

GPN Member Information Technology Disaster Assistance Service Agreement

Approved: August 25, 2015

Background

The Great Plains Network maintains high-performance network connections to over 22 regular university members in six states, and is connected to various national and regional networks. This robust network infrastructure relationship and strong collaboration ties among member states and institutions provides an ideal foundation to assist each other in an Information Technology (IT) related disaster.

The purpose of this service is to develop a group of GPN affiliated entities that are willing and able to provide Information Technology assistance to other program participants in the event of a localized IT related disaster or emergency.

Requests may include provisions for the furnishing and exchanging of Data Center rack space, equipment, facilities, personnel, services and other related needs to help return IT services to an adequate level of service during a natural or human-made disaster and/or other emergency.

While it is understood that a participating institution may be experiencing a situation that prevents it from being able to offer the full measure of assistance to other participants at any given point in time, it is an expectation that participating institutions agree to strive toward providing a minimum level of support as documented in this agreement.

GPN's role is to serve as a repository for the signed agreements, publicize the service and facilitate communication during an event.

Definitions

- A. "Aid and Assistance" shall include, but not be limited to, the items listed in the following section.
- B. "Member" shall include GPN regular and affiliate members but not corporate affiliate members.
- C. "Requesting Entity" shall mean the Participating Member who is seeking the assistance of emergency IT resources.
- D. "Host" shall mean a Participating Member who agrees to provide Aid or Assistance to the Requesting Entity.
- E. "Participating Member" shall mean an Institution or Organization that has signed this Agreement indicating their desire to participate in this service.
- F. "Responding Entity" shall mean a Participating Member who agrees to provide Aid or Assistance to the Requesting Entity.
- G. "Disaster or other emergency" shall mean the occurrence or imminent threat of widespread or severe damage to the IT infrastructure or services of the Requesting Entity.
- H. "Request" is a notification to the gp-disastermitigation@lists.greatplains.net from the Requesting Entity regarding a Disaster or other emergency.
- I. "Data Center Space" shall mean a data center like space whose power is protected by a generator and UPS, and is environmentally conditioned to contain typical IT equipment. The space is not required to meet "Tier-3" standards.
- J. "Event" is defined as an "event of a localized IT disaster or emergency."

Aid and Assistance

- 1) Prior to an event or emergency, participating institutions may desire to locate a limited quantity of equipment or applications running on virtual servers at another participant's location to help facilitate IT services in the immediate aftermath of an IT emergency. Participating institutions willing to offer this type of "hot standby" service are able to do so per this agreement. The only form of compensation allowed for this service under this agreement is an "in kind" match of services between participating institutions.
- 2) Participants agree to assist in the collection of basic information that will assist in participant-wide planning and response. The information collected and distributed would likely consist of, but is not limited to, the following information (excluding information that the participant would consider to be confidential):
 - a. The amount and type of resources each institution is likely to be able to provide.
 - b. Any restrictive standards a potential host would require.
 - c. Brands and types of equipment the Institution is using.
 - d. Amount of power typically provided to a typical equipment cabinet, and how it is delivered to and distributed within the cabinet.
- 3) Participants may choose to establish one or more "hardware depots" where surplus but serviceable IT related equipment can be stored, creating an inventory of known equipment that can be used by any participant during a crisis or related event. Institutions where such equipment may be located would agree to maintain the equipment inventory, and to act as shipping or delivery agents. Equipment can be in storage or in a hot-standby configuration.
- 4) In the event of an emergency, participating GPN members may agree to act as Host by agreeing to provide to a Requesting Entity some or all of the following assistance (the following is not intended to be a complete list, rather, the intention is to provide participants a chance to prepare for the most likely responsibilities and opportunities through this service, and to help determine what a reasonable minimum level of service expectation might be):
 - a. Hosting Services:
 - i. **Timeline:**
 1. The Host agrees to provide a minimum level of support for physical or virtual servers (and associated equipment) within 48 hours of the request (for requests involving physical equipment, the limiting factor is likely to be equipment or cabinet delivery times).
 2. While no duration limits are formally established within this agreement, it is understood by all parties that hosting services are temporary in nature but could be in place for 1 to 2 years.
 3. Once engaged in providing the Requesting Entity with service, the Host will take reasonable steps to continue providing the service until the Requesting Entity is no longer in need of assistance. It is understood, however, that unforeseen circumstances could require the Host to end the offer(s) of assistance earlier than anticipated. The Host will give as much prior notice to the Requesting Entity as possible if the agreement

- to provide service needs to end prior to the closure of the Event.
- ii. **Space:** Data Center Space for equipment cabinets. The Host is not required to provide the cabinets but may choose to do so to speed recovery. For planning purposes, minimum recommended available floor space should accommodate 8 or more 24-inch wide by 48-inch deep equipment cabinets.
 - iii. **Power:** The Host agrees to coordinate the installation of the electrical service to each equipment cabinet. For planning purposes, the minimum recommended available power would be 4KW per cabinet.
 - iv. **Cooling:** Cooling sufficient to meet the needs of the equipment being installed. For planning purposes, the minimum recommended cooling capacity is 12,000 btu (1 ton) of cooling for each equipment rack provided.
 - v. **IP Addresses:** Each participant should strive to reserve a single "/25" IPv4 address block (128 addresses) for the use of the Requesting Entity, but a smaller block may be sufficient for any given situation.
 - vi. **Commodity Internet capacity:** 500Mb/sec or more worth of Internet capacity.
 - vii. **Internet2 capacity:** Access to at least 4 Gb/sec worth of Internet2 network capacity (to facilitate data restoration).
 - viii. **Network Switch Ports:** The host will provide a minimum of 48 gigabit switch ports to serve the equipment located in the Data Center Space. A number of 10Gb ports would likely be desirable as well, but it may be financially and technically impractical to maintain a minimum level of 10G ports on short notice.
 - ix. **IT Security.** The Requesting Entity agrees to keep their hosted services patched and secured following common standard industry practices. In the event the Host has specific written practices that must be followed, the Host will provide the requirements.
 - x. Physical security, firewalls and personnel to set up and maintain services/equipment, as needed.
- b. Staff Assistance (Host staff who may be deployed to the Disaster Site)
 - c. Office space (at a host site for Requesting Entity personnel)
 - d. Equipment (this equipment is supplied on behalf of the Requesting Entity and may be deployed at a Host site or at the Requesting Entity site, as needed). Examples includes switches, routers, generators, UPS's, portable cooling systems, copper and fiber cabling, 2-way radios, satellite phones, cellular hot spots, tools and test equipment.

Procedure for Requesting Assistance

- 5) In the event of a disaster or other emergency, a Participating Member may request aid and assistance from other participating GPN members by sending a request for assistance to the GPN Disaster Mitigation email list: gp-disastermitigation@lists.greatplains.net. Requests must include a description of the disaster and identify what is needed. Members are encouraged to notify the mailing list of situations that may increase the likelihood of a situation that could lead to a request for assistance.
- 6) In the event that it not possible to communicate through email, activation of the GPN Response calling tree would be initiated (<http://www.greatplains.net>).

Procedure for Responding to a Request

- 7) If possible, Participating Members shall respond to the Requesting Entity through the same e-mail distribution list used for requesting assistance (as documented in the "Procedure for Requesting Assistance" section) as a means to keep everyone informed as to the progress of the response. If the requesting entity is unable to respond to e-mail requests, they are expected to provide an alternate means of contact.

Reimbursement

- 8) Except as otherwise provided below, it is understood that the Requesting Entity is responsible for costs and expenses incurred by each Host as a result of extending aid and assistance to the Requesting Entity. Samples of costs that may need reimbursement by the Requesting Entity may include, but are not limited to:
 - a. Personnel
 - b. Lodging
 - c. Equipment, Licenses, and Software
 - d. Material and Supplies furnished, used, or damaged during the period of assistance.
 - e. Power
 - f. Internet
 - g. Shipping and Receiving
 - h. Data Center space
- 9) If the Host is going to request reimbursement, sufficiently detailed written records related to actual costs will be provided by the Host at a future date. If the Requesting Entity requires the records to be kept in a particular style or format, that information must be conveyed to the Host at the earliest possible opportunity.
- 10) Expenses to be reimbursed shall be sent by the Host to Requesting Entity as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance (unless the Host and Requesting Entity mutually agree to an alternate period). Costs shall be billed as the Host's actual costs. The Requesting Entity shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.

Liability

- 1) Any member requesting aid through this agreement agrees that it shall be solely responsible for any and all loss, damage, cost, expense or liability it suffers as a result of the Event. A Requesting Entity shall, to the extent permitted by the state in which it is located, assume responsibility for any and all loss, damage, cost, or expense incurred as a result of aid furnished pursuant to this agreement including but not limited to bodily injury, death to any person or persons, or damage to or destruction of any property, whether or not due in whole or in part to any act, omission, or negligence of a Responding Entity, except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or

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gross negligence of a Responding Entity, its employees, officers, contractors, or agents.

- 2) Where payments are made by a Responding Entity under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, to the extent allowed by law, a Requesting Entity shall reimburse a Responding Entity for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of a Responding Entity, its employees, officers, contractors, or agents.
- 3) In the event any claim or demand is made, or suit or action is filed against a Responding Entity alleging liability for which a Requesting Entity is required to assume responsibility pursuant to paragraph 1 above, the Responding Entity shall promptly notify the Requesting Entity thereof; and the Requesting Entity, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as it deems necessary or prudent. The Requesting Entity shall consult the Responding Entity on all such litigation and will not compromise any issue or claim without the concurrence of the Responding Entity, which will not be unreasonably withheld. The Responding Entity shall cooperate with the Requesting Entity's reasonable efforts to investigate, defend, and settle the claim or lawsuit.

Duration & Termination

- 11) This agreement will remain in effect until terminated by GPN or by the Participating Member. Termination notifications will be in writing (e-mail accepted) and will be effective immediately unless otherwise indicated in the notice of termination.

Participating Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____