

Educational Computer Network  
2017-2022 Agreement

MADE in ten copies as of the January 4, 2017.

AMONG: HOLLAND COLLEGE, a corporation incorporated by virtue of the Holland College Act of the Legislature of Prince Edward Island (hereinafter referred to as "Holland College")

OF THE FIRST PART

AND: MARITIME College of Forest Technology, established in April 1946, as an extension of the UNB faculty of Forestry until corporation incorporated in 1978 by virtue of the Maritime Forest Ranger School Act of the Legislature of New Brunswick (hereinafter referred to as "Maritime College of Forest Technology")

OF THE SECOND PART

AND: MARITIME PROVINCES HIGHER EDUCATION COMMISSION, established pursuant to Chapter 13 of the Acts of New Brunswick, 1973, Chapter 10 of the Acts of Nova Scotia, 1973, and Chapter 19 of the Acts of Prince Edward Island, 1973 (hereinafter referred to as "MPHEC")

OF THE THIRD PART

AND: MOUNT ALLISON UNIVERSITY, a corporation incorporated by virtue of the Mount Allison University Act (hereinafter referred to as "Mount Allison")

OF THE FOURTH PART

AND: ST. THOMAS UNIVERSITY, a corporation incorporated by virtue of a special Act of the Legislature of New Brunswick (hereinafter referred to as "St. Thomas")

OF THE FIFTH PART

AND: L'UNIVERSITÉ DE MONCTON, a corporation incorporated by virtue of a special Act of the Legislature of New Brunswick (hereinafter referred to as "l'Université de Moncton")

OF THE SIXTH PART

AND: THE UNIVERSITY OF NEW BRUNSWICK, a corporation incorporated by virtue of the University of New Brunswick Act (hereinafter referred to as "UNB")

OF THE SEVENTH PART

AND: UNIVERSITY OF PRINCE EDWARD ISLAND, a corporation incorporated by virtue of the University Act of the Legislature of Prince Edward Island (hereinafter referred to as "UPEI")

## OF THE EIGHTH PART

AND: New Brunswick Community College, a corporation incorporated by virtue of the New Brunswick Community Colleges Act (N-4.05) (hereinafter referred to as "NBCC")

## OF THE NINTH PART

AND: Collège communautaire du Nouveau-Brunswick, a corporation incorporated by virtue of loi sur les collèges communautaires de Nouveau-Brunswick (N-4.05) (hereinafter referred to as "CCNB")

## OF THE TENTH PART

WHEREAS the parties desire to maintain a permanent framework for cooperation among educational institutions in the provision and use of Information and Communication Technologies (ICT) services;

AND WHEREAS cooperation is essential for the provision of a reasonable level of Information and Communication Technologies (ICT) services to the parties of this Agreement, in order to meet their individual requirements in teaching, research and administrative applications;

AND WHEREAS, whenever possible and feasible, it is desirable that Information and Communication Technologies (ICT) services be provided to meet the requirements of other post-secondary educational institutions in the Provinces of New Brunswick and Prince Edward Island.

AND WHEREAS additional educational bodies may require Information and Communication Technologies (ICT) services;

AND WHEREAS it is essential to continue to develop and adopt systems of determining costs of services which will reflect accurately the dollar value of the benefits received by the users of the Information and Communication Technologies (ICT) services;

AND WHEREAS the success of the Network is dependent on the quality of the services provided to the end users, including the timely availability of Network access, software, and user support services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and of the covenants and agreements herein contained the parties covenant and agree as follows:

1. The parties shall continue a computer network service called the NB/PEI Educational Computer Network (hereinafter referred to as the "ECN") operated generally in the manner described in Appendices A, B, and C attached to and forming part of this Agreement.
2. Subject to the other provisions of this Agreement, computer facilities and ICT services will be provided by designated member installations and the services thereof made available to the other participants of this Agreement. UNB will be the designated, and the major, installation for the Network. The Board of Directors may change or make other designations, which will include the specific terms and conditions of utilizing the designated facility to provide Network services.

3. (1) Participants to this Agreement shall provide and administer the equipment, space and staff to meet their in-house requirements for the computer Network.
- (2) Provided that it does not adversely affect the other users, each party is responsible for:  
  
planning and determining the extent and growth rate of its own hardware configuration, and  
  
its staff, scheduling, software modification and acquisitions, and accounting associated herewith.
- (3) Provided that the other parties are not affected thereby, each party shall determine its own priorities as to its internal users.

Each party to this Agreement, within the guidelines recommended by the Network Committee and approved by the Board, shall advise the Network Committee of plans for its computer and network facilities and of proposed new or additional facilities or modifications of facilities.

4. (1) The primary services provided by the Network for its members are connectivity between members and to the wider world, shared purchase and support of computer hardware and software, and shared network-based services. The initial suite of services is as described in Appendix A, B and C and may be modified from time to time as provided for in this agreement.
- (2) The Network Committee must submit, on or before January 15<sup>th</sup>, a recommended Network Plan and Budget to the Vice-President (Finance) of each of the member institutions for confirmation. Once confirmed, the Network Committee will submit the Network Plan and Budget to the Board for approval. The Board shall submit the approved Network Plan and Budget to the MPHEC for Network funding administration.

The MPHEC will reimburse the costs of designated Network services (as per Appendix C), approved communications links, approved software and hardware, for the expenses associated with meetings of the Network Committee, support of travel and seminars and other approved expenses as per this Agreement and as identified in the approved budget each year.

5. The Network shall be administered by a Board of Directors, (herein called the "Board") which shall consist of the following members:
  1. The President of Holland College
  2. The Director of the Maritime College of Forest Technology
  3. The Chief Executive Officer of the MPHEC
  4. The President of Mount Allison University
  5. The President of St. Thomas University
  6. Le Recteur de l'Université de Moncton
  7. The President of the University of New Brunswick
  8. The President of the University of Prince Edward Island
  9. The President and CEO of the New Brunswick Community College
  10. La présidente-directrice générale du Collège communautaire du Nouveau-



Brunswick

6. (1) The Board shall elect one of its members as a Chairperson. The term of the Chairperson is five years. The term can be renewed for a second five-year term after which a new Chairperson shall be elected by the Board. Should a Chairperson no longer be a member of the Board during a term, the Board shall elect one of its members to complete that term. An incomplete term does not count as a term. The Chairperson chairs all Board meetings and is responsible for ensuring that the organization operates according to the Agreement by which it was established.
- (2) The Board shall have all the powers necessary to carry out this Agreement, and without limiting the generality of the foregoing, the Board shall have the power to allocate Network resources.
- (3) The Board shall have the power to declare that service of a given designated installation is inadequate by having all parties (with the given designated member being ineligible to vote) unanimously make a declaration of "unsatisfactory service". For a period declared by the Board, 50% of the total amount due the given designated installation for Network services will not then or ever be eligible to be paid. Any party to this Agreement will not be in violation of the terms of this Agreement for events that are reasonably outside of its control.
7. With the exception of decisions related to paragraph 6 (3), all decisions of the Board must have the unanimous consent of those members voting.
8. A quorum of the Board shall consist of six members.
9. All institutions that are party to this Agreement shall be bound by any and all decisions of the Board.
10. When a matter is submitted to the Board by one of its members, or by the Network Committee, the Board shall render a decision on the matter within a reasonable time.
11. (1) The Board shall establish a committee to be called the NB/PEI Educational Computer Network Committee (herein referred to as the "Network Committee") whose authority, duties and terms of reference shall be defined from time to time by the Board.
- (2) Until altered by the Board, the authority, duties and terms of reference of the Network Committee shall be those enumerated in Appendix A.
12. The Network Committee shall consist of a non-voting Chairperson, nominated by the Network Committee and approved by the Board for a maximum of two 2-year terms, and one representative nominated by each of the parties of the Agreement plus one representative for network operations. The name of each representative nominated shall be submitted to the Board which may accept or reject the person as a member of the Committee. If the representative nominated is unacceptable to the Board, the party shall continue to submit names one at a time until the name of a person acceptable to the Board is submitted.
13. Each of the parties shall nominate one alternate representative to the Network Committee whose name, upon submission to the Board, may be accepted or rejected. If the alternate

nominated is unacceptable to the Board, the party shall continue to submit names one at a time until the name of a person acceptable to the Board is submitted.

14. An alternate representative is not a member of the Network Committee but shall have the authority of a regular member appointed under paragraph 12 who is unable to act for any reason.
15. Members of the Network Committee and alternate representatives are appointed for an indefinite period of time and shall be replaced upon recommendation in writing to the Chairperson of the Board by the party who nominated that representative or alternate. The party recommending the removal shall then nominate another representative or alternate, as the case may be, in accordance with paragraphs 12 and 13 of this Agreement.
16. The representative nominated by the MPHEC shall be the Secretary of the Network Committee.
17. The Network year shall commence on April 1 and end on March 31 of the succeeding calendar year.
18. The parties may approve amendments or additions to this Agreement as follows:
  - (1) any of the parties may at any time propose an amendment or addition to this Agreement by giving written notice of such proposal to the other parties to the Agreement;
  - (2) such written proposal shall be considered by the receiving parties within three (3) months of its receipt;
  - (3) a proposed amendment or addition to this Agreement shall not become operative unless and until it has been agreed to in writing by all of the parties to this Agreement and attached hereto.
19. The Board shall, prior to the 30th day of June 2021, report to the parties hereto, as to whether it recommends the continuation, modification or termination of this Agreement or the termination thereof.
20. If all the parties of this Agreement agree in writing that it should be renewed rather than terminated, this Agreement shall be renewed or modified for such period and conditions as the parties may then decide.
21. If any one of the parties to this Agreement decides that it does not want to renew this Agreement, it shall give notice in writing to each of the other parties to this Agreement before the 30th day of September 2021.
22. This agreement shall be deemed to have taken effect on the 1st day of January 2017 and shall terminate on the 30th day of April 2022.

IN WITNESS WHEREOF the parties hereto have set their hands and seals

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Ann Marie White

HOLLAND COLLEGE

[Signature]  
President

Loretta Phillips

THE MARITIME COLLEGE OF FOREST  
TECHNOLOGY

[Signature]  
Director

Baechel Anna

THE MARITIME PROVINCES HIGHER  
EDUCATION COMMISSION

[Signature]  
Chief Executive Officer (Acting)

Robert Campbell

MOUNT ALLISON UNIVERSITY

[Signature]  
President

CA Buck

ST. THOMAS UNIVERSITY

[Signature]  
President

[Signature]

UNIVERSITÉ DE MONCTON

[Signature]  
Recteur

Irena Ouellet

UNIVERSITY OF NEW BRUNSWICK

HEA Campbell

President

Michelle Aubin

UNIVERSITY OF PRINCE EDWARD ISLAND

[Signature]

President

R. D. Th.

NEW BRUNSWICK COMMUNITY COLLEGE

Mydusomh

President and Chief Executive Officer

Diane Aseneau-Lesieur

COLLÈGE COMMUNAUTAIRE DU  
NOUVEAU-BRUNSWICK

Diane Roy

Présidente - directrice générale



## APPENDIX "A"

### THE AUTHORITY, DUTIES AND TERMS OF REFERENCE OF THE NB/PEI EDUCATIONAL COMPUTER NETWORK COMMITTEE

1. The Network Committee must decide by a unanimous consent of those members voting. When a decision cannot be reached and when the Chairperson of the Network Committee declares a deadlock over certain items, those items shall be referred to the Board for decision.
2. As identified in paragraph 4 (2) of the Network Agreement, the Network Committee must submit, on or before January 15, a recommended Network Plan and Budget to the Vice-President (Finance) of each of the member institutions for confirmation. Once confirmed, the Network Committee will submit the Network Plan and Budget to the Board for approval.
3. The Network Committee shall determine priorities for support of the services outlined in Appendices B and C of the Network Agreement or to subsequently-agreed amended services. These shall be included in the Network Plan annually.
4. The Network Committee shall strike standard costs for use of equipment, space, salaries and supplies. These costs will be paid as among the parties involved when they are unable to meet their needs by a trade-off in kind. For all computer use by participating institutions, the Network Committee shall determine, from time to time, the arrangements which will prevail and these arrangements shall be the same for all institutions. Thus, an academic or administrative user at a remote institution will receive the same treatment as a similar user at the supplier location.
5. The Network Committee shall determine the terms of participation of other educational users subject to approval by the Board. In any case, where a decision which will affect the participating institutions is required, the item shall be referred to the Network Committee for discussion and consensus as to the approach. This will include arrangements with major external users and new education users.
6. The Network Committee shall provide such operation and cost information as the Board may require from time to time.
7. The Network Committee shall carry out such studies as it may be directed to do by the Board.
8. The Network Committee shall review the utilization of current Network equipment and services periodically with an eye to improving efficiency and level of services rendered.
9. The Network Committee shall plan for the training of staff for the fostering of technical interchange among the users of the Network.
10. The Network Committee shall provide the Board with an annual report showing its performance compared to the Network Plan approved by the Board at the beginning of the year. This report should also summarize the activities listed under Sections 1 to 9 herein.



## APPENDIX "B"

### SOFTWARE CATEGORIES SUPPORTED BY NB/PEI ECN, THE UNIVERSITY OF NEW BRUNSWICK and THE UNIVERSITY OF PRINCE EDWARD ISLAND AS OF January 1, 2017

U.N.B. negotiates software licenses on behalf of some, or all, of the ECN members where appropriate and when directed to do so by the Network Committee. The specific list of licensed software may vary from year to year subject to institutional needs, market availability, technological advances and budget constraints.

Sharing software licensing increases the purchasing power of the participating member institutions. And, using common software permits sharing of knowledge, expertise and support among ECN members.

The current list of licensed software categories being shared among ECN member institutions covers a broad range of applications. These categories include, but are not limited to:

- Operating Systems
- Communications and Networking
- Anti-Virus Software
- Anti-SPAM Software
- Office Productivity
- Statistical Software
- Mathematical Software
- Programming Languages
- Collaboration Software

## APPENDIX "C"

### SHARED NETWORK PERSONNEL AND SERVICES

1. To be provided by UNB at an amount of \$213 094 for the first year of the agreement (2016-17). This amount is to be reviewed on an annual basis. Historically, this amount has been adjusted according to the cost-of-living adjustment provided to UNB staff in the year proceeding the budget year in question.

#### **Network Services**

Services provided in this category include services required to ensure the on-going operation and continued evolution of the wide area network (WAN) to support connectivity between members and with the wider world. Troubleshooting and design services as they relate to campus networks are also provided to members on an as needed basis.

#### Technical Support Services

- Install, configure, maintain and ensure the continued operation of the shared components of the "network hub" including but not limited to routers, switches, UPS's and other components deemed to be part of the "network hub";
- UNB and UPEI both provide connectivity to the provincial and to the national research networks and perform upgrades to connectivity as needed and as approved by the Network Committee;
- UNB and UdeM Moncton both provide connectivity to the commercial internet to offer a certain level of redundancy and to share bandwidth;
- Provide a centrally managed help desk delivering Level 1 support services and expert troubleshooting services to support of the operation of the shared WAN services; and
- Provide troubleshooting assistance for Campus-specific network issues as resources allow.

#### Operational Services

- Install, configure, maintain and operate the software required to manage traffic and performance on the network including but not limited to router traffic filtering, security filtering, bandwidth monitoring, etc.; and
- Provide specific operational services including but not limited to:
  - primary and/or secondary domain name services;
  - TCP/IP applications (for example, NTP -time); and
  - a regional "LISTSERV" expander to facilitate the communication about networks, training and ECN related project matters

#### Network Management Services

- Represent ECN in national and regional networking efforts; (such as CUCCIO, CANARIE, etc.) and
- Manage the supplier relationship (including the negotiation and monitoring of the contract) for the provision of commodity internet access for the NB/PEI ECN.

### Research/Design Services

- Research, design, develop, test and install new and emerging networking technologies in support of the needs of the NB/PEI ECN; and
- Provide conceptual design services to members for campus and departmental networks as resources allow

### **“Shared Purchase” Services**

Services provided in this category include those required to facilitate a coordinated approach for the acquisition and support of common software and/or hardware (See Appendix B) in order to take advantage of economies of scale.

### Procurement Support Services

- Identify areas of common need and recommend the appropriate procurement mechanism to address them (e.g. site licenses, joint tenders, etc.);
- Facilitate the implementation of the recommended approach (i.e. lead the tender process, negotiate a site license, etc.); and
- Provide advice and assistance to members with respect to the procurement of special purpose hardware and software as appropriate.

### Site License Management & Administration Services

- Implement and administer the site licenses, agreements and/or contracts resulting from the procurement process;
- Act as the vendor liaison and contract manager on behalf of the members; and
- Provide administration, coordination and distribution services for the management and use of site licenses, shared agreements or associated contracts.
- Host the ECN Website

### Technical Support Services

- Act as a resource for second level problem determination on commonly used and supported products including operating systems.
- Evaluate, test and recommend products to meet the common needs of the members

### **Management Services**

Services provided in this category are those required to support the administration and coordination of the various services described above and ensure the appropriate processes are in place to support expenditure tracking, budget planning, operational and financial reporting for the NB component of the NB/PEI ECN agreement.



## **Shared Services**

Services provided in this category are those that benefit all ECN members through various projects initiated by the Network Committee. Such services usually include all the stages of service delivery from the planning, to the implementation to assuring on-going operation.

Although UNB plays a major role in leading the implementation and the on-going operation of these services, the ECN committee recognizes that all ECN members contribute, to the best of their ability, to assure the success of these initiatives. Such contributions may include being part of ECN teams, participating in planning, testing, establishing service agreements between institutions, creating governance models, etc.

Since all projects will have specific requirements, this agreement covers high level service only and relies on the details of the various projects to assure their success.

### Technical Support Services

- As needed, the Network Committee may seek information from external consultants, especially when design of complex systems is required;
- UNB shall provide appropriate platforms for shared services;
- UNB shall provide facilities and operational support for shared services, according to specific agreements with individual institutions (for example, VM hosting, backup services, etc.);
- UNB shall install, configure, maintain and ensure the continued operation of the shared components related to the projects (servers, backups, storage, rack space, server room commodity, etc.).

### Operational Services

- Coordinate effective, ongoing governance of shared services;
- UNB shall install, configure, maintain and operate the software related to the shared services.