



SIRN 20/20 PARTICIPATION MEMORANDUM OF UNDERSTANDING

11.6 FINAL REPORT SUPPLEMENTAL DOCUMENT

Contract Deliverable #: 5.2.2



Law, policy and governance for technology interoperability

TELEVATE, LLC
8229 BOONE BLVD.
SUITE 720
VIENNA, VA 22182
WWW.TELEVATE.COM

**MEMORANDUM OF UNDERSTANDING FOR
[SIRN] PARTICIPATION**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between

_____ (“Participant”), a
_____ of North Dakota
and _____ (“Operator”), a
_____ of North Dakota.

WHEREAS, Operator operates the [SIRN] statewide public safety radio network, and Participant wishes to support, access, and make use of that network; and

WHEREAS, the Operator and Participant desire to define and memorialize the terms and conditions under which Operator will provide and Participant will utilize services through the network; and

NOW, THEREFORE, the Operator and Participant agree as follows:

1. Policies and Terms of General Application

1.1. SIEC Policy

As the body that governs the [SIRN] network, the North Dakota Statewide Interoperability Executive Committee (“SIEC”) sets policy for the network, per [cite new statute]. Operator and Participant agree to adhere to SIEC policy in the interpretation and implementation of this MOU, even as SIEC policy may change over time; both Operator and Participant will comply with SIEC policy at all times, including policies not in effect on the date of this MOU.

1.2. Operator Terms

1.2.1. General Rule

As the entity that operates the network, Operator also may develop certain terms that apply to Participant’s use of the network (for example: operating procedures, service fees, service levels, etc.).

Participant agrees to adhere to such terms, even as they may change over time, including terms not in effect on the date of this MOU. Operator will make all terms related to participation in the network available to Participant in an easily accessed, searchable repository at [URL]. The repository will include all current terms with effective dates, as well as a capability to research all former terms, including their effective dates and amendment or repeal dates.

1.2.2. Terms That Conflict with This MOU

Notwithstanding the general rule described in Section 1.2.1, where a provision of this MOU conflicts with an Operator-imposed term of general application, the term of general application controls unless the conflicting provision of this MOU specifically states otherwise.

1.2.3. Participation in Operator Terms Development

Operator will not develop or implement a new term that will impact Participant's use of the network without first providing Participant a reasonable opportunity to participate in the development of such term. Operator urges Participant to actively participate in such development; the resulting term may materially impact the obligations of the parties under this MOU.

1.3. Corrective Action

In order to protect the integrity, security, safety, and efficient operation of the [SIRN] network for all Participants, the Participant will take appropriate corrective action against any of its employees or contractors who violate SIEC policy, Operator terms, or any provision of this MOU.

2. [SIRN] Services

2.1. Requesting [SIRN] Services

When Participant wishes to request service under this MOU, Participant will submit to Operator a Request for Service document specifying the service, quantity, and resulting charges Participant would like to receive. Operator will promptly consider the request and either execute to signify approval, or else contact Participant to explain any reasons for not approving; approval will not be unreasonably

withheld. Operator will append to this MOU all Participant Requests for Service as they are approved and executed.

2.2. Participant-specific Provisions

As stated in Section 1.2.2, a provision in this MOU may override an Operator term of general applicability if the conflicting provision in this MOU specifically states that the MOU controls. Such Participant-specific provisions may be included in a Request for Service, such as, for example, a provision providing Participant a fee credit in exchange for Participant providing Operator a specifically valued authorization to use a Participant-owned tower site in the network.

2.3. Scope of Services

In order to maintain public safety-grade operations, Operator must be aware of changes in the nature and usage of the network. Participant is authorized to use the network only for the services indicated and only to the extent (number of devices, level of coverage augmentation, etc.) specifically identified in an executed Request for Services document appended to this MOU.

2.4. Participant Services Liaison

The Participant appoints the below-listed individual as its [SIRN] Services Liaison. The Services Liaison serves as Participant’s liaison to Operator to facilitate Operator’s provision to Participant, and Participant’s usage, of services on the network.

Participant Services Liaison

Name: _____
Title: _____
Entity: _____
Address: _____
Phone: _____
Email: _____

3. Term and Termination

3.1. Term

This MOU is effective on the later of the dates it is signed by either Operator or Participant (“Effective Date”) and remains effective until terminated by either party.

3.2. Termination

This MOU is terminated when both parties agree in writing to terminate, or:

- (a) unilaterally by either party upon 30 days’ written notice, or
- (b) by either party upon written notice if that party is unable to meet its obligations under this MOU because of shortage of funds, change in law, or either party’s failure to obtain a license or certificate required for performance, or
- (c) by either party upon written notice if the other party continues to violate a material provision of this MOU for thirty days after receiving written notice of the violation from the terminating party.

Termination of one or more Requests for Service under this MOU does not serve to terminate this MOU; unless otherwise terminated, the MOU remains effective without a request for service in order that a request for service may be added at a later time.

4. Dispute Resolution

If the parties cannot resolve a dispute arising from this MOU, they will submit the dispute to the SIEC for resolution pursuant to any process identified by the SIEC for this purpose.

5. No Indemnification

Participant and Operator each assumes its own liability for any claim arising out of this MOU.

6. General Terms

6.1. Governing Law

This MOU is subject to and will be interpreted under the laws of the state of North Dakota.

6.2. Whole Agreement

This MOU constitutes the entire agreement between the parties on this subject.

6.3. Amendments

Any change to the provisions of this MOU must be in writing signed by both Participant and Operator.

6.4. Notices

The parties will send any notices under this MOU to the following contacts:

Notices to Operator

Name: _____
Title: _____
Entity: _____
Address: _____
Phone: _____
Email: _____

Notices to Participant

Name: _____
Title: _____
Entity: _____
Address: _____
Phone: _____
Email: _____

6.5. Authority

Each person signing this MOU asserts that he or she has authority to sign and commit the Participant or Operator to the obligations of this MOU.

EXECUTED:

For Participant

Signature: _____
Date: _____
Name: _____
Title: _____
Entity: _____

For Operator

Signature: _____
Date: _____
Name: _____
Title: _____
Entity: _____

[SIRN] Request for Service

Pursuant to the Memorandum of Understanding (“MOU”) made by and between _____ (“Participant”) and _____ (“Operator”), effective on _____, Participant requests and Operator agrees to provide the following services on the [SIRN] network, as defined at [URL] (check all that apply):

Service Name	Quantity [potential examples]	Fee
<input type="checkbox"/> [SERVICE 1]	## radios	@ \$X/radio = \$\$\$\$/yr
<input type="checkbox"/> [SERVICE 2]	## subscribers	@ \$X/subscriber = \$\$\$\$/yr
<input type="checkbox"/> [SERVICE 3]	## sites	@ \$X/site = \$\$\$\$/yr
<input type="checkbox"/> [SERVICE 4]		
<input type="checkbox"/> [SERVICE 5]		

Participant-specific terms (controlling per MOU Sec. 2.2): [FOR EXAMPLE: By separate Asset-sharing Agreement dated XX/XX/20XX, Operator will use Participant’s Tall Hill tower site and receive a credit of \$XX per year against Participant’s bill for [SIRN] services.]

Term and Termination: This Request for Service is effective on the later date it is signed by each of the two parties and remains effective until terminated by either party. It is terminated when both parties agree in writing to terminate, or:

- (d) unilaterally by either party upon 30 days’ written notice, or
- (e) by either party upon written notice if that party is unable to meet its obligations under this Request for Service because of shortage of funds, change in law, or either party’s failure to obtain a license or certificate required for performance.

Termination of this Request for Service does not serve to terminate the associated MOU.

Requested on Behalf of Participant

Approved on Behalf of Operator

Signed: _____
Date: _____

Signed: _____
Date: _____

Name: _____
Title: _____
Entity: _____
Address: _____
Phone: _____
Email: _____

Name: _____
Title: _____
Entity: _____
Address: _____
Phone: _____
Email: _____