

**TIER Program Funding Memorandum of Understanding  
For UCLA School of \_\_\_\_\_**

**This Memorandum of Understanding is made between the Office of Information Technology (OIT) and the School of \_\_\_\_\_ ("Department") with reference to the following facts:**

- A. The Technology Infrastructure for Education and Research (TIER) Program (formerly known as Repositioning IT initiative) was established to change the way UCLA's networks are implemented, managed and maintained; and
- B. Consolidating multi-tenant intra-building network equipment, expanding the campus or regional backbone structure to reduce inter-building fiber leasing costs, and moving to shared-management models within a building and/or functionally or geographically similar region are among the essential criteria of TIER; and
- C. TIER is intended to go beyond what the Connected Program accomplished by addressing the more challenging cultural issues associated with consolidation and shared management of networking on the UCLA campus.
- D. As a campus-wide strategic initiative, TIER has been allocated a portion of the Technology Infrastructure Fee (TIF) by the Chancellor in order to further the goals and objectives of the TIER program, and in particular, networking projects in alignment with the next generation campus network ("NGN") architecture and operations model; and
- E. Seven projects were submitted for review and approval for TIER funding. Department's plan to upgrade its network ("Project") was submitted to Jim Davis, Associate Vice Chancellor of the Office for Information Technology and Campus CIO, as part of the \_\_\_\_\_ regional network project. A copy of Department's project ("Project") is attached hereto as Attachment A; and
- F. Steve Olsen, Glyn Davies and Jim Davis ("Campus Administration") have reviewed the TIER funding requests and a preliminary decision to allocate \$4.2M of TIER funds towards seven network upgrade projects was made on August 3, 2007; and
- G. According to the TIER Funding Request Form (FY 2006-07) reviewed by Campus Administration, the total cost for Department's Project was estimated at \$\_\_\_\_\_; the Campus Administration has decided to allocate \$\_\_\_\_\_ of TIER funds to the Department's Project in accordance with the conditions explained in greater detail below.

**AGREEMENT**

- I. Premise of Next Generation Network and TIER Funding.
  - A. Both parties understand and agree that the NGN architecture is a work in progress and that the models and operational practices which comprise this architecture will evolve and change as the TIER program matures and as it moves towards a campus networking infrastructure that optimizes for both local and campus needs as set below.

1. OIT will work with the Department to achieve balance for both institutional and local needs. In return, OIT is relying on the Department's assurance and commitment that a good faith effort will be made to stay in alignment with the NGN model as it evolves by actively participating in testing the evolving requirements and participating in the development of workable solutions.
  2. Department agrees to enter into a cooperative network management agreement with a campus-approved network service provider (NSP). The NSP for the Department's project is the \_\_\_\_\_ group. A copy of the cooperative network management agreement is attached hereto as Attachment B.
  3. Department agrees that all TIER funded equipment will be maintained at appropriate, operating software levels to ensure that campus network security and functional requirements are met, as specified by the NSP. As explained in greater detail in Section II - Paragraph A2, Department shall be financially responsible for the maintenance costs associated with the network and firewall equipment. In addition, Department agrees to provide, at its expense, the appropriate electrical and air conditioning for all communication rooms that house any TIER-funded electronics in accordance with the manufacturers' recommendations.
  4. Department agrees to provide an annual report on the location and condition of all TIER funded equipment, together with a copy of current maintenance contracts and/or agreements.
  5. Department agrees to provide appropriate operational visibility for local, regional and central network service providers in accordance with the evolving campus networking architecture. As part of the TIER project, OIT will provide, at its own expense, the common tools and services to meet this requirement. This does not preclude the Department from deploying additional network management tools to meet local needs.
- B. OIT agrees to facilitate and expedite this Project by submitting the necessary orders to acquire the required materials and by working closely with the Department and/or NSP staff to arrange delivery.

II. Division of Financial Responsibility

- A. As set forth on the TIER Funding Request Form (FY2006-07), a copy of which is attached as Attachment C, the total cost to upgrade the Department's network is estimated at \$\_\_\_\_\_. Funding for this project has been allocated as follows:
1. Campus Administration will provide funds in the amount of \$\_\_\_\_\_ ("Department TIER Funds") to be used for the acquisition of network equipment and services and renovation of the Department's physical plant as further described below.
    - a) \$\_\_\_\_\_ for LAN equipment costs (which represents 100% of the estimated costs for non-POE equipment).

- b) \$\_\_\_\_\_ for cabling, construction, professional services and miscellaneous infrastructure/installation costs (which represents 75% of the estimated construction costs for \_\_\_ new hub rooms).
    - (1) These preliminary costs currently exclude the following special conditions and/or requirements that may be necessary in order to complete the construction -- compliance with OSHPD requirements; need for asbestos abatement; addressing unanticipated obstacles; and/or the need for additional air conditioning and/or electrical units.
    - (2) The preliminary estimate will be further refined at the completion of the planning phase. The cabling and construction costs are likely to increase depending on the other special and/or unanticipated construction conditions and/or requirements that are uncovered after construction has begun.
  - c) \$\_\_\_\_\_ for wireless (which represents 100% of the estimated costs for wireless access point and devices throughout the \_\_\_\_\_ buildings).
2. At the time of the execution of this MOU, Department's estimated out-of-pocket expense for the project is \$\_\_\_\_\_. The cost estimate is based on the following:
- a) Any construction and cabling costs that exceed the amount to be paid from Department TIER Funds. The current estimated amount to be paid by Department is \$\_\_\_\_\_; this includes planning costs in the amount of \$\_\_\_\_\_ which will be paid at the completion of the planning phase regardless of the whether the project construction and cabling proceeds as planned.
  - b) \$\_\_\_\_\_ for firewall equipment (\$\_\_\_\_\_ ) and POE upgrades (\$\_\_\_\_\_ ) (which may be purchased at the discretion of Department).
  - c) \$\_\_\_\_\_ for maintenance for new network and firewall equipment for three years (which is estimated at \$\_\_\_\_\_ for LAN equipment and \$\_\_\_\_\_ for firewall equipment each year)
  - d) No need to comply with OSHPD requirements.
  - e) No need for asbestos abatement.
  - f) No need to address structural obstructions.
  - g) No need for additional air-conditioning units.
  - h) No need for additional electrical power.
- B. The amount of Department TIER Funds to be provided by Campus Administration is fixed. Department understands that the actual costs for equipment and construction could increase as more detailed engineering plans are developed during the planning phase. Department understands that if the Project expenses exceed currently projected estimates, Department shall be responsible for the additional expenses.

Likewise, if any of the actual expenses are less than the estimates, Department will receive the benefit of the Department TIER Funds allocation and its own out-of-pocket expenses will reduce accordingly. At the completion of the planning phase, Department is expected to contribute 25% of any expenses incurred as a result of the planning phase activities and/or requirements. Notwithstanding any provision in this agreement to the contrary, in the event that the planning efforts reveal a substantial increase in the anticipated cabling and/or construction costs, further consideration / discussions should be pursued for a re-evaluation of TIER funding towards the project. Campus Administration has the discretion to allocate additional contributions towards this project.

III. Funding Logistics/Accessing Department TIER Funds/Redistribution of Equipment

- A. OIT will work with Department to coordinate and reconcile any fund transfers that are necessary for the Project. At the time of the execution of this MOU, the logistics for the availability and transfer of funds have not yet been finalized. Notwithstanding this fact, the parties have agreed that the use of Department funds and/or transfer of Department funds will be made only after consultation and written approval by the key stakeholders. The parties agree to amend this MOU to add in the funding logistics within 30 days following their establishment.
- B. Both parties agree that all expenses and reconciliation of costs associated with this Project will be routinely reviewed and made visible (and readily available) to all stakeholders of this project. Expenses attributable to the Project prior to the execution of the MOU are attached hereto as Attachment D.
- C. Both parties agree that the network equipment purchased through TIER funds should, where appropriate, become available for redistribution as campus and Department needs change. OIT and the Department further agree that any such exchanges will be structured to ensure that the Department is not disadvantaged and that benefits of the exchange accrue to both the Department and the campus.
- D. Ownership of TIER funded equipment shall reside with OIT, although the Department will have responsibility for the management and maintenance as set forth under Section I.A. of this agreement. As such, the Department will provide an annual report to OIT regarding the location, condition and disposition of any TIER funded equipment, including copies of any maintenance agreements and/or contracts.

IV. Review of TIER Program

Periodic reviews of the TIER program will be conducted to assess any significant changes to the investment requirements; to reevaluate the ongoing maintenance costs (beyond the three year requirement); to dispense TIER funded equipment; and to analyze any additional network service provisioning costs.

- 1. Although a specific timeline for these periodic reviews has not yet been established, the Department has requested that a formal review of the Department's continued participation will be conducted within two years of the signing of this agreement and/or no later than January 31, 2010 (whichever comes later.)

2. In the event a revised MOU / renewed agreement has not been reached, the terms of this agreement will expire within three years of the signature date or January 31, 2011 (whichever comes later.)

V. Contingency Clause

In the event that the Department decides to no longer participate in the TIER program, the Department is required to submit a written notification of their intent to withdraw from the program along with an explanation for their decision and allow a 90 day period in which to resolve any issues, concerns and/or complaints. If, within the 90 days, the Department is committed to withdrawing, the terms and agreements for a buy-back plan of all TIER funded equipment will be worked out in writing. A reconciliation of the investment and physical assets will be worked out in a manner that will benefit all parties involved.

*The parties have executed this Memorandum of Understanding as set forth below.*

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Department Signature

Date

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TIER Program Signature

Jim Davis, CIO & Associate Vice Chancellor  
Office of Information Technology

Date

**ATTACHMENT B**

**Cooperative Operations Agreement**

Between the Office of Information Technology, the School of \_\_\_\_\_ and the  
[Network Service Provider]

**This Memorandum of Understanding is made between the Office of Information Technology (OIT), the School of \_\_\_\_\_ (“Department”) and the \_\_\_\_\_ (“NSP”) with reference to the following facts:**

- A. The Technology Infrastructure for Education and Research (TIER) Program (formerly known as Repositioning IT initiative) was established to change the way UCLA’s networks are implemented, managed and maintained; and
- B. As a campus-wide strategic initiative, TIER has been allocated a portion of the Technology Infrastructure Fee (TIF) by the Chancellor in order to further the goals and objectives of the TIER program, and in particular, networking projects in alignment with the next generation campus network (“NGN”) architecture and operations model; and
- C. The plans for the Department’s network (“Project”) were submitted to OIT as part of the \_\_\_\_\_ regional network project. A copy of the Project is attached to the Tier Funding Program Memorandum of Understanding as Attachment A; and
- D. Steve Olsen, Glyn Davies and Jim Davis (“Campus Administration”) reviewed the \_\_\_\_\_ regional network project and decided to allocate \$\_\_\_\_\_ of TIER funds to the Department’s Project in accordance with the conditions explained in the Funding Memorandum of Understanding by and between the Department and OIT dated \_\_\_\_\_ ; and
- E. A primary tenet of the CHS regional network project and a factor which was weighed heavily by Campus Administration in its Department Project funding decision was the commitment of Department and other units in \_\_\_\_\_ to move to a shared management model within the \_\_\_\_\_ building under which \_\_\_\_\_ serves as the network service provider responsible for implementing, maintaining and operating the network.
- F. \_\_\_\_\_ has experience serving as a network service provider and with shared management models given its current structure and relationships within the School of \_\_\_\_\_.

**AGREEMENT**

- I. Premise & Status of Next Generation Network.
  - A. All parties understand and agree that the NGN architecture is a work in progress and that the models and operational practices which comprise this architecture will evolve and change as the TIER program matures and as it moves towards a campus networking infrastructure that optimizes both local and campus needs.

II. Responsibilities of NSP

- A. NSP will be responsible for managing the development, implementation and maintenance of the CHS regional network project, including but not limited to the Department Project in alignment with the NGN architecture and operations model.
- B. NSP agrees to collaborate with Department regarding all aspects of the Department Project.
- C. NSP will submit the network design and configuration of Department Project for review to the NGN working group and the Campus Network Architect for technical compliance with the expected NGN model.
- D. NSP will make a good faith effort to ensure that the network is maintained in alignment with the NGN model as it evolves.
- E. NSP agrees that the network will be auditable by the appropriate security office (currently the OIT Security Officer).
- F. NSP agrees to provide appropriate operational visibility for local, regional and central providers in accordance with the evolving campus networking architecture. NSP understands that it will be responsible for configuring the network electronics to provide management access for the tools and services provided by OIT to permit the appropriate operational visibility.
- G. NSP understands that all TIER-funded equipment should be maintained at appropriate operating software levels to ensure that campus network security and functional requirements are met.
- H. NSP will ensure that appropriate electrical supply and air conditioning will be provided for all electronics in accordance with the manufacturers' recommendations.
- I. NSP agrees to promptly inform OIT of any issues or concerns it may have with Department's commitment to the Department Project and its compliance with the TIER guidelines, including but not limited to those items set forth above.

III. Responsibilities of Department

- A. Department agrees to collaborate in good faith with NSP in the development, implementation and maintenance of the Department Project as part of the CHS regional network project.
- B. Department understands and agrees that the network design and configuration of Department Project must be reviewed by the NGN working group and the Campus Network Architect for technical compliance with the expected NGN model.
- C. Department agrees to make a good faith effort to maintain its network in alignment with the NGN model as it evolves.
- D. Department understands and agrees that the network will be auditable by the appropriate security office (currently the OIT Security Officer).

- E. Department agrees to provide appropriate operational visibility for local, regional and central providers in accordance with the evolving campus networking architecture.
- F. Department agrees to maintain TIER-funded equipment at appropriate operating software levels (as determined by NSP) to ensure that campus network security and functional requirements are met.
- G. Department understands and agrees that it must provide appropriate electrical supply and air conditioning for all electronics in accordance with the manufacturers' recommendations.
- H. Department will promptly seek the assistance of OIT to address any issues or concerns it may have with NSP and/or the Department Project, including but not limited to a request for a new/different NSP or cooperative operations arrangement.
- I. The Department will provide an annual report to OIT regarding the location, condition and disposition of any TIER funded equipment, including copies of any maintenance agreements and/or contracts.

IV. OIT Responsibilities

- A. OIT shall serve as an advocate for moving the campus to next generation network systems balancing both institutional and local needs.
- B. OIT agrees to facilitate and expedite the Department Project by submitting the necessary orders to acquire the required materials and by working closely with the Department and/or NSP staff to arrange delivery.
- C. OIT will provide the common management access tools and services to Department and NSP so that NSP and Department can provide appropriate operational visibility for local, regional and central providers in accordance with the evolving campus networking architecture. These tools will be operated such that authorized individuals with operational accountability or responsibilities for a UCLA network will have access to information and tools to enable them to diagnose, troubleshoot, and solve network problems across UCLA networks. OIT does not intend to preclude the NSP or Department from deploying additional network management tools to meet local needs and management practices.
- D. OIT agrees to ensure accountability for TIER funds and Department funds used to implement the Department Project, including but not limited to timely access to account status, review of planned purchases, review of planned services and review actual expenses.
- E. OIT shall serve as a neutral mediator/facilitator to address any problems that may arise between Department, NSP, the NGN working group, Campus Facilities, CTS and/or any other unit which may be involved with the implementation of the Department Project.

V. Supplement to Cooperative Operations Agreement

- A. NSP and Department recognize that this Agreement does not definitively define their roles and responsibilities regarding the implementation and subsequent operation of

the Department Project. The parties agree that they may elect to supplement this Agreement with a document which more clearly defines their roles.

VI. Review of TIER Program

- A. Periodic reviews of the TIER program will be conducted to: assess any significant changes to the investment requirements; reevaluate the ongoing maintenance costs (beyond the three year requirement); dispense TIER funded equipment; and analyze any additional network service provisioning costs.

The parties have executed this Memorandum of Understanding as set forth below.

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**Department Signature**

**Date**

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**Network Service Provider Signature**

**Date**

David Snow

Manager of Information Technology Services, David Geffen School of Medicine at UCLA

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**TIER Program Signature**

**Date**

Jim Davis, CIO & Asst Vice Chancellor  
Office of Information Technology