SERVICE LEVEL AGREEMENT
for
Texas Digital Library Digital Preservation Services via DuraCloud@TDL

This Service Level Agreement ("Agreement") is entered into by the University of Texas at Austin (UT Austin) on behalf of the Texas Digital Library (TDL), a consortium of Texas Higher Education institutions whose fiscal and administrative agent is UT Austin, and [Name of member institution]. In consideration of the mutual covenants set forth herein, the parties agree as follows:

I. Scope of work

A. TDL Digital Preservation Storage Services via DuraCloud™@TDL

TDL will perform the following services ("Services") as defined in this section to the TDL Member. This Agreement covers the following TDL Digital Preservation Services:

- The use of DuraCloud™@TDL for transfer of digital content to Chronopolis, Amazon S3, and Amazon Glacier services.

- The use of DuraCloud™@TDL for console management in Chronopolis, Amazon S3 and Amazon Glacier services.

This Agreement does not cover the following TDL Digital Preservation Services:

- Chronopolis-specific services outside of ingest and DuraCloud™@TDL console management, including the ACE audit tool. Chronopolis-specific services are addressed by Attachment C of this Agreement.

B. TDL Security

The TDL employs reasonable practices to ensure the security of the hardware, software, operating systems, and storage media in keeping with its own policies and those of agreements entered into with third-party providers such as Amazon Services and the Texas Advanced Computing Center. The TDL Member is responsible for the security features of its own applications and data outside of the TDL. The TDL and TDL Member together will determine effective methods to accommodate the TDL Member's business needs while conforming to University of Texas security policies and procedures.

C. TDL Support for Content Transfer and Storage

1. The TDL Member is entitled to the following support for content transfer:

- Initial setup assistance including user account(s) and installation of transfer, monitoring and retrieval tools for pertinent systems

- Training services on pertinent systems to ensure successful content transfers

- Consultation and guidance on good practices for content management and digital preservation.

2. The content to be stored should comply with the following:

- An initial quantity of storage as specified in Attachment A of this Agreement.

- A set of digital object formats in any naming scheme determined by the TDL Member.

- A set of TDL Member-provided metadata and submission documentation containing basic information about the digital objects as noted in the submission agreement, which is Attachment B of this Agreement.

- A set of checksums for the content.

D. TDL Monitoring, Service Availability and Ongoing Technical Support

1. **Monitoring and Service Availability.** The TDL Resources are supported and monitored on a continuous basis. The TDL will make every effort to maintain high availability of Services with a target goal of 99.5% and a data durability target of 99.999%. However, scheduled or unscheduled maintenance operations on any of the following storage systems could impact system availability: at the Texas Advanced Computing Center; Amazon Web Service servers, network and systems; Chronopolis partner nodes' servers, network and systems.

The TDL will provide the following Member notifications:

- **Scheduled Systems Downtime**

  - The TDL will endeavor to provide advance notice to TDL members of any planned, non-critical maintenance.

  - The TDL will provide advanced notification via email to the primary technical and business contact.

  - It is the Member's responsibility to notify the TDL of any changes to the primary technical or business contact.

  - TDL Member will communicate the scheduled maintenance with their user community as appropriate.

- **Unscheduled Systems Downtime**

  - Real-time monitoring is provided by the TDL's monitoring software. Detected downtime of applicable components will generate an immediate message to TDL administrators.

  - Upon an alert, TDL administrators will diagnose and resolve the issue, making every reasonable effort to resolve the issue quickly.

  - TDL staff will keep Member informed during and after issue resolution.

2. **Technical Support Procedures.** As part of its Digital Preservation Services, TDL will make every effort to resolve issues which are impeding successful content transfer and storage. The TDL Technical Support procedure is as follows:

- TDL Member should submit problem reports and support requests to TDL staff via web at tdl.org/support.

- The TDL technical team will follow-up by phone or email as appropriate within one business day.

3. **Data Restoration.** In case of critical data loss, TDL Members can request a copy of the content they deposited. The TDL Data Restoration procedure is as follows:

- The requesting TDL Member must be the primary technical or business contact listed in this Agreement.
- TDL Member must submit the content restoration request to tdl.org/support

- Restoration requests will begin processing within 3 working business days of initiation.

E. TDL Member Responsibilities

TDL Member shall perform the following responsibilities in a timely and secure manner so as to allow TDL to perform its work.

1. **Notification**: Notify the TDL of any changes to the primary technical or business member through a web form at tdl.org/support.

2. **Storage Amount.** Notify TDL of annual storage amounts needed at the initiation of this contract, as per Attachment A. Also notify TDL if TDL Member has any storage increase needs prior to transferring content that exceeds requested annual storage amount.

3. **Appropriate Content**: TDL Member shall ensure that all content stored in the TDL is consistent with the stated TDL Member's content description as provided to the TDL at initial setup of Digital Preservation Services (Attachment B). Member should be prepared to certify that all content stored in the TDL is consistent with all policies noted in this agreement.

4. **Use and Distribution of Content Stored in the TDL**: It is the TDL Member's responsibility to ensure that the TDL Member has all required rights (including but not limited to copyrights and licenses) to possess copies of content to be stored at and further distributed from the University of Texas at Austin. It is illegal to distribute data or software without the approval of the owner, and such distribution is therefore considered a violation of this agreement. Violations of this agreement may result in immediate termination. TDL Member represents and warrants that no TDL Member content violates applicable law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement.

5. **Data Security**: Members are responsible for the security of their data and are required to protect his or her password(s). Passwords must never be shared. A TDL Member who believes a password has been compromised should change that password immediately and inform TDL staff as soon as possible.

6. **Backups of Critical Member Content**: TDL Members are responsible for backing up critical content. File systems and digital preservation storage systems are very reliable; however, data can be

lost or damaged due to media failures, hardware failures and user/sys admin mistakes. **For these reasons, the TDL strongly encourages TDL Members to maintain at least two copies of critical data: one at the member's site and one via DuraCloud™@TDL to at least one digital preservation storage type.**

> N*ote that the TDL will not be held responsible for errors or problems with data before it is ingested through DuraCloud™@TDL. The process of transferring data and validating it upon arrival to DuraCloud™@TDL is separate from any processes that take place before transmission. This includes but is not limited to instances such as bad hard drives and improper data storage and maintenance on the part of the data provider.*

7. **Preservation Actions.** The TDL does NOT perform specific "preservation actions" upon files during or after transfer to the selected digital preservation storage environment(s). This includes actions such as file format migration, file normalization, file type verification, creation of descriptive metadata and rights management. If a member wishes to perform preservation actions supplementary to the ones provided by TDL Digital Preservation Services, they must be performed by the TDL Member before content is deposited through DuraCloud™@TDL.

II.   Costs for Storage Allocations

TDL Member agrees to purchase storage services based on TDL Digital Preservation storage rates per fiscal year (September 1 - August 31), per selected service(s) (as indicated in Attachment A), minus any allocation included by virtue of TDL membership. TDL Member may request additional storage beyond their annual allocation as needed.

A. Invoicing and Payment
As consideration for TDL's performance of the Services, TDL Member will pay TDL as follows:

1. **Invoicing.** The TDL will submit an invoice for the entire amount per fiscal year to TDL Member for payment at the end of each fiscal year. The invoice will reference this Agreement and provide a breakdown of the storage costs by storage service selection and be consistent with TDL Member's requested storage amounts outlined in Attachment A. Member will pay all agreed-upon costs immediately upon receipt of invoice. Any fees may be adjusted annually by the TDL with 60 days' notice of a change.

2. **Payment**. Remittance Checks will be made payable to The University of Texas at Austin and the address to which they should be sent to P.O. Box P, Austin, TX 78713. If electronic funds transfer is preferable, arrangements can be made to facilitate EFT payment.

3. **Failure to pay.** Failure to pay fees when due upon contract initiation or renewal date will result in the following actions:

    ● If the TDL is unable to collect payment when due, TDL Member's account will enter unpaid status. The TDL will attempt to contact Member using the listed member and notification email addresses listed at the beginning of this agreement or otherwise updated by TDL Member.

- If the TDL has not received payment or other billing arrangements have not been made by the due date, the TDL will perform the following actions:

  - After 30 Days of unpaid status: TDL Member's account(s) will become read only. TDL Member will not be able to add any new content to TDL Member's account(s), or any group account to which TDL Member has access. TDL Member may download TDL Member's content for 30 days.

  - After 60 Days unpaid status: TDL Member's account(s) will be locked and TDL Member will be unable to log into the system via any mechanism. Read and write privileges are removed.

  - After 90 Days unpaid status: TDL Member has released the TDL of all responsibility for TDL Member content, and TDL Member's account(s) will be removed and all content stored in any TDL-managed storage location will be deleted.

B. Termination and Modification of Service

1. Termination of Service. Either party may terminate this Agreement upon written 90 days' written notice. If the TDL Member terminates this Agreement, the TDL Member will pay the TDL for all costs and any non-cancelable obligations incurred up through the end of the TDL fiscal year (August 31). The TDL Member will release TDL of responsibility for the data at the end of the fiscal year period in which the agreement is terminated. Service will continue to the end-date of the fiscal year in which the agreement is terminated. Member will have till the end-date of the fiscal year in which the agreement is terminated to retrieve any files from TDL storage unless previous arrangements have been agreed to by both parties. Upon termination date, all content will be deleted from TDL-managed storage and will no longer be available. All storage will be released to the TDL for reuse at its discretion.

2. **Modification of Service.** Modification of this agreement shall be discussed and mutually agreed upon in writing by TDL and the TDL Member. Notification of potential changes will be made to the TDL Member (notice to TDL Member contact(s)) more than two (2) weeks prior to any SLA change taking effect.

III.   Term of Agreement
This Agreement will renew annually (September 1 - August 31) unless terminated by either TDL or the TDL Member.

IV. Other Agreements

1. The Texas Digital Library Membership Contract [CONTRACT NUMBER]
2. Chronopolis Deposit Agreement: Attachment C

V. Applicable Law

This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of law. TDL Members, the Texas Digital Library, and the University of Texas at Austin agree to follow all applicable Federal, State, University, and University of Texas at Austin policies, procedures, laws, rules, and regulations.

VI. Signatures, Counterparts and Copies

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.

VII. Authority

Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

VIII. Effective Date and Signature

This SLA shall be effective upon the signature of representatives from [MEMBER INSTITUTION] and TDL. It shall be in force from [START DATE]. [MEMBER INSTITUTION] and the TDL indicate agreement with this SLA by their signatures.

IX. Contacts

The standard email for support questions is: support@tdl.org

The primary contact(s) for all communication to TDL are:

Primary TDL Technical Service Contact:

Courtney Mumma
Services Manager
Telephone: 210 904 5497
Email: c.mumma@austin.utexas.edu

TDL Business Support Contact:
Kristi Park
Executive Director of Texas Digital Library
Telephone: 512 495 4417
Email: kristi.park@austin.utexas.edu

TDL Mailing Address:

Texas Digital Library
101 E. 21st Street, Stop S5471
Austin, TX 78712-1498

Primary TDL Member Technical Service Contact:

TDL Member Business Support Contact:

TDL Member Mailing Address:

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE UNIVERSITY OF TEXAS AT AUSTIN

Performing Agency:
THE UNIVERSITY OF TEXAS AT AUSTIN
By:_____

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date:_____

Receiving Agency:
Agency Name: _____

Name: _____

Title: _____

Date: _____

Attachment A

Digital Preservation Services Storage Worksheet

See cost details below. Ongoing annual fees will include stored and new content fees calculated towards the total due.

	storage (tb) per year (autorenewing)	one-time allocation (dependent on member type)
Chronopolis		
Amazon S3		
Amazon Glacier		

Cost Calculation:

This reflects the fees associated with the first year of service. Data egress fees are indicated in the table below and will be applied as needed and invoiced annually. First year storage amounts are auto-renewing and accrue over time unless otherwise arranged by TDL Member.

Invoiced as part of TDL Membership Contract:

Annual Digital Preservation Service Module (aka DuraCloud @TDL)   _____

Onboarding if applicable   _____

Invoiced under this agreement.

New Data Fee IN per TB   _____

$+$

Annual, Accrued Fee per total TB of storage (estimate)   _____

$-$

TDL Member Allocation (Regular 2TB or DPS Affiliate 1TB)   _____

$=$

Total Annual Fee   _____

Cost Details:

	Chronopolis	Amazon	
		S3	**Glacier**
DP Services - Regular TDL Member	$2500/year plus one-time fee of $1000 onboarding	$2500/year plus one-time fee of $1000 onboarding	$2500/year plus one-time fee of $1000 onboarding
TDL Regular Member Annual Allocation	2TB/year included with service fee	2TB/year included with service fee	2TB/year included with service fee
DP Services - Affiliate TDL Member	$5000/year plus one-time fee of $1000 onboarding	$5000/year plus one-time fee of $1000 onboarding	$5000/year plus one-time fee of $1000 onboarding
TDL Affiliate Member Annual Allocation	1TB/year included with service fee	1TB/year included with service fee	1TB/year included with service fee
Annual Storage Fee per TB	$165	$285	$50
Fee for Data In per TB	$120	$0	$0
Fee for Data Out per TB	$120	$120	$120

Attachment B

Submission Agreement

The following is a description of the content for transfer into TDL Digital Preservation Services Storage.

As per the Agreement, TDL Member must certify that no Personal Identifying Information (PII), HIPAA, FERPA, or other potentially sensitive content is being stored. TDL is not responsible for maintaining key information for encrypted data.

Description of content	Approximate size of content	Service (S3, Glacier, Chronopolis)

TDL Member Information to be Included with Content

For Chronopolis users:

Please list the following information, which will be included as metadata in the Chronopolis collection packages.

Source Organization:

Organization Address:

Contact Name:

Contact Phone:

Attachment C

Chronopolis Agreement

Texas Digital Library, Chronopolis Preservation Storage

This Agreement, dated _____ (the Agreement Effective Date), is between the **Texas Digital Library** (TDL,) and _____ (TDL Member). Service Provider and TDL Member.

The TDL and TDL Member agree as follows:

1. Term

The term of this agreement will be in effect from _____ through _____, for a total of three years, and may be terminated by TDL Member or TDL thirty (30) days after written notice.

2. Service description

2.1 TDL hereby agrees to provide the TDL Member the following content storage services:

Chronopolis preservation services are provided for members and affiliates of the Texas Digital Library who have opted into TDL Digital Preservation Services. TDL Member content will be stored in a digital preservation system of geographically distributed nodes, each managed using vendor supported software and hardware. The architecture of this system allows for the failure of an entire Chronopolis node with data still available and reliable at the other nodes.

- **Disk Storage at an initial quantity of storage as specified in Attachment A.** The primary copy will be stored in the data center at the Texas Advanced Computing Center and managed by TDL.
- **Second Data Copy in Disk Storage at an initial quantity of storage as specified in Attachment A.** A second data copy will be stored in the San Diego Supercomputer center and managed by the UC San Diego Library (UCSDL). This data will be synchronized to the collection ingested at TACC for TDL. UCSDL and TDL reserve the right to change their Chronopolis distributed data centers.
- **Third Data Copy in Disk Storage at an initial allocation size of quantity of storage as specified in Attachment A.** A third data copy will be stored in the

data center at the National Center for Atmospheric Research in Boulder, Colorado or at the data center at the University of Maryland's Institute for Advanced Computer Studies in College Park, Maryland. This data will be synchronized to the collection ingested at TDL an UCSD. TDL and UCSDL reserve the right to change their Chronopolis distributed data centers.

- **Auditing Control Environment software.** All data in the system will be monitored for fixity using the Auditing Control Environment software (ACE). ACE is a system that incorporates a new methodology to address the integrity of long-term archives using rigorous cryptographic techniques. ACE continuously audits the contents of the various objects according to the policy set by the archive, and provides mechanisms for an independent third- party auditor to certify the integrity of any object. ACE software is developed at University of Maryland's Institute for Advanced Computing Studies, a Chronopolis partner.
- **Notification that data has been successfully replicated to each node.** Depositors may also request information regarding integrity checks of the deposited data.

2.2 Accessibility

Chronopolis is a dark preservation system. No direct access to the system will be provided to content depositors. Access is restricted to system administrators at each specified data center and no system administrator can access Chronopolis data at other data centers.