

****Note: This is an example Contributing Organization Agreement. Please contact MTSRN Coordinator to modify for your organization**

MONTANA STATE REFERENCE NETWORK CONTRIBUTOR AGREEMENT

This Montana State Reference Network Agreement (the "Agreement") is entered into by and between the State of Montana, **Montana State Library**, (MSL), whose address is **1201 11th Ave., Helena, MT 59901** and **[Name of Contributing Organization]**, (Contributor), whose address is **[Contributor Address]**.

RECITALS

- A. [Administrative Rule 10.102.7002](#) provides defines "Contributing Organization". provides a framework to define "Contributing Organization".
1. "Contributing organization" means an individual or organization that contributes equipment, equipment maintenance, network connectivity, or other comparable service to the state reference network of value equal to or greater than cost of an individual subscription rate [in accordance with ARM 10.102.7003].
 2. "Contributing organization agreement" is an agreement between the Montana State Library and a contributing organization that depicts the value of the contribution and any credit the contributing organization will receive.
- B. Based on the definition, this document establishes purpose, roles and responsibilities of both parties as below:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. EFFECTIVE DATE, DURATION, AND RENEWAL

- 1.1 Agreement Term. The Agreement's term is five (5) years, and shall begin upon contract execution. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.
- 1.2 Renewal. MSL and the Contributor may renew this Contract by mutual agreement, under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in any interval that is advantageous to both parties. This Contract, including any renewals, may not exceed a total of 10 years.

2. SERVICES AND SUPPLIES

- 2.1 Contributing Organization Services are as follows:

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- 2.1.1 MTSRN Contributing Organizations own and operate their own Continually Operating Reference Station (CORS). Contributing Organization provides to the MTSRN unlimited 24-hour-a-day access via Internet protocol to a data stream from each of the respective CORS. The data streams are in a form suitable for the GPS/ GNSS (Global Navigation Satellite Systems) network software at the MTSRN. MSL reserves the right to use the data from the stream in any and all ways they see fit without further compensation to the contributing organization.
- 2.1.2 The Contributing Organizations shall be responsible for all costs associated with the acquisition, installation (including locating, construction, and/or permitting), configuration, compatibility, operations (including power and network), maintenance (including repairs that may or may not be covered under the equipment warranty), and any upgrades of its CORS, unless otherwise specified in Section 3, Consideration and Payment.
- 2.1.3 For CORS that are established primarily through the use of State of Montana funds:
 - 2.1.3.1 MTSRN Contributors shall maintain and continuously operate the CORS for five (5) years, unless otherwise specified in this document, or by amendment.
 - 2.1.3.2 Should the Contributing Organization decide to decommission the CORS site within this 5-year period, the entire site, including all hardware, software, easements, etc. as required to continue operation of the site as a CORS site shall be transferred to MSL.
 - 2.1.3.3 For the 5-year period MSL shall be named as successors on any and all agreements required to maintain and operate the CORS site.
 - 2.1.3.4 MSL shall have the right to inspect the CORS site at any time during its operation with a minimum 24-hour notice.
 - 2.1.3.5 MSL may, within 30 days of receipt of such notice, notify the member that MSL desires to assume operation of a non-operating or inadequately operating CORS. In such event, the Contributor

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agrees to grant the MSL the right of access to that CORS for as long as the MSL operates it.

- 2.1.4 Contributing Organization shall identify a single point of contact, including phone number and email address, to the MTSRN Coordinator.
- 2.1.5 MTSRN Contributors agree to give the MSL 72 hours written notice before any of the Contributor's CORS is taken out of service for planned maintenance. If member's CORS temporarily stops operating on an unplanned basis, the member shall notify the MSL in writing within 24 hours.
- 2.1.6 MTSRN Contributors shall provide 90 days written notice before permanent discontinuation of a CORS.

2.2 MTSRN Services are as follows:

NOTE: Any and all services or supplies provided by MSL MUST be detailed in a budget narrative and attached to this agreement. Services and supplies may include (but are not limited to) CORS hardware, CORS Installation equipment, contractor costs, ongoing ISP fees and/or electrical costs.

- 2.2.1 **[OPTIONAL]** MSL will provide Contributor with MTSRN subscriber login(s) according to section 3. Access will be maintained annually, provided that the CORS remains in operation according to Section 1.a. of this Agreement.
- 2.2.2 **[OPTIONAL]** MSL will provide Hardware and maintenance costs, according to the terms of the **[Funding Agreement]**, Attachment A.

3. CONSIDERATION/PAYMENT

3.1 Payment Schedule. In Consideration of the services described in Section 1.a., Contributing Organization Services, MSL shall pay, reimburse, or waive costs to the Contributing Organization according to the following schedule:

- 3.1.1 Login/Subscription Costs:
- 3.1.2 **[OPTIONAL]** Hardware Costs:
- 3.1.3 **[OPTIONAL]** Installation Costs:
- 3.1.4 **[OPTIONAL]** Maintenance Costs:
- 3.1.5 **[OPTIONAL]** Costs in accordance with **[Funding Agreement]**, Attachment A.

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3.2 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contributor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

3.3 Subscription Terms. MSL shall create and transfer login credentials to the Contributing organization within 14 days successful connection of the CORS to the MTSRN. Contributing Organizations hereby agree to and shall abide by the MTSRN Subscription Terms and Conditions, contained in [Attachment B].

3.3.1 Contributing Organizations may purchase additional MTSRN subscriptions at the standard rate.

4. LIABILITY DISCALIMER

4.1 By Contributing to the Montana Real-Time Network, each Contributor acknowledges the terms of this disclaimer and agrees to its provisions.

4.2 The Montana State Library (MSL) and the MTSRN partners disclaim any warranty of merchantability or warranty for fitness of use for a particular purpose, express or implied, with respect to these digital products.

4.3 Use of MTSRN services, applications, and features of this website, or any information contained on this website or through any links provided on this website, is at the user's sole risk. MSL and the MTSRN partners provide MTSRN services on an 'as is' basis. Neither MTSRN Partners nor MSL, its officers, employees, vendors, or third-party service providers (collectively or individually) makes any express or implied representation or warranty of any kind with respect to MTSRN Services. By way of example and not of limitation, there is no representation or warranty (a) that MTSRN Services will be uninterrupted or error-free, (b) that the results obtained from using MTSRN Services will be accurate, reliable, complete, or current, or (c) of merchantability or fitness for a particular purpose. MTSRN Services and information related thereto are subject to change without prior notice.

4.4 Neither MSL nor the subscriber, or MTSRN Partners, is liable for any damages arising out of or in connection with MTSRN Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission, or failures of the Continuously Operating Reference Stations (CORS). This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss of or damage to property; and claims of third parties.

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4.5 Except for any suits, claims, actions, losses, costs, or damages which are solely the result of the negligent acts or omissions or misconduct of MSL, the Contributing Organization agrees to protect, indemnify, hold harmless, and defend the State and MSL from any claim, damage, or loss arising from, due to, or allegedly due to the failure of the installation, operation, or maintenance of the CORS.

5. WARRANTY FOR SERVICES The Contributor warrants that it performs all roles and responsibilities using reasonable care and skill and according to the descriptions contained in this agreement. MSL agrees to provide timely written notice of any failure to comply with this warranty so that Contributor can take corrective action.

5.1 MSL warrants that it performs all roles and responsibilities using reasonable care and skill and according to the descriptions contained in this agreement. MSL agrees to provide timely written notice of any failure to comply with this warranty so that Contributor can take corrective action.

6. COMPLIANCE WITH LAWS

6.1 Contributor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contributor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contributor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contributor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

6.2 Accordingly and to the extent applicable, the Contractor agrees to comply with the following national policies prohibiting discrimination:

- i. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.

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- ii. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.
- iii. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- iv. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- v. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

7. TECHNICAL COMPLIANCE Established CORS stations shall conform to National Oceanic and Atmospheric Administration (NOAA) and National Geodetic Survey (NGS) specifications. Contributing Organizations must comply with all applicable [State of Montana IT Security requirements](#).

8. OTHER PROVISIONS:

8.1 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the MSL, the subscriber, or their officials, employees, agents, or representatives, to any party not a signatory to this Agreement.

8.2 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.3 Each party and its counsel (if the party so desires) has reviewed and revised this Agreement.

8.4 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

8.5 This Agreement shall be governed and construed in accordance with the laws of the State of Montana. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

8.6 Either party may amend, revise, or terminate this agreement with a minimum 90 days written notice.

8.7 In the event of termination, the terms of section 2.1.3 still apply.

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8.8 Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Agreement, unless the parties mutually agree that the obligation is excused because of the condition.

9. EXECUTION

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

**STATE OF MONTANA
Montana State Library
1201 11th Avenue
Helena, MT 59601**

**(INSERT Organization NAME)
(Insert Address)
(Insert City, State, Zip)
FEDERAL ID #**

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

NOTE: Please attach all additional documents to this agreement prior to execution. Additional documents typically include:

- Other Agreements, including Grantee Agreements
- Budget Narrative
- MTSRN Subscription Terms and Conditions