Interagency Cooperation Contract

This Interagency Cooperation Contract ("Contract") is entered into by and between the State agencies shown below as Contracting Agencies, pursuant to authority granted in and in compliance with the Interagency Cooperation Act, Chapter 771, Texas Government Code.

I. Contracting Agencies:

The Performing Agency: The University of Texas at Austin
(on behalf of The University of Texas System
Office of Telecommunication Services ("UT OTS")

Contact Person: Rochelle Fant
ITS, Office of Telecommunication Services
P.O. Box 7580, C3800
Austin TX 78713-7580
(512) 232-2202

The Receiving Agency: Texas A&M-University, a member of the Texas A&M University System, an agency of the State of Texas

Contact Person: Rudolph Supak Jr,
Associate Director, TAMU IT
Texas A&M Information Technology
Texas A&M University
3142 TAMU
College Station, TX 77843-3142
(979) 458-9800

II. Statement of Services to be Performed:
The Receiving Agency will connect to network resources provided by the Performing Agency through either the Texas Backbone Network ("TX-BB") and / or the Texas Higher Education Network ("TREN") herein after called the "Network". Subject to Receiving Agency's compliance with the "Network" Use Policy (Appendix A attached and incorporated by reference), Performing Agency shall provide Receiving Agency. Such access is accomplished via Receiving Agency's connection to the "Network" backbone. The "Network" backbone interconnects all subscriber institutions, including Receiving Agency.

III. Basis for Calculating Reimbursable Costs:

<table>
<thead>
<tr>
<th>Service</th>
<th># of Units (Mbps) if applicable</th>
<th>Charge per Mbps</th>
<th>Amount per Month</th>
<th># of Months and dates</th>
<th>Total For Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circuit Transport Services and Cross Connect: Corpus Christi, El Paso, McAllen and San Antonio</td>
<td></td>
<td>$2,079.66</td>
<td>9/21/2017 - 8/31/2018</td>
<td>$24,955.92</td>
<td></td>
</tr>
<tr>
<td>Total Amt. of Contract</td>
<td></td>
<td>$2,079.66</td>
<td></td>
<td></td>
<td>$24,955.92</td>
</tr>
</tbody>
</table>
IV. Contract Amount:

The total amount of this Contract shall not exceed $24,955.92 (Twenty-four Thousand Nine Hundred Fifty-Five Dollars and Ninety-two Cents).

V. Payment for Services:

Performing Agency will invoice Receiving Agency for services on a monthly basis.

Receiving Agency will remit payment to Performing Agency for services satisfactorily performed under this Contract within thirty (30) days from receipt of invoice.

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to the Performing Agency.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. Term of the Contract:

This Contract is effective as of the later of September 1, 2017 or the date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2018.

VII. Termination:

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

VIII. Loss of Funding:

Performance by a Contracting Agency of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Agency's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Agency, or a Contracting Agency's governing board fails to allocate the necessary funds, then the Contracting Agency that loses funding may terminate this Contract without further duty or obligation under this Contract.

IX. Certifications:

The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory
functions and programs of the affected State agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Contract to be effective as of the Effective Date.

Performing Agency:
The University of Texas at Austin

By: 
Linda Shaunessy
Business Contracts Administrator
Date: 11/2/2017

Receiving Agency:
Texas A&M University

By: 
Name: Lindy M. Beasley
Title: Executive Director, Contract Administration
Date: 11/17/2017
Appendix A: THEnet Use Policy at The University of Texas at Austin

Network Abuse

Office of Telecommunication Services ("OTS") takes a direct and immediate interest in protecting the operational integrity of the network from any activity at a THEnet subscriber site which causes disruption of communications services on THEnet or elsewhere on the Internet. In order to protect the network from any such occurrence, THEnet subscriber organizations must be able to physically locate any given computer based on the IP address assigned to it and, upon request, remove that computer from the network or revoke the computer user’s access to that and other computers, as appropriate. In any case where on-going disruption of communications services on THEnet or elsewhere on the Internet is traceable to a particular THEnet subscriber organization and such activity cannot be controlled by that subscriber, then the subscriber’s THEnet connection may be shut down until the disruptive activity has ceased.

IP Spoofed Address Denial of Service (DoS) Attacks

OTS requires that THEnet subscribers configure their router(s) in such a way as to prevent their site’s participation in so-called ‘smurf’ and other IP spoofed address attacks on other Internet sites.

The intended result of this policy is 1) to prevent a smurf attack or other IP spoofed address attack from originating at a THEnet subscriber site, and 2) to prevent the use of a THEnet subscriber as an intermediary ‘amplifier’ site.

Please see “Preventing IP Spoofed Address Denial of Service (DoS) Attacks” document at http://www.the-net/tools/docs/dosattacks.php for an example of how to configure your router against DoS attacks.

Spam

Transmission of unsolicited bulk email (“Spam”) by a THEnet subscriber is strictly prohibited, including the maintenance by a THEnet subscriber of ‘open relay’ systems permitting such transmission by third parties. Additionally, a THEnet subscriber may not host a network service (web-based or other) that is advertised in unsolicited bulk email, even though such email originates in other networks. Repeated infractions of this Spam policy will be considered grounds for termination of THEnet service.

Resale of THEnet Connectivity

The resale of THEnet/Internet access by any THEnet subscriber is prohibited.