

iRODS Consortium Support Services Agreement

Version: Nov 30 2015

This Agreement is made between the University of North Carolina at Chapel Hill, on behalf of its Renaissance Computing Institute (hereinafter called "UNIVERSITY"), and _____ (hereinafter called "ORGANIZATION") with an address at _____.

WHEREAS, the iRODS data management system (hereinafter called "iRODS") is a data middleware technology developed by an open-source community; and

WHEREAS, the UNIVERSITY has established the iRODS Consortium (hereinafter called "CONSORTIUM") to provide long-term development and sustainability for iRODS, and to contribute to the further adoption and growth of iRODS-based data middleware technologies; and

WHEREAS, the ORGANIZATION wishes to procure services from the UNIVERSITY that support and sustain iRODS.

Now, therefore, for the mutual benefits and considerations each to the other, the parties hereto agree to the following terms and conditions:

1. The ORGANIZATION agrees to purchase from the UNIVERSITY, support services for iRODS, according to the rate specified in the iRODS Consortium Rate Table.
2. The UNIVERSITY shall provide support services at the _____ Priority Level, with benefits as set forth by the iRODS Consortium Rate Table.
3. The UNIVERSITY shall provide _____ Support Hours to ORGANIZATION to carry out the tasks set forth in the Statement of Work, which is appended hereto.
4. The UNIVERSITY shall provide support services, and the ORGANIZATION shall accept services and comply with the obligations set forth in the iRODS Consortium Terms of Service and the iRODS Consortium Hosting and Testing Terms, as applicable.
5. Unused Support Hours shall expire upon termination or expiration of this agreement.
6. ORGANIZATION shall nominate a Program Point of Contact (POC) and, optionally, a Technical POC. The Program POC shall be included in all communication pertaining to ORGANIZATION's contract status.
7. UNIVERSITY shall submit an initial invoice to the ORGANIZATION for the payment of fees within thirty (30) days after this Agreement is fully executed. Invoices will be due and payable in lump sum sixty (60) days after the ORGANIZATION's receipt thereof.
8. This agreement shall take effect upon ratification of this agreement by the ORGANIZATION and the UNIVERSITY. This agreement shall expire one year after taking effect.

9. ORGANIZATION may terminate this agreement at any time by giving UNIVERSITY written notice specifying the effective date of such termination. Upon termination, ORGANIZATION shall have no obligation to pay any additional fees; no fees already paid by the ORGANIZATION shall be refunded, regardless of the effective date of termination.
10. UNIVERSITY may terminate this agreement at any time, only if ORGANIZATION has failed to comply with this Agreement, including failure to pay its fees, provided that UNIVERSITY has provided ORGANIZATION with notice of such failure to comply and ORGANIZATION has failed to remedy such failure within 30 days of such notice.
11. ORGANIZATION acknowledges that the CONSORTIUM is a part of UNIVERSITY, which is the legal entity entering into this agreement with ORGANIZATION. ORGANIZATION further acknowledges and agrees that UNIVERSITY shall be responsible for the acts of its employees. The CONSORTIUM and UNIVERSITY are agencies of the State of North Carolina.
12. This Agreement is acknowledged to have been made and must be construed and interpreted in accordance with the laws of the State of North Carolina, United States of America, without regard for its conflicts of law provisions. Any dispute under this Agreement shall be litigated in courts located in the State of North Carolina.
13. This Agreement, together with the iRODS Consortium Terms of Service, iRODS Consortium Hosting and Testing Terms, and iRODS Consortium Rate Table, which are appended hereto, embodies the entire understanding of the parties, superseding any prior or contemporaneous representations, either oral or written, regarding this matter. Should the processing of this Agreement or the services contemplated under this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in their entirety. Only written modifications, signed by authorized representatives of both parties, will affect changes to this Agreement.

Authorized Representative of the ORGANIZATION

Authorized Representative of the UNIVERSITY

Statement of Work