

Appendix 2 - Service Level Agreement (SLA)

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1. Agreement Overview

This Agreement remains valid for the whole duration of the contract until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer by the Service Provider(s).

The goal of this Agreement is to establish a mutual understanding for IT service provision between the Service Provider(s) and Customer. The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

IT Service Provider(s): Contractor.

IT Customer: European Maritime Safety Agency (EMSA).

4. Service Scope

The following Services are covered by this Agreement:

- Helpdesk and corrective maintenance.
- Software development

5. SLA for Helpdesk and corrective maintenance

5.1 Scope of the SLA

This SLA covers all the functional, non –functional and security related issues, detected by EMSA staff, staff from another Contractor of EMSA or Users of EMSA's applications (Member States, third countries, international organizations, etc.), related to the operation of the application(s) covered by the specific contracts for helpdesk and corrective maintenance. The software components of the application(s) may be hosted at EMSA or another location managed by a third party chosen by EMSA.

An issue may relate to a "bug" (deviation of the system from the agreed specifications);

It should be noted that bug resolution shall take place under warranty. The aim of the SLA is to ensure that the resolution of bugs will take place in a timely manner in accordance to their priority (refer below).

5.2 Definitions

Analysis Time (TtA)	The analysis time includes analysis of the issue, provision of impact to the application and resolution planning. Analysis time is the time elapsed between issue being raised (Status = Open) to the time that the issue has either a workaround identified or a change to the software planned (Status = Ongoing).
Resolution Time (TtS)	Resolution time is the time between an issue is raised (Status = Open) until the delivery of the solution, which can be applying a workaround procedure or a patch to the software, that re-establishes the affected function which triggered the incident (Status = Closed).
Working hours	Working hours are Monday to Friday from 08h00 to 20h00 (Lisbon Time), in accordance with EMSA official calendar.
Time base	Period during which the above-mentioned analysis/resolution actions related to an issue reported to the contractor must be completed.

5.3 Procedure for issues analysis and resolution

The first of the procedure is the raising of an incident. All issues affecting an EMSA application shall be raised by EMSA in the Jira tool has an incident. The incident shall include description of the problem with also additional attachments (if needed) added so that the contractor can fully analyse the issue. Incidents shall be assigned priority levels in accordance with the severity of the issue. The priority levels (scheduled, low, normal, urgent, or critical) for all system interventions (for maintenance and reported bugs) shall be classified by EMSA Staff. The priority will determine the procedure for processing and solving any issues including those detected or system incidents reported by users. The classifications are based on an assessment of the importance and urgency of the issue as well as the consequences for the Agency and its end-users. The contractor can subsequently request more information to EMSA if needed. This will be the investigation and analysis part which will involve assigning the Incident back and forth between EMSA and the contractor until the issue is fully understood. All interactions between EMSA and the contractor shall be recorded in Jira tool.

The second part will consist of the resolution of the Incident, which consists in the Contractor solving the issue, either by defining a workaround procedure or making a change to the software. If a software change is required, the contractor shall open a defect in JIRA. To be noted that a Defect can be any issue (bug or minor change as defined in Section 5.1). In case the incident resolution has a provided workaround, EMSA will apply the workaround procedure and close the Incident pending that the workaround is successful. If no workaround is provided, the Incident will only be closed when a patch is installed to solve the issue and EMSA has confirmed that the patch correctly solved the issue.

The priority definitions are defined in the table below.

Priority	Definition
1: Critical	An incident causing total loss of the primary functions of the application(s).
2: Urgent	An incident with blocking effects on the workflow of an individual or a small group of users of the application(s).
3: Normal	An incident affecting an individual user or a small group of users causing interruptions to the normal workflow of the application(s).

4: Low	A minor incident affecting only an individual or a small group of people with minor consequences to the workflow of the application(s).
5: Scheduled	Issues or maintenance requiring a scheduled intervention in agreement with EMSA. This can be an issue requiring an intervention addressing minor faults or to pre-empt any quality degradation for the application(s),

The procedure for the issues analysis and resolution is outlined below.

	Action	Remarks	Responsible
(1)	Incident is recorded in Jira and the priority level set.	Incident status is set to Open.	EMSA
(2)	Investigation and diagnosis of the issue by the contractor with EMSA assistance, via Jira interaction.	Period of the TtA.	Contractor (and EMSA)
(3)	Definition of the workaround procedure to solve the issue and/or creation of a Defect in Jira to address the issue. All the actions taken by the contractor to resolve the incident shall be recorded in Jira ¹ .	Incident status is set to Ongoing.	Contractor
(4)	If there is a workaround procedure defined , it is applied and checked if the issue has been solved. If not successful return to point 3.	Period of the TtS.	EMSA
(5)	If there is no workaround procedure , wait for patch release to be delivered by Contractor and check if issue has been solved. If not successful return to point 3.	Period of the TtS.	EMSA
(6)	Incident (and respective Defect when applicable) is closed.	Incident status is set to Closed.	EMSA

Every six months, a Maintenance report is to be provided by the Contractor via e-mail to EMSA Project Officer during the first five working days of the relevant month. The report shall include references to the Jira incidents and defects opened for the issues reported by EMSA to the contractor as well as the statistics for the SLA monitoring defined below. The template used for the report should be agreed with the Agency. And must include the following statistics:

- Overall number, maximum, median and mean average time of TtA and TtS, grouped per priority, since the start of the respective specific contract.

- List of all issues for which the SLA performance is not compliant (see section below) since the start of the respective specific contract, providing the respective TtA and TtS.
- List of all issues which have been closed or are in process in the current reporting period, with their respective TtA and TtS and grouped by priority.

5.4 SLA performance

The performance of the service shall be measured using the Analysis and Resolution times defined above and reported every four months on the Maintenance reports. The performance will be monitored on a regular basis and will be assessed at the end of the contract when making the final payment.

The measured Analysis (TtA) and Resolution (TtS) times shall be compared to the maximum acceptable limits, depending on the priority level of the incident, presented in the table below. When one of the times has exceeded the acceptable limit, the performance for that incident is non-compliant to the SLA.

Priority	Maximum TtA	Maximum TtS	Time Base
Critical	3 hours	6 hours	Hours
Urgent	8 hours	20 hours	Hours
Normal	20 hours	48 hours	Working hours
Low	40 hours	N/A	working hours

5.5 Price Reduction

The following price reductions shall be applied in case of breach of the SLA for the helpdesk and corrective maintenance services:

- If the number of incidents (referent to the respective contract) which are non-compliant with the SLA is greater than 2 and up to 5 a price reduction of 2% to the contractual value will be applied.
- If the number of incidents (referent to the respective contract) which are non-compliant with the SLA is greater than 5 and up to 10 a price reduction of 4% to the contractual value will be applied.
- If the number of incidents (referent to the respective contract) which are non-compliant with the SLA is greater than 10 a price reduction of 10% to the contractual value will be applied.

6. SLA for Quality Software Development Services

6.1 Scope of the SLA

This SLA covers all the software code developed and delivered to EMSA related to the application(s) covered by the specific contracts for services for helpdesk and corrective maintenance, and software development.

6.2 Procedure for quality software delivery

The procedures for source code delivery are explained in Section 3 of Appendix 9 of the Tender Specifications. The contractor should put in place a software development process that guarantees that the delivered software will pass

the quality checks defined in Sections 3.3 and 4.4 of Appendix 9 of the Tender Specifications. EMSA will provide all the required configuration information (e.g. SonarQube profile) for the contractor to setup the quality checks.

6.3 SLA Performance

The performance of the service shall be measured by the quality indicators of the EMSA Quality Gate every time a new delivery of the software is made. The quality indicators and the respective targets are defined Sections 3.3 and 4.4 of Appendix 9 of the Tender Specifications.

The performance assessment shall be made after each release during the specific contract duration. EMSA will run the Quality Gate on the source code and extract the quality metrics. The Contractor will be informed of the results of these quality checks and any non-compliance detected.

The contractor will have the chance to correct the non-compliances or justify why the non-compliance cannot be corrected.

6.4 Price Reduction

The following price reductions shall be applied in case of breach of the SLA for all the services:

- (i) A price reduction of 1% to the total contract value shall be applied for each software release which is non-compliant with the SLA.

To note that the price reduction in this case is cumulative, meaning that for each release which is non-compliant a new price reduction will be added to the contract value (i.e. if 2 releases within the scope of the contract are non-compliant a 2% price reduction will be applied, if 3 releases are non-compliant a 3% price reduction will be applied).

The scope of this document is to define the requirements that the contractor shall provide to EMSA within the scope Maintenance tasks.

It is important to highlight that in order to create the context for understanding the following requirements the tenderer shall take into account also the definitions and requirements provided in Appendix 10 - Project Delivery.