

**CONSORTIUM AGREEMENT
GREAT PLAINS NETWORK (GPN)**

THIS AGREEMENT is entered into as of this FIRST day of AUGUST, 2003, between and among THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation, on behalf of MOREnet (hereafter "MOREnet"), the University of Missouri – Columbia, the University of Missouri – Kansas City, the University of Missouri – Rolla, and the University of Missouri – St. Louis; The University of Nebraska – Lincoln; North Dakota State University; The University of North Dakota; the University of Arkansas, Fayetteville; the University of Arkansas at Little Rock; the University of Arkansas for Medical Sciences; the University of South Dakota; the South Dakota School of Mines; South Dakota State University; the University of Kansas, The University of Tulsa; Kansas State University, Wichita State University, Oklahoma State University; and the University of Oklahoma (hereinafter called the organizing members).

WITNESSETH:

WHEREAS, the organizing members are themselves or are affiliated with state higher education institutions, and

WHEREAS, the organizing members have informally collaborated since at least 1998 in providing advanced network services to themselves and other educational institutions, and

WHEREAS, the organizing members seek to continue to advance the collaborative use of technology and networking in education and research, and

WHEREAS, the organizing members seek to continue to work together to share resources for the benefit of all, and

WHEREAS, the organizing members seek to continue to be connected to the greater Internet2 community as well as other high-speed networks in the United States and on other continents, and

WHEREAS, the organizing members seek to obtain advanced network capabilities at the lowest cost through economies of scale and other collaborative mechanisms, and

WHEREAS The University of Kansas Center for Research, Inc. ("KUCR"), a 501(c)(3) organization associated with the University of Kansas, has previously provided administrative, technical and other services to the organizing members but is no longer able to do so, and

WHEREAS MOREnet is willing and able to provide administrative, technical and other services to the organizing members for the purposes stated herein,

NOW THEREFORE, in consideration of the mutual benefits to be obtained herein the parties agree as follows:

I. GREAT PLAINS NETWORK (GPN)

- A. The organizing members agree to cooperate with one another, consistent with the terms and conditions of this Agreement, to continue the operation of the Great Plains Network (hereinafter referred to as GPN) for the purpose of supporting research and education through the use of advanced networking technology.

- B. Network services are intended to include connectivity to the Internet2, to other agency networks, and to the commodity Internet, as well as other services as directed by the Executive Council.
- C. GPN shall be managed and operated on a day-to-day basis by MOREnet either with its own employees or contractors consistent with its normal employment and business practices.

II. ORGANIZATION

A. CLASSIFICATION OF MEMBERS

1. Regular Members. Public or private United States institutions of higher education (or parts thereof) which are also Regular Internet2 Members (as defined by the national Internet2 guidelines) may become Regular Members upon approval by vote of the Executive Council, and are eligible for selection to the Executive Council in accordance with Section II.B.2 below, and may participate in any and all other affairs of the GPN.
2. Affiliate Members. Institutions and organizations that are a) Internet2 Sponsored Participants; b) Internet2 Affiliate Members; or c) other not-for-profit organizations, associations or for-profit corporations that collaborate with GPN members in the support of research and education through advanced networking may become Affiliate Members upon approval by a vote of the Executive Council.
3. Members shall be represented by Institutional Representatives appointed by their respective institutions or organizations, who shall act on behalf of the Members.

B. GOVERNANCE

1. The governance of GPN shall be equally shared by the members of the Executive Council. The Executive Council shall have full authority over all GPN affairs, including the formulation of an Acceptable Use Policy (AUP) to be followed by all members, the setting of fees and mechanisms for payment such as the state billing entities (SBEs) to be responsible for all financial transactions between GPN and members within a state.
2. The Executive Council shall consist of the institutional representatives of one regular member from each state selected by the regular member institutions of that state in the manner of their choosing and for a term of their own choosing.
3. The Executive Council shall elect one of its members as Chair and one of its members as Chair-Elect for one-year terms. The duty of the Chair (or in his or her absence, the Chair-Elect and / or their delegate) shall be to convene and conduct meetings.
4. A simple majority (50% plus 1) of the members must be represented for a quorum of the Executive Council. A simple majority of those present is required for the Executive Council to act.
5. The Executive Council shall appoint Committees from time to time as needed.
6. A Representative Council which includes the Institutional Representative from each member (see II.A.3 above) shall advise the Executive Council on services, fees and other matters pertaining to the governance of GPN.
7. The Representative Council shall serve as the primary conduit for GPN communications.
8. The Representative Council shall assist the Executive Council in the enforcement of the GPN Acceptable Use Policy.

C. MANAGEMENT AND STAFF

1. Oversight: The GPN Executive Council or its designated representative shall, consistent with University of Missouri policies and procedures, oversee the operations, research, consultative and other services for advancing the Mission of GPN.

2. Services: When seen as necessary or beneficial to the mission of GPN, the GPN Executive Council may advise MOREnet to contract for services of individuals or organizations to perform certain GPN work. In the event MOREnet has concerns regarding any such advice, MOREnet and the GPN Executive Council shall collaborate to seek a mutually acceptable resolution.

3. General Policies: GPN, its Executive Council and any consultants hired by MOREnet on behalf of GPN shall operate under applicable operating policies and procedures of the University of Missouri (UM), including but not limited to accounting, procurement, execution of contracts, employment, production of governance meeting minutes or records and other business practices. Such UM Policies are published and periodically updated on its public website and include:

General - <http://www.umsystem.edu/ums/departments/gc/rules/>,

Business - <http://www.umsystem.edu/ums/departments/fa/management/business/>,

Accounting - <http://www.umsystem.edu/ums/departments/fa/controller/>,

Human Resources - <http://www.umsystem.edu/ums/departments/hr/manual/>,

Record Retention - <http://www.umsystem.edu/ums/departments>

III. ADMINISTRATIVE SERVICES

A. General Operations.

1. Services: MOREnet shall provide GPN Administrative services including accounting, billing, procurement, and other business services. GPN shall reimburse MOREnet costs for these services, at rates agreed upon for each fiscal year.

2. Reporting: MOREnet shall provide monthly reporting to the GPN Executive Council of all GPN procurement, accounting, billing and contracting activities. GPN shall provide Executive Council meeting minutes and information regarding other pertinent development, research or other significant action to MOREnet on a timely basis.

3. Source and Use of Funds: The GPN Executive Council shall determine member invoicing for costs, and determine how collected funds are to be used. MOREnet shall be the legal custodian of GPN assets (including fund balances, equipment, software licenses and other tangible assets) on behalf of GPN, and shall manage those assets in compliance with University of Missouri policies and procedures, as stipulated in this Agreement.

B. MOREnet shall be reimbursed from funds generated by the operation of GPN for the total compensation, including all fringe benefits, provided by it to those employees hired by MOREnet to manage and operate GPN, or whose services are contracted for by MOREnet. The compensation of any employee working part-time for GPN and part-time for MOREnet shall be apportioned between GPN and MOREnet on the basis of the percentage of time allocated to each, and MOREnet shall account for GPN and MOREnet compensation separately. MOREnet shall also be reimbursed for all other expenses incurred by it in connection with the operation and management of GPN.

C. MOREnet shall:

1. receive and disburse funds related to its operations;
2. collect all fees from members;
3. pay for all approved charges for services obtained from providers and other outside sources;
4. maintain accounts payable and receivable related to the GPN operation; and
5. enter into contracts on behalf of GPN as directed by the Executive Council.

IV. GENERAL

- A. The term of this agreement shall begin on August 1, 2003 and end on June 30, 2004, and shall thereafter automatically continue from July 1 through June 30 on a year to year basis, unless terminated as provided herein.
- B. This agreement may be terminated at any time by agreement of all the Executive Council and by providing The Curators of The University of Missouri six (6) months notice.
- C. In the event this Agreement is terminated by the consent of all the Executive Council, any GPN assets held by MOREnet after all debts and obligations in connection with GPN have been satisfied shall be distributed to all regular members consistent with a plan of distribution to be determined by the Executive Council.
- D. This Agreement may be amended with the consensus, in writing, of the Executive Council and the approval of the Curators of The University of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative, the day and year first written above.

Organizing Consortium Members

THE CURATORS OF THE UNIVERSITY
OF MISSOURI for GPN

Note: Individually executed Organizing Member signature pages are under custody of the University of Missouri Legal Services Department.

As amended by GPN Executive Council November 9, 2006; May 11, 2007.