

## MEMORANDUM OF UNDERSTANDING

Between:

**Northampton Community Television (NCTV)**

and

**The City of Northampton**

The Parties to this Memorandum of Understanding (MoU) agree to the following

### **Article 1 : Purpose and Scope**

The City of Northampton (the City) will allow NCTV the exclusive use of four (4) pairs of dark fiber-optics strands on selected buildings on the City's Wide Area Network (WAN).

### **Article 2 : Conditions and Arrangements**

- NCTV is responsible to activate (light) their assigned dark fiber pairs and all its associated costs.
- The fiber will be used primarily for video transmissions related to City and school business.
- City fiber shall not be used to transmit commercial programming.
- NCTV shall not sublease the use of the fiber.
- NCTV will provide all equipment needed to light the strands assigned to them, including but not limited to video encoders/decoders, Ethernet patch cords, fiber patch cords, network switches, UPS.
- NCTV is solely responsible for technical support of their equipment and connection. NCTV will not receive technical support from City or School's staff.
- The City authorizes two (2) pair of strands for the exclusive use of NCTV from the Municipal Offices building (Puchalski) to Northampton High School and, two (2) pair of strands from JFK Middle School to Northampton High School. Additional buildings could be added in the future subject to amendment to this document.
- The City will provide access to NCTV to the City buildings for installation purposes during regular City business hours.
- NCTV staff or representatives with access to City/school facilities are subject to CORI checks.
- NCTV will coordinate NPS building access for installation purposes with NPS staff.
- NCTV traffic will be completely isolated from City/schools network traffic. At no moment NCTV traffic will be routed through fiber strands carrying City/schools data.
- NCTV is responsible to provide and pay for its own Internet access. The City nor the schools will provide Internet access to NCTV.

- Conditions in the Northampton Cable Access Television Agreement between NCTV and the City supersede this MoU whenever there is conflict between the two.
- The City reserves the right to review this MoU yearly with an option to terminate for problems not corrected after a notification and correction period of 30 days.

**Article 3: Timing**

- NCTV will have access to the four (4) pairs of dark fiber strands within the next twelve (12) months upon the execution of this agreement.

**Article 4 : Future cooperation**

- Requests to modify this MoU need to be in writing and approved by the City.
- Renewals to this MoU coincide and are contingent on the 10 year license renewal with NCTV to operate the community television studio.

This MoU elucidates the general conditions and arrangements for future cooperation between the concerned parties

Signature: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_