This service level agreement is between the Service Provider, Research Computing Center (RCC) and XXX (Customer). It is to be considered valid only when signed by the Service Provider and the Customer. The parties agree as follows:

**Services**

The Research Data Storage service (named Rocinante') is an ongoing service in support of storage resources for campus researchers.  This storage infrastructure was established through a UNH strategic funding initiative.   The UNH Research Computing Center (RCC) has partnered with the UNH Library, UNH Information Technology, and UNH Academic Technology to offer up to two terabytes of research storage space to UNH researchers without cost to the individual or unit.

The infrastructure can store data that falls into two of the USNH Data Classification Model categories; “Public” or “Sensitive” Data.  Data with the USNH Data Classification "Restricted Data" must not be housed on the infrastructure.   Please see USNH Data Classification Policy at: <http://www.usnh.edu/olpm/USY/VI.Prop/F.htm#6>, section 6 for more information on these data classifications.  If storage of Restricted Data is required, please contact RCC to discuss available storage alternatives.

**Agreement Summary:**

1. Allotted storage space: up to 2 TB
2. Charge (per month): $0
3. Data Classification: “Public” or “Sensitive” data ONLY on this storage space
4. Data Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Primary Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Designated Data Steward: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Primary Phone:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Research Computing Center will use reasonable efforts to provide a quality of service consistent with industry standards.  RCC disclaims any warranties, expressed or implied.

**Role of Customer**

**The "customer" is responsible for all data housed within their allotted storage space.  The customer is responsible for ensuring the data steward or any other user with access to their allotted storage space complies with this SLA.**

The Customer will:

1. Agree to comply with all University of New Hampshire policies and procedures. Namely, that they recognize the UNH Acceptable Use Policy <http://www.usnh.edu/olpm/UNH/VI.Prop/F.htm#5>. Questions about policies, procedures, and information security may be directed to UNH IT Information Security Services at <https://td.unh.edu/TDClient/Requests/ServiceDet?ID=172>
2. Follow all applicable University of New Hampshire and University System of New Hampshire rules, regulations and policies which apply to the services being provided by the Research Computing Center, available at <http://www.usnh.edu/policy>.  The Research Computing Center retains the option to disable access if the customer, after appropriate notice, does not comply with this section of the agreement.  Any data that represents a liability or risk to the UNH systems and services may be disabled or removed without notice.
3. Appoint a UNH/USNH faculty or staff person to act as Data Steward.  It is acceptable to act as your own data steward.
4. Make reasonable efforts to ensure that the Data Steward will be available to work with the Research Computing Center when a service related incident or request has been made.
5. Maintain responsibility for the oversight and housekeeping of their allotted data storage space.
6. Ensure that you and your delegates with access to this storage space are sufficiently trained to understand its security constraints and to be in compliance with this SLA.
7. Contact RCC staff immediately whenever any suspicion of unauthorized access arises.
8. Notify RCC of any events that may impact the terms of this SLA.

**Role of RCC**

RCC Responsibilities will include:

1. Coordination and management of network connectivity from UNH networks to RCC’s data center as necessary.
2. Access security, system monitoring, updates, and diagnosis of hardware problems. Security updates and patches may require down time and be as frequent as necessary.
3. Reasonable Data Security for the storage of data classified as "sensitive" by UNH.
4. Provide the customer an warning by email when their allotted storage capacity is nearly full.
5. Enforce storage quota through immediate failure to store any file that exceeds it.
6. Maintain necessary infrastructure housed within the RCC Lenharth Data Center in Morse Hall, and UNH IT’s data center at 1 Leavitt Lane
7. Maintain weekly replication to the UNH IT data center storage site.

**Exclusions**

1. Customers requiring more than their allotted storage space are encouraged to discuss their needs with RCC.
2. Customers are encouraged to store at least two copies of their data on independent storage systems (e.g. UNH Box).

**Support Available**

All requests for service (new account, help desk, etc.) should begin as an email request sent to [rocinantehelpdesk@sr.unh.edu](mailto:rocinante-helpdesk@sr,unh.edu) where an operator will route the request to the appropriate staff person.

**Service Availability/Response Times**

The Research Computing Center will use reasonable efforts to provide effective support while adhering to the following schedules:

* The Research Computing Center’s normal hours of operation are Monday-Friday, 8am to 5pm.
* [rocinantehelpdesk@sr.unh.edu](mailto:rocinante-helpdesk@sr,unh.edu) will be monitored Monday-Friday, 8:00am-5:00pm.
* Responses to service related incidents/requests will be within 1 to 5 working days, depending upon the complexity and the criticality of the request.  In the case of an outage or a bug, every attempt will be made to remediate the issue within 1 day.  If the request does not have an impact on operations, then it will be completed as soon as it can be scheduled into the workload of the appropriate staff person.

**Scheduled Maintenance**

* RCC security updates and patches are administered as required and may result in service interruption.
* RCC will attempt to provide advanced notification for outages expected to occur from scheduled maintenance.

**Terms and Acceptance**

**Terms**

Effective Date:  This contract is valid from acceptance, as indicated by electronic signature of this contract by all named parties, through the last day of the current UNH fiscal year.

**Acceptance**

I agree to adhere to all UNH and USNH policies and standards <http://www.usnh.edu/policy>.  I furthermore agree to conduct my responsibilities as outlined in this SLAs' section “Role of Customer” in a manner consistent with these policies.

**Default and Termination**

* The terms of this Agreement shall begin on the Effective Date and continue until termination as provided herein.
* This Agreement may be terminated by the Customer upon written notice to RCC.
* This agreement may be terminated by RCC if:
* After at least (30) days written notice by RCC as to the nature of noncompliance to any term(s) of this Agreement, Customer is still in noncompliance, or
  + - Upon at least (30) days written notice by RCC of its intent to terminate at the end of the first, or any subsequent term hereof.
    - In the event of termination, the data will be removed (deleted) from the storage resources and all accounts to the storage space will be removed.

**General**

* This Agreement shall be governed by the laws of the State of New Hampshire without regard to its conflicts of laws provisions.  The New Hampshire state and federal courts shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Customer hereby consents to the jurisdiction of such courts.
* If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
* This agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing referencing this Agreement and signed by duly authorized representatives of RCC and Customer.  Any waiver by either RCC or Customer of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or any subsequent default or breach of the same or a different kind.
* Customer shall not use UNH’s or RCC's name or insignia, or any adaptation of them, or the name of any of UNH’s personnel in any advertising, promotional or sales literature without the prior written consent of UNH.
* By electronically signing this Agreement, Customer indicates acceptance of the terms of this Agreement and confirms that there is no Restricted data on systems covered under this Agreement.