MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made as of the ___ day of __________, 2003 by and between the Baltimore MetaPoP Consortium, and City of Baltimore.

WHEREAS The City of Baltimore has a core fiber optic distribution network infrastructure within the City of Baltimore, Maryland, as part of its intra-city high-speed backbone.

WHEREAS The Baltimore METAPOP requests the City of Baltimore to provide fiber access to qualified institutions

- Non-profit and education institutions
  - Four year private or public institutions
  - Two year community colleges
  - K-12 School Districts
  - Academic and public libraries
  - Museums, art galleries, zoos, aquariums, and science centers

that will interface to 6 St. Paul, Baltimore or points of presence designated by the City. This connection will be referred to as the Baltimore MetaPoP.

WHEREAS Internet2 is a consortium being led by 200 universities working in partnership with industry and government to develop and deploy advanced network applications and technologies, accelerating the creation of the next generation Internet.

WHEREAS Abilene is an advanced backbone network that supports the development and deployment of the new applications being developed within the Internet2 community. Abilene connects regional network aggregation points, called gigaPoPs, to support the work of Internet2 universities as they develop advanced Internet applications. Abilene complements other high-performance research networks.

WHEREAS The Baltimore MetaPoP is a consortium of institutions working together in order to connect to Internet2 and the Abilene network through the Mid Atlantic Crossroads (MAX). MAX is currently supported out of the University of Maryland facility located in Building 224 on the Collage Park campus.

WHEREAS SEGP is the primary interface to qualified educational and not for profit institutions that meet the requirements established by the Internet 2 Policy for connecting agencies to the Segment Education Group Partnership.

WHEREAS research and education entities in the Baltimore area require high-speed access for the qualified Baltimore Internet2 community to the Internet2 PoP located at College Park.

2/21/01
The parties agree as follows:

1. Services to be Provided

(a) The City of Baltimore shall provide the following services:
   i. Provide the METAPOP with City fiber pairs to interface all qualified institutions requesting METAPOP services through 6 St. Paul Street, 660 West Redwood Street (UMB), or alternative City designations that can interface directly with the Baltimore METAPOP in a bartering arrangement.
   ii. Interface outside qualified institutions, not affiliated with the city, but are affiliated and qualified to connect to Internet 2 through 6 St. Paul Street, Baltimore to gigabit Ethernet switch, or other City designated locations that can interface with 6 St. Paul Street or 660 West Redwood Street, Baltimore Maryland.
   iii. Provide 7/24/365 contact information and access to institutions using or managing city fiber

(b) The MetaPoP Consortium shall provide the following:
   i. Provide a Gigabit Ethernet switch (2) at 6 St. Paul location to interface with the Internet 2 through the SEGP or direct membership organization to the MAX
   ii. Maintain the Internet2 interface connection and segregate traffic according to Internet 2 policy.
   iii. Provide cost effective and state-of-the-art next generation network services to qualifying Baltimore MetaPOP Internet2 institutions as well as to other Baltimore research and educational organizations.
   iv. Provide and maintain a Single mode, SC termination, fiber patch panel in the College Park PoP for connectivity between networkMaryland equipment, USM equipment in adjacent room, and City fiber equipment (if necessary and requested by the City)
   v. Management of this Ethernet switch will be the responsibility of the USM.
   vi. Coordinate between customers and the City for all connections and disconnections in the 6 St. Paul MetaPoP.
   vii. Provide the Ciena OC48 transceiver cards (three required) and installation services to facilitate the connectivity between Baltimore and College Park, Maryland. The Baltimore MetaPoP shall provide parts, maintenance, and on-site service.
(c) Changes. This MOU may be amended only with the written consent of both parties.

2. **Term of MOU.** This Agreement shall begin on or before March 1, 2003 and terminate no earlier than July 1, 2005, unless mutually agreed upon by both parties.

**Compensation and Method of Payment.**

(a) **Compensation:** The Baltimore MetaPoP shall pay the City a one time fee for the installation of fiber between 6 St. Paul Street and 660 West Redwood Street, Baltimore Maryland to cover the cost of engineering and the securing of a minimum of three fiber pairs and/or associated labor to install the necessary fiber interface in conformance with the City’s requirements.

(b) **Method of Payment.** USM, acting as the fiduciary for the Baltimore MetaPoP, shall pay the City for the fiber installation in Phase I, $5,184.00, no later than thirty days after USM receives a proper invoice from the City.

(c) **Other Costs.** The Baltimore MetaPoP will provide, at no cost to the City, the proper router, currently configured as a Juniper M20, associated gigabit switches that interface the SEGP’s and those directly connecting between 6 St. Paul Street and 660 West Redwood Street, Baltimore Maryland, adequate power redundancy, communications racks, fiber terminators and cross connects, proper interface into the UMATS network, and interfacing to the Internet 2 and associated fees.

3. **Project Coordinator.** Until otherwise designated by the Baltimore MetaPoP Consortium, Richard Rose will act as coordinator ([mrr@usmd.edu](mailto:mrr@usmd.edu), 301-445-2789), or his designee for this MOU and project.

4. **Termination for Convenience.** Either party may terminate this MOU, in whole or in part, without showing cause upon 12-month prior written notification to the other party specifying the extent and the effective date of the termination.

5. **Termination for Default.** If City or the Baltimore MetaPoP Consortium does not fulfill its obligations under this MOU or violates any provision of this MOU, either party may terminate the MOU by giving written notice of termination with a 3 month notice.

6. **Maryland Law Prevails.** The law of Maryland shall govern the interpretation and enforcement of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU.

**BALTIMORE METAPOP**

By: _____________________________ (SEAL)

____________

**BALTIMORE CITY**

By: _____________________________ (SEAL)

____________

02/21/01