

27 Kilbuck Road

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**MEMBERSHIP AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Yukon-Kuskokwim Delta (YKD) Tribal Broadband Consortium, herein referred to as ‘Consortium’, a non-profit Alaska Tribal Organization as defined in 25 U.S.C. § 5304(l) with an address of 27 Kilbuck Road, Akiak, Alaska, 99552, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(INSERT NAME OF TRIBE) a Tribal Government individually recognized (including parenthetically) in the list published pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131)[[1]](#footnote-2) with and address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(INSERT TRIBE’S ADDRESS) that is seeking to become an Member of the Consortium.

The purpose of this membership agreement is to authorize the YKD Tribal Broadband Consortium to act on behalf of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(INSERT NAME OF TRIBE) to apply for, manage, and administer Federal and State broadband grants on its behalf to provide affordable broadband connectivity and services to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(INSERT NAME OF TRIBE)Tribal land and/or eligible service area. For the purpose of this membership agreement, “broadband” means internet service with: a download speed of not less than 25 megabits per second; an upload speed of not less than 3 megabits per second; and, a latency sufficient to support real time, interactive applications.

Because the Consortium is working to meet the September 1, 2021, deadline for the National Telecommunications, and Information Administration (NTIA), Tribal Broadband Connectivity Program (TBCP) grant applications, this membership agreement between the Consortium and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(INSERT NAME OF TRIBE) will be valid on the effective date of the attached Resolution authorizing the Consortium to apply for, manage, and administer an NTIA TBCP grant on its behalf.

As a member of the Consortium, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(INSERT NAME OF TRIBE) accepts the attached Consortium By Laws. Membership in the Consortium is voluntary, and Members may elect to withdraw from the Consortium at any time in accordance with the Consortium By Laws.

The Consortium is managed and controlled by a Board of Directors made up of Members of the Consortium. In accordance with the Consortium By Laws, the initial Board of Directors will consist of representatives from each of the first five Members with an initial term of one year.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(INSERT NAME OF TRIBE) submits the following as their proposed Member representative in the Consortium:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (NAME)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (STREET ADDRESS)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (CITY, STATE, ZIP CODE ADDRESS)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (TELEPHONE #)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (EMAIL ADDRESS)

On behalf of the Consortium:

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| **Yukon-Kuskokwim Delta Tribal Broadband Consortium** |
| Address:  27 Kilbuck Road, Akiak, Alaska 99552  (907)765-2009  www.YKDTribalBroadband.org  Executive Agent: Sheila Carl  27 Kilbuck Road, Akiak, Alaska 99552  (907)765-2009  Email: akiarmiu@yahoo.com  General Manager: Kevin Hamer  Address: 4850 Eisenhower Ave, Suite 419, Alexandria, VA 22304  Email: khamer@akiaktechnology.com  Phone: (703)624-8293  Signature:  Date: 6/1/2021 |

1. **Legal Status:** The YKD Tribal Broadband Consortium is a voluntary, YKD Tribes individually recognized (including parenthetically) in the list published pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131) for the purpose of providing affordable broadband access and services to its Member Tribes and their Tribal Communities on eligible Tribal land. The YKD Tribal Broadband Consortium will conduct its activities through the contractual powers of the Consortium and its Members in accordance with the Consortium By Laws. This Agreement is not intended to be, nor shall it be construed as a joint venture, partnership, or other formal business organization. No Member of the Consortium can bind any other Member or create any relationship of principal or agent except as specifically provided herein. Nothing in this Agreement shall grant to any Member the right to make future commitments of any kind for or on behalf of the other Members. No Member shall have any liability for any activities of any other Member of the Consortium.
2. **Financial Obligations:** No Member is obligated to pay any fee or membership dues to the Consortium for membership.
3. **Resignation:** Any Member may resign at will from the Consortium after it has provided written notice to the Consortium ten (10) days in advance of the effective date of the resignation. Upon resignation from the Consortium, such Member shall (1) cease to be a member of Consortium, and (2) be conveyed and disaggregated, to the extent any funds were disbursed by the NTIA to the Consortium, and with approval of the NTIA, any dispersed but unexpended funds provided to the Consortium to support broadband for the resigning Member Tribe will be reprogrammed or returned to NTIA. If a Member withdraws prior to the deadline for submitting applications to the TBCP, and the Consortium has not already submitted an application, the Consortium will not include such Member in its application and such Member may apply on its own.
4. **Publicity:** Each Member acknowledges that the Consortium will maintain a website for the purpose of providing information to interested Tribes and Tribal Organizations and consents to the disclosure of its name on that website as a Member of the Consortium.
5. **Confidentiality:** Each Member agrees that, except as otherwise required by law, it will keep confidential any non-public information that it receives regarding Consortium, or other Members as a result of its status as a Member in the Consortium. The YKD Tribal Broadband Consortium agrees that, except as otherwise required by law, it will keep confidential any non-public information that it receives regarding its Members.
6. **No Warranty:** Consortium makes no warranty or representation that any application to the NTIA will result in a grant award or that the Consortium or any Member will receive any grant funding pursuant to the TBCP. YKD Tribal Broadband Consortium and the Members expressly agree and waive any and all claims against YKD Tribal Broadband Consortium and each other arising out of or related to any failure or defect in any application submitted by the Consortium on the Member’s behalf. YKD Tribal Broadband Consortium and all Members further disclaim any warranties, including without limitation any implied warranty for merchantability or fitness for a particular purpose, to each other, to any agency, and to third parties for actions, omissions, products, non-conformities, defects, liabilities or infringement arising out of the Consortium. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained.
7. **Entire Agreement:** This Agreement, Tribal Resolution, and the Bylaws of Consortium constitute the entire agreement of the Parties and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions among the Parties, whether oral or written, with respect to the subject matter hereof.
8. **Amendments:** No amendment or modification of this Agreement shall be valid unless made in writing and signed by the Member and Consortium.

1. See Department of the Interior, Bureau of Indian Affairs, Indian Entities Recognized by and Eligible to Receive

   Services From the United States Bureau of Indian Affairs, 86 Fed. Reg. 7554 (Jan. 29, 2021), available at

   <https://www.govinfo.gov/content/pkg/FR-2021-01-29/pdf/2021-01606.pdf> [↑](#footnote-ref-2)