

NAME OF SORORITY/FRATERNITY \_\_\_\_\_

CHAPTER DESIGNATION \_\_\_\_\_

CORPORATE NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

### **Telecommunications Agreement**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Northwestern University Information Technology (NUIT), a division of NORTHWESTERN UNIVERSITY, an Illinois Corporation, hereinafter called "NUIT," and \_\_\_\_\_, an Illinois corporation hereinafter called "Customer," representing the \_\_\_\_\_ Fraternity/Sorority.

#### **Whereas,**

Customer now desires telecommunication services provided by NUIT,

#### **Now therefore,**

- 1) Customer agrees that NUIT shall become the sole provider of telecommunication services within the premises.
- 2) Customer agrees to comply with certain administrative responsibilities related to reporting the names of residents of the premises, as described in Section 7 below.
- 3) Customer agrees to bear all expenses required to prepare the premises for installation of telecommunication services and to bear all charges, assessed by NUIT, for maintenance of those services. Customer agrees that NUIT or NUIT's designee shall be the sole source contractor for modifications to the premises for the purposes of telecommunication services.
- 4) Telephone Services.
  - a) Customer shall order telephone service from NUIT in keeping with NUIT's published standards for minimum service levels within fraternity and sorority buildings.
  - b) Customer shall pay NUIT all expenses associated with the installation of telephone services on the premises.
  - c) Customer shall pay NUIT all expenses for the maintenance of telephone services on the premises, exclusive of usage charges except as described in Section 4d. Customer agrees to maintain a balance in their designated NUIT University College and University Financial Systems (CUFS) account to cover their charges, expenses, and/or fees for telephone services, any applicable data network services, any applicable cable television services and any change to service, and will allow the NUIT, or the NUIT's designee, to debit the CUFS account on a monthly or as needed basis for all service charges, expenses, and/or fees.

- d) Resident telephone service. Customer shall pay NUIT to install and maintain telephone service in all sleeping rooms within the premises. Occupant(s) of the premises shall have access to the telephone service through individualized Personal Billing Numbers issued by NUIT. NUIT, or NUIT's designee, shall invoice residents of the premise for any and all usage charges associated with the Personal Billing Numbers. If not paid by individual members in a timely manner, all usage costs, expenses and fees associated with the receipt of telecommunications services for the premises shall be the responsibility of the Customer.
  - e) General telephone service. Customer may elect to pay NUIT to install and maintain telephone service in select locations where frequent use by multiple persons (e.g. kitchen staff) requires more traditional telephone service. NUIT will issue to Customer, and Customer shall ensure appropriate use of, authorization codes, which will allow wider access to telephone services from a general telephone location. NUIT shall invoice Customer for all usage from general telephone locations.
  - f) Pay telephone service. Pay telephone service can be placed in the premises at the request of the Customer. NUIT's Agent will make all the arrangements with a designated pay telephone provider. Any costs involved with this service will be billed directly to the Customer.
- 5) Data Network Services.
- a) Customer shall, at a time of its choosing, order data network service from NUIT in keeping with NUIT's published standards for minimum service levels within fraternity and sorority buildings.
  - b) Customer shall pay all expenses associated with the installation of data network services on the premises.
  - c) Customer shall pay all maintenance and/or other fees associated with the data network services provided to the premises at NUIT's then-current published rates.
  - d) NUIT shall not charge a maintenance fee to Customer for data network services unless the number of in-service data network ports at the premises exceeds the number of residents of the premises. In this instance, Customer agrees to pay NUIT a monthly fee equivalent to the number of excess in-service ports multiplied by the then-current published rate for maintenance of such in-service ports.
- 6) NUTV Entertainment Television Data Network Service.
- a) Customer shall, at a time of its choosing, order NUTV service in all rooms within the premises from NUIT in keeping with NUIT's published standards for minimum service levels within fraternity and sorority buildings.
  - b) NUTV programming will be provided by the NUIT's designated service provider(s).
  - c) Customer shall pay any and all expenses that may be required to upgrade the data network on the premises to allow delivery of the NUTV service.

- d) Customer shall pay all maintenance and/or other fees associated with the NUTV service provided to the premises at the NUIT's then-current published rates. Customer shall invoice NUIT for any and all NUTV television charges. The service must be subscribed to for a period of one year (12 months), paid in advance.
  - e) NUTV service will automatically renew annually unless either party has notified the other at least thirty days in advance of their intent not to renew the service.
- 7) Cable Television Service.
- a) Customer shall, at a time of its choosing, order cable television service in all sleeping rooms within the premises from NUIT in keeping with NUIT's published standards for minimum service levels within fraternity and sorority buildings.
  - b) Cable programming will be provided by NUIT's designated cable service provider.
  - c) Customer shall pay all expenses associated with the installation of cable television service on the premises.
  - d) Customer shall pay all service, maintenance and/or other fees associated with the cable television service for each cable tap installed in the premises at NUIT's then-current published rates.
  - e) Customer shall pay NUIT all expenses for the maintenance of cable service on the premises. Customer shall invoice residents of the premises for any and all cable television charges.
  - f) Customer may elect to pay NUIT to install and maintain cable television service in areas other than sleeping rooms of the premises at their discretion.
  - g) Customer shall ensure appropriate use of cable television service. Cable television service is only for residents of the premises and their invited guests. The Customer may not provide public viewing nor collect a fee for viewing any cable television programming. Nor may the Customer resell any cable television programming.
  - h) Customer agrees not to install or maintain direct broadcast satellite receiving equipment on their premises.
- 8) Administrative reporting requirements.
- a) Not later than June 1 of each year, Customer shall deliver to NUIT, in a format acceptable to NUIT, a list of those residents of the premises projected for the following academic year beginning in September. The list shall include name, student identification number, room number assigned, telephone number within that room, and permanent home address. Customer shall also provide at this same time the names of any and all persons who are empowered to order changes in telecommunication services within the premises.
  - b) During the academic year, Customer shall deliver to NUIT a quarterly census of the residents of the premises, including student identification number, room number assigned, and telephone number within that room. This census shall be due September 1, December 1, March 1, and June 1 of each year.

- c) If cable television service is activated, then not later than noon on Friday of the first week of each academic quarter, Customer shall deliver to NUIT, a list of available premium channels to be delivered to the premises for the academic quarter. If no list is provided, the current premium services will continue to be delivered for the duration of the quarter.
- 9) Changes to services.
  - a) Customer shall make no modifications to premises telecommunication services, wiring, cabling, or any other equipment placed by NUIT.
  - b) Customer shall order from NUIT and pay then-current charges for any changes in the telecommunication services in the premise. Only those persons designated by Customer shall be permitted by NUIT to order changes in telecommunication services. Any requests for changes to services will be performed in accordance with NUIT's published service intervals.
  - c) NUIT shall review all change orders prior to performing the work. If carrying out the work on any order or orders would result in the premises becoming in violation of the published standards for minimum service levels within fraternity and sorority buildings, then the order or orders will not be performed. NUIT shall notify Customer of this event in a timely fashion.
- 10) NUIT will repair without charge all interior telephone, data and cable television wiring to jacks, except when damage to jacks or wiring is caused by vandalism or tampering with the jacks, wiring, or equipment. In the case of such damage, NUIT or NUIT's designee will perform the repair and charge the cost of the repair to Customer.
- 11) Customer or its tenants must provide telephone sets and in-room cords for telephone service. Customer or its tenants must provide all computer equipment and in-room cords for data services. Customer or its tenants must provide all television equipment and in-room cords for cable television service.
- 12) "Telecommunication service" within this agreement is defined as all forms of electronic communication including, but not limited to, voice, data and video communications. Examples of telecommunication services include, but are not limited to, telephone service, data network service, and entertainment or educational television service.
- 13) NUIT reserves the right to refuse connection of any equipment or services to the NUIT System or remove from service any equipment or services which in NUIT's opinion would be detrimental to the functionality of the NUIT system, network, or other products and services, or substantially modify the operational goals of NUIT. All operating conditions are subject to the approval of NUIT. NUIT shall approve or deny such issues so as to not interfere with the services of others on the NUIT System or other NUIT provided products and services.
  - a) Access to the University network and the Internet is provided to tenants of the premises at the discretion of NUIT. NUIT reserves the right to deactivate the data connection of any tenant whose computer poses a threat to the University network. NUIT further reserves the right to charge a reconnection fee of not less

than \$75 to any tenant whose computer repeatedly poses a threat to the University network. If not paid by the tenant in a timely manner, the reconnection fee shall be the responsibility of the Customer.

- 14) NUIT shall have the right to periodically inspect the wiring plant within the premises, which will be used to support NUIT services. The Customer shall be notified in a timely fashion of any wiring plant found in violation of the published standards for minimum service levels within fraternity and sorority buildings. Customer shall promptly make the necessary corrections to the wiring plant to bring it into compliance with the published standards for minimum service levels within fraternity and sorority buildings.
- 15) Customer represents that it has all the requisite authority to enter into and to perform its obligations under this Amendment. Customer further agrees to take reasonable measures to ensure that its tenants comply with the Evanston Undergraduate Telecommunication Services Guide, which contains policies and procedures related to telephone services, data services and cable services.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

Northwestern University Information Technology:

By: \_\_\_\_\_  
Vice President of Information Technology

Fraternity/Sorority: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

NUIT:  
NORTHWESTERN UNIVERSITY

By \_\_\_\_\_  
Vice President of Information Technology

Customer:

By \_\_\_\_\_

\_\_\_\_\_  
Fraternity/Sorority