**NOVATION AGREEMENT BETWEEN [LIBRARY NAME] AND CALIFA**

This Novation Agreement (“Agreement”) provides notice and agreement between the Parties that:

**WHEREAS,** Califa, acting on behalf of the California State Library, is the Statewide Broadband Aggregator for the California State Library Broadband Services Project; and

**WHEREAS**, Library has entered into the Original Agreement with Califa dated \_\_\_\_\_, 20\_\_ to obtain one or more data circuits to connect Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in Appendix #1 and subsequent Addenda, attached, to connect Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

**WHEREAS**, as of [DATE] the California State Library has appointed Columbia Telecommunications Corporation d/b/a CTC Technology and Energy (“CTC”), to assume the rights and responsibilities and perform the functions of the Statewide Broadband Aggregator on behalf of the California State Library as defined by the terms of the California Broadband Services Project program and that, upon said appointment, Califa will cease to perform those functions.

**Now Therefore**, The Parties execute this Agreement to novate the assumption of the duties under the Original Agreement to CTC:

The Parties acknowledge and agree that Califa, on behalf of the California State Library, have transferred and assigned its duties and responsibilities of the Statewide Broadband Aggregator to CTC pursuant to the terms of the grant program administered by the California State Library.

By signing this Amendment, Library, Califa, and CTC agree that,

1. The Original Agreement is hereby amended to replace the reference to “Califa” with a new reference to “CTC.”
2. The Original Agreement remains in full force and effect as between Library and CTC from the date of this Agreement and that CTC, on behalf of the California State Library, will assume all rights and responsibilities of Califa under the Original Agreement
3. CTC will perform the functions agreed to by Califa as set forth under the Original Agreement including all addenda, appendices and subsequent amendments.
4. The Indemnification clause in the Original Agreement is amended to state:

**Indemnification.** Library agrees to indemnify, defend and save harmless CTC, its, officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Library in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Library, its officers, agents, or employees. CTC agrees to indemnify , defend, and save harmless Library, its trustees, officers, agents and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CTC in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTC, its officers, agents, or employees.

1. This Agreement serves as written notice to Library of this change in the Broadband Aggregator duties and of the continued obligation by Library to comply with the terms and conditions of the Original Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Novation Agreement to be executed by their respective duly authorized representatives*.*

**For Library For Columbia Telecommunications Corporation**

Signature Signature

Name Name

Title Title

Date Date

**For Califa**

Signature

Name

Title

Date