MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 1st day of <MONTH ITS starts work>, by and between the Board of Regents of the University System of Georgia, Information Technology Services (“BOR”), and <INSERT CAMPUS NAME HERE> (“INSTITUTION”).

WHEREAS, INSTITUTION wishes to leverage IT support provided by BOR for provision and technical management of hosted, integrated services for DegreeWorks; and

WHEREAS, BOR incurs infrastructure and administrative personnel costs for support of hardware, storage, operating systems, databases, application services, and application installations and configurations, collectively known as “ENVIRONMENTS” used by INSTITUTION for the Degree Works application;

NOW, THEREFORE, the parties do hereby mutually agree as follows.

General Services

This MOA specifies the Information Technology support that BOR will provide to INSTITUTION. GeorgiaBEST Managed Services will provide reliable and efficient database administration and system support, including monitoring of the environments.

ITS will provide the following to INSTITUTION:

Equipment and Services – BOR will provide, manage, and maintain all server hardware; Data Center Environment; monitoring; backup and recovery; DBA services and System Administration services as detailed in Addendum A.

1. Authorized Points of Contact

The following key staff identified as "Contact Personnel" are responsible to all conditions of this exhibit on a 24x7 basis, 365 days per year:

<table>
<thead>
<tr>
<th>Role</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTITUTION Executive Contact</td>
<td>&lt;Name&gt;, &lt;Title&gt; some campuses have put the CBO here, i.e., the check signer; others the CIO</td>
</tr>
<tr>
<td>BOR Executive Contacts</td>
<td>Bobby Laurine, Vice Chancellor / CIO, and John Scoville, Associate Vice Chancellor / CTO</td>
</tr>
<tr>
<td>INSTITUTION Administrative Contact</td>
<td>&lt;Name&gt;, &lt;Title&gt; some campuses put the CIO here</td>
</tr>
<tr>
<td>BOR Administrative Contact</td>
<td>Karen Nunn, Director of Academic Services Beverly Norwood, Deputy Associate Vice Chancellor</td>
</tr>
<tr>
<td>INSTITUTION Technical Support Contact</td>
<td>&lt;Name&gt;, Title, most campuses put their IT daily task</td>
</tr>
<tr>
<td>lead person here</td>
<td>Andrea Williams, Service Manager Edward Townsend, Manager, Academic Technical Services</td>
</tr>
<tr>
<td>INSTITUTION Process Control Contact</td>
<td>&lt;Name&gt;, Title, most campuses put the Registrar or Banner Project Leader</td>
</tr>
<tr>
<td>BOR Technical Support Contact</td>
<td></td>
</tr>
</tbody>
</table>
A. These persons will meet regularly in an INSTITUTION-BOR joint meeting to review items such as service issues, maintenance items beyond standard maintenance, capacity planning, and upgrades or patches that may impact applications.

B. Uptime Hours: Normal production availability hours for Degree Works application are near 24 x 7, with exceptions for Maintenance Window and emergencies.

C. The ITS Service Level Guidelines and Maintenance Schedule are located on the ITS Customer Services website at http://www.usg.edu/customer_services. This site documents specific information for Maintenance Schedules, Target Response, Resolution and Update Times as of the date of this agreement.

D. INSTITUTION will be responsible for managing the scribing of catalog information into the DegreeWorks application except as defined in contract with third party supplier by INSTITUTION.

E. BOR will retain trained staff resources to provide, through the BOR Customer Services Help Desk, support and assistance to INSTITUTION staff for scribing of INSTITUTION catalog information into the DegreeWorks application. Upon written request from INSTITUTION to BOR, BOR may, based on staff resource availability, schedule with INSTITUTION to provide support and assistance for scribing activities onsite at INSTITUTION. In such cases, INSTITUTION shall bear the cost of travel expenses in accordance with standard BOR travel guidelines.

F. BOR will make reasonable (As defined) technical efforts to support INSTITUTION’s ability to make changes to the DegreeWorks “extraction code” as needed to accommodate campus business functionality needs. Where technical restrictions limit the ability of BOR to provide INSTITUTION’s ability to make changes to the DegreeWorks “extraction code”, BOR will work with INSTITUTION to make changes as needed per INSTITUTION’s request via the BOR Customer Services Helpdesk.

G. BOR will make reasonable technical efforts to support INSTITUTION’s ability to manage DegreeWorks “localizations” as needed to accommodate campus business functionality needs. Where technical restrictions limit the ability of BOR to provide INSTITUTION’s ability to make changes to the DegreeWorks “localizations”, BOR will work with INSTITUTION to make changes as needed per INSTITUTION’s written request.

H. INSTITUTION will be responsible for providing support to INSTITUTION faculty, staff and students for use of the DegreeWorks application. Support for system level issues will be addressed by BOR/ITS support personnel to INSTITUTION’s Technical Staff.

2. Term of Agreement

The term of this agreement shall be for a period of one (1) year, with the option to renew annually for a period of up to four (4) additional years.

3. Termination and Renewal

Either party may terminate this MOA after the initial one-year period upon giving 90 days’ prior, written notice of the intent to terminate to the other party. BOR will reimburse INSTITUTION for each month remaining in the term after the date of termination that had been previously paid by INSTITUTION.

**Events Upon Termination.** Upon notice of termination, BOR will, at no additional charge to INSTITUTION, cooperate with INSTITUTION in transferring INSTITUTION’s data from INSTITUTION’s BOR-hosted System to a new hosting service or back to INSTITUTION as directed by INSTITUTION. INSTITUTION’s data includes backup media, all data on servers/SAN, log files, and any other components of ENVIRONMENTS that may reside on
INSTITUTION’s BOR-hosted System.

4. Complete Agreement

This document and attachments referenced or attached hereto contains the complete agreement between INSTITUTION and BOR as to the subject matter described and no previous or subsequent agreement or understanding of any kind whatsoever shall be binding upon the parties with respect to the subject matter of this agreement. This agreement may be modified by the parties upon mutual agreement provided such modification or amendment is evidenced in writing and duly executed by an authorized representative of both parties.

5. Financial Agreements (Pricing)

INSTITUTION agrees to pay BOR the sum of $XX,XXX.XX per year for managed hosting services as described in this MOA, which includes costs of hardware, ORACLE physical and logical database support, application installation and configuration, monitoring, backup and recovery, patches, malware, and physical data center security. Pricing is not comprehensive of all software license costs.

INSTITUTION shall pay this bill to BOR in accordance with Board of Regents’ payment requirements.

Price Escalators. A number of the components that make up the Hosting Services include variables driven by INSTITUTION’s use and may trigger the price escalators described below:

Disk Storage – In the event that INSTITUTION exceeds or requests additional storage beyond the BOR overall allocated storage identified in Schedule A, INSTITUTION is obligated to purchase additional managed storage capacity to be identified and discussed at a joint BOR-INSTITUTION quarterly meeting. Once incremental charges for exceeding disk space limits are applied, they will remain in place for the duration of the term of Agreement.

Environment Capacity – Although the BOR/ITS is the named “expert” in system matters, the INSTITUTION must notify BOR at least sixty (60) calendar days in advance of any of the following changes:

A. INSTITUTION requires installation of software modules not explicitly detailed in Schedule A of this Scope of Services;
B. INSTITUTION requires installation of Application version upgrades that change the system resource requirements for normal operation of the Application;
C. INSTITUTION increases system records or user community populations which are mutually determined to cause degraded system performance from the items described in Schedule A;
D. INSTITUTION requires the addition of other third-party integration Applications;
E. INSTITUTION requires the addition of other tools or reporting applications that require additional, tiered access methods for operation; or
F. INSTITUTION makes any other change in usage pattern or Application environment not covered by other escalators in this Scope of Services;

In the event of any such changes, BOR will adjust the Hosting Services fees, upon written agreement with the INSTITUTION, to reflect the new resource demands necessary to maintain the Hosting Services to meet INSTITUTION requirements. All additional fees shall be in effect for the remaining duration of the term of the Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized signatories.

BOR:  
Board of Regents of the University  
System of Georgia  
By: ____________________________  
John Scoville  
Associate Vice Chancellor / CTO

College:  
<Enter INSTITUTION NAME HERE>  
By: ___________________________________  
<Name>  
<Position>
## SCHEDULE A

**GeorgiaBEST Managed Services**  
**Hosting Configuration and Systems Inventory**

<table>
<thead>
<tr>
<th>Environments</th>
<th># Application Instances</th>
<th># Virtual Machines (VMS)</th>
<th>Amount of RAM (GB)</th>
<th>Amount of Storage (GB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banner</td>
<td>2 (1 prod; 1 nonprod)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Banner Document Management Suite</td>
<td>2 (1 prod; 1 nonprod)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Degree Works</td>
<td>2 (1 prod; 1 nonprod)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Recruiter</td>
<td>2 (1 prod; 1 nonprod)</td>
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<td></td>
<td></td>
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<tr>
<td>Argos</td>
<td>2 (1 prod; 1 nonprod)</td>
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<td></td>
<td></td>
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<tr>
<td>Automic (formerly UC4)</td>
<td>2 (1 prod; 1 nonprod)</td>
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<td></td>
<td></td>
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<tr>
<td>Luminis</td>
<td>2 (1 prod; 1 nonprod)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>BEIS</td>
<td>2 (1 prod; 1 nonprod)</td>
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<td>Workflow</td>
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<tr>
<td>Mobile</td>
<td>2 (1 prod; 1 nonprod)</td>
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<tr>
<td><strong>Total Environments</strong></td>
<td><strong>12</strong></td>
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</table>