



Service Level Agreement (SLA)

between

**Communications Services & Enterprise Systems
Group**

and

(dept name)

For Hosting and Managing a Department Server

Fiscal Year 2005-2006

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the services to be provided by Communications Services and the Enterprise Systems Group (hereafter referred to as "CSR&ESYS") in support of server(s) managed and hosted in the Data Center located in Butte Hall and operated by (dept name) (hereafter referred to as (dept)); and, to delineate the roles, responsibilities, and relationships of each party, as parties to this agreement.

II. (dept) RESPONSIBILITIES

1. **Designated Contact Person:** (dept) agrees to identify a Primary and Secondary Designated Contact Person (DCP). The Primary DCP will serve as the primary liaison with CSR&ESYS for the delivery and conduct of support services. The Secondary DCP will be fully authorized to assume this role in the absence of the Primary DCP. The DCP facilitates the delivery of support services with CSR&ESYS by collaborating on priorities, refining requirements, coordinating scheduling, handling procurements, and disseminating information among appropriate staff.
2. **Access:** (dept) will have physical access to their server(s) based on need and by appointment only. CSR&ESYS retains physical access and control of the server(s); and performs planned maintenance work regularly, including emergency work when necessary. An emergency in this case is defined as any unforeseen circumstance (e.g., security patches to address high impact worms/viruses) that requires immediate action, regardless of the impact to end users or other services provided by the server(s). An emergency shall be determined to exist by CSR&ESYS, leveraging the input of (dept) as needed.
3. **Procurements:** (dept) is responsible for the purchase, license and maintenance costs of all hardware, software, and network components. (dept) will purchase hardware, network components and the server(s) software through and/or in coordination with CSR&ESYS. It is required that (dept) consult with CSR&ESYS on all hardware, software and network related procurements prior to placing orders to ensure the products and/or services best meet (dept) needs and are certified for use on the server(s) in the Butte Hall Data Center. On all hardware items, we require Gold level support or equivalent 24 hour by 7 day support.

Unless otherwise waived by CSR&ESYS, all hardware must be refreshed at least every 5 years. Unless otherwise waived, hardware replenishment must follow the ESYS vendor of choice. CSR&ESYS will not support operating systems that have become end of life. Although the application software is the responsibility of the (dept), for support and security purposes it is highly recommended that the application software remain current.

4. **Licensing Compliance:** All software purchased by (dept) for use on the (dept) server(s) shall be properly licensed in sufficient quantities to cover actual usage. Software to include but is not limited to operating system licenses and user cals if applicable, database licenses, vendor application licenses, middleware licenses if applicable. All software must be current and supportable by the manufacturer.

Server(s) Security: CSR&ESYS is responsible for the system administration and applicable security of the (dept) server(s) and explicitly agrees to adhere to campus security and use policies and procedures. Applicable system administration to include but is not limited to: maintaining current operating system patch levels, web service (IIS or apache) system level

patches, host based firewall configurations, local administration account access, system log review (host based firewall logs, system logs and if applicable web logs). System Administration also includes McAfee anti virus update for Windows Servers. (dept) is responsible for all application security. Application is defined as vendor supplied or custom application software. Application software is designed to interact with the users of the system. This will include any database maintenance and database logs. Database also includes database connection software (odbc drivers) unless otherwise specified. If the application software requires items such as custom, non-default compilers or editor software or programming languages (e.g. dotnet, php, etc.), then these components shall be the responsibility of the (dept and/or installing user). Application user definition and audit logging are also included. Vendor access and logging must also be coordinated and maintained by the client.

Communications protocols must be secured where possible. FTP, Telnet and other insecure protocols will not be supported. Weekly each server will be scanned for any system vulnerabilities. Any system vulnerabilities will be reported immediately to the (dept) and resolved as soon as possible.

ESYS and (dept) are required to jointly file and maintain a server security worksheet (SSW) with the Information Security Office (ISO). Any substantial changes to the security environment must be approved with the ISO and documented in the SSW.

Consistent with campus policy and practices, CSRV&ESYS reserves the right to disconnect any server(s) from the network that poses a threat or which may be directly tied to the assessment of a perceived threat to the environment because of security exposures or any condition that puts the University at risk, including potential violations of existing laws or policies.

5. **System and Application Administration:** (dept) is responsible for the administration of department-specific application software on their server(s). CSRV&ESYS is responsible for on-going server(s) operating system version and patch management.

This agreement covers all routine system administration. If the (dept) embarks on a migration to new hardware, an operating system upgrade or any other significant project work, CSRV&ESYS reserves the right to separately negotiate professional services fees.

Backup and Restore: CSRV&ESYS is responsible for backups and restores to the (dept) server(s). (dept) can request copies of backup tapes, at an additional cost, as needed. For backups we require either: 1) a quiescent state that is restorable, or 2) a recent 'snapshot' (that is restorable) be on disk at backup time. Off-site delivery of back-up tapes is done once every week to ensure off site storage for disaster recovery purposes. Emergency requests will receive two hour response time during working hours and support. An excessive number of emergency requests may result in an additional fee for the supplemental courier service.

III. SCOPE OF SERVICES

SUPPORTED SYSTEMS & SERVICES:

1. **Physical Security:** All server(s) are located in a secure building with both physical and electronic security. Facilities are alarmed and monitored after hours by University Police.

Server(s) Monitoring: CSRV&ESYS can periodically monitor the availability of key services and applications running on the servers. Should those services or applications become unresponsive; alerts can be sent via email and/or pager to a specific contact person of (dept). CSRV&ESYS will configure application monitoring as defined in the SLA agreement. This is the SLA... maybe in the attachment? Any alerts triggered by an application will be the responsibility of (dept) to resolve. CSRV&ESYS will review the alerts and coordinate any support that will be necessary during normal business hours. CSRV&ESYS is responsible for operating system monitoring and alerts. CSRV&ESYS is available to power a server(s) on and off at (dept)'s request during normal campus business hours.

2. **Environmental and Powering Monitoring:** CSRV&ESYS provides environmental monitoring of the Data Center and is responsible for environmental elements such as temperature and emergency backup power.
3. **Installation:** CSRV&ESYS will rack (dept) server(s), run network cables, and connect to the campus network as a part of the CSSV support fee.
4. **Network Connection:** The (dept) Primary and Secondary DCPs will be notified at least one week prior to planned network outages via the standard notification process. CSRV&ESYS will notify the DCPs by voice and email of emergency outages that may affect their server(s). CSRV&ESYS will notify (dept) of broad (switch level and higher) network disruptions.
5. **Planned Maintenance:** Occasionally, maintenance is required that may disrupt network connectivity or access to server(s). (dept) will receive at least one-week notice prior to planned maintenance. CSRV&ESYS will make every effort to provide two weeks or more notice when possible. (dept) will be notified as soon as possible in the case of emergencies or network failure.

For any department-specific application software upgrades or patch management as well as any CSRV&ESYS initiated upgrades or patch management will be coordinated and communicated through the use of a Change Request Form (CRF). See attached. Due to the security concerns surrounding patch management, the expectation is that zero day exploits are loaded within 24 hours while other less critical patches are evaluated and applied as necessary. The CRF process will ensure communication to the (dept) such that any downtime as a result is coordinated.

6. **Network & Application Software:** All applications are subject to review and can be disallowed if they are determined to have a detrimental effect on the network, CSRV&ESYS services, or other campus systems.
7. **Remote Access:** (dept) will be able to access their server(s) console remotely over IP. Remote connection(s) must be established over a secure connection protocol such as remote desktop or secure shell. Following campus security requirements, remote access must be performed on a secure management workstation.

SERVICE HOURS AND RESPONSE TIMES

The Butte Hall Data Center is open during normal campus business hours. The Data Center is monitored 24 X 7 except Thanksgiving and Christmas.

CSRV&ESYS is not responsible for any damages (dept) may suffer as a result of unanticipated service disruption attributed to CSRV&ESYS or (dept) hardware or software failures. CSRV&ESYS does not make implied or written warranties for any of our services. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by CSRV&ESYS.

SERVICE SATISFACTION

(dept) is encouraged to contact CSRV&ESYS any time they are dissatisfied with the level of service they have received. The preferred approach is to contact the CSRV&ESYS Network and Enterprise Servers Manager, who will make every effort to remedy the situation to (dept)'s satisfaction. The CSRV&ESYS Network and Enterprise Servers Manager will discuss the problem with (dept) and take appropriate remedial action.

(dept) should escalate any unresolved issues to the Computing and Communications Services Director if satisfactory progress is not being made toward the resolution of their issue.

IV. SERVICE FEES & PAYMENT SCHEDULE

1. **Annual Fee:** A service fee per annum has been established for the services defined herein, based upon the (dept) Server(s) Cost Summary Worksheet.

ANNUAL FEE for (dept) \$

2. **One-time Fee:** Any initial set-up and infrastructure costs will be billed as one-time fees. Any other one-time charges will be billed on an as-needed basis. One-time fees are based upon the (dept) Server(s) Cost Summary Worksheet.

ONE-TIME FEE for (dept) \$

3. **Payment Schedule:** (dept) will prepare and submit a budget transfer or CAF for all services rendered under the terms of this agreement. If the amount is over \$5,000 and (dept) is not doing a budget transfer, CSRV&ESYS will prepare a PEWAF and send to (dept) for signatures. Once the PEWAF is returned, CSRV&ESYS will submit to Procurement and Contract Services for invoicing. (dept) will approve the expenditure transfer within 30 days of receipt. Charges for services performed outside the scope of this Service Agreement will be billed separately at rates negotiated prior to the commencement of such activities.

V. TERMS

1. **Effective Term:** This Service Agreement is in effect beginning July 1, _____ through June 30, _____, unless renewed or terminated as described below.
2. **Billing:** All Service Agreements are due and payable no later than _____.
3. **Termination:** One party may terminate this Service Agreement upon the failure of the other party to substantially perform the duties specified in this Agreement. This Service Agreement is terminated 30 days after written notification of this failure, unless the failing

(dept name)

party corrects the failure to the satisfaction of the terminating party. On termination, (dept) is only liable for payment for services performed in accordance with the provisions of this Service Agreement prior to the effective date of termination. (dept) will coordinate with CSRV&ESYS for the removal of their equipment. Appropriate refunds will be processed upon termination.

4. **Amendments:** Changes to this Service Agreement can take place when both parties agree in writing.
5. **Renewal:** (dept) will be given an opportunity to renew/extend the term of this Service Agreement at least 60 days prior to the expiration date. In the event that either party wishes to re-negotiate any terms or conditions of this Service Agreement, they shall notify the other party of the proposed changes and, if required, a meeting will be held to discuss and agree upon revisions to the Service Agreement.

VI. CONFIDENTIALITY

(dept) acknowledges that CSRV&ESYS has full, unrestricted management responsibility for (dept)'s server(s), support hardware and operating system software. CSRV&ESYS agrees to place the highest priority on protecting the confidentiality of data residing on the (dept) server(s). It is similarly acknowledged that CSRV&ESYS will not permit others to access (dept)'s resources without the express permission of (dept). However, CSRV&ESYS reserves the right to access (dept)'s resources in the event of an emergency, to act to prevent loss or damage to University resources, and to investigate a suspected incident or legal or policy violation.

VII. CONTACT INFORMATION and SIGNATURES

	Primary DCP	Secondary DCP	CSRV&ESYS Network & Enterprise Servers Mgr
Name			
Office Phone			
Cell Phone			
E-mail			

I agree to the terms and service described in this agreement.

(name) /date
Director
Computing & User Support

(name) /date
Director
(dept name)

(name) /date
Director
Communications Services