

DISASTER RECOVERY STORAGE SERVICE
SERVICE LEVEL AGREEMENT (SLA)

Between

THE STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE,
DIVISION OF ARCHIVES & RECORDS MANAGEMENT

And

<Name of Customer>

The Washington Office of the Secretary of State, Division of Archives & Records Management (herein referred to as OSOS) and <Name of Customer> (herein referred to as Customer) enter into this Service Level Agreement (SLA) for the Disaster Recovery Storage Service (DRSS). In the event of a records disaster, the tape or hard drive backups held on behalf of the Customer for the purpose of disaster recovery are available to the Customer in order to recreate the Customer's records.

Definitions

The following definition of terms used throughout this Service Level Agreement and the following Statement of Work shall have the meanings set forth below:

“Backup” shall mean a copy of data.

“DRSS” shall mean Disaster Recovery Storage Service, which is a repository program for the Washington State Archives Division of the Office of the Secretary of State.

“Digital Archives” shall mean the branch of the Division of Archives & Records Management of the Office of the Secretary of State dedicated to the preservation of electronic records.

“Hard Drive Backup” shall mean a storage rendering of hard drive content.

“Non-scheduled Return” shall mean the return of a Customer's media storage container on any date other than the scheduled return date. The return is at the request of the Customer for emergency or non-emergency reasons.

“Media Storage Container” shall mean the container provided to the Customer in which the tape backup or hard drive is stored in the vault. The media storage container is the container upon which the radio frequency identification (RFID) is affixed and the security tag is secured.

“Media Copy” shall mean the objects on which data can be stored. These objects include tapes and hard drives. The term 'media' will be used interchangeably with tape backup and hard drive.

“Records Disaster” shall mean the loss or unavailability of records or data that disrupts an organization's functions or results in loss or threat of loss to rights and assets of the organization or the public, as defined in the Essential Records Manual, produced by the Division of Archives & Records Management.

“Scheduled Return” shall mean the automatic return of a Customer's media storage container to the Customer on a date determined by the Customer's selected return schedule.

“RFID” shall mean radio frequency identification used to transmit signals.

“Vault” shall mean a secured, climate controlled, fireproof storage facility.

Costs

Costs of this service will be shared by the Customer and OSOS. OSOS will bear the costs of purchasing the media storage containers and disposable security tags, and the shipping costs of returning the media to the Customer on scheduled return dates. The method of shipment will be UPS Ground. The Customer will bear the costs of shipping their media to the Digital Archives facility in Cheney, WA and the shipping costs of non-scheduled returns.

Period of Performance

Subject to its other provisions, the period of performance for this SLA shall commence on the date of execution, which is the date of the last signature to this SLA. Either party may terminate this SLA in writing with thirty (30) days' notice to the other party.

Upon termination of this SLA, OSOS will return to the Customer any property held for the purpose of backup by Digital Archives. The Customer will return to Digital Archives any media storage containers owned by OSOS.

Treatment of Assets

Title to all property furnished by Customer shall remain with the Customer.

OSOS shall be responsible for any loss or damage to Customer's property located on OSOS property, which results from the negligence of OSOS.

If any of the Customer's property is lost, destroyed, or damaged, OSOS shall immediately notify the Customer and shall take all reasonable steps to protect the property from further damage.

OSOS shall surrender to the Customer all property of the Customer being held for the purpose of backup prior to settlement upon completion, termination, or cancellation of this SLA.

All reference to OSOS under this clause shall also include OSOS employees.

Governance

This SLA is entered into under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this SLA shall be construed and interpreted in accordance with those laws. The venue of any action brought hereunder shall be the Thurston County Superior Court.

In the event of an inconsistency in the terms of this SLA, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Any other provisions of the SLA, including materials incorporated by reference.

Disputes

Except as otherwise provided in this SLA, when a bona fide dispute arises between OSOS and the Customer and cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State.

The request for a dispute hearing must:

- be in writing;
- state the disputed issue(s);
- state the relative positions of the parties;
- state the Customer's name and address;
- be mailed to the Secretary of State and the other party's (respondent's) SLA Manager within three (3) business days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requester's statement to both the agent and the requester within fifteen (15) business days.

The Secretary of State shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State may extend this period if necessary by notifying the parties.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this SLA shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrections, fires, floods, storms, explosions, earthquakes, acts of God, war, governmental action, or any other similar cause, which is beyond the reasonable control of such party. If any force majeure event occurs, the party delayed or unable to perform shall give immediate notice to the other party.

Indemnification

Each party to this SLA shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this SLA shall be responsible for the acts and/or omissions of entities or individuals not a party to this SLA.

Independent Capacity

The parties intend that an independent Customer relationship is created by this SLA. The Customer and his or her employees or agents performing under this SLA are not employees or agents of OSOS. The Customer will not hold himself or herself out as, or claim to be, an officer or employee of OSOS or of the state of Washington, nor will the Customer make any claim of right, privilege, or benefit, which would accrue to such employee under law. Conduct and control of the work will be solely with the Customer.

All Writings Contained Herein

This SLA contains the entire understanding between the parties and there are no other SLAs, understandings, or representations set forth or incorporated herein by reference. Subsequent modifications or amendments of this SLA shall not be of any force or effect unless in writing, signed by authorized representatives of the OSOS and the Customer, and made part of this original SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

<Customer Name>

Office of the Secretary of State

Authorized Signature

Date

Digital Archivist or Designee

Date

DISASTER RECOVERY STORAGE SERVICE (DRSS)
STATEMENT OF WORK

REPRESENTATIVES

The Project Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this SLA. The Customer shall also name a secondary contact person.

The Project Manager for OSOS, Division of Archives & Records Management is the Digital Archives Assistant, 960 Washington Street, Cheney, WA 99004-1454, Phone (509) 235-7509, e-mail DRSS@digitalarchives.wa.gov, Web www.digitalarchives.wa.gov. The Digital Archives' regular business hours are 8:00 am-5:00 pm PST, Monday-Friday, excluding State holidays.

The Project Manager for <Customer's name> will be:

NAME _____
TITLE _____
ADDRESS _____

PHONE _____
EMAIL _____

The secondary contact for <Customer's name> will be:

NAME _____
TITLE _____
ADDRESS _____

PHONE _____
EMAIL _____

THE OFFICE OF THE SECRETARY OF STATE SHALL:

Responsibility

OSOS will provide Customer with RFID-labeled media storage containers, security tags, and a copy of the DRSS User Manual. OSOS will pay the shipping costs of returning the Customer's media by UPS Ground on scheduled return dates.

Digital Archives staff will not break a media storage container security tag except under the circumstances described below. Digital Archives will scan the Radio Frequency Identification (RFID) label located on the Customer's media storage container(s) and enter the RFID number(s) into a receiving log. The media storage container(s) will be placed directly in a vault located on the premises of the Digital Archives, Division of Archives & Records Management, OSOS, in Cheney, Washington.

OSOS reserves the right to inspect media storage containers, including breaking security tags, when tampering is suspected. In the event that a Customer's shipment is inspected, a new security tag will be placed on the container, and the new tag number will be entered into the customer's DRSS account.

Scheduled Returns

OSOS will return Customer's backup media according to their selected return schedule, which indicates the amount of time any given media storage container will be held in storage before being automatically returned to Customer. Media will be returned to Customer by UPS Ground to the shipping address indicated below.

OSOS is not responsible for the Customer's media while in transit. In the event that a shipment is lost or damaged in transit, it is the Customer's responsibility to deal directly with the carrier.

Customer's address for DRSS shipments (No P.O. Boxes):

AGENCY NAME _____

ATTN: _____

ADDRESS _____

CITY/STATE/ZIP _____

Return schedule for media (Amount of time any given media storage container will be held in storage before being automatically returned to Customer, starting from day of arrival at the Digital Archives. If scheduled return date falls on a weekend or holiday, the return will be shipped on the next business day).

- 1 month
- 3 months
- 6 months
- 1 year

Non-scheduled Returns

In the event of a records disaster, Customer can request an emergency return by calling the Digital Archives during business hours at (509) 235-7509. During non-business hours, Customer may call 1-800-634-3532 and the Digital Archives will attempt to retrieve and return the media in a timely manner. Requests submitted no later than 2:00 pm will be shipped the same business day. Requests submitted after 2:00 pm will be shipped the next business day. Customer may track shipments through UPS tracking at <http://www.ups.com/WebTracking/track?loc=en> or by phone at 1-800-742-5877.

The Digital Archives will pack media for shipment in preparation for Customer-arranged carrier pick-up of media for non-scheduled return requests.

If a Customer wishes to pick up their media in person, OSOS will release media storage containers ONLY to Customer's primary or secondary contact. OSOS reserves the right to require a photo ID before releasing media storage containers.

THE CUSTOMER SHALL:**Responsibility**

Customer will ship media in secured media storage containers to the Digital Archives facility at the following address.

Washington State Digital Archives
Attn: DRSS
960 Washington St.
Cheney, WA 99004

Customer will pay the costs of shipping their media to the Digital Archives facility in Cheney, WA.

Customer will arrange for carrier pick-up and will bear the shipping costs for all non-scheduled returns.

Customer will be provided free use of media storage containers, which will be issued according to Customer's selection. **Please use order form on next page for initial selection of media storage container(s).** Subsequent orders may be placed by e-mail to drss@digitalarchives.wa.gov or by calling (509) 235-7509. All media storage containers will have RFID tags affixed, the removal of which is prohibited. Each media storage container will come with a disposable security tag which must be used to secure the media storage container before shipping it to the Digital Archives.

Customer will be issued an account and password for the Digital Archives' DRSS web portal and will manage their account according to the DRSS User Manual.

Upon separation from the DRSS program, Customer must return all media storage containers in their possession to the Digital Archives facility in Cheney, WA. Failure to return media storage containers within 60 days after separation from the program will result in the Customer being billed for the cost of container replacement.

SAMPLE

Media Storage Container Request Form

Quantity	Container	Capacity
	LTO5	Holds five (5) LTO tapes
	TK1	Holds fourteen (14) LTO tapes
	LTO20	Holds twenty (20) LTO tapes
	DLT5	Holds five (5) DLT tapes
	Mailer4	Holds one (1) LTO tape <u>or</u> one (1) DLT tape <u>or</u> one (1) ¼ Data Cartridge <u>or</u> one (1) CD <u>or</u> one (1) DVD
	Mailer 2	Holds two (2) 4mm tapes or one (1) 8mm tape
	TUR4mm with foam	Holds nine (9) 4mm tapes
	TUR4mm without foam	Holds ten (10) 8mm tapes
	3480 Turtle Twin with hard drive foam	Holds up to four (4) hard drives
	3480 Turtle Twin with CD foam	Holds up to ten (10) CDs
	3480 Turtle Twin with DVD foam	Holds up to ten (10) DVDs