1. General Conditions

Both parties agree to the following conditions and agree that certain functions are inherent with providing the services described.

The work effort covered under this MOA will include establishing the initial ENVIRONMENTS and ongoing support of said ENVIRONMENTS for the Banner application and the integrated application components.

BOR will provide to INSTITUTION one Test and one Production environment for the Banner application.

BOR will perform standard backup procedures to ensure the integrity and continuity of user data is maintained. Archived data will be stored in an off-site location, as well as on site.

INSTITUTION understands that any additional servers added to those in Schedule A and certified in writing for installation in the Data Center will incur an additional fee for installation and support. Any additional resources or equipment will be at the discretion of the INSTITUTION and must be agreed upon in writing prior to any installation.

2. Institutional responsibilities:

INSTITUTION will retain responsibility for managing the entry and maintenance of information into the Banner application except as defined in contract with third party supplier by INSITUTION.

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

INSTITUTION shall provide the necessary support resources (As defined) that will be responsible for user functions, management and other application required roles, for other applications, roles, or job functions not explicitly supported under this Agreement.

INSTITUTION will provide all user support for workstations and end user devices (installations, moves, add changes, application support, etc.).

INSTITUTION will provide to BOR timely notification (a minimum of 14 business days) of upcoming events that will require changes to any component of ENVIRONMENTS. Large upgrade and installation projects and projects requiring end user testing and verification will
require longer notification lead times, and BOR shall not be responsible for delays or failure to meet INSTITUTION’s expectations if adequate lead time is not provided.

INSTITUTION shall be responsible for consulting with BOR for projects to establish requisite lead times.

INSTITUTION shall provide or bear the cost of customizations, code enhancements and system changes required by INSTITUTION to operate to the extent not provided through this Agreement. These do not include any federal, state or BOR mandated changes as it is expected by the INSTITUTION that these will be part of system update and continued maintenance.

The workload defined in this document is considered to be that of a “steady state”. Both organizations acknowledge that unanticipated projects may arise that may require additional commitments of time and resources. INSTITUTION will provide BOR with as much notice as possible, but no less than 30 days’ notice, of projections of new system support requirements (including relocation of resources). Upon receipt of these requirements, and within 14 business days, BOR will provide an estimate of the time and staffing resources necessary to accomplish the work. Costs for BOR to provide resources for new projects and support not defined in this agreement will be defined separately from this agreement.

3. **BOR responsibilities:**

BOR will make reasonable (As defined) technical efforts to support INSTITUTION’s ability to make batch changes to the Banner application data as needed to accommodate campus business functionality needs. Where technical, audit compliance or application functionality risk restrictions limit the ability of BOR to support INSTITUTION’s ability to make changes to the Banner data the BOR will work with INSTITUTION to make changes as needed per INSTITUTION’s request via the BOR Customer Services Help Desk. These changes may include having INSTITUTION make such changes via the standard Banner user interface and authorized consent will be required from the INSTITUTION’s Campus DBA Representative and the CIO.

BOR will make reasonable (As defined) technical efforts to support INSTITUTION’s ability to manage user accounts as needed in support of using the Banner application to accommodate campus business functionality needs. Where technical restrictions limit the ability of BOR to provide INSTITUTION’s ability to manage user accounts, BOR will work with INSTITUTION to perform user account administration activities per INSTITUTION’s request to the BOR Customer Services Help Desk.

4. **General Services Provided By BOR**

Normal ITS Business Hours: 8:00 a.m. - 5:00 p.m., Monday through Friday, official State and Federal holidays excluded.
BOR will provide, or cause to be provided, the following infrastructure, systems administration and database administration services as needed in support of the applications and database services as defined in Schedule A– Banner Managed Services:

A. Hardware
   a. Servers and Storage
   b. 24x7x365 maintenance and monitoring of ENVIRONMENTS

B. Licensing Operating System and Data Center software as needed to support the Applications listed in Schedule A.

C. Installation of Database software that meets BOR specifications to support the Applications as listed in Schedule A.

D. Installation of application server or middle tier software that meets BOR specifications to support the Applications as listed in Schedule A.

E. Installation of the Banner Application Software, and the necessary integration components, to be installed on the hardware as specified in Schedule A.

F. Installation of Banner application upgrades and patches as necessary for the continued operation of the Banner application as specified in Schedule A.

G. Paying for any Operating System or Data Center upgrades (e.g., SSL certificate purchase and renewals, compiler purchase and renewals) that are necessary or required to operate the Applications located within the Data Center as appropriate;

H. Paying for any Operating System or Data Center upgrades that are necessary to support the operation of the Applications and systems identified in Schedule A to remain compliant with software or hardware vendor’s support.

I. Permitting and scheduling required downtime for the application software and underlying systems for upgrades and maintenance. INSTITUTION shall not require BOR to perform systems maintenance or other service-degrading activities for the Production or non-Production systems while end users, staff, faculty or other users are using the supported systems.

J. Scheduling and monitoring execution of periodic batch data extracts from the SIS for loading into INSTITUTION Banner database on a schedule that meets campus business availability needs but not to exceed one batch extract daily.

K. Maintaining active maintenance agreement with all Operating System and Data Center vendors as needed to support the Applications tools installed on the services’ Hardware.
L. Appointing a single designated site liaison and suitable backup with whom INSTITUTION will primarily communicate.

M. Not, without the express written consent of INSTITUTION (a) installing additional Application software on, (b) requiring additional Application software to be installed on; or (c) modifying Application software installed on, the service’s Hardware.

5. Service Provided During Non-Business Hours

A. After-Hours: After 5:00 p.m. to 8:00 a.m. weekdays, and 24 hours a day on Saturdays, Sundays and all official State and Federal holidays.

B. After-Hours (Non Business Hours) support for emergency or production down situations will be provided by BOR to INSTITUTION in accordance with a level of service equal to that of normal Business Hours.

C. After-Hours (Non Business Hours) support will not be provided for non-emergency or non-production down situations. Services for these situations will be provided during Normal Business Hours.

6. Maintenance Windows

The ITS Service Level Guidelines, located on the BOR ITS Customer Services website at http://www.usg.edu/customer_services/service_level_guidelines documents specific information for maintenance schedules as of the date of this agreement.

7. Emergency Situations

Any situations of an emergency nature not clearly addressed by this agreement should be directed to the appropriate organizational contact for resolution as defined on page one of the agreement.

8. Availability

BOR shall use its best efforts (As defined) to ensure availability of the ENVIRONMENTS to INSTITUTION on a schedule that is reasonable and customary to meet INSTITUTIONAL requirements for providing services to its constituency.

A. Standards of Performance

B. BOR shall use its best efforts to provide prompt response to requests for assistance. While it cannot guarantee a response time, BOR estimates that it will be able to provide assistance during normal business hours as defined in the ITS Service Level Guidelines. The ITS Service Level Guidelines, located on the BOR ITS Customer Services website at
http://www.usg.edu/customer_services/documents specific information for Target Response, Resolution and Update Times as of the date of this agreement.

C. The following Key Performance Indicators will be reviewed quarterly in joint meetings held (July, October, January, April, or other mutually agreed upon schedule) to review the service and performance provided as compared to the conditions of this agreement.

i. Requests for service such as patch and upgrade applications
ii. Service delivery metrics
iii. Unanticipated service outages

9. Definitions

A. “Reasonable” as used in the agreement shall mean: Materials, personnel, timeliness and accommodation to assure that the minimum interference to operations of the Banner System are minimized. The term is used to guide judgment used by individuals offering the services and product.

B. “Necessary Support Resources” as used in the agreement shall mean: Those human and material resources necessary to meet the daily expectation of the service level.

C. Best Efforts” as used in the agreement shall mean: Efforts which are at the highest level of critical escalation to assure a quick resolution to the problem or issue.