

ALASKA TRIBAL SPECTRUM MANAGED MEMBER AGREEMENT

THIS AGREEMENT is made and entered into by and between Alaska Tribal Spectrum, a non-profit Alaska corporation with an address of 721 Depot Drive, Suite 155, Anchorage, Alaska, 99501 (“ATS”), and _____ an Alaskan Tribal Organization (“ATO” or “Your Community”) with an address of _____.

WHEREAS, ATS was formed as a non-profit and submitted an application on behalf of its existing ATO Charter Members to the Federal Communications Commission (“FCC”) for 2.5 GHz spectrum pursuant to the Rural Tribal Priority Window established by WT Docket No. 18-120, FCC 19-62 (“Rural Tribal Priority Window”) in September, 2020; and

WHEREAS, The on-going mission of the Alaska Tribal Spectrum nonprofit is to:

1. Leverage the FCC awarded Tribal 2.5GHz spectrum to obtain last mile wireless infrastructure funding to create and expand a statewide Alaska Tribal Network (ATN) that will connect to any available middle mile to deliver sustainable, affordable “Broadband For All” everywhere in the State of Alaska.
2. Obtain funding to significantly reduce the cost of middle mile for all rural Alaskans NOW; and

WHEREAS, the ATO submitted an application for 2.5 GHz spectrum to the FCC that has been accepted or is pending acceptance for an area that was not part of the ATS FCC application; and

WHEREAS, the ATO would like to become an ATS managed member;

NOW THEREFORE, the Parties agree as follows:

1. Legal Status: The Alaska Tribal Spectrum Consortium is a Tribally controlled, voluntary, nonprofit association of ATOs for the mission set forth above. The Alaska Tribal Spectrum Consortium will conduct its activities through the contractual powers of ATS and its Members. 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 Managed Member the right to make future commitments of any kind for or on behalf of the other Members. No Managed Member shall have any liability for any activities of any other Member of the Consortium.
2. The ATO will be admitted into the Alaska Tribal Spectrum consortium as a Managed Member and participate in ATS benefits when all membership requirements below have been satisfied.
3. Membership Requirements -
 1. Your community applies to become a Member of ATS by applying online at www.aktribalspectrum.org/join-us
 2. Your Community will be ineligible to receive any ATS Member benefits as listed in this agreement, or be included in any grant applications for funding, until it executes, a Tribal resolution that confirms ATS membership per this Agreement. The resolution also authorizes a spectrum management services agreement with ATS to manage your spectrum for Your Community benefit as an ATS member community.
 3. There are no fees for membership of any kind.

4. Membership Benefits

1. **Your Community is part of the Alaska Tribal Network (ATN).**

The ATN is a wireless 2.5 GHz last mile network of communities that delivers affordable broadband throughout Alaska.

2. **Your Community will generate revenue from spectrum data usage on the ATN as a Spectrum Access Owner (SAO).**

As a managed ATS member, you give up no rights of ownership in your spectrum and you will be paid when data flows on your spectrum. Because the ATN offers affordable broadband, the spectrum is likely to be used frequently. This means your spectrum revenue benefit is maximized. This also means you earn income even when anyone who subscribes from any ATN community is in your community using data over the ATN spectrum.

3. **There is no cost or fees to be an ATS member.**

Unless there are matching requirements for a particular grant opportunity, there is no cost for the opportunity to receive infrastructure, installation funding and on-going revenue for your community when ATS is successful in raising funds. As an ATS member, you will be part of a large statewide Tribal consortium that is seeking success for all members.

4. **Your Community will be offered the chance to earn additional revenue.**

As long as your Tribe meets the ATN requirements, they can choose to be a Network Access Owner (NAO) or Virtual Service Provider (VSP) for their community and earn income.

5. **ATS will apply for many grants to provide significant broadband middle and last mile funding for Your Community.**

ATS will apply as a Tribally owned and controlled nonprofit for potential large grant awards and subsidies for its members. This significant funding will be used to install ATN infrastructure and reduce the cost of broadband access in ATS Member communities. ATS will write and submit the grants on your behalf.

6. **Your Tribe has the ability to nominate and vote on management representatives for the Policy Board.**

The ATS Policy Board is made up of ATS Tribally elected managers that maintain the network policies of the ATN. This ensures that the ATN is managed for the maximum benefit of all Tribal members who determine their own destiny. As a member your tribe will have the ability to nominate and vote on the Policy board membership.

7. **Your Community is poised to take advantage of mobility in the future.**

As an ATS member, your community will be poised to take advantage of mobility in the future because the ATN is designed and built to enable 5G LTE capabilities. This means that broadband could be available on any network device anywhere in your community in the future within signal range, with minimal refactoring. Phone service may be offered by VSPs to allow for additional broadband services.

8. **No Tribal Requirements for Broadband Network Equipment Management.**

- a. All ATS communities will be part of the ATN. Network equipment upkeep and management will be maintained by the Network Access Owners (NAO) to a standard required for top quality service. Unless Your Community contracts to be the NAO, Your Community need not provide any expertise or be responsible for any upkeep.
- b. Technical training/job skill training opportunities with local VSPs for Tribal members will be offered by the VSPs.

9. **FCC “Buildout” requirements will be addressed for your community.**

ATS will use its best efforts to seek funding for Your Community build out requirements. FCC required reporting will be done by Alaska Tribal Spectrum as your agent with the FCC. Your Community will have no reporting requirements of any kind. ATS will communicate license related updates and status in a timely manner.

10. **ATS is responsive and aware of time sensitive broadband opportunities and industry trends.**

ATS will supply a consistent Tribal voice to ensure ATS Member broadband issues and needs are addressed at state and federal levels and that Your Community is kept up to date. As broadband funding, education, and training opportunities arise, ATS will contact its members to invite their participation.

5. Membership Voting Rights – As a Managed ATS member, the Member shall have the ability to nominate individuals for Policy Board seats. The ATS Managed Member will also be included on the established voting process for the Policy Board seats as determined by the ATS management.

6. Resignation: Any Managed Member may resign at will from the ATS Consortium after it has provided written notice to ATS ten (10) days in advance of the effective date of the resignation. Upon resignation from the Consortium, such Managed Member shall (1) cease to be a Member of ATS and shall no longer receive the benefits of ATS membership. Upon resignation, the Managed Member will have no ability to disaggregate or partition any portion of any spectrum currently leased to ATS until the end of the current lease term per the lease agreement.

7. Publicity. Each Member acknowledges that the Consortium will be maintaining a website and conducting marketing for the purpose of providing information to interested Tribal entities and consents to the disclosure of its name on that website or any ATS marketing related to outreach or participation on the ATN.

8. Confidentiality. Each Member agrees that, except as otherwise required by law, it will keep confidential any non-public information that it receives regarding ATS, or other Members as a result of its status as a Managed Member in the Consortium. The Alaska Tribal Spectrum agrees that, except as otherwise required by law, it will keep confidential any non-public information that it receives regarding its Members.

9. No Warranty. Alaska Tribal Spectrum and all Members 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.

10. Entire Agreement. This Agreement constitutes the entire membership agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions among the Parties, whether oral or written, with respect to the subject matter hereof.

11. Amendments: No amendment or modification of this Agreement shall be valid unless made in writing and signed by the Managed Member and ATS.

By Signature below I am certifying that to the best of my knowledge, information, and belief, all information provided to Alaska Tribal Spectrum Consortium by this agreement, is correct and that I am agreeing to all the terms and conditions herein. I also certify that I am authorized to make this agreement for our ATO.

Tribal Name		Alaska Tribal Spectrum	
Name		Name	
Signature		Signature	
Title		Title	
Phone		Date	
E-mail			
Date			