

ShareIT Memorandum of Understanding - SRNET Members

Shared Procurement and Vendor Management Services

For good and valuable consideration, the parties hereto (each named a **"Party"**, and both named **"Parties"** as applicable) agree as set out in this Shared Procurement and Vendor Management Services Memorandum of Understanding (**"MOU"**) as follows:

(1) Parties

This MOU between CYBERA Inc. (**"CYBERA"**), Saskatchewan Research Network Inc. (**"SRNET"**) and **[to be inserted]** (**"Member"**), each a Party or collectively the Parties, will govern the shared procurement and vendor management services (**"Services"**) undertaken by CYBERA and SRNET for the collective benefit of their Members.

There are three categories of members: Member, Participating Procurement Member, and Participating Member. For greater clarity, a Member will maintain the status and obligations of a Member in accordance with provisions of this MOU, but may in addition, depending on the circumstances and in accordance with the defined meanings in this MOU attain the status of a Participating Procurement Member and/or a Participating Member.

(2) Definitions

In this MOU, the defined terms shall be as set in this MOU and in the **Definitions Schedule**.

(3) Schedules

The following Schedules are attached to and form an integral part of this MOU:

- (a) Definitions Schedule
- (b) Confidentiality Schedule

(4) Order of Precedence

In the event of any conflict or inconsistency between the MOU, and any schedule, the following is the order of precedence of the documents comprising this MOU:

- (a) MOU
- (b) Definitions Schedule
- (c) Confidentiality Schedule

(5) Intention

It is the Parties' collective intention that:

- (a) each Service undertaken will be guided by CYBERA's and SRNET's [ShareIT Procurement Policies and Procedures](#);
- (b) each Party will dedicate resources where required for each shared procurement initiative for the benefit of its Members ("Project") which the Participating Member participates in;
- (c) each Party will identify and inform the other Parties of possible opportunities within its institution that could effectively use the Services;
- (d) each Party will support collaboration efforts to leverage and share learnings;
- (e) by undertaking the Services CYBERA and SRNET will be able to offer third-party products and/or services to its members under a Master Agreement ("Master Agreement") at a lower cost to members than they could obtain by contracting for such products and/or services individually; and
- (f) this MOU lays out the expectations of each Party for the Services undertaken during the term of the MOU.

(6) ShareIT Policies and Procedures

The Member acknowledges and agrees to the provisions of the [ShareIT Procurement Policies and Procedures](#) located in the ShareIT Wiki by executing this MOU.

(7) Services Description and Scope

- (a) CYBERA and SRNET will use reasonable commercial efforts to provide the Member with the Services. It is expected that as part of providing the Services, a Master Agreement will be negotiated between CYBERA, SRNET and third-party vendors covering various products and/or services;
- (b) In providing Services, CYBERA and SRNET will be relying in part, on various committees that are made up of representatives from various Members. The key committees and groups are as follows:
 - i. ShareIT Oversight Committee (PSI only);
 - ii. Share IT Advisory Committee (PSI only);
 - iii. ShareIT Procurement Committee; and
 - iv. ShareIT Working Group
- (c) If the Member wishes CYBERA and SRNET to enter into a Project, then CYBERA and SRNET will provide the Participating Procurement Member with information to participate, which will contain the following:
 - i. a description of the products and/or services to be supplied under that Project;
 - ii. the name of the third-party vendor, if known;
 - iii. the anticipated effective start date and term of that Project, if known;
 - iv. the deadline by which the Member must advise CYBERA and SRNET whether it will participate in the Project; and

- v. such other information regarding the third-party vendor, the products and/or services or the procurement process as CYBERA and SRNET may determine.
- (d) The Member understands and agrees that CYBERA and SRNET may require a minimum level of participation by its Members in order for CYBERA and SRNET to enter into or maintain a Master Agreement in a cost-effective manner. If CYBERA and SRNET determine that there are fewer Members participating under a Master Agreement than are necessary for it to obtain the applicable products and/or services thereunder in a cost-effective manner it will not proceed with a Project.
- (e) All Projects are governed on an opt in/opt out basis. If the Member does not indicate in writing that it wishes to opt into a Project by the applicable deadline, or if the Member advises CYBERA and SRNET that it declines an opportunity to opt in, then the Member will have no right to participate in the Project or the related Master Agreement unless the Member is subsequently added as a participant under the terms of the Master Agreement.
- (f) CYBERA and SRNET will provide each Member an opportunity for the Member to participate in CYBERA's and SRNET's working groups and evaluations committees as a Participating Procurement Member for the procurement undertaken;
- (g) CYBERA and SRNET will provide to each Participating Procurement Member:
 - i. an RFx or other competitive bid process documentation for the Participating Members;
 - ii. management of the procurement process for the products and/or services to be provided under the Master Agreement, including responses to inquiries during the RFx process;
 - iii. an inclusion of the right for the Participating Member to participate under the Master Agreement; and
 - iv. negotiation of the Master Agreement.
- (h) CYBERA and SRNET will provide to each Participating Member:
 - i. management of the Master Agreement to ensure that the third-party provider fulfills its obligations thereunder;
 - ii. monitoring of all service level commitments made by the third-party provider, including implementing escalation procedures as necessary;
 - iii. lifecycle management of the Master Agreement including regular provider meetings, performance evaluations; and
 - iv. a description of the Services being secured.
- (i) The Participating Procurement Member is responsible to:
 - i. fully cooperate with CYBERA and SRNET in collaboration with other Participating Procurement Members to facilitate the RFx process and reaching a Master Agreement;
 - ii. review all of the RFx documentation and provide applicable feedback, prepared in collaboration with other Participating Procurement Members;
 - iii. provide information on a timely basis which is reasonably requested by CYBERA and SRNET, and participate in evaluation of submissions;

- iv. ensure that the ShareIT RFX Evaluator Non-Disclosure Agreement is signed by the evaluator;
- v. abide by and support the outcome of the evaluation process;
- vi. work to enter into an individual contract with the preferred proponent after the Master Agreement has been finalized pursuant to the terms in the RFX document;
- vii. Upon signing a Participation Agreement, the Participating Member acknowledges that purchase information from the Service Agreement will be shared by the Vendor to CYBERA and SRNET upon execution of the Master Agreement for the purposes of contract management and reporting.
- viii. CYBERA and SRNET may request purchasing information, which is applicable to the scope of any Master Agreement, for tracking, audit and vendor performance purposes, which may not be unreasonably withheld, and
- ix. complete all Project specific tasks and roles as developed by CYBERA and SRNET in collaboration with the ShareIT Working Group members and as outlined by the Terms of Reference as outlined in the ShareIT Framework.

(j) If the Member wishes to participate, i.e. opt in, in the Project, then it will become a Participating Member by signing a Participation Agreement under the related Master Agreement.

(8) ShareIT Fee

The Member acknowledges that CYBERA and SRNET will incur direct and indirect costs in fulfilling its role in Projects undertaken and such costs will be reimbursed to CYBERA and SRNET by the Member (the "**Fee**") on the following basis:

- (a) CYBERA's and SRNET's Services will be provided on a cost recovery principle. The Fee will be structured to recover CYBERA's and SRNET's costs based on direct staff time, including responsible managers, as well as indirect costs. Indirect costs will be assessed as a percentage of direct costs, and cover expenses for client services support, office overhead, billing, meeting support, and other back office functions.
- (b) The Fee is charged by CYBERA to and paid by SRNET.
- (c) Without prior approval from ShareIT's Oversight Committee, no capital costs will be incurred by CYBERA and SRNET nor consequently reimbursed for providing this service.
- (d) Any costs, including loss of revenue, downtime, or any other direct or indirect costs incurred by the Participating Member in participating in the Services, the Master Agreement or a Project will not be reimbursable unless approved in advance by CYBERA and SRNET.

(9) Indemnification

The Member agrees to defend, indemnify and hold harmless CYBERA and SRNET, their agents employees, officers or directors from and against any Loss or any applicable proportionate share sustained or incurred by CYBERA and SRNET, their agents, employees, officers or directors which arises or results directly from the Member's receipt of Services under this MOU or any agreement that is formed pursuant or in relation to this MOU.

For purposes of the MOU, "Loss" means: any loss liability, action, suit, claim, demand, damage, charge, fine, penalty or assessment including the costs and expenses of any action, suit, claim, demand, damage, charge, or assessment, judgement, settlement or compromise and all interest, fines, penalties and reasonable professional fees and disbursements; but excluding any indirect, special, punitive or consequential losses or damages.

Each Member shall be responsible for the greater of the following:

- (a) the Loss that was caused by the Member; or
- (b) the proportionate share of a Loss with respect to the MOU if multiple Members caused the Loss.

The proportionate share of a Loss will be considered to be the pro-rata share of the Loss that will be attributed to that Member or on the basis of the Participating Member's participation in the applicable Project or Service from which the Loss arises.

(10) Insurance

Each Party shall maintain sufficient comprehensive general liability insurance in place to satisfy its obligations under this MOU. Any Party to this MOU shall be entitled to require of any other Party disclosure of the details of such comprehensive general liability policy. Further, the Parties agree to make reasonable commercial efforts to cause their respective comprehensive general liability insurers to name each other as an additional insured in the other Party's insurance policy.

(11) Confidentiality and Non-Disclosure

(11.1) Use

The Member may only use and copy the Confidential Information in support of the applicable Project.

(11.2) Identification

Where the confidential nature of any Confidential Information disclosed in tangible or electronic form is not evident from the context or content of such information, it should be marked or otherwise identified by CYBERA or SRNET as being confidential. Information disclosed orally should be identified as confidential at the time of disclosure.

Notwithstanding the foregoing, in no event shall the absence of such a mark, legend, identification or confirmation relieve the Member of the obligation to treat as confidential information which would be considered confidential by a person exercising reasonable business judgement.

(11.3) Confidentiality

Except as provided in this MOU, the Member agrees not to disclose, divulge or otherwise make any Confidential Information available to any person, firm, partnership, corporation, governmental body or any other entity without the prior, written consent of the CYBERA and SRNET. This Confidential

Information is for the benefit of CYBERA and SRNET, and their Members, and remains the property of CYBERA and SRNET at all times.

The Member may disclose the Confidential Information to its Permitted Representatives on a “need to know” basis as provided in the **Confidentiality Schedule** in Section 1 (Subsequent Disclosure) and will (a) inform all Permitted Representatives of the restrictions on the use and disclosure of the Confidential Information; (b) direct all Permitted Representatives to keep the Confidential Information in the strictest confidence and to use such information only for the purpose of assisting or advising in connection with the procurement process.

The Member shall use best efforts to resist or limit disclosure or minimize the extent of disclosure of the Confidential Information.

The Member also agrees that, during a procurement process, and at any time thereafter, that it will not use, or aid or facilitate others to disclose or to convey to others, any Confidential Information related to a ShareIT procurement.

Specifically, the Member agrees not to use any Confidential Information for the purposes of “bid shopping” or to aide in negotiations for similar services or products.

(11.4) Publication

It is the exclusive right of CYBERA and SRNET to publish, disclose, present, or otherwise make public, any information in respect of ShareIT, provided that where any information proposed to be published, disclosed, presented or otherwise made public includes any Confidential Information of a Member, CYBERA and/or SRNET will obtain the prior written approval of the Member;

CYBERA and/or SRNET may publish any information or data that is aggregated or does not otherwise identify the Member.

(11.5) Publicity

All publicity by the Member regarding CYBERA, SRNET, this MOU or any related Agreement shall be subject to the prior written approval of CYBERA and/or SRNET.

(11.6) Breach

The Member understands that any breach of the above obligations resulting in the wrongful disclosure or use of the Confidential Information e.g. “bid-shopping”, may result in irreparable injury to CYBERA, SRNET and the ShareIT community, and may result in termination of ShareIT Membership.

The Parties agree that the harm suffered by the injured Party may not be compensable by monetary damages alone and accordingly, that the injured Party shall, in addition to other available or equitable remedies, be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting security and without having to establish the inadequacy of any other remedy available to it. Any such relief shall be in addition to and not in lieu of monetary damages. The Member hereby undertakes not to make

any defense in proceedings regarding the granting of an injunction or specific performance based on the availability to CYBERA and/or SRNET of other remedies.

(11.7) No Warranties

CYBERA and SRNET do not make any representation or warranty as to the accuracy or completeness of the Confidential Information it has disclosed, and all Confidential Information is provided "AS IS". CYBERA and SRNET hereby disclaim all liability for any direct, indirect, special, incidental or consequential damages, however caused, pertaining to the Confidential Information or the use or possession thereof by the Member.

(11.8) Confidentiality Schedule

Additional confidentiality provisions and obligations are set out in the **Confidentiality Schedule**.

(12) Vendor Contracts

'As Is'

CYBERA and SRNET make Vendor contracts available to Members on an "as is, where is" basis. While a Participating Member may enter into negotiations with Vendors to establish a Participating Member's specific terms applicable to any part of a Vendor contract, CYBERA and SRNET assume no responsibility to do so on any Participating Members behalf.

(12.1) Compliance

Participating Members shall comply with the provisions of Vendor contracts used by Participating Members.

(12.2) Disputes

CYBERA and SRNET may, but shall have no obligation to, assist with the resolution of disputes between Participating Members and Vendors.

(13) Term and Termination

The initial term of this MOU will be for a period of one year commencing on **[to be inserted]** unless terminated sooner as provided in this MOU.

At the end of the initial term and any renewal term, this MOU will renew automatically for a consecutive additional term of one year, unless either party notifies the other that it will not renew the MOU at the end of the initial term or then-current renewal term, as applicable, by giving not less than 60 days' prior written notice.

The Participating Member's right to continue to participate in past, current and future Services will terminate immediately upon termination of this MOU.

(14) Termination of Participation under Master Agreement

CYBERA or SRNET will give the Member written notice of any termination of a Master Agreement.

The Participating Member understands and agrees that its ability to terminate its participation under a particular Master Agreement may be subject to certain restrictions and limitations imposed on CYBERA and/or SRNET under that Master Agreement and/or may require CYBERA and/or SRNET to pay liquidated damages or other similar costs under that Master Agreement (including increased prices as a result of a lower member participation rate under that Master Agreement). Notwithstanding any other provision of this MOU, the Participating Member shall be required to comply with such restrictions and limitations and to pay such liquidated damages or other similar costs as a consequence of the Participating Member terminating its participation under that Master Agreement.

(15) Dispute Resolution

In the event of a dispute or disagreement between the Parties, or in the event a breach of any requirement of this MOU ("**Dispute**"), the Parties will escalate the matter and will use reasonable efforts to resolve the Dispute in a timely manner by reference of the Dispute to the highest level of management within their respective organization and, if necessary, by delivery of an escalation notice by one Party to the other.

As of the date of such notice, the parties will endeavour to allow at least 20 days for such highest level of management to resolve the Dispute using reasonable efforts before taking further action. Subject to the provisions of the MOU, each Party shall continue performing its obligations during the resolution of any Dispute.

(16) Communications

(16.1) Notices – General

Any notice, demand, request, consent, approval, or acceptance required or contemplated to be given or made hereunder (a "**Notice**"), shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person and left with a receptionist or other responsible employee of the relevant party at the applicable address set forth below;
- (b) sent by prepaid registered post addressed to the address set forth on the first page hereof; or
- (c) sent by any electronic means of sending messages, which can produce a paper record (in this Section an "**Electronic Transmission**") during normal business hours on a Business Day charges prepaid;

in case of CYBERA

Mailing address

200 - 3512 33rd Street NW
Calgary, Alberta
Canada T2L 2A6
Attention: Anna Leung
Email: finance@cybera.ca

and

in case of SRNET

Mailing address

105F - 111 Research Drive
Saskatoon, Saskatchewan
Canada S7N 3R2
Attention: Chad Coller
Email: ccoller@srnet.ca

and

in the case of the Member

Mailing address

[to be inserted]
Facsimile: **[to be inserted]**
Email: **[to be inserted]**

Each Notice sent in accordance with this Section shall be deemed to have been received:

- i. on the day it was delivered or on the first Business Day thereafter if it was delivered after 5:00 p.m. or if the Day on which it was delivered was not a Business Day;
- ii. on the fifth (5th) mail delivery Day following the Day on which it was posted; or
- iii. on the first Business Day after it was sent by Electronic Transmission.

(16.2) Changes

Either Party may change its address for notice by giving notice to the other Party (as provided in this Section 16. A Party must always provide an address for notice to which Notices can be personally delivered.

(16.3) RFX

All communications with CYBERA and/or SRNET regarding any aspect of an RFX up until any contract award notification must be directed to the RFX Coordinator as set out in an RFX.

Neither the Evaluator, nor any person from the Participating Member shall agree to initiate or respond to any external inquiry relating to the RFX.

(17) General

This MOU:

- (a) authorizes CYBERA and SRNET to contact the Participating Member's contact person identified on the first page by email for purposes related to this MOU;
- (b) may be amended or modified only by a written instrument executed by authorized representatives of the Parties hereto;
- (c) states the entire agreement as between CYBERA, SRNET and SRNET Members with respect to ShareIT shared procurement and vendor management Services and membership rights and

- obligations (without regard to, or impact upon, any agreements between CYBERA, SRNET and Vendors);
- (d) supersedes all prior negotiations, understandings and agreements, written or oral, regarding such subject matter; and
 - (e) shall be governed and construed as to both substantive and procedural matters in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Any Disputes arising in connection with this MOU shall be settled in accordance with this MOU and by any competent court in the Province of Alberta; and
 - (f) is not assignable by any Party without the prior written consent of the other Party.

(17.1) Survival

In addition to the length of survival of any provision which may be explicitly stated in this MOU, all of the indemnification and confidentiality obligations shall survive the expiry or termination of this MOU, as shall all other provisions of this MOU which, by their nature, might reasonably be expected to survive.

(17.2) Counterpart

This MOU may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement and shall come into effect upon the delivery of the last executed copy to the other Party.

Effective this _____ day of _____, _____.

[Insert Participating Member Name]	CYBERA Inc.	SRNET Inc.
Signature:	Signature:	Signature:
Name (Printed):	Name (Printed):	Name (Printed):
Title:	Title:	Title:

Definitions Schedule

- A. **"Business Day" or "Business Days"** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m (Mountain Daylight or Standard Time),, except when such a day is a general holiday, as defined in the *Employment Standards Code (Alberta)* or as otherwise agreed to by the Parties in writing;
- B. **"Confidential Information"** means
- a. all information in the possession or control of a Member relating to ShareIT procurements, and includes without limitation, all information contained within the proponent's response, scoring and evaluation documentation, and verbal and written information used as part of the evaluation process; and
 - b. all information, knowledge, data, documents or property related to any procurement process i.e. RFX it is participating in within the ShareIT program, including without limitations all electronic or physical embodiment of the Confidential Information but excludes any information which is listed in the **Confidentiality Schedule** Section 6 (Exclusions);
- C. **"CYBERA Inc."** is a not-for-profit organization responsible for overseeing the development of Alberta's cyber-infrastructure and is often referred to as CYBERA in this MOU;
- D. **"SRNET Inc."** is a not-for-profit organization responsible for operation of Saskatchewan's Research and Education Network and is often referred to as SRNET in this MOU;
- E. **"Dispute"** has the meaning set out in Section 15;
- F. **"Electronic Transmission"** has the meaning set out in Section 16.1;
- G. **"Fee"** has the meaning set out in Section 8.
- H. **"Member"** means any CYBERA or SRNET ShareIT Member in good standing; this includes post-secondary institutions as well as K-12 school boards, and public and not-for-profit organizations;
- I. **"Notice"** has the meaning set out in Section 16.1;
- J. **"Loss"** in Section 9, Loss has the meaning set out in Section 9 Indemnification;
- K. **"Master Agreement(s)"** means the agreement(s) to be negotiated between CYBERA, SRNET and third-party vendors covering various products and/or services;
- L. **"MOU"** means Memorandum of Understanding;
- M. **"Participation Agreement"** is the document that is signed by the Member to indicate their participation under a Master Agreement;
- N. **"Participating Member"** means a Member who signs a Participation Agreement to purchase goods and/or services as a result of the procurement initiative;
- O. **"Participating Procurement Member"** means any Member who is participating within a particular procurement initiative. This would include Members who provide a Working Group member or that have indicated an intent to purchase;
- P. **"Party/ies"** refers to the named parties to this MOU;

- Q. **“Permitted Representatives”** means the Participating Member’s legal counsel, accountants, financial advisors, other consultants and professional advisors who need to know such information for the purpose of assisting or advising the Participating Member in connection with the procurement process;
- R. **“Post-Secondary Institutions”** (“PSI”) means the Alberta and Saskatchewan Post-Secondary Institutions that are Members of CYBERA or Members of SRNET;
- S. **“Project”** has the meaning set out in Section 5 (b);
- T. **“RFx”** means a generic name for a competitive bidding process;
- U. **“ShareIT”** means a collaborative shared IT program overseen by Alberta’s and Saskatchewan’s higher education sectors and managed by CYBERA and SRNET;
- V. **“ShareIT Advisory Committee”** means the committee who provide recommendations to the ShareIT Oversight Committee and act as an Advisor to the ShareIT team and manager. They support and advocate the ShareIT program’s guiding principles and overall strategy, and are committed to provincial collaboration within the higher education sector.
- W. **“ShareIT Oversight Committee”** means the standing committee responsible for overseeing the entirety of ShareIT, Alberta’s and Saskatchewan’s Post-Secondary Shared IT Services program rather than individual services. They set direction and prioritize all ShareIT procurement and collaboration initiatives
- X. **“ShareIT Procurement Committee”** means the committee reporting to the ShareIT Oversight Committee and Cybera regarding shared IT projects that serve the strategic objectives and benefit of the general membership. They oversee each shared IT project in an advisory capacity throughout the procurement phase.
- Y. **“ShareIT Working Group”** means the group which consists of Participating Procurement Members who are also subject matter experts in the service being deployed; and
- Z. **“Services”** has the meaning set out in Section 1.

Confidentiality Schedule

1. Subsequent Disclosure

Prior to a Member making a disclosure of Confidential Information to a Members' Permitted Representatives, each Permitted Representative, to whom Confidential Information is disclosed by the Member in accordance with Section 11.3 (Confidentiality) shall:

- (a) be informed of the confidential nature of the information by the Member;
- (b) sign an undertaking to maintain the confidentiality of the disclosed Confidential Information unless it is agreed by the Parties that the undertaking in a particular situation is not required; and
- (c) treat the Confidential Information in accordance with terms and conditions no less stringent than the obligations of the Member under this MOU.

2. Safeguards

The Member agrees that it shall safeguard the Confidential Information, and, at a minimum, it shall use efforts commensurate with those that the Member employs for protecting the confidentiality of its own information which it does not wish to disclose, which efforts shall in no event amount to less than a reasonable degree of care.

3. Compelled Disclosure

In the event a Party becomes legally compelled by law, regulation or order of court or administrative body to disclose any Confidential Information, the Party required to make a disclosure shall be entitled to disclose such Confidential Information subject to the requirements of this Section. Subject to the requirements under the *Freedom of Information and Protection of Privacy Act ("FOIP Act")*, the Party required to make a disclosure shall provide the other Party with prompt prior written Notice of such requirements so that the other Party may:

- (a) intervene in response to such order;
- (b) seek a protective order or other appropriate remedy and/or a waiver of compliance with the terms of this Agreement, which waiver shall not be unreasonably withheld; and
- (c) make representations or objections to prevent or restrict such disclosure of Confidential Information.

It is further agreed that if, in the absence of a protective order or the receipt of a waiver, the Party required to make a disclosure, in the opinion of its counsel, compelled to disclose Confidential Information, the Party required to make a disclosure shall disclose only such Confidential Information as is required or compelled to be disclosed.

4. Notification for Unauthorized Use and Disclosure

Each Party agrees to notify the other Party immediately upon discovery of any unauthorized use and/or disclosure on any Confidential Information, to co-operate to help regain possession of such Confidential Information and to prevent further unauthorized use and/or disclosure.

5. Return of Information

Subject to the provision of any other written agreement that may exist between the Parties, upon expiry or other termination of the MOU or at such earlier time as CYBERA or SRNET may request in writing, the Member shall return:

- (a) all copies of the Confidential Information to CYBERA and/or SRNET or certify in writing that all copies or partial copies of the Confidential Information have been destroyed; and
- (b) all analyses, studies, or other materials, or parts thereof, that were created by the Member and that are based on or contain any of the Confidential Information it has received.

6. Exclusions

The obligations of confidentiality hereunder do not extend to Confidential Information which is:

- (a) already known by the Member at the time of disclosure without any obligation of confidentiality;
- (b) publicly known or becomes publicly known through no unauthorized act of the Member or any other person;
- (c) lawfully received by the Member without restriction on disclosure;
- (d) approved in writing by CYBERA and SRNET for general release or unrestricted disclosure by the Member. For greater certainty, approval in writing for release of the Confidential Information by the Member for a particular purpose or extent does not allow the Member to treat the Confidential Information as non-confidential for any other purpose or extent; or

disclosed pursuant to an order of court, administrative tribunal or other body having the power to compel the production of Confidential Information or otherwise in accordance with Section 3 of this **Confidentiality Schedule** (Compelled Disclosure).

ShareIT Committees - Terms of Reference

Oversight Committee

Introduction:

The ShareIT Oversight Committee is a standing committee responsible for overseeing the entirety of ShareIT, Alberta's and Saskatchewan's Shared IT Services program rather than individual services.

Purpose:

The purpose of the committee is to be responsible for the viability of the entire program.

- Each post-secondary institution has the right to appoint one representative on the Oversight Committee
- Cybera's and SRNET's CEO will have one seat and one vote
- Each Oversight Committee Member has one vote
- Members are the sponsors/advocates for ShareIT within each of their institutions
- This committee is the decision-makers on all shared procurements and collaboration initiatives for ShareIT

Roles and Responsibilities

- Setting direction and prioritizing ShareIT Procurement and Collaboration initiatives;
- Setting the ShareIT Program's annual budget and related membership fees;
- Providing leadership to the ShareIT team by practicing responsible, sustainable and ethical decision making;
- Ensuring that all major issues affecting the ShareIT program are given proper consideration;
- Promoting the value of ShareIT and representing the program positively
- Oversight Committee will select a Chair and Co-Chair on an annual basis

The committee will not:

- Conduct feasibility assessments of new opportunities;
- Oversee Service Design and Development or Service Provider Acquisitions processes
- Be involved in monitoring or management of individual services

Quorum

A quorum at any meeting of the Oversight Committee is 50% plus one (1) of the Oversight Committee Members.

No business, other than election of a chair and adjournment or termination of the meeting, shall be conducted at a meeting of the members when a quorum is not present.

Chair of the Oversight Committee

Duties of the Chair:

- Ensure that the members of the Oversight Committee (OSC) execute their responsibilities effectively
- Ensure proper governance practices are followed in discharging the duties of the Oversight Committee
- Preside at, call, and schedule each meeting of the Oversight Committee
- Coordinate with ShareIT Manager and Advisory Committee to ensure that:
 - Matters are properly presented for consideration at OSC meetings;
 - The members have an appropriate opportunity to discuss issues at each meeting;
 - The members have an opportunity to question Cybera and Advisors regarding any and all matters of importance to the ShareIT program
- Assist in maintaining effective working relationships between the OSC Members, Advisory Committee, CYBERA and SRNET

Advisory Committee

Introduction:

The ShareIT Advisory Committee provides input, guidance, and direction on issues and activities as needed for the ShareIT operations and in preparation for Oversight Committee discussion and decisions. It is not a decision-making committee.

Purpose:

The Advisory Committee supports and advocates the program's guiding principles and overall strategy, and is committed to provincial collaboration within the higher education sector.

As a representatives of ShareIT, the Advisory Committee will provide recommendations to the Oversight Committee, act as an Advisor to the ShareIT Team and Manager, and support CYBERA's and SRNET's CEO with the touchpoint and relationship with their respective Ministries of Advanced Education.

Composition of the Advisory Committee

The Advisory Committee will consist of a minimum of three to a maximum of five Advisors, on a volunteer basis

- Fair representation across Alberta's universities, polytechnics, and colleges
- Annual rotation of one/two Advisory Committee Member(s)
- The Chair of the Oversight Committee will be an ex-officio member of this Advisory Committee

Roles and Responsibilities

- Facilitate transparent and open communication between Oversight Committee members, Cybera and SRNet
- Provide advice and direction on specific issues, initiatives, or operational challenges
- Provide input to Cybera and SRNet on ShareIT staff performance.
- Provide support and advisement with issues requiring further escalation i.e. executive sponsorship/advocacy
- Advise on, and approve, all agenda and content for Oversight Committee Meetings
- Provide recommendations to the Oversight Committee on any issues requiring decisions

Each advisor is responsible for:

- o Attending all regularly scheduled meetings of the Advisory Committee and the committees on which they serve, and being prepared for such meetings by reviewing materials provided in advance;
- o Acting honestly, ethically, and in good faith, with a view to the best interests of the ShareIT program;
- o Provide input to ShareIT Manager for insights of value for ShareIT program from external committees: activities, findings, and recommendations
- o Attend and preside over all Oversight Committee meetings (approximately every quarter)
- o Meet Bi-weekly with ShareIT Manager and Team

Procurement Committee

Introduction

The ShareIT Procurement Committee, a standing advisory committee of the ShareIT Program, is responsible for the business oversight of individual shared IT procurement projects from inception until retirement

Purpose

The committee reports to the ShareIT Services Oversight Committee, to Cybera and to SRNet regarding shared IT projects that serve the strategic objectives and benefit of the general membership.

Roles and Responsibilities

The committee will:

- Oversee each shared IT project in an advisory capacity throughout the procurement phase;
- Provide advice and recommendations for new projects to be undertaken for consideration by the Oversight Committee;
- Assist in determining the feasibility of the joint purchase of IT related equipment, services and/or licensing;
- Provide recommendations regarding sourcing approach and work together to develop the best cooperative strategy;
- As required, assists the ShareIT Procurement Lead to determine the proper processes for service selection
- Ensures that all services under development have appropriate project plans with clearly identified scope, deliverables, schedule, budget/resources, and risk mitigation strategies;
- Brings relevant procurement issues/risks forward to the Oversight Committee;
- Helps ensure that services, their development, and their operation are communicated effectively to the general membership;
- Recommends any improvements to operational processes for all procurement services;
- Attends Procurement Committee meetings as set by Cybera and SRNet.

Membership

Membership of the Procurement Committee will consist of Alberta and Saskatchewan Post-Secondary Institutions' (PSI) Procurement Officers, or their representatives.

Membership shall include:

- Cybera's ShareIT Procurement Lead - CHAIR

- Four or more PSI representatives who are ShareIT members, participating in one or more shared services
- Additional Management Entity staff as ex-officio members (as appropriate)

Key personnel in the procurement practice from ShareIT member institutions make up the core of the committee. The committee members should have a clear understanding of the IT related hardware, licensing and services needs for their campus.

Term

Membership terms are for three (3) years and are renewed annually at the Annual General Meeting.

Meetings

The Procurement Committee will meet semi-annually or at the request of the Management Entity, or a Procurement Committee representative(s) for urgent business.

An Annual General Meeting will be held in April or May of each year.

Quorum

A quorum at any Meeting of the Procurement Committee is 50% plus one (1) of the Procurement Committee members, or their proxies.

No business, other than election of a chair and adjournment or termination of the meeting, shall be conducted at a meeting of the members when a quorum is not present.

Working Group

Working Group members are technical experts employed by the Member. Ideally, they are subject matter experts well versed in the technical aspects of the service under consideration. They also have deep understanding of the needs of various communities within their sector. Their role will be to apply this knowledge when moving opportunities through the service delivery lifecycle. Since one Working Group will be in charge of one and the same service throughout its entire lifecycle, the group's activities will change over time, but it will gain superior understanding of one particular service.

Roles and Responsibilities:

- Develop requirement collection approaches, structures, and templates;

- Provide requirement specifications;
 - Analyze collected requirements;
 - Prepare requirement documentation;
 - Assess overall service benefits given the approved requirements (build);
 - Actively participate in the preparation of the technical portions of the RFX documentation;
 - Interpret, evaluate, and score vendor submissions;
-

Management Entity

Introduction:

The ShareIT Management Entity manages the ShareIT program as a neutral entity on behalf of Alberta's and Saskatchewan's post-secondary institutions.

Purpose

The Management Entity manages all phases of shared procurement service delivery lifecycles, including contract management for all Master Agreements.

Roles and Responsibilities

- Project manage all shared procurement initiatives
 - Conduct and execute opportunity identification for shared procurements
 - Form working groups with Participating Members
 - Develop requirement gathering approaches and templates
 - Lead the prioritizing and selection of service requirements
 - Develop all RFX documents
 - Lead and facilitate the evaluation and selection activities
 - Manage the acquisition process for all RFXs
 - Evaluate the pricing models submitted by providers
 - Negotiate Master Agreements on behalf of the ShareIT members
 - Lead all contract management activities for Master Agreements
 - Report to ShareIT members on a quarterly basis all aggregate KPIs from Master Agreements
- Manage and facilitate formal collaboration meetings
 - Oversight Committee
 - Advisory Committee
 - Procurement Committee
 - Working Groups
- Manage the ShareIT document repository and communication platform

- Host professional development and training sessions (workshops and webinars)
- Communicates the value of collaboration externally, (develop strategic communications to external stakeholders) highlighting the value of the ShareIT program
- Provides yearly budget (expenses/revenue) to the ShareIT Oversight Committee for approval
- Contractually - decision-making authority and therefore the liability of the ShareIT program lies with the Management Entity's Executive Officers and its Board of Directors
 - Management Entity CEOs, CFOs, and operations team oversee all legal and contract-related matters
- Cybera's CEO and SRNet's CEOs each hold one seat and one vote on the ShareIT Oversight Committee