

Alabama Community College System & Alabama Higher Education
Information Technology Joint Purchasing Agreement
Memorandum of Understanding

THIS Memorandum of Understanding is made on this the ___ day of _____, 20____ between the educational institution named Alabama Community College System (ACCS), with an address located at 135 South Union Street, Montgomery, Alabama 36104 and the education institution named, _____, hereinafter referred to as Participant, with an address located at:

Additional education institutions may become parties to this MOU upon the concurrence of the current parties acting through their authorized Joint Purchasing Administrator and upon execution of an addendum to this MOU in which the new party subscribes to its terms and conditions.

WHEREAS, TITLE 16, CHAPTER 61E, Code of Alabama 1975 as enacted by the Legislature of Alabama provides for the joint purchases of information technology by educational institutions; and

WHEREAS, the ACCS and the Participant (also hereinafter referred to as the “Parties”) desire to enter into a joint purchasing agreement for the competitive bidding and purchasing and/or leasing of information technology related to equipment, supplies, other tangible personal property, software, services or any combination of the foregoing, used to provide data processing, networking, or communications services;

NOW THEREFORE, it is mutually agreed as follows:

1. The Parties agree to enter into a joint purchasing agreement for the competitive bidding and purchase and/or leasing of information technology under provisions of Title 16, Chapter 61E.
2. The contracts for the joint purchase of information technology made by the Parties pursuant to this MOU shall be made and awarded after public advertising for bids and bidding pursuant to the terms and conditions of Title 41, Chapter 4 and Chapter 16, Code of Alabama 1975.
3. The parties to this MOU mutually agree that this Joint Purchasing Agreement was not designed to meet the requirements and specifications for E-Rate products and services and thus shall not use this Joint Purchasing Agreement for E-Rate purchasing.
4. The parties to this MOU have mutually agreed for the System Office of the Alabama Community College System to act as the Joint Purchasing Administrator pursuant to the terms of this MOU.
5. All parties specified in this MOU shall be notified in a timely manner of the contract(s) awarded under this MOU. Notification shall be in writing and/or other acceptable form as is mutually agreed by the parties.
6. When advertising for bids pursuant to this MOU, the ACCS shall provide that the terms and conditions of the contracts awarded under this MOU for the purchase and/or leasing of information technology shall be extended to all parties.

7. Each party pursuant to this MOU shall pay its share of expenditures for purchases under this MOU in the same manner as it pays other expenses of the educational institution. Each party accepts no responsibility for the payment of any purchases made pursuant to this MOU and intended for use by the other party.
8. Either party may terminate this MOU without cause upon thirty (30) day advance written notification. Termination shall not alter the obligations of the parties hereto regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.
9. Each party reserves the right to contract independently for the purchase of information technology without notice to the other party and shall not bind or otherwise obligate the other party to participate.
10. The parties to this MOU may not delegate the performance of any contractual obligation to a third party unless mutually agreed in writing.
11. This MOU constitutes the entire understanding between the parties and no terms may be waived, changed or modified except by the mutual written consent of the parties to this MOU.
12. Any provision of this MOU, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

WHEREFORE, the parties have caused this MOU to be executed on this _____ day of _____, 20____.

Participating Education Institution

Alabama Community College System

Participant Name

Signature

Typed/Printed Name

Title

Date

Signature

David M. O'Brien

Typed/Printed Name

Senior Associate Counsel

Title

Date

