



Service Level Agreement (SLA)
between
<CUSTOMER NAME>
and
Center for Information Technology (CIT)
Division of Computer System Services (DCSS)
For
<APPLICATION NAME>

CIT/DCSS SLA NUMBER: _____

Please return the original signed copy of this Service Level Agreement (SLA) and related amendments in ten (10) business days to:

Lisa Rigsby
CIT/DCSS SLA Administrator
12 South Drive, Building 12A Room 4031
Bethesda, MD 20892
rigsbyl@mail.nih.gov
301.496.4420 (Phone)
301.402.2190 (Fax)

Agreement Approval

By signing below, all Approvers agree to all terms, conditions and costs outlined in this Agreement and attached Appendices.

APPLICATION OWNER APPROVAL by:

Name (Print)

Date

Title

Email

Signature

Phone

FINANCIAL APPROVAL by:

(Budget/Financial Officer – can not be same as the application owner)

Name (Print)

Date

Title

Email

Signature

Phone

If additional signature(s) is required, please sign below:

Name (Print)

Date

Title

Email

Signature

Phone

CIT APPROVAL by:

Adriane Burton

Date

Director, Division of Computer System Services, CIT

CIT/DCSS SLA Number _____

NIH Customers:

CIT Account Number #1: _____ **CAN #1:** _____

CIT Account Number #2: _____ **CAN #2:** _____

Non-NIH Customers:

CIT Account Number: _____

ALC: _____ **/DUNS Number:** _____

CIT Account Number: _____

ALC: _____ **/DUNS Number:** _____

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1. Introduction

This Service Level Agreement (SLA) describes the terms, conditions and services being provided by CIT to **<CUSTOMER NAME>** (“the Customer”) to support the **<APPLICATION NAME>**. The contents of this SLA will be reviewed by the Customer and CIT/DCSS at least annually.

This Agreement, along with its Appendices, constitutes the entire agreement between the parties and supersedes all other prior agreements between the parties for the provision of such services.

Notifications required under this Agreement are to be sent to the email addresses and persons specified in Attachment A, Application Contact Personnel. Notifications will be sent by email, or in writing, if so requested by the Customer.

Each party will collaborate in performing its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. In the event that consent for assignment is given, the terms of this Agreement will be binding upon each party’s respective successor.

All changes to this Agreement must be approved in writing by authorized officials of both parties.

2. SLA Duration and Termination

2.1 Duration

This Agreement is effective on the billing start date that is indicated on the attached SLA cost sheet and remains in effect until terminated in writing. Please refer Appendix C, SLA Cost Sheet.

This agreement will be renewed annually at the *beginning of each fiscal year*, at the prevailing rates at renewal time, until appropriately terminated in writing with at least 60 days notice by either party. For any change in resources the charges will be adjusted appropriately and this SLA will be amended to reflect the changes, at the then prevailing rates. All amendments must be approved in writing by both the **Error! Reference source not found.** and DCSS approval staff.

2.2 Termination

Either party may terminate this agreement by giving 60 days written notice to the other party. If either party fails to perform its obligations under this Agreement, and does not, within 30 days of receiving written notice describing such failure, agree to take measures to cure such failure, then this Agreement may be terminated forthwith.

If the Customer decides to terminate this agreement, the Customer will submit a written notice (e.g. email) to CIT/DCSS SLA Administrator 60 days prior to the termination date. The notice should provide the date of termination and justification.

If CIT decides to terminate this agreement, CIT will submit a written notice (e.g. email) to the Customer 60 days prior to the termination date. The notice should provide the date of the termination and justification.

The CIT/DCSS SLA Administrator will follow up with the Customer and CIT staff to coordinate the termination and obtain the required approval signatures. See Appendix E – Agreement Termination for signatures.

3. Covered Services

Either party may propose changes to the scope, nature, or time schedule of the services being provided under the Service Level Agreement. All changes must be approved in writing by both parties, and documented as an amendment to this Agreement.

3.1. CIT Responsibilities

CIT agrees to provide the following:

CIT Point of Contact/Application Coordinator

- A CIT Point of Contact/Application Coordinator will interface directly with the customer application owner. (*See Section 4 - Customer Support for more information and Appendix A – Application Contacts for coordinator name and contact information.*)

Service Request Ticket System

- The Application Service Request (ASR) system is a web-based facility that enables authorized customer staff to submit requests for services and resources or report problems to CIT/DCSS.
- The ASR system serves as the primary customer communication method for all service requests and changes (<http://hosting.cit.nih.gov/asr/log.cfm>).

Contracted Services

- Service will not be delivered to the customer until a signed agreement or amendment is received by CIT.
- See Appendix B, Associated Contracted Service-Level Description(s) and Policies and Procedures for a description of the specific services provided to the customer under this agreement.

3.2. Customer Responsibilities

The Customer's responsibilities and/or requirements in support of this Agreement include:

- Describe all required hours of application availability, and provide technical contact information for emergency contacts. Coordinate version control of RDBMS and COTS software with CIT to ensure release levels are consistent with operating system levels.
- If requested, work with CIT to develop a plan for and conduct disaster recovery tests

- Allowing appropriate lead-time, notify CIT of functional enhancements that require additional resources.
- Authorized Customer representatives listed in Appendix A, Application Contact Personnel, are required to submit all requests for services, e.g., hosting services, capacity or configuration changes, security requirements, account administration database changes, etc. through the primary communication method (e.g. ASR ticket).
- The Customer will respond promptly, within five working days, to any CIT requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for CIT to perform its services.
- Abide by the proper use restrictions and all security procedures specified in the NIH Data Center Users Guides. These user guides are located on the CIT website:
<http://publications.cit.nih.gov/category.asp?category=USGD>
- Ensure all users, who are granted access to the system, are made aware of their security responsibilities through annual security awareness training.

4. Customer Support

CIT will provide the Customer with a Point of Contact/Application Coordinator, who will interface between the Customer and CIT. The Coordinator will meet periodically with the Customer to discuss issues, and will be the first point of contact for any support problems needing escalation. The Customer and CIT personnel listed as emergency contacts after normal working hours are listed in Appendix A of this document.

The information listed in Appendix A must be kept up-to-date. When necessary, replacements must be quickly identified, including key technical staff and the official responsible for approving the financials associated with the requested service.

The Customer's personnel will submit service requests via the primary communication method - Application Service Request (ASR) system (<http://hosting.cit.nih.gov/asr/log.cfm>) or the secondary communication method - NIH HelpDesk at 301-496-HELP.

5. Financial

CIT will charge an estimated total cost based on the attached SLA cost sheet for the DCSS services provided to the Customer. See Appendix C, SLA cost sheet, for the service cost breakdown. Rates for these services may be subject to change at the beginning of the fiscal year.

The services covered under this agreement will be charged to the customer's CIT account(s) established and provided for this purpose. The billing cycle will be fiscal year-to-fiscal year with payments made on a monthly basis unless otherwise stated on the cost sheet.

For any change in resources (e.g. increase or decrease in number of servers or hosted websites, increase or decrease in leased space, additional power circuits, firewall services, etc.), the charges will be adjusted appropriately and this SLA will be amended to reflect the changes, at the prevailing rates. All amendments must be approved in writing by the Customer's application owner, appropriate Customer's financial approver and CIT. See Appendix D for amendments made to the SLA.

In the event of termination of this Agreement, CIT will continue to be paid for any fees or expenses due for services delivered up to the date of termination. Failure to give CIT a 60 days written termination

notice will allow CIT to be paid for any fees or expenses due for services delivered until proper termination is completed.

5.1.CIT Responsibilities

CIT's financial responsibilities and/or requirements in support of this Agreement include:

- One-time setup and recurring monthly charges will be billed starting in the month the service was initiated unless otherwise indicated on the SLA cost sheet (Appendix C). Usage based charges will be billed in arrears in the month following the actual usage.
- CIT will provide to the Customer at least 30 days advance notice of any price changes due to take effect along with the renewal of this SLA.
- CIT will provide the Customer monthly invoices showing what services have been charged to the designated CIT account. These invoices will be available through the WebSponsor system (<http://websponsor.cit.nih.gov/>)

5.2.Customer Responsibilities

The Customer's financial responsibilities and/or requirement in support of this Agreement include:

- Agrees to pay CIT, in a timely manner, the fees charged by CIT for services received during the initial term and for any renewal term.
- Hereby requests and authorizes CIT to perform such services on its behalf.
- Agrees to pay all fees due according to the prices and terms listed in the Appendix C, SLA Cost Sheet, and all other fees incurred by the Customer related to the services requested and approved in writing, all in accordance with then current CIT prices and policies.
- Agrees to notify CIT of any changes to the ownership of the application and will continue to be fully responsible and liable for the application unless a written termination notice is received by CIT.
- The Customer agrees to acquire a CIT account, which will be used for billing for charges associated with this application, and verifies that the Customer's CAN/ALC Code matches the Customer's CIT Account Number.
- The Customer will notify CIT if there is any change to this account or its use for this project. Verification can be done through the WebSponsor system (<http://websponsor.cit.nih.gov/>) or NIH HelpDesk at 301-496-HELP.
- The Customer agrees to keep track of the costs for this project to insure that any established ceiling for expenditures is not exceeded.
- The Customer understands and agrees that the Customer is responsible for monitoring and maintaining the accuracy of their CIT accounts and verifying monthly invoices.
- The Customer will provide the names of the official Point(s) of Contact to CIT on Appendix A, Technical Contact Personnel.

Appendix A: Technical Contact Personnel

The following <CUSTOMER NAME> and CIT personnel listed below are the primary and emergency contacts for <APPLICATION NAME>.

Error! Reference source not found. **Contacts:**

Name (Primary)	Title	Phone
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Email	Fax
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Name (Emergency)	Title	Phone
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Email

CIT/DCSS Contacts:

Name (Primary)	Title	Phone
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Email	Fax
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Name (Emergency)	Title	Phone
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Email

Name (Customer Coordinator)	Title	Phone
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Email	Fax
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CIT DCSS Management Escalation Contacts:

Name	Title	Contact Number
	Team Lead, [Branch Name]	
	Branch Chief, [Branch Name]	
Adriane Burton	Director, Division of Computer System Services	301-451-4553

Appendix B: Associated Contracted Service-Level Description(s) and Policies and Procedures

Appendix C: SLA Cost Sheet

Appendix D: SLA Amendments

This section lists the complete amendment history of the service level agreement.

Amendment Number	Date	Author	Amendment Amount	Total SLA Amount	Signed by both Customer and CIT? (Y or N)

Appendix E: Agreement Termination

By signing below, all Approvers agree to all terms, conditions and costs outlined in this Agreement and attached Appendices pertaining to the termination of DCSS services currently being provided to <APPLICATION NAME> Application.

APPLICATION OWNER APPROVAL by:

Name (Print)

Date

Title

Signature

FINANCIAL APPROVAL by:

(Budget/Financial Officer – can not be same as the application owner)

Name (Print)

Date

Title

Signature

Phone

CIT APPROVAL by:

Adriane Burton
Director, Division of Computer System Services, CIT

Date