

Peering Agreement

This Agreement is between the Colorado State Board of Agriculture by and through Colorado State University for the use and benefit of Academic Computing and Networking Services (**the University**) and [Peering Company] with business address at _____ (**Connector**), to establish a network peering connection at the Fort Collins Community Network (FCCN), an unincorporated association, as allowed per C.R.S. §24-37.5-203.

The parties agree as follows:

1. This Agreement consists solely of this form.
2. The shared networking infrastructure is termed the FCCN Point of Presence (FCCN PoP), and is housed in Room E7, Engineering Building, 100 Isotope Drive, Colorado State University, Fort Collins, Colorado, 80523. The University will grant Connector access to this infrastructure, but the Connector must be escorted while on CSU property by CSU networking staff. Connector agrees to use its best efforts to give the University advance notice of its intent to access the FCCN PoP.
3. The University agrees to support the shared Internet infrastructure on a “best efforts” basis. In particular, the shared infrastructure is expressly not supported on a 24 hour per day, 7 day per week basis.
4. The University agrees to operate the FCCN network node at the FCCN PoP, including engineering, equipment configuration, equipment monitoring and traffic measurement.
5. Connector shall be responsible for establishing and maintaining its connection to the Commodity Internet router at the FCCN PoP, including all expenses associated therewith, except that the University shall supply a port on its router for the connection at no cost to Connector.
6. Connector agrees to establish a BGP peering session with the FCCN to exchange traffic between the Connector’s network and FCCN participants. Connector shall ensure that no traffic that is not destined for FCCN participants shall be delivered to the FCCN PoP, i.e. Connector shall ensure that no transit traffic shall be delivered to the FCCN PoP.
7. The term of this agreement shall be from the date executed through June 30, 2002. This agreement shall be subject to five (5) one-year renewals, except if either party notifies in writing the other party of its intent to cancel on or before 30 days prior to the renewal date of June 30.
8. The University enters into this Agreement by permission of the Colorado Government Technology Services, Division of General Support Services, State of Colorado, under Governor’s Executive Order. The University reserves the right to cancel this agreement at any time, if the State disallows the actions agreed to herein, by giving Connector 60 day’s written notice.
9. Connector may cancel this agreement at any time by giving the University 60 day’s written notice.
10. Any legal proceeding arising from this Agreement shall be filed in the City and County of Denver, State of Colorado.
11. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and approved by CSU and the State Controller. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Executed and approved as of the latest date shown.

CONNECTOR SIGN HERE

By: _____
Name: _____
Title: _____
Employer ID: _____
Date: _____

CSU SIGN HERE

**State Board of Agriculture by and through
Colorado State University:**

By: _____
Name: _____
Date: _____

Arthur L. Barnhart, State Controller or designee:

By: _____
Name: _____

Legal Sufficiency Review:

By: _____
Name: _____

Approvals:

By: _____
Jason Huitt, Director of Networking
and Telecommunications