

SOFTWARE DEVELOPMENT AND PROCUREMENT AGREEMENT

RECITALS:

KEDC is one of the eight educational cooperatives in Kentucky organized under the Interlocal Cooperation Act (KRS 65.210-.300) and provides various services to its member school districts. KEDC doing business as KPC, provides bidding and procurement services to its over 600 members and 500 awarded contract holders.

The Wilson Education Center (WEC) is a regional public entity created by Indiana Code (IC) 20-19-2-8, Interlocal Cooperation Act (IC) 36-1-7, Indiana Administrative Code (IAC) 4-4-1 thru 7 and Indiana State Board of Education Rule SC-1. The main purpose for establishment of operation of an educational service center shall be to perform educational planning and cooperative services for member school districts. Inherent in the Interlocal Cooperation Act is the ability to purchase, sell, or exchange services or supplies with governmental entities other than Indiana governmental entities.

KEDC has a documented need for an E-Procurement system. WEC has developed such a system and is willing to assist KEDC to maximize its IT investment by transferring their customized solution that will also fit KEDC needs. To enable this transfer, KEDC and WEC mutually desire to formalize its relationship with the other by execution of this Agreement.

IN CONSIDERATION OF THE RECITALS and for other valuable consideration, IT IS AGREED AS FOLLOWS:

1. The scope of this Agreement includes the delivery of an E-Procurement system. This Agreement includes testing, implementation, data migration (data to be supplied by KEDC in a WEC approved format), and training of KEDC's designated staff on the use and implementation of the software application.
2. This web-based purchasing and fulfillment solution will provide online catalogs, electronic purchase orders, approvals, electronic order management, quote facilitation and punch-out capability.
3. WEC is responsible for providing hardware, software, licenses and providing access for KEDC and its members while hosting the application at WEC.
4. This Agreement will commence on the latter date signed by both parties and is for a duration of five (5) years from the commencement date.
5. Either party may terminate the Agreement without cause, by giving 90 days certified written notice thereof to the other party as follows:

Phil Partenheimer, Ed.D. Executive Director
Wilson Education Center
2101 Grace Avenue
Charlestown, IN 47111

Nancy Hutchinson, Chief Executive Officer
Kentucky Educational Development Corporation
904 Rose Rd.
Ashland, KY 41102

6. Early Termination of Agreement
 - A. If terminated by WEC prior to the scheduled completion, WEC shall provide KEDC a full refund less actual programming costs to date.
 - B. If terminated by KEDC prior to the scheduled completion, all monies received will be retained by WEC.
7. Agreement timeline is as follows:
 - A. Agreement start: as soon as signed by both parties and 1st installment received
 - B. Operational for testing/training: 60 days from contract signing by both parties
 - C. Fully operational: 90 days from contract signing by both parties
8. Installment payment schedule:
 - Agreement initiation with Agreement signing \$7,500.00
 - Agreement operational \$7,500.00

- March 1, 2019, annual maintenance and support \$10,000.00
- March 1, 2020, annual maintenance and support \$10,000.00
- March 1, 2021, annual maintenance and support \$10,000.00
- March 1, 2022, annual maintenance and support \$10,000.00

9. If payment to WEC by KEDC exceeds 30 days past due, KEDC is liable for a 5% interest penalty fee of amount invoiced.

10. This Agreement is complete at the end of five years, all code and intellectual rights shall remain the property of and owned exclusively by WEC. However, KEDC will continue to have access to the E-Procurement system provided a satisfactory renewal agreement is reached by both parties and provided KEDC does not try to sell, transfer, or use the WEC intellectual Property and Code. In the event this agreement is terminated or not renewed WEC will provide KEDC with a digital copy of all KEDC data from the E-procurement system

11. Should a dispute between the parties arise, and should it result in litigation, the non-prevailing party shall bear the costs thereof, including attorney fees for such litigation. This agreement will be governed by the laws of the State of Indiana.

12. WEC agrees to indemnify and hold KEDC harmless from any and all actions, causes of action, claims, demands, liabilities or damages arising out of any acts of fraud or criminal action on the part of any WEC employee or agent.

13. KEDC agrees to indemnify and hold WEC harmless from any and all actions, causes of action, claims, demands, liabilities or damages arising out of any acts of fraud or criminal action on the part of any KEDC employee or agent.

14. None of the intellectual property and/or code shall be shared or disclosed by KEDC to any outside party without prior written consent from WEC.

15. This Agreement shall not be altered, assigned, changed or amended except by instrument in writing executed by the parties hereto, and such amendments or changes shall not be effective until signed by authorized representatives of both parties.

16. WEC is an independent contractor of KEDC. Nothing in this Agreement shall be construed as creating an employer-employee relationship.

17. This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understand, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Wilson Education Center

Phil Partenheimer, Ed.D.

Print Name

Executive Director

Title

Signature

Date

Kentucky Educational Development Corporation

Nancy Hutchinson

Print Name

Chief Executive Officer

Title

Signature

Date