iTech

Memorandum of Agreement
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1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to clarify the responsibilities of iTech as the Service Provider and the responsibilities of the “Customer,” to facilitate a smooth working relationship between the parties. The MOA Authorization document with this Agreement indicates the Customer accepts these terms and conditions. This MOA shall supersede all prior agreements and understandings written and/or verbal. No part of this document shall be interpreted to conflict with university policies, procedures or regulations.

2. Customer Responsibilities:

2.1. Access for iTech Staff
Customer will provide appropriate access for iTech Technical Support Personnel to Customer staff and equipment, to help ensure that iTech can provide the level of service as defined by this Agreement.

2.2. Registration of Support Needs
All support needs will be registered prior to diagnosis or remediation by iTech technical staff. Registration of support needs can be made by going to www.usm.edu/itech/helpDesk and selecting “Place a Work Order”.

3. iTech Responsibilities:

The iTech Help Desk, Desktop, Data, Network, Application Support, Technology Security and Application Development Teams will provide services as detailed in this Agreement.

3.1. Help Desk and Desktop Support Services
The Help Desk is staffed between the hours of 8:00am and 5:00pm Monday through Friday, except university holidays. Special arrangements for support services outside of normal hours can be made. Additional charges will apply.

Calls will be answered in the order they are received. The Help Desk phones are connected via a queuing system and calls are diverted to the first available operator. Calls are attended to as soon as possible.

Staff at the Help Desk will:
• log each IT related call
• solve the support need over the phone whenever possible
• allocate support needs to other support areas within iTech and, when appropriate, initiate escalation processes

iTech Technical Support staff will respond to support needs by priority. If a higher priority call is received, the Customer will be contacted by iTech staff to organize the timeframe for resolution.
3.2. Data and Network Support Services

Any failure of servers or devices under contract with the iTech Technical Support Team will be responded to based on maintenance contracts with vendors. Core Service Charges, if applicable, are included in the charges estimated.

Core Services include:
- Physical Server Setup & Maintenance
- Virtual Server Setup & Maintenance
- Software Backups and Licensing
- Server Storage and Licensing
- Operating System Setup, Licensing, & Maintenance
- Database Licensing
- Load Balancing
- SSL Certificates

iTech will administer operating systems (performance monitoring, systems tuning, upgrades), security, and hardware (availability, upgrades) for all servers and devices.

Assumptions:
- Servers will be maintained in the iTech server farm and backed up nightly.
- iTech will notify customers of impending physical server hardware end of life during 1st quarter each calendar year.
- Customers will be required to replace physical server hardware every 5 years with current technology.
- Adequate UPS to keep servers online during power outages will be provided as appropriate.
- Security to prevent compromise of Customer’s server(s) will be provided.
- Server area will be environmentally controlled and secured.

3.3. Application Support and Development Services

iTech will support requests for new and/or modifications to existing development based on prevailing costs and those costs will be provided as an estimate at the time these services are requested.

Requests for development must be submitted through the iTech Help Desk.

3.4. Services Availability outside the Scope of this MOA

Services are provided according to the prevailing costs of the resources necessary to provide the required services. Cost recovery for services provided beyond the scope of this MOA will be processed through journal transfers and will be organized between the Office of the Chief Information Officer and the Customer Business Contact. There will be a journal transfer for each job number...
for which chargeable services have been provided. The journal details will include the iTech work order number.

3.5. **Customer Satisfaction Analysis**

The service centers of iTech are focused on continuous improvement, within the available resources. To help ensure the level of quality service is maintained, the service centers welcome feedback from their customers and continually review performance. Comments about our services to let us know how we’re doing can be provided by leaving feedback.

3.6. **Maintenance Period**

A regularly scheduled maintenance window is established and is listed on iTech’s website (www.usm.edu/itech). Downtime occurring during the regularly scheduled maintenance period will not be included in service availability analysis. iTech reserves the right to schedule downtime outside of the regularly scheduled maintenance window in the event of an emergency such as a security breach or incident and will notify affected parties.

3.7. **Incident Response**

- A cyber-security incident is defined as one or more events that negatively impact the confidentiality, integrity, or availability of information or an information system.
- In the event that servers or services are affected by a cyber-security incident, iTech will notify the customer and provide any relevant information related to the incident.
- In the event that an affected device poses a threat to the campus network or Southern Miss reputation, iTech will implement remediation controls to contain the incident. As a result of remediation, customer devices or services may no longer be available until a resolution or work-around is in place.
- iTech cannot directly provide incident response to hosted services or devices unless there is a pre-existing agreement for incident response services for those or as specified in section 3.4.

3.8. **Disaster Recovery**

- A Disaster is defined as a time when critical machines, number of machines, or services are unavailable due to circumstances beyond the control of the Customer or iTech.
- The declaration of an IT disaster by the Chief Information Officer or his/her staff member officially delegated with this responsibility will mean the diversion of iTech staff to the resolution of the disaster. This will have an adverse effect on the ability of iTech to provide the services in accordance with the provisions of this Agreement during the crisis period.
- The development of a disaster recovery plan for the Customer is outside the scope of this Agreement.
4. Outside Contractors or Parts Purchase

- Customer is responsible for the maintenance contract costs required for parts and/or equipment to be replaced.
- In cases where it is necessary to call in outside contractors (i.e., external hardware repairers) to provide services and/or repair an equipment fault, iTech is responsible for arranging these services with the outside contractor. iTech Technical Support staff will provide assistance to Customer and the contractor as required. iTech staff will assist with testing the equipment after repair work to help ensure the equipment is again in working order. Any additional contractor costs will be paid by the Customer.

5. Quality Assurance and Exclusions

5.1. Quality Assurance

The priority assigned to a provided service is determined by the perceived impact of the services needed on the university. Factors included in this determination include the number of users affected, the severity of impact on the users, the criticality of the function or functions degraded and the availability of alternate methods of accomplishing the tasks. Problems are then classed as one of three priority levels with priority one being the highest.

5.2. Exclusions

iTech will not guarantee resolution times for the following situations:
- Service needs that are referred to Third Party Service providers.
- When systems are defined as being in disaster recovery mode.
- New equipment or software that is non-standard and has been added since this Agreement was executed.

6. Dispute Resolution Process

Issues and disagreements are best solved as close to the level of the disagreement as possible. Understanding that is not always possible, the Dispute Resolution Process intends to provide a pre-determined escalation process in order to provide clarity and minimize confusion when a disagreement occurs. The following escalation process is hereby agreed to by the parties:
- Initially, the operational contacts of both parties will meet to attempt to resolve the dispute.
- If the dispute is not resolved at the operational contact level, then the issue is to be escalated to the Customer Business Contact and the Customer Care Coordinator in iTech.
- If a resolution is still not reached, the issue is to be escalated to the Chief Information Officer and the Customer’s Administrative Representative who are the final arbiters in the dispute.
7. Terms of the Agreement

This Agreement shall commence on the date provided in Section 3 of the MOA Authorization document and shall continue for the entire length of the initial term listed in Section 3 of MOA Authorization document, subject to renewal and termination as provided for herein. The customer, upon sixty (60) days prior written notice, may remove individual services and/or features from this Agreement to iTech. After expiration of the initial term, customer and iTech shall each have the right to terminate this Agreement by giving the other party sixty (60) day’s advance written notice prior to the expiration of the then current term of this Agreement. If such notice is not received, the Agreement is automatically extended for an additional one-year period. Each renewal of the Agreement shall be upon the same terms and conditions herein contained except that the charges for service may be changed as provided herein. However, either party may terminate this Agreement for failure of the other party to comply with any of its terms and conditions.

8. Termination of the Agreement

• Termination of this Agreement may be initiated with a sixty (60) day written notice by either party in the event of irresolvable issues. The Chief Information Officer and the Customer's Administrative Representative have the authority to raise an intention to terminate the Agreement due to apparently irresolvable issues. The Agreement may be terminated wholly or in part.
• It is understood that delivering an intention to terminate this Agreement will only be raised after attempts in good faith to solve any disagreements utilizing the Dispute Resolution Process as defined elsewhere in this Agreement have been exhausted.

9. Skill sets and Resource requirements

• DBA
• Application Administrator
• Developer
• Desktop Technician
• System Administrator
• Security Analyst

10. Agreement Modifications

This Agreement may be revised by joint written agreement signed by both the Customer and iTech.
11. Payments and Charges

- Customer agrees to payment of charges listed in the MOA Authorization document. The charges provided in this Agreement will be invoiced on a monthly or annual basis dependent on license agreement signed with the Licensing Vendor. iTech reserves the right to terminate service upon ten (10) days written notice to the customer in the event customer is in payment default.

- Rates will remain constant for the first term of this Agreement. Thereafter rates are subject to increase ten percent (10%) per year. iTech reserves the right, after the first term, to further change the charges provided for herein by giving thirty (30) days prior written notice thereof to customer. If the charges are increased beyond the maximum ten percent (10%) annual increase, the customer may, with fifteen (15) days prior written notice, refuse to accept such increase and may then terminate this agreement, unless iTech agrees to forego the increase in price greater than 10%, in which event this Agreement will continue for the then current term. In the absence of such notice to iTech, the increased charges will become effective on the date specified by iTech.

Revision History
2014-09-30
- Modification to Assumptions in Section 3.2
- Addition of Section 3.7