

Social Planning Council of Cambridge & North Dumfries

DataWorks PAN Agreement 2006 (public access network)

This Agreement dated for reference _____, _____

Between: Social Planning Council of Cambridge and North Dumfries

And:

(Legal name and address of the DataWorksPAN site)

(primary contacts name)

BACKGROUND FACTS

- A. As part of the Social Planning Council's DataWorks PAN the participating site agrees to support a public access point for public access to the Internet.
- B. The Operator intends to operate a DataWorks PAN access site at _____
(Location of DataWorks Pan Site)
- C. The Social Planning Council's DataWorks Project intends to solicit for funding, on behalf of the Operator, for the purpose of operating the DataWorks PAN site.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1.0 REQUIREMENTS FOR OPERATION OF THE DATAWORKS PAN SITE

- 1.1. The Operator will retain ownership, title, and custody of any goods being utilized for the operation of the DataWorks PAN obtained prior to the signing of this agreement.
- 1.2. The Operator will not dispose of, or cease to use any goods acquired beyond the point of this agreement, unless it first obtains the written consent of the Social Planning Council and the DataWorks project.
- 1.3. In the event that the Operator ceases to operate the DataWorks PAN site, the Operator will surrender the ownership, title and custody of any hardware or software acquired with funds provided under this agreement to the DataWorks PAN to be utilized within the network.

2.0 FUNDING

- 2.1. The Social Planning Council's DataWorks project will pursue funding opportunities within non-profit and corporate funding venues. Funds, and resources obtained, will be delivered to participating sites to further enhance the DataWorks PAN and its goal to provide public access points in the local community.
- 2.2. The Operator agrees to display reference material, or brands, in order to fulfill funding requirements as directed by funding sources.
- 2.3. The Operator is welcomed and encouraged to seek funding sources individually aside from the DataWorks PAN. The Operator agrees not to infringe on the DataWorks or the Social Planning Councils brand without first obtaining written consent.
- 2.4. The Operator agrees to allow the Social Planning Council and the DataWorks project to utilize the host name/brand in order to strengthen funding potential. It is understood that the Social Planning Council will not subject the DataWorks PAN to funding participation from sources not keeping with the values and mission statements of either the SPC or the host organizations. Host sites retain the right to refuse funding participation based on professional considerations/conflicts.

3.0 ACCOUNTING, REPORTING AND AUDIT REQUIREMENTS

- 3.1. The Operator may be approached by the Social Planning Council of Cambridge and North Dumfries and/or the DataWorks project in order to share in the experiences of hosts offering public internet access. This material may be utilized for the purposes of funding, or media exposure. Sites retain limited rights not participate in media exposure. This must be stated in an accompanying document upon signing outlining limitations or special considerations agreed upon. (Refer to subsection 6.2)
- 3.2. The Operator agrees to allow the Social Planning Councils DataWorks project to gather and report information on the use of the DataWorks PAN site.
- 3.3. The Operator will provide the Social Planning Council,s DataWorks representative reasonable access to the Operator's premises for the purposes of maintenance and auditing. Any third party interest in site visitation will be cleared with the Operator prior to the visit.

4.0 TERM

- 4.1. This Agreement expires on December 31, 2006.

5.0 TERMINATION AND DEFAULT

- 5.1. Either party may terminate this Agreement after a minimum of seven days written notice to the other party.
- 5.2. If, at any time, the Social Planning Council's DataWorks project is of the opinion that the Operator has failed to operate the DataWorks PAN site in an acceptable manner, or has failed to fully comply with this Agreement, the Social Planning Council's DataWorks project may terminate this Agreement immediately by giving written notice to the Operator.
- 5.3. Any financial support provided for participating sites is contingent on funder participation. The Social Planning Council and the DataWorks project assume no responsibility for support outside of the agreements procured on the behalf of the DataWorks PAN.

6.0 INDEMNITY

- 6.1. The Operator shall indemnify and save harmless the Social Planning Council of Cambridge and North Dumfries, the DataWorks project, its employees or representatives from, and against all claims, demands, losses, damages, and costs of any kind based upon injury to, or death of, a person, damage to, or loss of, property arising from any wilful or negligent act, omission or delay on the part of the Operator or its servants or agents, in the operation of the DataWorks PAN site.
- 6.2. The Operator agrees to allow the Social Planning Council of Cambridge and North Dumfries to disclose the location and participation level of host sites for the purpose of media exposure and funding solicitation. Special circumstance will be made for sites offering secure services. Sites wishing to NOT participate in full disclosure for funding may sign in the box below requesting the Social Planning Council and the DataWorks project give special consideration to anonymity. These sites agree to general disclosure of information in funding proposals while retaining the right to anonymity.

(anonymity consideration clause)

7.0 GENERAL

- 7.1. Neither party may assign this Agreement, part of this Agreement, or an amount payable under this Agreement, without the prior written consent of the other party.
- 7.2. This Agreement is binding on the parties and their successors and permitted assigns.
- 7.3. Any provision of this Agreement prohibited by law or otherwise ineffective will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement.

IN WITNESS WHEREOF the parties to this Agreement, by their duly authorized representatives, have executed this Agreement.

 (Legal name DataWorks PAN host site)

 Address

 City

 Contact info

 Date

 (Legal name of DataWorks PAN Operator)

 Signature

 Printed Name

 Title

 Date

We actively and impartially participate in building and strengthening our communities through social change, innovation, research, analysis, and facilitation.