

Service Level Agreement

for server hosting services provided by the Information Technology Division at the University of Memphis

This Agreement is made this **xth** day of **xxx**, 20xx, by and between the Information Technology Division at the University of Memphis, hereinafter referred to as "ITD", and "Client", hereinafter referred to as an internal University of Memphis college, department, group and/or faculty/staff members.

I. Background and Purpose

Technology is increasingly critical to virtually all activities and services whether or not they are administered by ITD. Some critical IT equipment and data are owned by and located within various campus departments (in some situations, without adequate ventilation, power supply or administration). Adequate and secure facilities for services and equipment that provide this critical data need to be established. Information Technology Division has developed a service level plan that is adaptable to the various needs of these campus users.

The purpose of this Service Level Agreement (SLA) is to establish a partnership/ agreement between ITD and the Client to define services and responsibilities such that ITD will provide services to departments to insure critical departmental computer equipment and data is properly maintained.

II. Primary Institution contacts

ITD

Server Administration Services

Harry Flowers
Manager, Systems Software
Office: 901-678-3650
Cell: 901-4842890
Email: flowers@memphis.edu

Operational Relations

Mark Reavis
Director, Network Services
Office: 901-678-2924
Cell: 901-258-2924
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U of M

TBD

III. Server Hosting Services Provided

(Please see Appendix I for the details surrounding each of the three service levels offered.)

ITD will consult with Client to determine the appropriate level of service and associated costs.

- Bronze Level** – facility for equipment. ITD provides facility. Client retains operational responsibility.
- Silver Level** – facility and OS support. ITD provides facility and OS support for Client equipment.
- Gold Level** – ITD provides facility, equipment, and OS support.

- Additional Server Storage** - Additional backup storage above 20GB

IV. Availability of Server Hosting Services

- The UoM has invested considerable resources to establish state of the art data center facilities to insure critical IT resources are available 7 x 24. ITD desires to work with colleges and departments to develop effective strategies and service offerings based on a working partnership with departments. ITD will work with departments to develop an affordable and effective service relationship for critical IT equipment across the campus.
- ITD and Client have discussed and agree on the following service availability standards:

V. Client Responsibilities

ITD and the client will jointly establish a team with responsibilities to coordinate server hosting planning, operations, and maintenance to ensure essential coordination and planning such that required service levels can be maintained. General client responsibilities are detailed in Appendix I. In addition, the client will be responsible for and manage the following:

- Identify contact personnel who will serve as the primary technical liaisons. These personnel will be registered in the ARS problem tracking system and will enter and receive problem tracking reports and summaries.
- Acknowledge, follow-up, and close-out any helpdesk query that ITD forwards to Client for resolution.
- Provide ITD with timely notice of any disruption of services and/or changes in the Client's technical and/or server environments.

- Provide contacts that will be available to assist ITD with tasks that may require “after hours” completion.
- Evaluate and communicate any problems or concerns with services to the ITD Liaison.
- Other

VI. Scheduled Maintenance Events (applies to Silver and Gold level)

- ITD maintains a standard maintenance window (Sunday midnight – 6AM CST; Saturday 3:00am-6:00am following 2nd Tuesday of month) for routine maintenance. Any scheduled maintenance outside this window that requires ITD services must be scheduled with ITD staff in advance of the maintenance. While actual maintenance times can be negotiated, Client should allow for a minimum of (1) hour weekly and (10) contiguous hours monthly when scheduled maintenance downtime can be scheduled. (Note: in any month, actual maintenance requirements will vary; not all of the above times may be required every month. At times, periodic application and server maintenance times may need to extend beyond the scheduled maintenance windows; these mutually agreed maintenance extensions are in addition to above.)

VII. Service Measures (applies to Silver and Gold level)

- ITD will provide Client with monthly operational “machine room” environmental status logs as well as “downtime summaries” from the ARS problem tracking system.

VIII. Change process

- This SLA may change over time. This SLA should be reviewed annually, prior to contract renewal. Both parties will review and approve any changes prior to annual renewal.

IX. Termination of this Service Level Agreement

- Either party may terminate this SLA by giving written notice to the other at least 90 days before the effective annual date of renewal. In that event, ITD shall be entitled to receive just and equitable compensation for any work or services performed or contracted for through the termination date. Client shall have the right to immediately terminate this agreement and withhold payments in excess of fair compensation for work completed in the event that the other party fails to perform in timely and proper manner or breaches any material term of this agreement.

X. Costs of providing Server Hosting Services

- Client and ITD recognize that there may be recurring as well as non-recurring costs and obligations associated with providing some services outlined in this agreement. Examples may include; staff hires, vendor contracts for hardware or software, etc. ITD will utilize its collective negotiating and purchasing powers with external vendors to secure the most advantageous contract pricing. Any recurring costs, such as hardware or software maintenance will be billed directly to the client.

All known costs associated with Silver and Gold hosting services are contained within Appendix I. Client will encumber annual recurring costs at the beginning of each fiscal year, with monthly payments for specific services to ITD. Costs for each subsequent year after the 1st year, will be established prior to renewal; adjustments due to any service or contractual changes will be reflected in each annual renewal.

XI. Term

- The term of this agreement is three years, with annual renewals. The agreement is effective from July 1 to June 30 each year. Except under extraordinary circumstances, each annual contract will not be terminated prior to the annual termination/renewal point. .

XII. The parties further agree that the following shall be essential terms and conditions of this Agreement.

- A. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
- B. The term of this contract shall be from (beginning date) to (ending date).
- C. This Agreement may be modified only by written amendment executed by all parties hereto.
- D. The client is responsible for their business continuity plan in the event of a disaster or other influence that might cause a disruption in service.
- E. Client access to equipment is 7x24.
- F. Upgrades to the server hardware or software may be reviewed annually by ITD or at the request of the Client.
- G. The client is responsible for any physical relocation costs associated with this service level agreement.
- H. The hosting facility will be determined by the type of client equipment. Some services, such as backup generator power are not available at all facilities.

XIII. Approvals

ITD

U of M Client

Vice President or Designee

Client Name / Department Name
Financial Manager of Fund

Date

Date

TOTAL Costs

Base cost \$

Service Level:

Additional Costs \$

Description of extra costs:

Total per month \$

BILLING ACCOUNT INFORMATION

Financial Contact:

FUND:

ORG:

PROGRAM:

ACTIVITY (optional):

ACCOUNT:

INDEX:

Appendix I

Bronze Level

ITD will work with the department to determine the best facility to host their server(s) and coordinate the relocation for the client.

The **Bronze Level** includes a secure environment with electrical power, HVAC, and network connections. Backup generator power and UPS are limited to certain host facilities and placement is based upon Client's equipment. ITD will provide facilities for data backup (up to 20GB). Departments can access their equipment 7x24.

The **Client** is responsible for:

- Software and hardware service contracts
- Administration of all hardware and software
- Backup power supply (UPS) – (available at some facilities)
- Any one time relocation costs
- Backup storage in excess of 20GB

Cost: NO Monthly Charge

Silver Level

ITD will work with the department to determine the best facility to host their server(s) and coordinate the relocation for the client.

The **Silver Level** includes a secure environment with electrical power, HVAC, network connections and system administration for supported OS¹. Backup generator power and UPS are limited to certain host facilities and placement is based upon Client's equipment. ITD will provide facilities for data backup (up to 20GB). Departments can access their equipment 7x24.

The **Client** is responsible for:

- Software and hardware service contracts (required for hardware)
- Administration of all non-OS software (i.e. 3rd party software, applications, etc) hosted on the server
- Backup power supply (UPS) – (available at some facilities)
- Any one time relocation costs

Cost: \$695 per server, per month

Additional cost for extra backup storage capacity - \$0.11 per GB per month

Gold Level

The **Gold Level** includes a standard server² located in the ITD central data center. The ITD data center provides a secure, 7x24 environment with electrical power, HVAC, backup generator power, UPS and network connections. ITD will provide facilities for data backup (up to 20GB) and system administration services for supported OS¹.

The Client has the option to purchase the server from their funds or ITD may provide the server as part of the monthly service.

The **Client** is responsible for:

- Software and hardware service contracts (required for hardware)
- Administration of all non-OS software (i.e. 3rd party software, applications, etc) hosted on the server
- Funding purchase of server (optional)

ITD Provides Server

Cost: \$930 per server, per month

Additional cost for extra backup storage capacity - \$0.83 per GB per month

¹ Supported Operating System (OS)

- Windows Server 2003 Standard
- Windows Server 2003 Enterprise
- Windows Server 2003 Datacenter
- Windows Server 2003 Standard R2
- Windows Server 2003 Enterprise R2
- Windows Server 2003 Datacenter R2
- Solaris 9
- AIX 5.3
- Mac OS X Server 10.4
- Red Hat Enterprise Linux AS 4
- Red Hat Enterprise Linux ES 4
- SUSE Linux 9

ITD will annually publish/update a list of supported OS versions. ITD will provide at least 1 year advance notice if an OS/version will be dropped from support.

² Standard Server configuration (negotiable, but may affect monthly cost)

- 2 CPU, 4GB RAM server or VM server