

**SERVICE LEVEL AGREEMENT  
FOR  
ELECTRONIC TRANSACTION AND ACCESS TO UNIVERSITY OF UTAH**

THIS SERVICE LEVEL AGREEMENT ("**Agreement**") is by and between the University of Utah ("**University**"), a body politic and corporate of the State of Utah, and Utah Interactive, Inc. ("**Interactive**"), a for-profit Utah corporation.

University and Interactive mutually agree to the following terms and conditions:

**1. INCORPORATION OF MASTER CONTRACT BY REFERENCE**

This Agreement between University and Interactive is authorized by that certain Contract for Network Manager Services (Contract #PD-1068) ("**Master Contract**"), dated May 7, 1999, between the State of Utah (the "**State**") and Interactive, a copy of which Master Contract is attached hereto as Attachment A. The provisions of the Master Contract are incorporated by reference and made a part of this Agreement. The Parties to this Agreement have reviewed all provisions in the Master Contract and in this Agreement. The Parties acknowledge that various issues are addressed in both the Master Contract and in this Agreement, including disclosure of University data, termination procedures, premium service fees, data ownership, and financial reports. However, the Parties acknowledge and agree that such provisions are not conflicting, that the provisions in this Agreement are more specific than or in addition to the provisions in the Master Contract and are included in this Agreement in furtherance of authority granted by the Master Contract. The Parties rely on their acknowledgment that no conflicts exist between the Master Contract and this Agreement.

**2. PURPOSE**

The purpose of this Agreement, like that of the Master Contract, is to promote electronic access to government records and services. Specifically, University will take part in the "E-Utah" Network ("**the Network**") managed by Interactive. The Network is a creation of the State and administered by the Utah Electronic Commerce Council ("**Council**") under the authority of the State's Chief Information Officer ("**CIO**"). The Network is a public/private partnership charged with developing a comprehensive Internet gateway to government services and information. The Network is intended to be a self-funded electronic gateway where government continues to be the ultimate stewards over the information, but the Network handles the administrative and technical aspects of efficiently distributing government information and services to the public.

Pursuant to this Agreement, Interactive and University will work together to make certain of the following University data available on the Network:

- a. "**Unrestricted Data**", which will be available to the general public; and

- b. **“Transactional Data”**, which will be available only to certain “Authorized Contractors” who have existing contractual relationships with University and whom have received authorization from University to electronically conduct business and transactions with University.

Prior to making a specialized service or transaction available on the Network, University and Interactive shall follow the procedures described in paragraph 4 below.

Given both the confidential nature of data maintained by University and current technological limitations, University does not at this time envision using the Network to process routine requests for records pursuant to the Government Records Access and Management Act (“GRAMA”) or other state and federal statutes. Although some unrestricted University data made available to the public through the Network may also be classified as “public records” under GRAMA, University does not intend to use the Network as an interactive medium to process GRAMA requests.

### 3. DEFINITIONS

- a. **“Application”** means any computer program developed by Interactive to interface with a particular computer database maintained by University, in order to provide a specialized service or transaction to Network users and subscribers.
- b. **“Authorized Contractors”** means groups or individuals who have established a contractual relationship with University and whom University has specifically authorized to access specialized services or conduct transactions with University on the Network.
- c. **“Council”** means the Utah Electronic Commerce Council.
- d. **“GRAMA”** means the Government Records Access and Management Act, Utah Code Ann. § 63-2-101 et. seq.
- e. **“Network”** (sometimes referred to as “E-Utah” or the “E-Utah Network”) means the gateway network by which data from University and other State governmental agencies will be made electronically available to the public.
- f. **“Network Subscribers”** means individuals or organizations who use the Network for computer-assisted research, information retrieval and electronic transactions.
- g. **“IT Director”** means the administrative technical designee of the University that serves as the primary contact for Interactive for e-Utah projects.
- h. **“Party”** means University or Interactive.

i. **“Premium Services”** means those Network services made available to Network Subscribers in such a way that they have commercial value or added convenience for Network Subscribers, and for which Interactive has obtained the approval of University and the Council to charge an access fee.

j. **“Restricted Data”** means all University data not ordinarily disseminated to the public without statutory authorization, a written request and proof of the requester’s identity.

k. **“The State”** means the State of Utah.

l. **“Transactional Data”** means University data made available on the Network to Authorized Contractors for the purpose of conducting business and transactions with University.

m. **“Unrestricted Data”** means information and records maintained by University and routinely disseminated to the public without a written request or proof of the requester’s identity. Unrestricted Data includes such materials as department newsletters, descriptions of services, rules, policies, forms, and other general information.

#### 4. **PROCEDURE FOR SPECIALIZED SERVICES OR TRANSACTIONS**

##### a. **Addenda to Agreement – Specific Applications**

Interactive shall provide the general public with access to certain of University’s Unrestricted Data, all as more specifically agreed to and authorized by the University in a signed written addendum to this Agreement.

Interactive shall provide access to Restricted Data to Network Subscribers only if:

- i. University has expressly identified the subscriber as an Authorized Contractor;
- ii. University has expressly authorized such access by executing a written addendum to this Agreement in accordance with this section; and
- iii. the data is necessary for a specific service or transaction that University wishes to provide to the Authorized Contractor.

Prior to the execution of any addendum that authorizes such access, University shall determine whether the data used by that particular Application contain any records protected by GRAMA or any other state and federal statute. If so, University may enter into an addendum agreement affecting such records only if University first determines that one or both of the Parties can effectively

provide secured and restricted access of such data to the Authorized Contractors and Network Subscribers.

**b. Addenda to Agreement – Specific Applications**

Either Party may initiate discussion regarding a particular Application. Each Party shall have the discretion to accept or decline a particular Application suggested by the other. However, University shall have the sole discretion and responsibility to identify the Authorized Contractors who may access a particular Application on the Network, and the restrictions to such access, if any. Interactive shall honor the restrictions imposed by University as to each Application.

Each addendum to this Agreement shall be limited to a separate Application, and shall specify the following items:

- i. the service or transaction to be made available to Network Subscribers;
- ii. the type of data affected;
- iii. the individuals who are authorized to access the Application;
- iv. the restrictions to such access, if any;
- v. the measures to be taken by the Parties to filter records protected by GRAMA or other state and federal statutes from access by the general public;
- vi. the method(s) to be used to transmit data from University to Interactive; and
- vii. the fees, if any, that Interactive will charge the Network Subscribers for such service or transaction.

**5. APPROVAL BY THE UTAH ELECTRONIC COMMERCE COUNCIL**

**a. Approval of Agreement and Addenda**

As stated in the Master Contract, this Agreement is subject to the approval of the Utah Electronic Commerce Council (“Council”), an advisory board to the State CIO. If the Council fails to approve this Agreement, this Agreement shall become null and void.

Any and all future addenda made to this Agreement will also be subject to the approval of the Council. If the Council fails to approve any addendum to the

Agreement, that addendum shall become null and void.

Interactive shall not release any Restricted Data to Network Subscribers or others until the Council has approved this Agreement, and any relevant addendum.

**b. Approval of Fees for Access to University Data**

Prior to the execution of any addendum for a suggested Application, Interactive shall inform University whether Interactive intends to charge a fee to Network Subscribers for the data, service or transaction provided on the Network, and if so, the amount of that fee. University shall then determine whether:

- i. a fee should be charged for the relevant service or transaction; and
- ii. the fee is reasonable and fair to Network Subscribers.

University shall have complete discretion to accept or deny any Application fee recommended by Interactive.

Interactive shall not charge any fee for an Application unless University has authorized the fee in a specific addendum addressing that Application and the Council has approved the fee.

**6. ADDITIONAL RESPONSIBILITIES OF THE PARTIES**

**a. University's Responsibilities**

- i. Upon the execution of any addendum to the Agreement and approval of the addendum by the Council, University will give Interactive's employees computer access to the specific data and the Application addressed by that addendum.
- ii. University may provide computer access to Interactive employees by electronic transmission, disk, e-mail, or any other method specified in the addendum.
- iii. University shall not be liable for interruption of services due to circumstances beyond the control of University, its agents or employees, such as equipment malfunction and periodic maintenance or update of the computer system(s).
- iv. If University desires to have Interactive provide access to certain University records or information as part of an Application, but does not maintain a computer database which can be accessed by Interactive for

such purpose, University shall ensure that the addendum relating to such Application identifies:

- (a) the type of resources necessary to accomplish the goals of the addendum;
  - (b) the quantity of resources necessary to accomplish the goals of the addendum; and
  - (c) the party responsible for supplying the required resources.
- v. The IT Director shall be the designated contact person for University.

(a) Addenda to Agreement – Specific Applications

(i) The IT Director shall work with representatives of Interactive in discussing ideas for specific Applications that would provide University services and transactions to Network Subscribers.

(ii) Prior to entering into any addendum agreement with Interactive for a specific Application, the IT Director shall consult with University' Office of Legal Counsel as to the form and content of the addendum.

(b) The IT Director shall be responsible for monitoring the performance of this Agreement, and shall periodically review the records that Interactive submits to the State CIO pursuant to its obligations under the Master Contract, including financial records, documentation identifying current Network Subscribers, documentation regarding current security measures used by Interactive, and other records identified in subsequent addenda to this Agreement. If the IT Director has any concerns regarding Interactive's performance of this Agreement or any addenda resulting from this Agreement, the IT Director shall immediately notify the State CIO and the Council.

**b. Interactive's Responsibilities**

i. University retains the proprietary rights to all University data and the exclusive authority to approve or disapprove the dissemination of University data. If University' Restricted Data is somehow embedded into any software programs developed by Interactive, Interactive shall not transfer or convey rights to licensure of such software to any individual or agency other than University, unless Interactive is able to show to

University that it has successfully removed the Restricted Data from such software program. Authorized on-line access to University data, transactions, software or hardware provides Interactive with no right of possession or ownership of these resources, even if Interactive pays a fee for access to such resources.

**ii.** University shall have all rights to software developed by Interactive for University Applications as defined under paragraph 4 of the Master Contract. However, if University' data is somehow embedded into any software programs developed by Interactive, Interactive shall ensure that University can access such data free of charge.

**iii.** Interactive shall provide all equipment, software, supplies and staff necessary to establish electronic access to University data, unless otherwise provided by an addendum to this Agreement pursuant to paragraph 6.a.iv. above.

**iv.** Interactive shall develop and maintain all programs used to interface with University programs as described in subsequent addenda to this Agreement. Interactive shall also design the programs, if required by individual addenda. Interactive may be relieved of its responsibility to develop and maintain programs used to interface with University programs only in accordance with paragraph 6.a.iv. above.

**v.** Interactive shall develop Network computer programs for all University Applications affecting University' Authorized Contractors as described in subsequent addenda to this Agreement such that prior to granting access to subscribers, each program shall:

**(a)** inform subscribers of any restrictions on the use of University data;

**(b)** inform subscribers of the civil and criminal penalties relating to the unauthorized use of University data, including penalties established by GRAMA and other state and federal statutes; and

**(c)** contain an effective method for verifying a subscriber's identity.

**vi.** Interactive shall develop subscriber agreements that require the subscribers to certify that they shall comply with any restrictions on use and confidentiality of University data, and that they are aware of the civil and criminal penalties for the unauthorized use of such data.

**vii.** For all Applications involving Authorized Contractors, Interactive

shall maintain usage logs containing the subscriber's name, the date and time of use, the type of inquiry or transaction, the data accessed, and the fees paid, if any.

**viii.** Prior to allowing Interactive employees to access any Restricted Data or data to which access is otherwise restricted under state and federal statutes, Interactive shall require its employees to sign a confidentiality and non-disclosure agreement approved by University, in which employees certify that they are aware of the applicable civil and criminal penalties for the unauthorized use of such data, and that they shall comply with University' restrictions on use of such data.

**ix.** University's IT Director is the contact person for University, and Interactive shall coordinate its responsibilities under this Agreement and subsequent addenda with the IT Director. In addition, Interactive shall consult with the IT Director regarding ideas for specific Applications intended to provide University services and transactions to Network Subscribers. .

**x.** Interactive shall work with University to establish priorities for development and revision of Applications, to periodically reexamine the assigned priorities, and to work diligently to complete each Application and any revisions to such Application in accordance with the established priorities of all University Applications and revisions as approved by the Council.

## **7. TERM OF AGREEMENT**

### **a. Effective Date**

This Agreement shall become effective upon the execution of this Agreement by University and Interactive and the Council's approval of this Agreement as evidenced by the execution of this Agreement by the Council in the space provided below.

### **b. Term**

Unless terminated under paragraph 7.c. below, this Agreement shall be in full force and effect until the expiration or termination of the Master Contract, including any extensions to the Master Contract, except that as provided in paragraph 17 of Attachment B to the Master Contract, upon termination of the Master Contract, this Agreement shall remain in effect during a transition period to a successor network manager. The duration of this transition period shall be in

accordance with the State's notification to Interactive as required by paragraph 17 of Attachment B to the Master Contract.

**c. Termination Procedure**

Termination of this Agreement shall comply with the procedures described in the Master Contract and its Standard and Special Terms and Conditions. Notwithstanding any provision to the contrary herein or in the Master Contract and its Standard and Special Terms and Conditions:

(i) the University may terminate this Agreement or any specific Addendum to this Agreement at any time with or without cause upon thirty (30) days' written notice to Interactive; and

(ii) if University discovers that Interactive or any of its employees or agents have wrongfully or negligently disclosed Restricted Data or have otherwise violated any provisions of this Agreement or any addenda to this Agreement, University may, at its discretion, immediately disconnect Interactive's access to University data, and immediately notify the State CIO and the Council.

**8. CONSIDERATION**

University is not obligated to pay for any services or goods provided by Interactive pursuant to this Agreement. Rather, Interactive will receive payment for goods or services from subscriber charges or fees for Premium Services approved by University and the Council. University enters into this Agreement in consideration for the anticipated added convenience that University clients, Authorized Contractors and the general public will receive as a result of this Agreement. Interactive enters into this Agreement in consideration for the fees it expects to receive from Network Subscribers who use the Premium Services.

**9. INDEMNIFICATION/INSURANCE**

Interactive agrees to comply with the indemnity provisions contained in Attachments A and B of the Master Contract, and further agrees to hold harmless, indemnify and defend University, its agents and employees from any actions arising out of Interactive's negligence or material failure to perform under the terms of this Agreement, including wrongful or unauthorized release of University data. In addition, Interactive agrees to comply with the insurance and bonds clauses in the Master Contract and to provide University written proof of the insurance and bond required pursuant to Section 12 of Attachment B of the Master Contract. In addition, Interactive agrees that University shall be listed as an additional insured on the general comprehensive liability insurance policy required by paragraph A of Section 12 of Attachment A of the Master Contract.

**10. ATTORNEY FEES**

If either Party is required to enforce this Agreement after breach by the other Party, or to defend against liability due to the negligence of the other Party, either with or without suit, the prevailing Party shall receive from the unsuccessful Party all costs and expenses of collection, including court costs and reasonable attorneys' fees.

**11. ASSIGNMENT**

Interactive may not assign any of its rights or delegate any of its duties hereunder unless it obtains prior written consent from University.

**12. EFFECT OF ILLEGAL PROVISIONS**

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

**13. ACKNOWLEDGMENT OF COPYRIGHT LAWS AND NON-SUPERVISION OF CERTAIN NETWORK CONTENT**

University represents to Interactive that the data furnished to Interactive by University for electronic access on the Network do not violate any third party's copyright rights under federal law.

From time to time, University may request Interactive to provide certain links to other non-network sites from University data or services available on the Network. Both Parties acknowledge that neither Party exercises control, censorship, or direction over such links or the content of those sites.

**14. NOTICES**

All notices to the Parties to this Agreement shall be in writing, including any electronic means mutually agreed upon by the Parties. Notices shall be directed to the individuals shown below, or to their successor(s) upon receipt of notice of successor:

To the Council: Mr. Alan C. Sherwood  
Chair, Utah Electronic Commerce Council  
116 State Capitol  
Salt Lake City, Utah 84114  
ASHER@GOV.STATE.UT.US

To Interactive: Richard L. Brown  
Network General Manager

Utah Interactive, Inc.  
68 South Main, Suite 200  
Salt Lake City, Utah 84101  
[Ric@e-utah.org](mailto:Ric@e-utah.org)

To University: Ronald E. Tremea  
Assistant Vice President  
Financial and Accounting Services  
University of Utah  
201 S. Presidents Circle, Room 408  
Salt Lake City, Utah 84112-9023  
[rtremea@park.admin.utah.edu](mailto:rtremea@park.admin.utah.edu)

**15. UNIVERSITY ACCESS TO RECORDS FROM OTHER STATE AGENCIES**

If University has Internet access, it shall have free access to information available on the Network from all other State agencies. University acknowledges that this right is granted by Council policy, which policy currently makes records accessible for internal agency use only, and prohibits the resale or other transfer of records by University to others outside its agency. University further acknowledges that neither the Council nor Interactive governs Internet access for State agencies.

**16. CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Utah.

**17. PARAGRAPH HEADINGS**

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

**18. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive statement of the Agreement between the Parties. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the Parties to this Agreement. Any oral Agreement or representation shall bind neither University nor Interactive.

IN WITNESS WHEREOF, the Parties below execute this Agreement as follows:

**University of Utah**

By: Arnold B. Combe  
Arnold B. Combe  
Vice President, Administrative Services

Date 3/19/01

**Utah Interactive, Inc.**

[Signature]  
Richard L. Brown, General Manager  
Utah Interactive, Inc.

Date 3.12.2001

APPROVED BY:

[Signature]  
Alan Sherwood, Chair  
Utah Electronic Commerce Council

Date 3/12/01



Office of the Vice President  
for Administrative Services

## Memorandum

**To:** Ric Brown, E-Utah  
**From:** Ron Tremea   
**Date:** March 21, 2001  
**Re:** Service Level Agreement

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Attached is the signed Service Level Agreement between the University of Utah and Utah Interactive, Inc.

We look forward to doing business with you. Thanks again for all your help.

**Assistant Vice President  
Financial and Accounting Services**

201 S Presidents Cir Rm 408  
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