ICDS-ACI Policy Series

ICDS-ACI-P060 Service Level Agreement (SLA) – Terms & Conditions

This is part of a series of documents that make up the formal policies adopted by the Institute for Computational and Data Sciences at the Pennsylvania State University.

These "Terms and Conditions", hereafter referred to as "T&C", contain basic provisions that will guide the working relationship between a Pennsylvania State University Principal Investigator, hereafter referred to here as "PI", and the Institute for Computational and Data Sciences - Advanced Cyber Infrastructure, hereafter referred to as "ICDS-ACI". ICDS-ACI policies and Service Level Agreements (SLA) as well as additional details related to these "T&C" can be found at the ICDS website *ICDS.psu.edu*.

PIs and users authorized by PIs to act on their behalf, both hereafter referred as "Users", and ICDS-ACI agree to the T&C as specified herein and in conjunction with a fully executed SLA.

1. GENERAL

a) These T&C, together with any exhibits, attachments or other documents with specific reference as noted within this document, constitute the contractual agreement between the PI and ICDS-ACI with respect to this SLA.

b) ICDS-ACI Coordinating Committee will provide governance over ICDS-ACI, including T&C and the T&C Exceptions Process.

c) ICDS-ACI systems and services can be expanded and/or refined through input from the ICDS-ACI Coordinating Committee and Research CI Governance Committee.

d) Users agree to follow all pertinent University and ICDS-ACI policies and protocols. The latest revision of these T&C and all policies and protocols shall be considered in effect for all SLAs.

e) The Users agree to the ICDS-ACI services outlined in the SLA. All services will be in effect during the term of service specified in the SLA

f) The Total Cost specified in the SLA reflects costs after all subsidies are applied.

2. ICDS-ACI RESPONSIBILITIES - GENERAL

a) Design/develop, procure, deploy, operate and maintain a CyberInfrastructure (CI) system comprised of computer servers (including system operating software and tools), data storage appliances, network infrastructure, common and discipline-specific software stacks, data archival and back-up systems, and rack infrastructure (equipment racks, cooling, power). Additional information is available at the ICDS website *ICDS.psu.edu*.

b) Systematic refresh of hardware and software to ensure latest computer architectures and operational performance are maintained. All replacement hardware will equal or exceed the performance specifications of original equipment.

c) Work with University services to provide data center infrastructure (facility, rack space, cooling, and power redundancy) and external network infrastructure.

d) Establish and maintain user accounts and groups.

e) Operate job submission queues.

f) Provide services and support through the ICDS-ACI Solutions and Knowledge (i-ASK) Center.

g) Provide select operational information regarding the ICDS-ACI system to Users (e.g., system status, node status, network performance, etc).

h) Operate within ICDS-ACI policies and processes based upon faculty governance input and in accordance with University policies and procedures.

3. ICDS-ACI RESPONSIBILITIES – SOFTWARE STACK

a) Maintain licensing agreements with vendors, as necessary, for a base suite of software including compilers, operating system software, and common and discipline-specific applications and libraries.

b) Ensure export control of the software stack.

c) Provide best-effort support for additional commercial and public domain applications, packages and libraries beyond the base software suite.

d) Provide shared and discipline-specific software stacks per the following:

  i. Install and maintain the current and previous versions;

  ii. Install new versions at a maximum of twice per year, unless required for security patching;

  iii. Install and maintain additional software applications, packages, and libraries if they meet established parameters;

e) ICDS-ACI reserves the right to remove any software application, package, and/or library.

4. USERS RESPONSIBILITIES - GENERAL

a) Follow all Penn State and ICDS-ACI policies related to acceptable use, data, security, export control, and systems. Additional information may be referenced at the ICDS website *ICDS.psu.edu*.

b) Data which is covered under the Pennsylvania Breach of Personal Information Notification Act (social security numbers, driver's license numbers, bank account numbers, credit card numbers) is not

authorized to be stored in any form on the ICDS-ACI system. You are responsible for ensuring data being uploaded and processed is sanitized of these data types. You are responsible for any action resulting from the improper handling and storage of this data within the ICDS-ACI system.

c) Ensure that data that must be protected by Federal security or privacy laws (e.g., HIPAA, FERPA, ITAR, classified information, export control, etc.) are not stored on this system unless such storage and usage is specifically authorized by the responsible University administrator and complies with any processes for management of access to such information. For export controlled information, including ITAR information, approval of the University Export Compliance Officer is required prior to use of the ICDS-ACI systems for storage/processing of export controlled data. The ICDS-ACI system is not intended, by default, to meet the security requirements of these laws or regulations and specific usage related controls or restrictions may be required prior to authorization of the use of the ICDS-ACI system for such purposes

d) Request user accounts and group access through the ICDS-ACI processes.

e) Request service and support through the ICDS-ACI Solutions and Knowledge (i-ASK) Center.

f) Routinely check for information regarding system status.

g) PI shall promptly notify ISC-ACI of any PI organizational changes made by the PI that differ from the SLA, including changes of name, ownership, and institutional affiliation.

5. USERS RESPONSIBILITIES - SOFTWARE STACK

a) Users may install additional software applications, packages, and libraries within the ICDS-ACI software stack.

   i. Additional software applications, packages and libraries that are provided by Users will be installed and maintained by the Users unless otherwise specified in the SLA.

      ▪ Installation and maintenance by Users will be in accordance with vendor licensing agreements.

      ▪ PI will supply documentation to ICDS-ACI that verifies legal execution of vendor licensing agreements.

   ii. Users will obtain approval(s) when required by PSU policies (e.g., export control).

   iii. Users will perform successful security and safety screening for virus detection (e.g., Malware).

6. TECHNICAL SUPPORT

a) ICDS-ACI will provide best effort support through the ICDS-ACI Solutions and Knowledge (i-ASK) Center. Information regarding the i-ASK Center is found at the ICDS website *ICDS.psu.edu*.

7. FORCE MAJEURE

a) The ICDS-ACI or Users shall not be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God, fires, floods, quarantine restrictions, strikes, and unusually severe weather. In the event that performance of this SLA is hindered, delayed or adversely affected by causes of the type described above, the Party whose performance is affected may terminate the SLA for convenience.

8. PRIVACY AND SECURITY

a) **Personal Information** such as name, title, work e-mail address, work phone number, and mobile number may be collected through various forms, including account registration forms, contact forms, or during interaction with ICDS-ACI. *ICDS-ACI will* keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure

b) In recognition of the foregoing, ICDS-ACI shall adhere to privacy and security protocols in accordance with University policies. University privacy and security specific policies include:

   i.   Penn State Policy AD53 Privacy Statement;

   ii.   Penn State Web Privacy Statement. Information regarding the Web Privacy Statement is found at the PSU website *www.psu.edu/web-privacy-statement*

   iii. Penn State Guideline ADG02 COMPUTER SECURITY

   iv. Penn State Policy AD20 COMPUTER AND NETWORK SECURITY

   v.   Penn State Minimum Security Baseline

   vi. Penn State Policy RA40 COMPLIANCE WITH FEDERAL EXPORT REGULATIONS FOR SPONSORED RESEARCH EFFORTS

    vii.   Penn State Policy RAG40 Guidelines for Ensuring Compliance with Export Control Policy RA40

    viii.   Penn State Policy AD89 University Export Compliance Policy

    ix.   Penn State Policy ADG09 Export Compliance Definitions, Procedures and Implementation Guidelines

    x.   ICDS-ACI Policy ICDS-ACI-P020 DATA PROTECTION AND RETENTION. Information regarding ICDS-ACI policies is found at the ICDS website *ICDS.psu.edu*.

9. QUALITY OF SERVICE (QoS)

a) ICDS-ACI will be maintained as a highly available resource to Users, with predicted downtimes as scheduled in d) and e) below.

b) ICDS-ACI reserves the right to shut down any or all of its systems for unscheduled maintenance/upgrades when necessary. ICDS-ACI will only exercise this option in extreme circumstances. Examples of such circumstances include:

    i.   Unplanned system outages due to facility issues, including, but not limited to, power, HVAC, external-system network;

    ii.   Emergency maintenance on systems and facilities;

    iii.   System downtime to address computer security incidents.

c) ICDS-ACI will provide as much advance notice as possible related to system outages. ICDS-ACI will always make a best effort to meet the T&C except in cases of Force Majeure.

d) ICDS-ACI will conduct planned shutdowns of systems for maintenance/upgrades, providing a minimum of two (2) weeks' notice, as follows:

    i.   July and January - 60 hours

    ii.   March and November – 36 hours

    iii.   May and September – 12 hours

e) ICDS-ACI will apply system software patches on Tuesdays from 5am to 8am as necessary. Also, ICDS-ACI may apply security patches, as necessary, at any time. Components of ICDS-ACI may be unavailable during these periods.

f) ICDS-ACI will announce full and partial, planned and unplanned outages by posting to the ICDS-ACI message of the day (MOTD) and e-mailing to the ICDS-ACI-Alerts list-serve.

g) In the event of an immediate unplanned outage where no prior notice could be given, ICDS-ACI will provide a post-outage announcement regarding details as to the cause and effects of the outage.

10. Disaster Recovery

a) Under this agreement, all parties understand and agree that the ICDS-ACI infrastructure may not be operational during or after a site failure at computer hardware-hosted facilities. In the event of such a failure during the term of this agreement, ICDS-ACI will coordinate restoration of services in accordance with the ICDS-ACI Disaster Recovery Plan. Information regarding the Disaster Recovery Plan is found at the ICDS website *ICDS.psu.edu*

11. Obsolescence

a) ICDS-ACI will decommission system components that are obsolete or unsustainable due to technological or performance deficiencies and excessive maintenance costs. ICDS-ACI strives to replace system hardware every 4.5 to 6 years.

12. Termination for Convenience

a) Either party may terminate this agreement for convenience and without cause, in whole or in part, at any time by providing written notification to the other party thirty (30) days in advance of termination.

b) In the event of termination, all equipment will remain the property of ICDS-ACI unless the equipment is expressly specified in the SLA as property of the PI.

i. PI equipment will be identified and physically marked to indicate PI ownership.

ii. PI will be responsible for compliance with University Property Inventory requirements for PI equipment.

c) In very special circumstances, the PI may transfer any part of the fully executed SLA to another PI. ICDS-ACI will facilitate the transfer of the SLA to the new PI. In the event of partial termination or transfer, ICDS-ACI is not excused from performance of the transferred and non-terminated portions of the SLA.

d) Data that is stored within the Home, Work, and Group Storage directories will be retained for one year after termination of a SLA or PI account, whichever is longer. Refer to ICDS-

ACI Policy ICDS-ACI-P020 DATA PROTECTION AND RETENTION and other policies identified in Section 8 of this document for more information. Information regarding ICDS-ACI policies is found at the ICDS website *ICDS.psu.edu*.

13. EXCEPTIONS AND DISPUTES

a) Exceptions

    i. ICDS-ACI will maintain an Exceptions Process for User requirements that differ from operational parameters as defined in the SLA. All exceptions will follow the Exceptions Process. Information regarding the Exceptions Process is found at the ICDS website *ICDS.psu.edu*

b) Disputes

    i. Any controversy or claim that may arise out of or in connection with this SLA shall be submitted in writing to senior management representatives of the Parties for resolution. If the senior management representatives are unable, after good faith efforts, to settle the dispute to the mutual satisfaction of the Parties within ten (10) business days after the dispute is submitted, or such later date as may be agreed in writing by the Parties, either Party may submit the dispute to the Research CI Governance Committee. Pending resolution or settlement of any dispute arising under the SLA, the PI will proceed as directed by ICDS-ACI within the performance parameters of this SLA.

14. CHANGES

a) ICDS-ACI shall have the right by written notice to suspend or terminate work or make changes in services to be rendered. If such suspension, termination, or changes cause an increase or decrease in the cost of performance of this SLA or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the SLA shall be modified in writing accordingly.

b) All T&C are subject to change by the ICDS-ACI Coordinating Committee. Updates with dates of revision are available on the ICDS website *ICDS.psu.edu*.