POWERS OF THE AGENCY:** In addition to, and not in derogation of any power granted by statute, or otherwise, WTTC shall have the following powers to:

- a. Employ personnel, perform administrative and fiscal activities, enter into and enforce contracts in its own name, purchase goods and services and provide administrative services, all as necessary or appropriate to perform the Mission of WTTC;
- b. Designate, contract with or otherwise secure the services of, one or more local governments, for profit vendors, or private institutions to perform any or all of the services which WTTC could perform or which are necessary or appropriate to further the Mission of WTTC;
- c. Apply for and receive grants and other funding from governmental and private sources on the same basis as other "local governmental entities" as defined in Government Code Subsections 791.003.(4), (A) and (B);
- d. Oversee implementation of, and manage the Network; and
- e. Perform such other duties and exercise such other powers as may be necessary or appropriate to further the Mission of WTTC.

ARTICLE TWO

MEMBERS

2.01 **MEMBERS:** WTTC will have Members, which will initially be those Parties signatory to the Agreement. Members must be local governmental entities as defined in Gov. Code Subsections 791.003.(4), (A) and (B) or private institutions of higher education. Additional Members may be added, on such terms and conditions as the Board of Directors may deem appropriate. New Members shall become parties to this Agreement by execution of an Addendum to this Agreement.

2.02 **CLASSES OF MEMBERS:**

- a. Members shall be divided into Classes, determined by which group of governmental or private nonprofit entity a Member belongs. The Classes of Membership shall initially consist of the following:

ISDs
Higher Education
Local Governments
Public Libraries
Hospitals
Governmental Agencies
Public Entities
Other Consortia

- b. Subject to member approval, the Board of Directors may add additional Classes of Members as it may deem appropriate and may add a Class of Affiliate members composed of Network users that are not eligible for full Membership. Affiliate Members shall be entitled to voice, but not entitled to vote, on any matter.
- c. A Member may belong to only one Class of Membership at any time; provided however, that counties and municipalities may join as "Local Governments" or as "Public

Libraries,” or both, upon payment of dues and assessments applicable to each Class of Membership, and shall be entitled to exercise full powers of the Class or Classes of Membership joined. Upon acceptance of an entity’s request for admission to Membership, if the applicant has not requested Membership in a particular Class, the Board of Directors shall assign that entity to the Class of Membership that it determines appropriate. With the approval of the Board of Directors, and in extraordinary circumstances, a Member may change from one Class of Membership to another.

- d. Membership interests are transferable only with the prior written consent of, and upon the terms and conditions set by the Board of Directors.

2.03 **VOTING BY MEMBERS:**

- a. Members shall be entitled to one vote on each matter submitted by the Board of Directors to a vote of the members, and of those matters requiring approval of the members, as set out in Article Three, Section 3.01 of this Agreement. A Member’s one vote shall be cast by the person serving in the highest executive and administrative position in a particular governmental or private entity (i.e., the superintendent in an ISD, the president of a college or university or the executive director of an organization), collectively referred to as the “Chief Administrative Officer” in this Agreement. The Chief Administrative Officer of a Member may vote by proxy.
- b. Initially, and until the Members determine a different method, a majority of the members shall represent a quorum and a majority of those Members present at a meeting at which a quorum is present shall be the act to determine the outcome of any matter on which a vote is taken. Action shall be taken by the members of all Classes as a whole. If a class decides to use a different method of taking action, it will notify the Board of Directors and all the Members of that Class.
- c. Meetings of any Class of Members may be called by any of the Directors representing that Class or by ten percent (10%) of the Members of that Class.
- d. Subject to the provisions required or permitted by this Agreement for notice of meetings, Members may participate in and hold meetings of Members by means of conference telephone, video conference or other electronic means by which all persons participating in a meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence of a person at such meeting.

2.04 **ENTITLEMENT TO FUNDING:**

- a. Status as a Member shall not by itself entitle a Party or Member to share, pro-rata, or otherwise, in any equipment, grants or other funding secured by WTTC. The Parties recognize that some equipment, grants or funding may be specific to a particular area or group of entities, and those other entities outside that area, who are not otherwise included in the group of entities specified, may not participate in or otherwise receive any portion of the equipment or funding, even though the application for the funding is WTTC. The Members recognize that WTTC’s Board of Directors will be bound by the terms of particular grants, and that Members may receive funds received by grant only in compliance with the terms and conditions of the particular grant.
- b. Subject to subsection 2.04 (a), distributions of equipment and funds will be at the discretion of the Board of Directors; provided, however, that Members will, except in extraordinary circumstances, be preferred over Affiliate members and Non-Members in any distribution of equipment or funds, and in provision of, or access to, Network services.

2.05 **DUES, ASSESSMENTS AND FEES:**

- a. The members shall pay annual dues, which annual dues shall initially be \$250.00 per Member for the fiscal year beginning September 1, 2001. In its discretion, the Board of Directors may vary the amounts of dues to be paid, both as among Members and among Classes of Members, with such variances being based on various factors, including, but not limited to, relative size of a particular member, geographic locations, ability to pay and other factors that may cause the Board to vary the amounts of dues.
- b. The Board of Directors may recommend, from time-to-time, a levy for unforeseen fixed and variable operating and capital costs of the network. The recommendation is subject to Member approval before the levy can be assessed on the membership.
- c. The fees paid by Members for use of the Network shall be lower than the fees paid by Affiliate Members and Non-Members, taking into consideration that Members are paying dues and any assessments.

2.06 **TERMINATION OF MEMBERSHIP:** Membership privileges may be terminated in three ways:

- a. Non-payment of dues or assessments, which will automatically terminate an entity's status as Member ninety (90) days after the date on which the dues or assessments are payable unless the Board of Directors decide to delay the effective date of termination for compelling reasons;
- b. A decision by not less than an 80% vote of the Board of Directors that a particular entity's continued Membership is not in the best interest of WTTC; and
- c. An affirmative action by a Member to withdraw, which withdrawal shall be effective 90 DAYS subsequent to the date of the notice of termination.

2.07 **EFFECT OF TERMINATION OF MEMBERSHIP:** Members may receive equipment (hardware or software) through the WTTC as part of a grant application made by the consortium. Acquisition and ownership of such equipment will be subject to conditions contained in a contract between the WTTC and the Member which, in turn, may be contingent upon the terms of the grant obtained by the WTTC. Upon termination of an entity's Membership in WTTC, the Member shall within thirty (30) days after the effective date of termination, either return the equipment, hardware and software (the "Equipment") acquired from or through WTTC, or pay WTTC the reasonable replacement value of such Equipment depending on the terms and subject to such conditions as may be contained in the aforementioned contract with the WTTC by which the Member received the Equipment. The Member agrees to grant reasonable access to WTTC personnel to remove Equipment, or to disconnect Member from the Network. Upon termination of Membership, all connections with the WTTC shall, at the discretion of the Board of Directors of WTTC, be severed. Termination shall not relieve the Member of WTTC of any liability to the other which arose or was incurred prior to the effective date of the termination of Membership.

2.08 **LOCAL CONTROL:** Notwithstanding any other provision of this Agreement, each Member shall retain sole control of buildings owned by it and the Member shall be the final decision-maker with respect to:

- a. scheduling and content of programs accessed through the Network in its buildings;
- b. which entities and persons may use its buildings and when they or any of them will have access;
- c. which entities or persons will have access and when they or any of them will have access to the Network through facilities located in the Member's buildings;

provided, however, that for purposes of carrying out the Mission of WTTC, such as hardware and software installation, maintenance and repair to assure performance of the Network, or to remove or disconnect Equipment upon termination of Membership, WTTC personnel shall, upon reasonable notice, have access at reasonable times, for reasonable periods, to the buildings owned by Members.

ARTICLE THREE

DIRECTORS

3.01 **GOVERNANCE:** The affairs of WTTC shall be managed by its Board of Directors and its wide area network (WAN) administrator; provided, however, that the affirmative action of the Classes of Membership as a whole shall be necessary to effectuate each of the following matters:

- a. Creating of a new Class of Membership or Affiliate Membership;
- b. Increasing or decreasing the size of the Board of Directors;
- c. Increasing the dues of Members or Classes by more than twenty (20%) percent in any fiscal year;
- d. Levying any financial assessment against Members;
- e. Amending this Agreement or any Bylaws of WTTC; and
- f. Dissolving WTTC.

3.02 **DUTIES:** The Board of Directors shall have the duty to establish and implement the Network, which shall include, but not be limited to the following duties:

- a. Promote the exchange of services and information within the Network area;
- b. To the extent practicable, provide equitable access to the Network for communities in the Network area;
- c. Provide expertise to the Network Members;
- d. Assure Network reliability and ease of use;
- e. Facilitate cooperative resource sharing;
- f. Facilitate the development of programs and services responsive to the needs of the Network area;
- g. Assure the design of a Network which complies with current and projected industry standards and set specifications for both hardware and software that Members may use on, or in connection with, the Network;
- h. Provide end-user training and support and Network coordination and management;
- i. Maintain reasonable, quality service which is, to the extent practicable, economically sustainable for all members;
- j. Promote regular communications and cooperation among Members;
- k. Seek sources of funding for Network activities, apply for grants available to WTTC by virtue of its management of the Network, or otherwise, and coordinate any grant applications made by the Membership for expansion or improvement of the Network;
- l. Allocate any financial support and equipment obtained, including any grants obtained through WTTC in accordance with the terms of the grants;
- m. Identify common needs and problems and define innovative solutions;
- n. Establish procedures regarding maintenance projects so as to minimize disruption of use of the Network;

- o. Establish reasonable Network policies and procedures to ensure secure, efficient and continuous service to the members and set standards against which such services may be measured;
- p. Determine fees for use of the network by Members, Affiliate Members and Non-Members;
- q. Determine when, whether and the amounts of any assessments of Members (keeping in mind that assessments need not be uniform, pro-rata, or even cover all Members but can take into account various factors including, but not limited to, relative sizes of Members and the need for matching funds at particular locations);
- r. Prepare annual operating and capital budgets for the upcoming three year period; and
- s. Perform such other duties, and exercise such other powers as may be deemed by the Board to be necessary or appropriate to carry out the Mission and purposes of this Agreement.

3.03 **NUMBER:** The number of Directors shall be not less than three (3) or more than thirty (30). Within this range of numbers, the Board of Directors shall establish by resolution, from time-to-time, the number of persons who will compose the Board of Directors.

3.04 **ELECTION OF DIRECTORS:**

- a. Those Directors representing the respective Classes of Membership shall be elected by the Members of each Class of Membership as terms expire or vacancies occur within that Class.
- b. In addition to the Directors representing the various Classes of Members, the Board of Directors may elect up to three members of the public (the “Public” Directors).
- c. Notwithstanding any other provision of this Agreement, the Directors representing the ISD Class of Members shall always represent fifty percent (50%) of the total Board of Directors. In determining this fifty percent (50%) Board representation, Region 14 Education Service Centers shall be counted as representing the Government Agency Class of Members. The Board of Directors shall declare vacancies and new Directors shall be elected or the Board shall seek the resignation or removal of Directors as necessary with respect to the representatives of any Class of Membership required to attain and maintain this fifty percent (50%) level of representation.
- d. The initial Board of Directors shall be composed of NO MORE THAN the following number of Directors as set-forth below:

Number of Directors	
ISDs.....	12
Higher Education.....	04
Local Governments.....	01
Public Libraries.....	01
Hospitals.....	01
Governmental Agencies.....	03
Public.....	02
Total Directors.....	24

- e. The Board of Directors shall elect from their Members a Chair and a Chair-Elect. These shall serve one-year terms congruent with the fiscal year of the WTTC. At the end of a one year term as Chair Elect, that individual shall become Chair of the Board for a one-year term, and the Board shall elect a new Chair Elect. The Chair will preside over the Board, prepare agenda for Board meetings, insure that meetings are posted in the time and manner required by law, and sign any official documents required by the WTTC as

directed and approved by vote of the Board. In the event that the Chair is absent, the Chair Elect shall serve as Chair.

3.05 **QUALIFICATIONS OF DIRECTORS:** Except for the Directors chosen from the Public, who will not be Members or representatives of Members, all Directors shall be the Chief Administrative Officers (or his/her designated proxy) of Members of WTTC which are current with respect to payment of dues and any assessments. Termination of Membership for any reason will constitute an automatic resignation by any Director or Directors representing that member. **No Member who is providing services to the consortium or any of its members may serve on the Board of Directors.**

3.06 **TERMS OF DIRECTORS:**

- a. The Members of the Board of Directors shall be elected to serve staggered terms of three (3) years, unless elected to fill the remaining term of a vacant position on the Board, and except as to the initial Directors.
- b. The initial Directors shall draw lots to determine which Directors will serve one (1) year terms, which Directors will serve two (2) year terms, and which Directors will serve three (3) year terms.

3.07 **ACTION BY DIRECTORS:**

- a. A majority of the total number of Directors then qualified and acting shall constitute a quorum for any meeting of the Board of Directors. Once a quorum is present at any meeting of the Board, each Director shall be entitled to one vote upon each matter upon which the Directors vote. The vote of the majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board unless a greater number is required by this Agreement.
- b. At any meeting of the Board, Directors may be present by proxy and may vote on any question, or may vote by EMAIL OR any electronic or telephonic means approved by the Board.

3.08 **MEETINGS:** The Board of Directors shall meet at least quarterly or more often as needed, at such time and place as the Board may, from time-to-time decide. The Board Chair or any six (6) or more Directors may call special meetings of the Board of Directors.

3.09 **ELECTRONIC OR TELEPHONIC MEETINGS:** Subject to the provisions required or permitted by state law this Agreement for notice of meetings, members of the Board or members of any committee designated by the Board may participate in and hold meetings of the Board or any committee by means of conference telephone, video conference or other electronic means by which all persons participating in the meeting can hear each other and the persons attending the meeting can hear the Board members, and participation in a meeting pursuant to this Section shall constitute presence of a person at such meeting.

3.10 **Wide Area Network (WAN) administrator:** The WAN administrator of the WTTC shall serve as the liaison between the Board of Directors and the Members. The WAN administrator shall also work with vendors and other entities to ensure the mission and objectives of the WTTC are met. The qualifications and duties of the WAN administrator are housed at Region 14 Education Service Center.

3.11 **Technology Steering Committee:** The WAN administrator shall form a technology steering committee made up of technology specialists employed by the members. The steering committee will work with the WAN administrator in developing and implementing new procedures for the WTTC with the approval of the Board of directors. The steering committee will also work with the WAN administrator in the product evaluation process and bring recommendations to the Board.

ARTICLE FOUR

DUES, ASSESSMENTS AND PAYMENTS

4.01 **CURRENT REVENUES AND DEBT:** Notwithstanding anything to the contrary that may be contained in this Agreement, all dues, assessments and payments by a member under this Agreement must be made from current revenues available to that member. All payments under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed under this Agreement.

ARTICLE FIVE

TERM

5.01 **TERM:** This Agreement shall continue in force and effect for a period of 25 years from the date of this Agreement and for successive five (5) year terms thereafter, unless sooner terminated; provided, however, that in the event Gov. Code Section 791.001 (f) requires an annual renewal of this Agreement, the government and public non-profit Members shall be deemed to have elected to renew the Agreement annually on the anniversary date of the Agreement unless the Members decide to terminate the Agreement by not less than an 80% vote of three Classes of Membership, one of which must be the ISD Class of Membership.

5.02 **WITHDRAWAL:** Notwithstanding Section 5.01 of this Agreement, any Member may withdraw at any time from this Agreement pursuant to Section 2.06 of this Agreement.

ARTICLE SIX

GENERAL PROVISIONS

6.01 **CONSTRUCTION:** This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Members and WTTC created by this Agreement are performable in Nolan County, Texas.

6.02 **AUTHORIZATION:** Each member, by becoming a party-signatory to this Agreement, represents and warrants to the other Members that its respective governing body has authorized and approved the contract represented by this Agreement, that all required approvals have been obtained, and all prerequisites to the execution, delivery and performance of this Agreement have been obtained by or on behalf of the Member.

6.03 **FISCAL YEAR:** The fiscal year of WTTC shall be September 1 through August 31.

6.04 **AUDIT:** The Board of Directors shall cause an annual audit of the books and records of WTTC to be conducted. A copy of the audit shall be made available to each Member.

6.05 **STAFF:** Any person employed or retained by WTTC who remains employed by a Member or other organization shall be subject to the personnel rules that apply to other employees of that Member or other organization.

6.06 **SEVERABILITY:** In the event any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, that holding shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the unenforceable provision had never been included in this Agreement.

6.07 **PROXIES:** At any meeting of the Members, the Chief Administrative Officer, or at any Board Meeting of any committee designated by the Board, a Director, may be present by proxy and may vote by proxy on any question, provided that the instrument authorizing the proxy is in writing and executed by the Chief Administrative Officer, or the Director, as the case may be and furnished to the person in charge of the meeting. Each designation of proxy shall be revocable, either by personal appearance by the person granting the proxy or in writing. Representation by proxy shall not occur more than 1 time each fiscal year.

6.08 **NOTICES:**

- a. Meetings of the Board of Directors of WTTC shall be subject to the same notice and posting provisions as are the meetings of the Region 14 Education Service Centers. Until another location is determined by the Board of Directors, Mike Wetsel's office at Region XIV, Abilene shall be the location for central posting of notices of meetings, and copies of notices of meetings of Members and Directors of WTTC shall be sent to the Directors and Members of WTTC.
- b. Meetings of a Class of Members shall be held only after at least three (3) days prior notice to the Members of that Class, except in the case of an emergency meeting, which may be held upon three (3) hours prior notice to Members. Any Member may waive notice prior to, during or after any meeting of Members.
- c. Each Member shall give the Board of Directors, or the person designated by the Board, the Member's correct mailing address, telephone number, FAX number and contact person, and notices shall be deemed delivered which properly addressed (i) three days after the deposit of the notice into the United States Mail, or (ii) immediately upon confirmation of receipt of a FAX transmission. Each Member shall be responsible for conveying any changes in the information with respect to the Member's mailing, telephone, FAX, or contact person.

ARTICLE SEVEN

POLICIES AND PROCEDURES

7.01 **NETWORK SECURITY:**

- a. Each LAN must have a method in place by which all workstations and servers on the LAN must keep current with all security updates. That plan will be presented to the director. Any LAN that does not keep up with current security updates will be subject to preventative measures that ensure the security of the entire WAN. These issues will be addressed by using disaster recovery teams; cookbooks and tools for network monitoring; participate in SUS or equivalent products; net monitoring training, and other ideas as they come about.
- b. All workstations and servers must have anti-virus protection. Email servers must scan all messages for possible viruses. Methods must be in place to have definitions downloaded daily to all workstations and servers. An acceptable product (i.e. enterprise editions of Symantec, McAfee, or others approved by the board) must be used. Suspect machines or LAN's may be subject to being disconnected by the local district or WAN administrator until the issue is resolved after proper communication has been made to all parties. The consortium has the option of isolating the LAN from the WAN if the problems persist or endangers the other members of the WAN. Compliance with this policy is subject to audit at any level by a director-appointed team and is effective immediately.
- c. The Policy Subcommittee will meet annually, more often if necessary, to review the policies and guidelines of WTTC and make recommendations to the Board of Directors. These policies and guidelines will become part of the consortium's strategic plan.

7.02 NETWORK SAFETY:

- a. All workstations and servers must have content filtering in place either by using the service provided at the entrance to the WAN or by providing a local device at the entrance to the LAN or both. This filter must adhere to all CIPA (Child Internet Protection Act) rules and regulations and can be monitored or audited by the WTTC staff.

7.04 USE OF UNNECESSARY INTERNET MEDIA APPLICATIONS:

- a. Use of Internet media applications such as Internet radio is highly discouraged unless deemed a necessary part of the day's curriculum. Members found to be using unnecessary amounts of bandwidth may lose access privileges until steps are taken to monitor and manage usage.

7.05 CONCERNING THE MOVEMENT OF WAN EQUIPMENT BY A MEMBER CLIENT

- A. WHEN IT MAY BECOME NECESSARY TO MOVE WAN TELECOMMUNICATIONS EQUIPMENT AT A MEMBER SITE, THE MEMBER MUST REALIZE THAT IT MAY BECOME THE RESPONSIBILITY OF THE MEMBER TO ACCOMPLISH THE MOVEMENT. THE MEMBER SHOULD BRING ITS ISSUE TO THE WTTC BOARD AT THE EARLIEST POSSIBLE TIME AND THE BOARD WILL CONSIDER THE MATTER ON A CASE-BY-CASE BASIS. IF IT IS DETERMINED THAT THE RESPONSIBILITY LIES WITH THE MEMBER, THEN THE MEMBER CLIENT WILL 1) SEE THAT THE PROPER COMMUNICATION IS MADE TO THE WTTC ADMINISTRATOR, THE TELECOMMUNICATIONS VENDOR, THE WTTC BOARD AND ANY OTHER INVOLVED PARTIES, 2) WORK WITH THE WTTC ADMINISTRATOR AND THE VENDOR TO DETERMINE THE MOST COST EFFECTIVE METHOD BY WHICH TO ACCOMPLISH THE TASK, AND 3) BUDGET FOR ANY COSTS THAT MAY BE INCURRED IN THE MOVEMENT OF SAID EQUIPMENT AND THE ACCOMPLISHMENT OF THE TASK.

7.06 Participation in Purchasing

- A. From time to time, the WTTC may find it necessary or advisable to enter into contracts for the purchase of goods or services, made for the benefit of all WTTC members. Each Member may elect to "opt out" of participation in any such purchase by means of providing written notice to the WTTC Board prior to the Board's authorization to solicit bids or proposals (or otherwise begin the purchasing process) for such purchase. If a Member fails to provide the written notice in accordance with this section, then that Member may not "opt out" of the purchase and is required to pay the applicable costs of that purchase, in accordance with the terms of this Agreement and the WTTC's standard practices. It is each Member's respective responsibility to keep abreast of expected or upcoming purchases in order to timely provide notice under this section.

This Agreement constitutes the entire Agreement between and among the Members with respect to the Network, and supersedes any prior understandings, whether written or oral, with respect to the Network.

Name (Please Print)

Title (Please Print)

Signature

Date

Organization