

**NOACSC
Northwest Ohio Area Computer Services Cooperative
Services Agreement**

Services for July 1, 2020 thru June 30, 2023

This agreement for the provision of a services ("Agreement") is entered into on this _____ day of _____, _____ between the **NOACSC** and Celina City Schools ("**USER**"), as verified by signatures on the signature page below.

NOACSC agrees and **User** agrees to be bound by all provisions of the Constitution for NOACSC.

NOACSC agrees to furnish and **User** agrees to purchase services subject to the terms and conditions which are incorporated herein. These services are offered to **User** subject to availability (to be determined by capacity limitations, prior sale, other user, and the combined requirements of all users).

NOACSC will notify **User** of days and hours during which individual services are normally available.

- **Services To Be Billed**

By having access to and using any of the services of **NOACSC**, **User** agrees to pay the applicable rates in the Fee Schedule as established by **NOACSC** Board of Directors.

- **Fee Schedule**

A fee schedule shall be maintained by the Board of Directors.

It is agreed that funds derived from both State and local sources shall be used solely for the operation of the **NOACSC** and under control of the duly elected Board of Directors.

User will be billed on an annual basis and agrees to pay all charges on the invoice(s) within thirty (30) days of receipt from **NOACSC**.

- **Set-up Assistance**

NOACSC agrees to provide necessary training for personnel assigned by the **User** in the areas of methods, procedures and requirements for using the services purchased by the **User** from **NOACSC** under the terms of this Agreement.

- **Record Retention**

All information relating to the **User's** records shall be the exclusive property of the **User**. The **NOACSC** agrees to hold the same in confidence and will instruct its personnel to keep such information confidential. Upon termination of this agreement, other than termination caused by default on the part of the **User**, the **NOACSC** will provide to **User**, upon written request, a machine-readable copy of the **User's** records, at a fee set by the Board of Directors.

- **Duty of Care**

The **NOACSC** shall not be liable for damage, loss of data, delays or errors occurring by reason of circumstances beyond its reasonable control.

NOACSC will assign User-ID codes, account numbers, and any other mandatory access feature(s) required to gain access to its computing applications. **NOACSC** will safeguard **User** file data placed in electronic storage to the same extent that **NOACSC** safeguards similar data of its own. To provide protection against the loss of **User** files, **NOACSC** will normally store a current on-line file for a reasonable period in an off-line storage location. **User** may use such optional entry or file passwords or other codes and/or sequences as are permitted by the system. However, **User** is solely responsible for their use. **NOACSC** has no obligation to furnish information about them or to reconstruct any files or data as a result of such use.

- **Improvements**

In order to offer the best service possible to all users, **NOACSC** may, from time to time, make changes in the rules of operation, languages, schedules, devices, equipment, storage facilities, identification codes and procedures, and other elements which are involved in the services referenced herein.

- **Facilities Management Services**

NOACSC will agree to provide the following facilities management services if the equipment provided by the **User** is deemed by the **NOACSC** to be compatible with the equipment of the **NOACSC** and if **User** agrees to obtain all updates to system software necessary to assure continued compatibility with the system software installed by **NOACSC** on its own system(s). However, all costs associated with the purchase, installation, operation and maintenance of the **User's** computing equipment shall be born by the **User**. The **NOACSC** will not bear any costs beyond those it customarily bears for its members which do not possess their own computing equipment.

- Installation of operating system software and updates.
- Installation of any purchased layered software products and updates to these products provided that the products are necessary to the services provided by **NOACSC** to users of its own equipment.
- Installation and updates of software provided by the State of Ohio.
- Installation and updates of software developed by **NOACSC** to work in conjunction with software provided by the State of Ohio.
- Provide procedures and training to perform full system backups and daily backups.
- System consultation and fine tuning of the operating system as it applies to the hardware configuration and user demand.
- Disaster backup services including off-site storage of data files in case of total destruction of both on-line and off-line data files, availability of **NOACSC** facility to ensure uninterrupted processing.
- Connection to the equipment of the **NOACSC**, providing electronic transfer of data and access to other **NOACSC** users as well as many other users throughout Ohio via the K12 network.

Where facilities management services are rendered, User agrees to pay all extra costs associated with the purchase, installation and maintenance of equipment at the site of the **User**. These costs include, but are not limited to, the equipment itself, the installation of the equipment, the maintenance of the equipment, software, and the maintenance of the software.

- **Indemnification**

The **User** shall indemnify and hold the **NOACSC**, its officers, employees, and agents harmless against any losses, claims, damages, judgments, liabilities or expense (including reasonable counsel fees) resulting from action taken or permitted by the **NOACSC** in good faith with due care and without negligence in reliance upon instructions or orders received from the **User** as to anything arising in connection with its performance under this Agreement.

- **Disclosure of Information**

All **NOACSC** programs and forms made available for use by the **User** shall remain the sole property of the **NOACSC** and may not be reproduced in any form, disseminated directly or indirectly, or disclosed by the User except as necessary in the provision of services under this Agreement. Upon termination of this Agreement, the User shall within ten (10) days, return to the **NOACSC** all documents, records, manuals, forms or other materials containing copyrighted material.

- **Assignment**

Any assignment of this Agreement without the express written consent of both the **User** and the **NOACSC** shall be void.

- **Causes of Action**

No action, regardless of form, arising out of services under this Agreement may be brought by either party more than one (1) year after the cause of action has occurred, except that an action for nonpayment may be brought within one (1) year of date of the last payment.

- **Applicable Law**

This Agreement shall be governed by the laws of the State of Ohio.

- **General**

User agrees that it will not use any services under this Agreement in connection with any illegal purpose or activity. **User** further agrees that its use will be in accordance with **NOACSC** conditions, rules and regulations as specified by manuals, User Guides, memoranda, or other means either supplied or made available to **User**.

NOACSC will comply with all Federal, State and Local laws. Without limiting the generality of the foregoing, **NOACSC** represents that the service furnished hereunder will be performed in compliance with all applicable regulations or orders of the Federal Communications Commission and State and Federal tariffs relating to data transmission.

This Agreement is for the sole benefit of the parties hereto and not for any other person(s) or legal entities.

Celina City Schools
Printed Name of District

_____ Date _____
District Representative Signature

_____ Date _____
NOACSC Executive Director Signature