

Cisco Academy of Southwest Ohio Local Academy Agreement Mariemont City School District

This Cisco Academy of Southwest Ohio ("Agreement") is made on _____, between Mariemont City School District ("MCSD") and _____ ("Customer" and/or "Local Academy"), the entity identified on the signature page of this Agreement. WHEREAS, MCSD, desires to provide to Customer and Customer desires to secure from MCSD the services ("Services") set forth on Exhibit A, B, & C attached to this Agreement and incorporated herein by reference: NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. TERM AND RENEWAL

A. This agreement shall be for the period beginning _____ and ending _____ subject to any specific periods described in Exhibit A attached hereto and incorporated herein by reference.

B. Notwithstanding the foregoing, this Agreement shall not be renewed if Customer is delinquent in payments to MCSD at the time of the contract renewal.

II. PERFORMANCE

A. MCSD shall furnish Customer such Services as are described in attached Exhibit A.

B. Customer shall undertake its obligations set forth in attached Exhibits B and C.

III. CHARGES AND PAYMENT

A. Customer agrees to be solely responsible to MCSD for all charges billed by MCSD for services provided to customer under this Agreement. Charges for the Services provided under this Agreement will be billed to Customer on a quarterly basis, and all incidental and supplemental charges will be billed monthly in arrears as incurred. Where, applicable, supplemental charges include charges for additional training.

B. Payment of charges billed is due within thirty (30) days of Customer's receipt of the invoice. Late payments will be subject to a service charge of up to 1 % of unpaid fees per month. MCSD may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears more than sixty (60) days.

C. Charges are subject to change.

D. Where applicable, Customer agrees to pay MCSD for any additional costs as set forth in Exhibit A and/or stated or implied in this packet of information "MCSD Regional/Local Cisco Academy."

IV. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

A. MCSD shall be liable to Customer for failure to provide any services only if such failure to provide any services is due to the negligence of MCSD. IN NO EVENT SHALL MCSD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

B. It is agreed that MCSD shall not be liable for any damages incurred as a result of the errors or omissions of Customer, its personnel, employees, agents or users.

C. MCSD shall not be liable for failure to perform if such failure is due to causes or conditions beyond its control.

D. Customer may utilize the Services provided for educational and educational administrative related activities only. Where the Services provided include access to computer networks or public networks, MCSD does not warrant the functions of the network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall MCSD be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the MCSD network by Customer or its users.

E. Further, Customer understands and agrees that MCSD will exercise no control over the information that Customer and users may transmit and access as a result of the

provision of Services by MCSD and that, therefore, Customer will make no claim against MCSD for the network uses, including transmission, downloading or uploading of information that is offensive, a violation of law, or the actionable violation of others' rights. MCSD does not routinely monitor Customer's activities or pupil access to any of the interconnected systems and does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Some material contained in the interconnected systems may be inappropriate for school ages pupils.

F. Customer understands and agrees that MCSD shall have no responsibility for Customer's or its users' accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which MCSD's network is used. MCSD does reserve the right to monitor such transmissions if it determines, in its sole discretion, that such monitoring is necessary.

V. PROPERTY

A. All data files shall remain the property of Customer. In the event this Agreement is terminated, MCSD agrees to return all available files to Customer as soon as may be reasonably practical after the date of termination.

B. All equipment that is provided by Cisco shall remain the property of MCSD. In the event this Agreement is terminated, the Customer agrees to return all equipment to MCSD as soon as may be reasonably practicable after the date of termination.

VI. CONFIDENTIALITY OF INFORMATION

A. MCSD shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.

B. Except as required by law, MCSD agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, districts, or governmental agencies, without prior written consent from Customer.

C. Except as required by law, Customer agrees not to disclose any information or documentation obtained from MCSD.

VII. NOTICES

All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to MCSD:

Jim Renner
Mariemont City School District
6743 Chestnut St
Cincinnati, Ohio 45227

Phone: (513) 272-7500
Fax: (513) 527-5991
E-mail: jrenner@mariemontschools.org

2. If to Customer (Local Academy Administrative Contact):

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Telecopy: _____

E-mail: _____

3. Alternate contact for Customer (Local Academy Instructor Contact):

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Telecopy: _____

E-mail: _____

All other directions and information from those other than the primary and alternate contact of Customer must come from:

VIII. GENERAL PROVISIONS

A. Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

B. Waiver, Discharge, etc. This Agreement may not be released, discharged, changes or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provisions, nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to modify the terms of this Agreement.

C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

D. **Rights of Person Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.

E. **Serviceability.** In any provisions of this Agreement shall be deemed to create rights in persons not parties hereto.

F. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.

G. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

H. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be constructed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of this Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.

I. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.

J. Fully Understand and Freely Enter. The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that this Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

K. By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of Exhibits A, B, & C attached and incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

IN WITNESS WHEREOF, the parties have executed the Agreement to be effective on the date first set forth above.

CUSTOMER:

Printed name of Customer

Signature of Superintendent (or institution President)

Date

Signature of Treasurer or Fiscal Officer

Date

MARIEMONT CITY SCHOOL DISTRICT:

Signature of Director

Date

Signature of MCSD Chairperson

Date