

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into effective _____, 2009 (“Effective Date”), by and between the San Diego Supercomputer Center (“SDSC”), and the central IT Organization of the UC_____ (“Campus”), a campus of the University of California system.

I. PURPOSE:

The purpose of this MOU is to memorialize the terms under which the Campus will receive co-location services as a Participating Campus in the University of California Regional Data Center operated by the San Diego Supercomputer Center (RDC–SDSC). *Please note: The management/administration of the MOU is provided by and between SDSC and the “Campus”. There will be no direct communications or modification of this agreement between end users at a “Campus” and SDSC.*

II. GENERAL PROVISIONS

RDC-SDSC will provide space, power, and network access for equipment as identified in the current campus Service Level Agreement (SLA) and bill for one time and recurring fees as outlined Appendix A and the SLA. Any ongoing changes in equipment space, power, or networking configurations will be reflected as amendments to the SLA. Requests for changes to the SLA must be made by an individual designated in the MOU or SLA and must be approved by SDSC in advance of any physical or logical changes to the infrastructure. The Campus is responsible for ensuring equipment owners and administrators meet their obligations and responsibilities. Further, all payments for services are between the Campus and SDSC, unless otherwise agreed upon and specifically identified in the SLA.

III. RESPONSIBILITIES

RDC-SDSC: In general, it is the responsibility of the RDC to provide appropriate physical space and environmental for co-location hardware to operate effectively and efficiently. Additional RDC responsibilities are as follows:

- *Security:* As specified in the SDSC Operations & Maintenance Manual.
- *Physical Access:* The RDC will define and maintain security procedures that allow Equipment Owner’s to pre-authorize staff and/or 3rd party vendors for onsite visitations. Access procedures will be provided and maintained by the RDC that provide for pre-authorized access for campus staff and vendors. Access to the facility will be available 24 hours a day, 7 days a week, 365 days per year.
- *Delivery of Equipment:* The RDC will provide procedures for the receipt of racks and computer hardware delivered directly to the facility.
- *Remote Hands:* The RDC will physically house computer equipment. Remote hands assistance is available on an hourly recharge basis as staff is available. With sufficient notice, additional staff can be provided for more intense needs.
- *Labeling:* The RDC will provide information regarding their labeling and graphics standards for markup on the racks and cable tagging. It is expected that both Campus inventory tracking and RDC inventory tracking labels will mark applicable equipment.
- *Network:* To be provided as specified in the SLA.
- *Other:* The RDC is not responsible for lost or stolen items; incidents of a nature that cause harm to equipment, data, or services; or physical environment incidents which may affect the equipment, data, or service.

Campus: It is the responsibility of the Campus to provide management/administration of this MOU. Specifically the Campus will be the liaison between the Equipment Owner and SDSC. Campus responsibilities are as follows:

- *Payment:* It is the responsibility of Campus to pay for any and all one-time installation and setup costs and all recurring costs to RDC-SDSC. Cost components are outlined in Appendix A. Campus understands and agrees that the rates of services and participation shall be determined by the RDC and evaluated for changes on an annual basis.
- *Network:* The Campus will acquire and configure computer hardware to meet the general specification as provided by the RDC for network connectivity. Please note that the RDC will make every attempt to accommodate specialized network connectivity needs. Networking requirements must be designed with and approved by the RDC, specified in terms of design and costs in the current SLA.
- *Equipment:* The Campus will manage the installation of all equipment at the RDC unless otherwise coordinated and specified in the SLA. An accurate inventory listing of equipment must be maintained in the current SLA.
- *Maintenance Access:* The Campus is responsible for notifying the RDC of authorized staff and authorized vendors for any on site maintenance work. Any maintenance activities expected of RDC staff or requiring RDC space must be specifically identified in the SLA.
- *Contacts:* The Campus is required to provide (in the SLA) a minimum two emergency contacts in the event that the RDC must make contact regarding their systems. Cell phone numbers are required for both contacts. If a system located within the RDC is not operating properly or is suspected of being compromised the system may be removed from the network and/or powered off and an emergency contact notified.
- *Racks:* The Campus may chose to utilize RDC-provided racks or may provide their own racks that meet the specifications of the RDC's technical standards. In addition, the Campus will label all equipment and racks as required by RDC labeling and tagging guidelines. Campus will continue to be required to follow its campus policies on asset management. *Please note that no "partial rack" space is available from SDSC and equipment that cannot be racked to SDSC requirements will not be permitted within the SDSC facility.*
- *Ownership of Data:* Campus understands and agrees that all data stored, collected and maintained on servers or other equipment placed by or on behalf of Campus through the RDC-SDSC remain the property of the Campus. Campus understands and agrees that responsibility for compliance with any subpoenas, court orders, request under the California Public Information Act or other demands that RDC-SDSC receives for Institution's Data from any third party will be the sole responsibility of the Campus. Campus is responsible for arranging for any release or third party access to Campus's Data. Campus remains responsible for keeping RDC-SDSC aware at all times of the correct identity and contact information for Campus staff responsible for receiving and making determinations as to compliance with, all third party demands for Campus's Data received by RDC-SDSC, notice of breaches and any other incident or issue that RDC-SDSC may be required to provide to Campus.
- *FERPA Compliance:* Campus designates SDSC as a university official with a legitimate interest in the Institution's education records stored, collected and maintained, as required by FERPA. Campus maintains sole responsibility and authority for determining the applicability of FERPA to any of Campus' Data held by SDSC.
- *Service Level Agreements:* Campus agrees to enter into a Service Level Agreement (SLA). Campus may not receive Services through SDSC that is not memorialized by an approved Service Level Agreement.
- *Compliance with Applicable Policies and Procedures:* Campus agrees to abide by the applicable key operating principles and policies and procedures and other rules promulgated, as well as directives issued by, the RDC Governing Board.

IV. TERM AND TERMINATION

- **Term:** This MOU will begin on the Effective Date and continue until termination of the RDC-SDSC or this MOU. The term of this agreement is for a minimum of one year and is renewable annually for up to six years. As outlined in Appendix B, RDC-SDSC will honor requests for renewal up to the four years. If after four years RDC-SDSC (or UCSD) determines the space is needed for other purposes it will give two years notice to the Campus. The Campus may terminate this agreement at any point following the first year with 90 day notification to RDC-SDSC.
- **Termination:** It is understood and agreed that participation by the Campus in the RDC-SDSC is important to the continued existence of RDC-SDSC and beneficial to both parties. Both parties agree to make every good faith effort to keep this MOU in operation and existence without termination. However, it is agreed that upon termination or expiration of this MOU for any reason, Campus is responsible for removal of all servers and other equipment placed by or on behalf of Campus at RDC-SDSC. RDC-SDSC is responsible for providing Campus with sufficient notice to effectuate such removal.

V. NOTICES

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing. Changes to the SLAs are authorized for the following personned at the Campus.

To Campus: _____ (Name, email, phone)
 _____ (Name, email, phone)
 _____ (Name, email, phone)

SDSC POCs _____ (Name, email, phone)
 _____ (Name, email, phone)
 _____ (Name, email, phone)

Changes to the named individuals or their contact information must be promptly provided in writing to the other Party.

VI. APPROVALS

For [RDC-SDSC]

For [CAMPUS]

 [Name]
 [Title]

 [Name]
 [Title]

Date: _____

Date: _____

Appendix A. RDC-SDSC Rates

This MOU provides for five types of co-location costing categories (shown below). Specific needs and costs (both one-time and recurring) for RDC-SDSC are documented in the SLA (and amended as needed). Documentation via email between RDC-SDSC and Campus POC (see Section V) is acceptable.

1. **ONE TIME INFRASTRUCTURE:** One-time setup costs for power infrastructure and equipment installation. Upon approval of a quote provided by SDSC, the Campus will be charged for these fees.
2. **MONTHLY RACK RATE:** Monthly reoccurring charges for a single rack is \$XXXX. This charge includes the basic service outlined in the O&M document.
3. **NETWORKING:** Network one-time and recurring costs to meet specialized connectivity needs.
4. **UTILITIES:** All racks will be metered and utilities will be charged the actual cost of both power and cooling.
5. **HOURLY SERVICE RATE:** Hourly service rates for specialized services are available. The standard SDSC rate is \$85/hour.

Rates may be reviewed and modified on an annual basis.

Billing

Billing will be in arrears on a monthly basis. Invoices will be sent to the POC listed in the SLA.

Appendix B. UCSD (RDC-SDSC) Statement of Intent

Resources to be provided by RDC-SDSC pursuant to this Agreement are documented in a letter of commitment between UCSD and the UC System and is included below:

UNIVERSITY OF CALIFORNIA, SAN DIEGO

UCSD

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF THE CHANCELLOR

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STATEMENT OF INTENT

The University of California, San Diego (UCSD) intends to make available appropriate facilities at the San Diego Supercomputer Center (SDSC) data center to provide co-location space and services. UCSD and SDSC are prepared to provide these facilities to the broader UC community at a competitive recharge rate. This Statement of Intent is intended to assure the UC community that UCSD and SDSC are fully committed to developing a facility that will work to the benefit of the entire UC system.

Making this resource available is contingent upon developing a funding model that is cost-neutral to UCSD and SDSC and includes appropriate recharge for services provided, operating plans and a governance structure with broad UC representation to help determine space allocations, provide independent oversight, establish service level agreement (SLA) guidelines, and recharge rates based on cost of operation and proportionate utility costs.

UCSD and SDSC intend to provide the following in a co-location facility:

- UCSD and SDSC will make available to the entire UC system space to house as many as 225 standard equipment racks, depending upon the power required (see next bullet). If more space can be made available in the future, this commitment could be adjusted upward at UCSD's and SDSC's discretion.
- The data center currently has sufficient power and cooling capacity to support a 4 MW electrical load. At least 1.5 MW of that power budget will be allocated as a UC-wide resource. Up to an additional 9 MW can be provided, but would require a significant capital expenditure. This cost would require participation by all interested parties.
- The space and power capacity being made available to the UC system by UCSD and SDSC will be for a minimum length of 6 years.
- If, after 4 years of this agreement, UCSD and SDSC determine that the data center capacity being made available to the UC system is needed for other purposes, the UC users of the SDSC data center will receive a minimum lead time of two years to vacate.
- UCSD and SDSC will openly discuss any potential changes in the use of this facility with the UC system in order to reach mutually agreeable decisions.

Marye Anne Fox

11/13/08

Marye Anne Fox, Chancellor, UC San Diego

Date

Paul Drake

11/12/08

Paul Drake, Senior Vice Chancellor, UC San Diego

Date