Service Level Agreement

**Service:** Litigation Support

**Version:** 2018.07.31

**Valid:** 07/31/2015 - 07/31/2019

**Service Details:**

**Description**

This service is primarily for Campus Counsel, so it can leverage the UC Davis Information Security Team’s expertise to perform e-discovery and collect information in a sound manner. However, campus IT support and administrative units can use this service for the same reasons. The Information Security team can also assist communications between departments and other groups such as Campus Counsel, FBI, and local law enforcement.

**Features & Benefits**

The UC Davis Information Security team:

- Will work in a respectful manner to help navigate the political aspects of an e-discovery or digital forensics request.
- Can provide some continuity and perspective regarding this type of request, because of the team’s experience and its history of working closely with central and campus IT leads.
- Employs tools that can help give a university-wide perspective.

**Availability**

24/7

**Agreement:**

**Scope**

This is the Standard Service Level agreement for services provided by Information and Educational Technology (IET) to the campus. Services covered by this agreement are subject to established rates,
costs, measures of performance and availability.

**Terms of Reference**

Terms and specific meanings used within this document are defined in the table below.

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
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<tbody>
<tr>
<td>Customer</td>
<td>The organization, group, or individual who is subscribing to the IET Service.</td>
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<tr>
<td>Standard Services</td>
<td>Any IET service published within and offered to campus via the IT Service Catalog at URL link: <a href="http://itcatalog.ucdavis.edu">itcatalog.ucdavis.edu</a></td>
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<tr>
<td>Non-standard Service</td>
<td>An IET service that does not have established rates/costs and must be agreed-to with Customers on a case-by-case basis. Non-standard services are <em>not</em> available within the IT Service Catalog.</td>
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<tr>
<td>Service Manager</td>
<td>The Service Manager is a role performed by a person who has overall accountability for managing a service. This includes:</td>
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<td>- Operational management and support to deliver the benefits of the service</td>
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<td></td>
<td>- Ensuring services meet the business need and are delivered in accordance with service agreement</td>
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<tr>
<td>Service Owner</td>
<td>A member of the IET leadership team who has oversight of IET services</td>
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**Cost Recovery**

IET requires costs to be paid directly by the Customer through various methods and mechanisms or they are paid centrally by the Customer. In cases where costs must be paid by the Customer, established campus rates will be used.

- Changes to established campus rates will be applied following a **30 day** notice per campus policy.
- IET hourly labor rates are reviewed annually under campus rate guidelines, and may be changed during the course of the year. Customers are notified 30 days ahead of any rate changes.

As a cost recovery operation, IET will provide cost estimates but makes no guarantees on providing services at a fixed price or fixed total cost to Customers for any long-term agreements. Pursuant to UC policy, IET cannot offer any rates lower than those offered to other campus units.

**IET Service Assurance**

IET assures service performance, availability, capacity, and the information security of the service(s) covered in this agreement.

**Information Security**

IET information security management practices, policies and regulatory compliance requirements are aimed at assuring the confidentiality, integrity and availability of Customer information.
The UC Davis Cyber-safety Policy, UC Davis Security Standards Policy (PPM Section 310-22), is adopted by the campus and IET to define the responsibilities and key practices for assuring the security of UC Davis computing systems and electronic data.

**Capacity**

IET systems are monitored to optimize the use of resources and to control costs. Where services are hosted by external service providers (outsourced), agreements are in place to monitor capacity and performance.

**Availability Exclusions (Force majeure)**

A loss of availability from causes which are beyond the control of IET is excluded from the availability warranty. This includes but is not limited to, acts from natural events such as earthquakes, storms, natural flooding, and wild fires. Also excluded are police actions, interruptions due to protest events, labor disputes, war, pandemic, terrorism, riots, and/or inability to obtain energy.

Each party must provide prompt notice of service disruptions. Services will resume as soon as possible. Either party will take all reasonable steps to remove the causes of unavailability and resume services as soon as reasonably possible.

IET will provide the availability status of major services on the IET status page. The status page is located at [http://status.ucdavis.edu/](http://status.ucdavis.edu/)

**Change Management**

Managed campus-wide systems, applications and services may be subject to the formal IET Change Management process. Changes to services may be required by system maintenance needs, corrective actions to resolve incidents, or service improvement projects. Changes may require adherence to change management policies including formal authorizations, approvals, peer reviews, risk assessments and lead times for notifying Customers and scheduling changes.

IET notifies Customers about planned technology systems are changes that may have a risk of directly or indirectly impacting IET services.

**Responsibilities Between Parties**

**Information and Educational Technology**

Information and Educational Technology shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the services properly and efficiently in accordance with this service level agreement.

**Data and Information**
Transnational data and information supplied by the Customer or its clients are owned by the Customer. IET serves as custodian of these data and will take measures to house, backup and protect the data for the Customer, consistent with the services, and as appropriate.

**General Customer Responsibilities**

Customer agrees to use and pay for the services in accordance with the terms of this agreement and in compliance with any overarching UC Davis policies.

Customer agrees to take appropriate steps to ensure compliance with The UC Davis Cyber-safety Policy and UC Davis Security Standards Policy ([PPM Section 310-22](https://www.ucdavis.edu/security/cybersafety/)).

Customer agrees not to engage in actions or activities that circumvent, compromise, or introduce risks to the policy, standards or the controls established to ensure cyber security compliance.

Customer is responsible for costs which result from improper use of the services and which cause damage or loss to IET or its Customers.

**Cancelations**

Unless otherwise specified in the IT Service Catalog, Customers who opt-in for one or more standard services may cancel services with a 90-day notice of cancellation, in writing. Cancellation requests may be withdrawn during the period of notice by mutual consent of the Service Manager and the Customer.

A shorter cancellation period is permitted by mutual consent of the Service Manager and Customer. IET will continue to provide services until the end of the notice period or until such time as a new starting date is agreed-to.

The Customer remains responsible for obligations and any charges for the services provided until the end of the notice period or until such time as a new starting date or alternative arrangements have been agreed-to with the Service Manager.

**Escalation**

If the Customer is dissatisfied with any aspect of the services provided by IET or the Customer wishes to cancel services, the following escalation procedure will be used to reach a resolution:

**Escalating Issues and Concerns**

**Step 1:** The Customer will contact the Service Manager to discuss the issue.

**Step 2:** If the Customer is not satisfied with the resolution of the issue with the Service Manager, the Service Owner should be contacted to discuss the issue.