Terms of Service Agreement for MS SQL Hosting Services

This document (Terms of Service Agreement for MS/SQL Hosting Services) amends the Master Service Level Agreement for Wayne State University Computing and Information Technology (C&IT) Hosting Services. In the event of any inconsistencies between the terms of this document and the Master Service Level Agreement for CIT Hosting Services, the Master Service Level Agreement will take precedence.

1. Term of Service
   a. The initial term of this service will be from the date it is executed through the subsequent September 30.
   b. The service will be renewed automatically for twelve-month periods thereafter unless the school, college, or department (S/C/D) provides a minimum of one month's advance notice of termination; or C&IT provides a minimum of 90 day notice that the service will no longer be offered.
   c. C&IT reserves the right to elect not to support an MS/SQL database for any reason at any time. C&IT will provide the Application Staff Responsible parties with no less than 90 days of notice when electing not to support a currently supported database.
   d. C&IT reserves the right to immediately terminate hosting of a MS/SQL database it is found that the use of this database is abusing the spirit of this agreement.
   e. C&IT will immediately terminate hosting of a MS/SQL database if yearly hosting fees are not paid.

2. Overview

This service is intended to host MS/SQL databases, available platform, storage (100GB with the ability to purchase additional 100GB allocations), backup and recovery services to WSU units for the purpose of carrying out WSU business. It is not the intent to provide application development or information access services pertaining to this data.

It is not the intent of this service to provide these services to store and manage HIPAA protected information. It is recommended that users minimize the storing of Personally Identifiable Information (as defined by 07-02 Confidential Information Policy).

a. When Database Services will be Performed
   i. Normal database development and support services will be performed during the business day. Planned outages will be planned outside the business day, prior to 8:30 a.m. or after 5 p.m.
   ii. Database development and support services will be scheduled with the Application Staff Responsible party for the specific business days to allow the Application Staff Responsible party to have time to provide any necessary communications.
   iii. Restoration of database will be done in two business days upon acknowledging the request to restore and receiving the point in time information to which to restore.
   iv. Allocation of new databases will be done within 10 business days.
   v. Restoring existing databases to new databases will be done within 10 business days.

b. Availability of Service
i. Databases will run in a virtual windows environment. In the event of physical server failure, the virtual server and its databases will be moved to a new server and restarted.

3. C&IT Responsibilities
   a. Will allocate new database to the existing MS SQL virtual MS/SQL DBA Machine pool. Will restore existing databases to newly allocated databases.
   b. Will provide ids with Database Owner (DBO) privilege for the Applications Staff Responsible party to create and manage objects as needed for their development.
   c. Will provide ids to Delegated Applications Staff Responsible parties with Database Owner (DBO) privilege.
   d. Will provide service accounts needed to run applications components such as web servers.
   e. Will provide backup and recovery services. The purpose of this service is to provide recovery of database in the event the database is lost. It is not the intent to use the backup components to provide audit logging services.
   f. Will insure the data base backup process is producing valid backup components.
   g. Will test restore process at least twice each year.
   h. Will insure that normal backups are running. This will be monitored each business day.
   i. Will restore the database upon request to a nearest point in time prior to the requested point in time where valid backups and recovery logs exist.
   j. Will upgrade the database (MS/SQL) and OS (Windows) to supported versions of the respective products. C&IT will choose what Microsoft supported versions it will support. There is no guarantee that the latest available versions of these products will be C&IT supported.
   k. Will maintain currency of OS and database patches to assure that patches are within 90 days of release.
   l. Will periodically run a DB Verify to insure the structural integrity of the database.
   m. Will move databases between servers to balance workloads. Due to performance demand and the needs of balancing the workload the database may have to be moved to different MS SQL virtual machines.
   n. Will (upon request) provide a backup of the database to the Application Staff Responsible parties. The Application Staff Responsible parties will be responsible for the cost of any medium needed.
   o. Will facilitate the opening of the firewall to specific IP addresses to allow access to the database.
   p. Will provide licensing for MS/SQL and Windows OS on which it runs.
   q. Will automatically remove database access for Application Staff Responsible parties who are not active employees. This process will run nightly.
   r. Will provide up to 10 hours of staff time per database per year fulfilling the above responsibilities. Additional hours of support are negotiable.
   s. Will notify the customers, as appropriate, of planned and emergency changes to the SQL hosting environment.

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4. \textbf{S/C/D Responsibilities}
   \begin{enumerate}
   \item At all times, insure there is an identified Applications Staff Responsible party for every database. Application Staff Responsible parties must be active WSU employees as HR system. Any database discovered to no longer have any active Application Staff Responsible parties will be taken off line and cease to be accessible by application service accounts.
   \item Create and retain the appropriate data components to meet any archiving, audit or historical data needs.
   \item Maintain all required documentation about the information being managed in the databases and structures used to manage that information.
   \item Insure that the release level of the database is compatible with the application. Once a database is out of vendor support, it will be shutdown.
   \item Perform any application level security authorizing services needed for users to access the data contained in the database. This is typically the application level security.
   \item Yearly certify to C&IT that the data stored and/or managed does not contain HIPAA protected information.
   \item Yearly certify whether each database hosted contains PII protected information.
   \end{enumerate}

5. \textbf{Change Management and Notification}
   \begin{enumerate}
   \item \textbf{Service Window}
     \begin{enumerate}
     \item The services are not guaranteed to be available during the C&IT maintenance windows. The normal windows are Sunday from 2a.m. to 8 a.m. and Thursday’s from 6 a.m. to 8 a.m. No notice of downtime will be given during these windows. On the occasion when there is planned unavailability outside the normal windows, C&IT will try to provide no less than two business days of notice.
     \item Backup and restore services are not guaranteed to be available on Thursday’s during the backup system maintenance window, 9 a.m. to 6 p.m.
     \end{enumerate}
   \item \textbf{Backup}
     \begin{enumerate}
     \item Backup sets and recovery logs will be maintained for one month.
     \item Full hot backups will be done nightly and recovery logs will be kept for all databases. Backups will be scheduled to run sometime between 6 p.m. and 6 a.m., but will be targeted to start after 9 p.m. when possible.
     \item Recovery logs will be backed up every 15 minutes. If there is backup system maintenance occurring, recovery logs will be backed up after the maintenance has ended and the backup system is once again available.
     \end{enumerate}
   \end{enumerate}

6. \textbf{Security Requirements of all hosted databases}
   \begin{enumerate}
   \item The MS/SQL database software must be at a currently supported version.
   \item The OS running the MS/SQL software must be at a currently supported version.
   \item Access to the database server for the Application responsible parties must either from IP addresses on Campus or the VPN.
   \end{enumerate}

7. \textbf{Services not Provided by C&IT}
   Only the services specifically listed under C&IT responsibilities will be provided. No other MS/SQL support services will be provided, including but not limited to:
   \begin{itemize}
   \item Automatic database duplication/Log Shipping
   \item Application security management services
   \item Data modeling services
   \item Application tuning services
   \item Application development services
   \end{itemize}
- Data reporting services
- Will not provide a dedicated Windows environment for any MS/SQL database. This service offering is MS/SQL delivered in a shared environment.
- No disaster recovery services provided to restore the database in the event the data center in which the database is housed is lost.
- No synchronized backup services to synchronize the backup time of the database with data stored outside of the database.

Consulting and advising services are available outside of the scope of this Terms of Service Agreement.

8. Definitions

Application Staff Responsible parties

The WSU employee who is responsible for supporting the applications that use the database as well as supporting the database itself. The person must have an active primary assignment in the WSU HR system.

Delegated Applications Staff Responsible

A non-WSU employee (guest/affiliate) whose is doing work on behalf of the Application Staff Responsible party.

Application Staff Responsible parties id.

The id used by the Application Staff Responsible parties to perform their work on the database. This id must be identical in name and format to the employees Access ID.

Service Accounts

Service Accounts are ids to be used to access the database used by application (e.g., web) servers. They are not intended to be used by the Application Staff Responsible parties.