



GSA/OP/37/15

"INFORMATION AND COMMUNICATION SERVICES FOR THE EUROPEAN GNSS AGENCY (GSA) AND THE EUROPEAN COMMISSION (EC) – 2 LOTS"

**ANNEX VI
SERVICE LEVEL AGREEMENT (SLA)**

**Annex VI to the Framework Contract – ‘Service Level Agreement’
Ref: GSA/OP/37/15
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1. Introduction

This document describes the service level agreement (SLA) applied to managed hosting services and maintenance of the European GNSS Agency (hereinafter referred to as the 'Agency') web applications services in the contractor's premises. It details the services and responsibilities of the Agency and the contractor, security, support, availability, incidents and problems.

1.1. Scope

The scope of this SLA covers the following systems:

- www.gsa.europa.eu/
- www.egnos-portal.gsa.europa.eu
- www.gsc-europa.eu
- And future sites

The SLA will independently apply for each system.

In case of a new deployment in a specific system, a violation of the SLA will not be applicable during 1 week if it is proven by the contractor that the root cause is due to the new deployment.

2. Roles and responsibilities

2.1. The Agency

The Agency shall designate a unique co-ordinator responsible for representing its overall interests in respect of this agreement.

The Agency will organise its internal services to ensure the provision of operational support in line with the service levels and procedures defined in this service level agreement.

The Agency acknowledges that it has verified the suitability of the hosting service for its requirements and that it has received from the contractor all the information and advice that it needed in order to enter into the present commitment with full knowledge of the implications.

The Agency has the right to audit the contractor at any given time to check that the service level agreement is being complied to.

2.2. The contractor

The contractor shall designate a unique co-ordinator responsible for representing its overall interests in respect of this agreement, ensuring that the appropriate procedures are in place and handling all points for substance concerning the services provided.

The contractor undertakes, within the context of its duty to make its best efforts, to take all care and apply all diligence necessary to implement a service of a quality consistent with the common practice of the profession and the state of the art.

The contractor undertakes only to take all reasonable and necessary measures corresponding to the state of the art so as to repair as quickly as possible any fault detected in the security system and any interruptions to power and IT connections.

The contractor will take all necessary measures that are within its power to prevent the repetition of any fault to the extent that this is technically possible at a reasonable cost.

The contractor will produce monthly reports will all the indicators included in this SLA.



3. Service continuity and escalation procedure

3.1. Availability of the services and limitations

This paragraph is independently applicable for each system described in 1.1 Scope.

The contractor disposes of 4 hours per month for its maintenance cycles between 10pm and 5am.

The contractor will ensure a monthly availability of 99.5%. It corresponds to a maximum of 03:36 of unavailability per month.

The contractor will measure the responsiveness of the hosting components within their data centre in front of the actual application (static test page) to prove the availability and responsiveness of the hosting components. The requests should answer with:

- an average response time less than 50 ms
- a maximum of 5% of the requests may exceed 250 ms

The contractor will measure the responsiveness of the application. The Agency will provide the page to be monitored. This page will have a total size inferior to 250 KB. The requests should answer with:

- an average response time less than 250 ms
- a maximum of 5% of the requests may exceed 500 ms

3.2. Error handling and monitoring

The contractor is responsible for monitoring, handling and repairing errors occurring during the service.

3.3. Communication of changes

Major changes requiring structural adaptation of the system on one side or the other will be notified in advance by e-mail to the contractor. Under normal condition, this notification will be sent at least one (1) month in advance and will depend on the adaptations required.

In case of emergency (e.g. changes to be applied to solve security vulnerabilities), the contractor reserves the right to apply any change within a short notice period or even without sending any notification. This also applies to unplanned maintenance intervention potentially affecting the availability of the services.

3.4. Emergency action and overriding authority

For any urgent and ambiguous situation not covered by the rules, the contractor can take actions when the personnel of the agency cannot be reached within a reasonable time depending on the situation. But the contractor will have to inform and justify the actions to the Agency.

3.5. Penalties

Penalties will be applied for each violation of the SLA following the following scheme:

- Violation below 10% of the agreed service level: 10% of 1 day of service by a Web/database/informatics specialist
- Violation by 10% of the agreed service level: 20% of 1 day of service by a Web/database/informatics specialist will be applied,

- Violation by 20% of the agreed service level: 30% of 1 day of service by a Web/database/informatics specialist will be applied
- Incremental percentage of penalty shall follow the same rate of the service level violation.

The penalty will consist either:

- in the allocation of service credits of a Web/database/informatics specialist to be used at any time upon request of the GSA/the EC and within the limit of the agreed tasks during the performance of a specific contract, or
- in the deduction from the next interim payment, or final payment (if no interim payment still remains to be paid) of the amount corresponding to the applicable percentage of the daily rate of a Web/database/informatics specialist.

4. Incident and change management

The contractor will provide 2 levels of support services:

- A generic Support Request: during working hours (between 9am to 5pm)
- An emergency Support Request: during and outside working hours, this support is only available for incidents and for drastic issues

The metrics are described in next section 5 - Metrics and guarantees.



5. Metrics and guarantees

5.1. Website Hosting per system

Service component	Service level	Responsibility
Monthly Availability	99.5%	The contractor
Static page Average response time	< 50 ms	The contractor
Static page Maximum response time for 95% of the requests	< 250 ms	The contractor
Content page Average response time	< 250 ms	The contractor
Content page Maximum response time for 95% of the requests	< 500 ms	The contractor

5.2. Incident response time

Incident / Service request priority	Value	Target
Emergency Support Request	Time frame	24/7
	First response	< 1 hour

5.3. Service request response time

Incident / Service request priority	Value	Target
Generic Support Request	Time frame	Working hours
	First response	< 4 hours



6. Signatures

For the contractor,

[*Company
name/forename/surname/function*]

signature[s]: _____

Done at [place], [date]

For the Agency,

Carlo des Dorides, Executive Director

signature: _____

Done at Prague, [date]