



**STATEMENT OF WORK**

Statement of Work for Year: **Services for period starting July 1, 2009 – June 30, 2010**

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Client: \_\_\_\_\_

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Provider: **Etudes, Inc.**  
**440 North Wolfe Road**  
**Sunnyvale, CA 94085**

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**SECTION I: Project Background**

**1. TERM OF STATEMENT OF WORK**

The renewable term associated with the annual hosting, system administration, site and account management, and support costs is **7/1/2009 – 6/30/2010** (fiscal year for services to be provided to Client).

Etudes will automatically renew the annual term in the month prior to the end of the term and will provide uninterrupted services - unless the Client institution indicates a change in writing 30 days prior to this date.

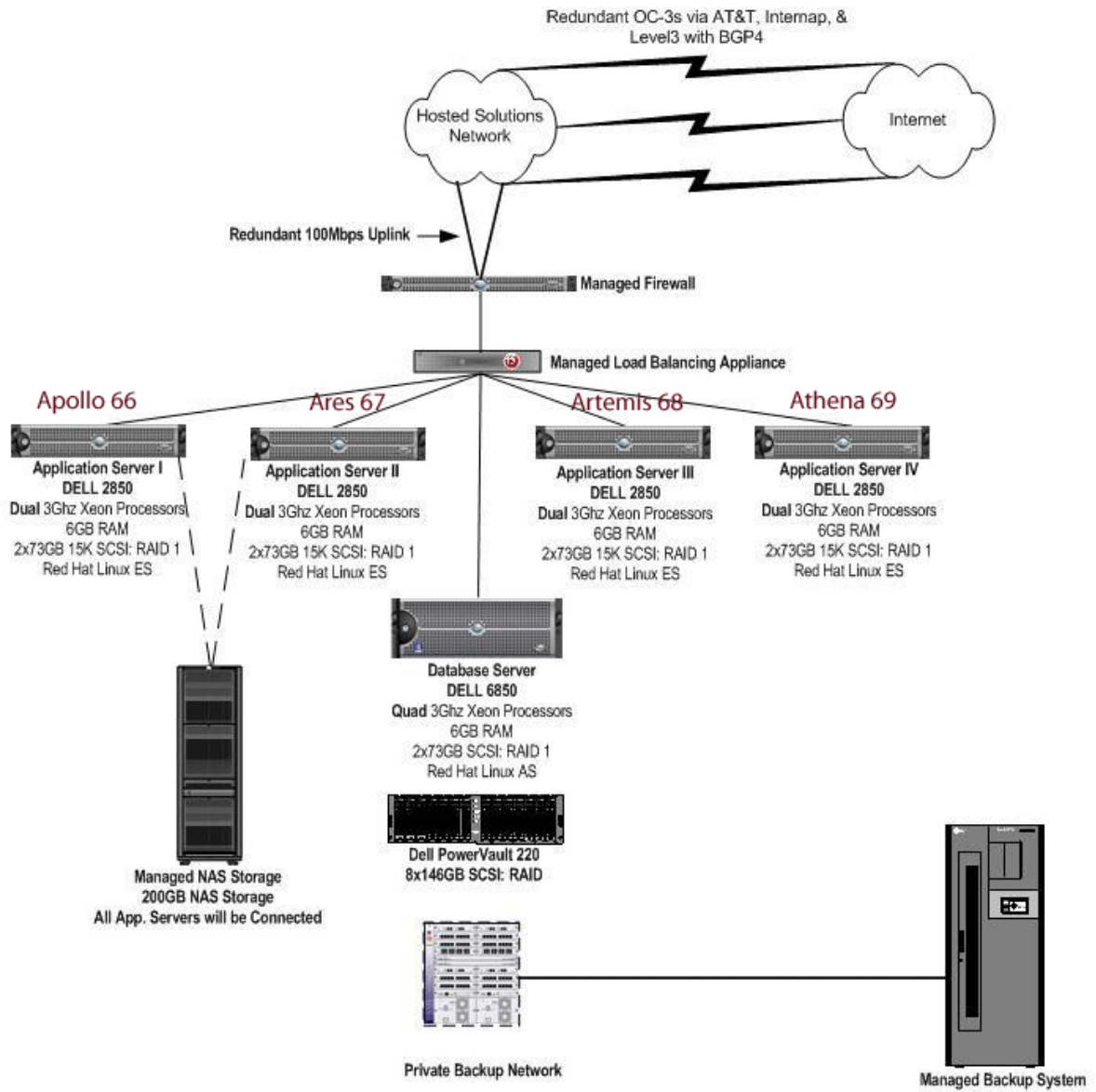
**2. OBJECTIVE**

This Statement of Work includes hosting, support, and system administration services. Specifically, Etudes will provide hosting, backup services, system administration, live and development site installations, account management, faculty support, and routine term roster importation for Client. Further, Etudes will offer adequate training sessions. Training is at additional cost (not part of this SOW).

**3. CLIENT INSTITUTION COORDINATORS (NAME, PHONE, EMAIL)**

Member Primary Contact	<i>Name</i>	
	<i>Email address</i>	
	<i>Telephone number</i>	
Distance Learning Member Contact	<i>Name</i>	
	<i>Email address</i>	
	<i>Telephone number</i>	
IT Lead for SIS Integration	<i>Name</i>	
	<i>Email address</i>	
	<i>Telephone number</i>	

## 4. DETAILED DESCRIPTION OF INFRASTRUCTURE, SERVICES AND DELIVERABLES



(Diagram of Etudes production/hosting environment and infrastructure)



## **Hosting**

Etudes will work with its preferred Data Center / Hosting Providers to provide a fully hosted and managed solution of the Etudes application. The hosting solution will include all hardware, software (with the exception of the Etudes application and its components), networking connectivity and back-ups.

A detailed description of the included items is listed below:

*Note: Specifications may be expanded at any time, based on growth of accounts and enrollments.*

- Managed Firewall/VPN
- (4) Application Servers (Dell Power Edge 2850's)
- (1) Database Server (Dell Power Edge 6850)
- Storage Array
- Managed Load Balancing Device
- Dashboard Enhanced Monitoring
- 200 GB NAS Storage
- 300GB Bandwidth transfer (Burstable up to 100Mbps)
- Private Back up Network (6 Daily incremental backups/ 1 Full Back up weekly)
- Managed Backup System

As part of the dedicated hosting, Etudes will ensure that the hosting provider will have on-site spares for servers; therefore, in the event of a hardware failure on the database server, Etudes will ensure that the provider will replace any failed hardware components, or the entire system. Etudes will ensure that any downtime to the database due to a hardware failure is limited – with no additional costs to the Client.

### Additional features

- Uptime: 99.999%
- Monitoring: 27/7/365
- Hardware: Included
- Operating Systems: Included
- Application Setup & Upgrades: Included
- Load Balancing: Included

### Production

Etudes staff will deploy, upgrade, maintain the Etudes application and database servers. Deployments, server maintenance, and upgrades will be scheduled during off hours, typically early in the morning. Major version upgrades will be scheduled during term breaks with advance notice to members.

### Administrative Access

Etudes staff has full administrative access to all servers except the firewall and the load balancer (These are “managed services” that are managed by the hosting provider, data center staff)

### Monitoring

All monitoring parameters are completely viewable via a web browser. Etudes staff, System and Database Administrator, has access to monitor the following to ensure optimal system performance.

- Bandwidth Traffic
- Hardware Resources
  - CPU
  - Drive Space
  - RAM Utilization
- Applications via various ports, etc.



### Backup Restoration

In the event of a disaster and backup restoration, the hosting service agreement includes (at no additional cost to Client institution), a restore of the entire database from the previous day's full backups.

### Data Retention Policy

Etudes, Inc. agrees to keep course sites "live" (reachable via web browsers) on the Etudes production services for a full year. The course sites remain accessible for a full year intact, with all content published or uploaded by faculty, student grades, student assessment uploads or submissions, discussion posts and other communication records submitted by students and instructors. At any given time, a full year's worth of course / term sites are "live" on the Etudes servers, with all their content, unless deleted by faculty.

Content prior to one year is purged from the Etudes production servers to reduce hosting storage costs and stability and performance issues that can be attributed to data that has grown to astronomical levels.

Etudes, Inc. will archive and store on additional servers one to two years of course sites, depending on costs for offering such storage at no cost to members. Archived courses will be stored in .zip format, and will be available in packages that allow faculty to import the content back into future development or live term sites. Archived course site files will include uploaded and published content – not student records.

The Etudes, Inc. data retention policy offers client access to up to three years worth of course site content. This is more than anyone in the industry, including major commercial CMS vendors, offer their clients.

The above policy does not apply to development and project sites, which are always "live."

### Support

Etudes staff has full access to live network engineers 24/7 to respond to crises related to performance, bugs, database load issues, data corruption, or equipment failure. Support does not suffer regardless of what time of the day or day of the week. Staff is available around the clock, notified by monitoring devices, and can take care of any issue. Issues are addressed immediately depending on their priority. Network Operations staff of the Data Center can be reached by Etudes staff via the following access points:

- Online ticketing system via Dashboard
- Support Email
- Phone

### Detailed Hardware Specifications

*Note: Specifications may be expanded at any time, based on growth of accounts and enrollments.*

#### Dell PowerEdge 2850

- Dual Xeon 3Ghz Processors w/ 2MB Cache
- 6GB RAM
- 2x73GB 15K SCSI Drives: RAID I
- PERC4-EI RAID Card
- Redundant Power Supply
- Red Hat Linux ES

#### Dell PowerEdge 6850

- Quad Xeon 3.16Ghz Processors w/ 1MB Cache
- 8GB RAM



- 2x73GB 15K SCSI Drives: RAID 1
- PERC4-DC RAID Card
- Redundant Power Supply
- Red Hat Linux AS

#### Dell PowerValut 220s

- 8x146GB SCSI Drives: RAID 5

#### Managed NAS Storage

- Netapp FAS 940 NAS Storage
- 200GB of NAS Storage

#### Managed Firewall

- Dell PowerEdge Server
- Open BSD Firewall
- VPN Connectivity
- 50 Policy Changes Per Month
- Advanced Packet Filtering
- Includes Management and Monitoring

#### Managed Load Balancing Device

- F5 BIG-IP LTM 1500
- 2GB RAM
- 100 Transactions Per Second
- Does Not Include SSL Transactions
- Includes Software Subscription & Support
- SSL support and increased transactions per second have been purchased

#### Bakbone Netvault Data Center Preferred Plan

- (2) Client License
- Up to 40GB Backed Up
- 1 Full Backup Weekly
- 6 Daily Incremental Backups
- Additional \$10/GB charge over 60GB
- Cold backups only-Hot backup of Database not included

#### Dashboard Monitoring

- Access to Dashboard Web Portal
- Network Bandwidth Log Access
- Trouble Ticket Web Access
- Log file monitoring
- Process monitoring
- System health monitoring
- Port Monitored every 2 minutes

#### 210 GB Bandwidth Transfer

- 210GB Transfer (Burstable to 100Mbps)
- 100Mbps Ethernet Connection to the Internet
- Access to Multiple GigE IP Connections
- Additional Bandwidth (overage): \$3/GB



## 5. RESOURCES TO BE PROVIDED BY CLIENT INSTITUTION

The Client shall cooperate with Etudes staff by making available necessary resources (IT and support staff) and data (roster batch files, site requests, etc.), so that Etudes staff may perform its obligations under this Statement of Work. The Client shall dedicate one or more points-of-contact.

The Client shall cooperate with Etudes by making sure that its users participate in the *required training* prior to gaining access to hosting and support services. Accounts from individuals with no verified completion of training will be removed from the system, course and project sites, and user support forums.

The Client shall notify Etudes of employees whose faculty, administrative, or classified contracts with the Client have been terminated and they no longer qualify for hosting and support services with Etudes.

The Client shall provide resources and support to its users to supplement what is provided by Etudes to ensure quality instruction is offered to all users of the system.

The Client understands that student help desk services are provided at additional cost. Etudes will provide “reasonable” assistance, free of charge, to Client in troubleshooting and resolving complex user login and account issues. If student help inquiries are excessive, Client will be responsible for purchasing services.

The Client is solely responsible for: appropriateness and quality of content published in sites by their faculty, students, and staff; ADA / Section 508 and copyright law compliance of the materials uploaded by its users; quality of instructional programs, suitability of methods of instruction and collaboration, and related matters.

Etudes, Inc. is responsible for the application and infrastructure; not for the quality or nature of content uploaded or published into Etudes by users. Institutions are responsible for accounts and their content.

## 6. USER LIMITATIONS

Client shall only permit Authorized Users to utilize Etudes (the “Software”) or to view materials residing on the course or project sites installed on the servers. Client also agrees that each Authorized User of the Software shall have a unique account and that no users shall share the same account.

Additional terms of use of accounts and sites include the following:

- a. “Guest” accounts (where a user’s email address is added and assigned the role of “guest” or ‘student’) may be provided for limited use to view a course from a student perspective, as well as for ‘visitors,’ such as lecturers, visiting professors, and colleagues, and for supervisors.
- b. “Guest” accounts with ‘guest’ or ‘student’ role should not be established for students. Only registered students, as per Registrar’s data, shall receive Authorized User accounts and be permitted to sites. Accounts must be established through standard roster upload processes.
- c. For “guest” accounts, Etudes allows for up to four (4) guests or visitors per course site.
- d. Under no circumstances should DEV sites be used for teaching. No guest or user accounts should be loaded into DEV sites. Only four (4) guests are permitted in a DEV site. Failure to comply with these terms of this SOW will result in the immediate removal of the accounts from the system. Further violations by the same individuals will result in termination of their accounts and sites.
- e. The limitation of four (4) guest or visitor accounts per site does not apply to project sites.
- f. Sites should be kept to a reasonable membership size for optimal performance and stability. Sites may not exceed 250 students, without prior written permission and special services agreements.

**NOTE: Guest accounts shall be included in the total enrollments counted for service levels.**



**7. ETUDES CODE OF CONDUCT POLICY**

The evaluation, control, and management of the quality and methods of instruction, appropriateness and presentation of content, academic dishonesty, and compliance with acceptable code of conduct within courses and project sites is the sole responsibility of the Client and fall under their policies. Sanctions and consequences for infractions shall be addressed by instructors and institutions under their local policies.

However, Etudes expects users' conduct in online course and project sites to conform to acceptable standards as described here. Unacceptable behavior includes, but is not limited to the following:

- a. Use of threatening, harassing, sexually explicit language or discriminatory language or conduct that violates state and federal law on sexual harassment or discrimination;
- b. Unauthorized posting or transmitting sexually explicit images or other content that is deemed by Etudes, the software provider, or any administrator, supervisor or instructor of a course published utilizing Etudes or other online tools to be offensive;
- c. Conduct that constitutes fraudulent behavior as enumerated in state and federal statutes;
- d. Disruptive behavior on-line;
- e. Spamming site participants with posts and private messages unrelated to coursework.
- f. Unauthorized access to another user's private My Workspace, account, or sites.
- g. Any action that shows disrespect for individual and privacy rights of other site participants.

All users are subject to the same consequences for violations of the Etudes Code of Conduct policy.

First-time violators of appropriate conduct will receive a warning letter and may be suspended from access to the system or their sites. Subsequent incidents will be reported to their institution's administration for appropriate action, as per local policies and procedures. Depending on the severity of the offense, Etudes reserves the right to block users from the system or remove their accounts, temporarily or permanently.

**8. ETUDES LEAD STAFF**

*List the Key Person(s) who will perform the Service (or the specific sub-tasks set forth in this Work Statement).*

Executive Director	<i>Name</i>	Vivie Sinou
	<i>Email address</i>	<a href="mailto:sinou@etudes.org">sinou@etudes.org</a>
	<i>Telephone number</i>	650.218.7456
Chief Architect	<i>Name</i>	Glenn Golden
	<i>Email address</i>	<a href="mailto:ggolden@etudes.org">ggolden@etudes.org</a>
	<i>Telephone number</i>	734.355.1670
Senior Java Software Developer	<i>Name</i>	Murthy Tanniru
	<i>Email address</i>	<a href="mailto:murthy@etudes.org">murthy@etudes.org</a>
	<i>Telephone number</i>	510.282.5879



## 9. WARRANTY AND SUPPORT

*Specify any warranties or warranty period required. Include the kind of support required during and after the warranty period.*

As Etudes is based on the Sakai platform and other open source tools and client-licensed add-ons that are evolving, Etudes does not warrant superior performance of the application. Every effort will be made to ensure that the software is production-quality and operates at a high standard of performance.

Etudes staff will respond to user support inquiries within 24 hours, including weekends and holidays. Users must post support tickets in the Users Group. In case of unreachable servers, Client may contact directly the Executive Director, Vivie Sinou, at [sinou@etudes.org](mailto:sinou@etudes.org) or 650.218.7456.

## 10. ASSUMPTIONS

- 1) Etudes, Inc. may sub-contract the hosting portions of this contract to another Data Center or preferred hosting provider, and will not notify the client if a shift has been made.
- 2) Etudes, Inc. guarantees that a shift to a new Data Center / hosting provider will be transparent to client.
- 3) Etudes guarantees to provide advanced notice to users for major system upgrades.
- 4) Etudes shall provide twenty-five (25) practice sites and one (1) lead trainer site to each Client, free of charge, for its local training needs. Additional project sites must be purchased (\$4K / year, unlimited)
- 5) Local or online training services are at additional cost. Training services are not part of this SOW.
- 6) Modest *annual* increases of 15% in costs of services are expected to support the operation.

## SECTION II: Expenses & Payments

### 11. REIMBURSABLE EXPENSES

No travel expenses are currently anticipated with this SOW. If they become necessary, all reasonable and necessary travel and living expenses incurred by Etudes employees, contractors and agents in connection with performance of the Etudes' obligations hereunder shall be payable by the Client upon receipt of Etudes' invoice containing such expenses, such as visits for training at local campuses.

Etudes, Inc. agrees to coach air travel, lodging at mutually agreed upon facilities, and compact car rental, if available. Etudes will only travel at the written request and pre-approval of the Client.

### 12. INVOICING

An invoice will be sent to Client institution for the services outlined in this SOW. The invoice shall list the hosting and sys admin costs as quoted to the Client for the fiscal year, and based on the number of accounts served by Etudes (estimated on the highest enrollment term). Duplicated head count is included in the total number of enrollments served by Etudes, as well as 'guest' accounts of Client.

Payment is due and payable sixty (60) days after receipt of any invoice issued by Etudes and no later than the first day of the new fiscal / academic year in which the services listed this SOW shall begin. In the event that the Client questions the amounts charged on any invoice, it must communicate those questions to Etudes within five (5) business days of the Client's receipt of such invoice.

If payment is not received by the start of services for the year, July 1, late notices will be issued to Client and a 20% late penalty will be applied 30 days after the start of the academic year (July 30). Failure to receive payment within sixty days of start of academic year, a termination notice will be issued with a final 30 day notice, after which Client's membership and access to hosting and services will be terminated.



**13. TERMINATION OF STATEMENT OF WORK**

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**1. Automatic Termination**

This SOW shall terminate automatically on the occurrence of any of the following events:

- bankruptcy or insolvency of either party
- sale of Etudes business
- death of key Etudes staff

**2. Termination by Client**

Should Etudes fail to meet its obligations to provide the agreed services as per this SOW, the client may terminate this SOW upon thirty (30) days written notice. Financial obligations to Etudes will be settled on a pro-rated basis with any excess prepayment returned to Client. Member. Services purchased will be terminated immediately.

**3. Termination by Etudes for Failure to Make Agreed-Upon Payments**

Should Client fail to pay Etudes by the late due date (90 days after the start of the academic year), Etudes shall terminate this SOW and *remove* the client's access to the Etudes system.

**4. Termination Upon Notice**

Either party may terminate this agreement at any time by giving 30 days written notice to the other party. Unless otherwise terminated in accordance with the above terms, this SOW will be in effect for a year.

**SECTION III: Acceptance Signatures**

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date set forth below.

Etudes Administrator

Client Lead Administrator

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_