

An Agreement between the Midwestern Higher Education Commission (MHEC) and the Western Interstate Commission for Higher Education (WICHE) for Eligibility of Western State Entities to Purchase from Various MHEC Technology Contracts

Recitals

1. MHEC has entered into various technology contracts (MHEC Contracts) for the benefit of and use by the public and not-for-profit institutions of higher education located in the MHEC member states;
2. In some instances MHEC member state and local governmental entities as well as not-for-profit entities having an affiliated interest in education may also use the MHEC Contracts;
3. MHEC conducted competitive bid processes prior to entering into the MHEC Contracts;
4. WICHE desires to have the MHEC Contracts made available for use by the public and not-for-profit institutions of higher education located in the WICHE member states; and where applicable, WICHE member state and local governmental entities and not-for-profit entities having an affiliated interest in education.

Terms

1. The MHEC Contracts made available for use by WICHE member public and not-for profit higher education institutions, and where applicable, WICHE member state and local governmental entities and not-for-profit entities affiliated with education are set forth in Exhibit A attached hereto.
2. Exhibit A may be amended from time to time by mutual agreement of the parties.
3. Individual MHEC Contracts as set forth in Exhibit A will be automatically deleted from Exhibit A upon the termination of said individual MHEC Contract.
4. The MHEC Contracts will be referred to as the MHEC Technology Contracts in collaboration with the Western Interstate Commission for Higher Education.
5. An administrative fee will be assessed quarterly by the non-MHEC signatory to each of the MHEC Contracts (the "Vendor") on all entities in the WICHE region purchasing from the MHEC Contracts ("Administrative Fee"). The Administrative Fee for each contract is detailed in that contract and is available on the MHEC technology website (www.mhectechnology.org).
6. The Administrative Fee assessed on entities in the WICHE region will be split evenly between MHEC and WICHE.
7. Upon receipt of the Administrative Fee from the Vendor, MHEC shall distribute to WICHE the WICHE portion of the Administrative Fee.
8. WICHE shall inform entities in the WICHE member states about the MHEC Contracts when asked.
9. WICHE acknowledges that MHEC is not liable or responsible for the acts or omissions of the Vendors on the MHEC Contracts.

9. This Agreement shall supersede all previous agreements between the parties as to its subject matter and shall terminate upon thirty (30) days prior written notice by either party. In the event this Agreement is terminated, each MHEC Contract set forth in Exhibit A at the time of termination shall remain available for use by WICHE entities until said MHEC Contract expires or is terminated.

Signed




Signature
DAVID A. LONGENECKER
PRESIDENT

Name and Title

7.15.09

Date



Signature
Larry A. Isaak
President

Name and Title

7/31/09

Date