

Annex VII - Service Level Agreement (SLA) to the Framework Contract

EMSA/NEG/28/2022

1. Scope of the SLA for maintenance and help-desk services

Notwithstanding the requirements mentioned in the Tender Specifications (Annex V to the FWC), the following specific requirements apply:

1. The contractor within this type of service may be requested to carry out, under a specific contract, one or more of the following tasks:
 - Receive notifications on service failures, control the processing of the reported incidents and keep EMSA informed about the status of issues;
 - Provide helpdesk according to the priority levels set in here-in;
 - Analyse the incidents causing unforeseen service interruption and provide feedback to orient the required interventions for repair or maintenance by EMSA or by its contractors;
 - Incorporate minor change requests to the application code to correct blocking or serious errors and/ or address a change of requirements by the MS;
 - Support the back-up and recovery in case of failure;
 - Analyse performance bottle-necks;
 - Analyse backup needs for production environments;
 - Analyse monitoring needs for production environments;
 - Implement monitoring parameters/interfaces as required by EMSA.

These tasks will be performed respecting at least the procedures and minimum service levels prescribed in this SLA.

2. Minimum reports and deliverables per type of service:
 - a. Provision of the services required respecting the requirements, procedures and service levels.
 - b. Inclusion of the results of analysis of each incident in Jira (the tool used by the Agency for Application Lifecycle Management).
 - c. Quarterly reports for the provided services.

2. Specification of the SLA for maintenance and help desk services

2.1 Coverage

The SLA covers all the software components for helpdesk, preventive and corrective maintenance services covered by one specific contract. These software components may be hosted at EMSA, or another location managed by a Member State (MS) and/ or a third party chosen by EMSA.

The SLA covers all the functional, non-functional and security related issues, detected by EMSA staff, another Contractor of EMSA, the software development contractor and MS following the placement of a patch release in production. A functional issue may relate to:

1. A Defect (deviation of the system from the agreed specifications); and/ or
2. Changes of minor scale in the system behaviour (i.e. those related to the change of an applicable business rule) addressing an existing operational requirement that was not foreseen in the implementation contract for the release that is in production and/ or a change in the system behaviour requested by the MS.

The defect resolution should normally take place under the legal warranty. The aim of this SLA is to ensure that the resolution of defects will take place in a timely manner in accordance to their priority (see point 2.2 of this SLA). The resolution of defects for software components not covered by the legal warranty shall be covered under a specific contract issued for corrective maintenance and help-desk services.

2.2 Priority definitions

The priority levels (classified as lowest, low, normal, urgent, or critical) for all system interventions (for maintenance and reported defects) 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 the MS exchanging data using a service covered by the specific contract for help desk and corrective maintenance services.

The priority definitions are defined in the table below:

Priority	Definition
1: Critical/Highest	An incident causing total loss of the primary functions of the service(s).
2: Urgent/High	An incident with blocking effects on the work-flow of an individual or a small group of users of the service (s).
3: Normal/Medium	An incident affecting an individual user or a small group of users causing interruptions to the normal work-flow of the service(s).
4: Low	A minor incident affecting only an individual or a small group of people with minor consequences to the work-flow of the service(s).
5: Lowest	Minor issues with low business relevance, such as cosmetic changes with no impact on the functionality of the application (for example colour, labelling, sorting). .

2.3 Response to issues reported for analysis/ resolution

For the purpose of this contract the following definitions apply:

Acknowledgement time	The time elapsed from the moment the request was received by the contractor's Helpdesk until the acknowledgement via EMSA's ticketing tool, mail or phone.
Analysis Time	The analysis time includes analysis of the call, provision of impact to the application and resolution planning.
Resolution Time	Resolution time is the time between the completion and publication of the call analysis until completion of a successful intervention that re-establishes the affected function which triggered the incident.
Processing Time	The processing time is the total time in which the user can expect resolution of the reported incident. It starts after the incident is reported to the contractor via EMSA's ticketing tool, phone or e-mail or detected by a user or a member of EMSA or regional server operator staff. This covers the time for acknowledgement, analysis, as well as the resolution time.
Normal EMSA working hours	From Monday to Friday, starting from 08:30 to 17.30 (UTC) Lisbon time in accordance with EMSA official calendar.
24/7	24/7 are Monday to Sunday from 00h00 to 23h59 UTC
Time base	Period during which the above mentioned acknowledgement/analysis/resolution actions related to an issue reported to the contractor must be completed. For example if the priority of an issue is "Normal", the time base is from Monday to Friday, normal working hours. The analysis time for an incident happening on Friday evening, one hour before end of normal working hours will include one hour on Friday plus the additional time spent on Monday as from 8h30 UTC.

The acknowledgement time should be less than 15 minutes. The maximum acceptable analysis and resolution time, depending on the priority level of an intervention or incident, is identified in the table below:

Priority	Jira priority	Analysis Time	Resolution time	Time base
Critical/Highest	Blocker	2 hours	24 hours	24/7
Urgent/High	High	4 working hours	5 working days	EMSA Work. hours
Normal/Medium	Medium	2 working days	15 working days	EMSA Work. hours
Low	Low	5 working days	30 working days	EMSA Work. hours
Lowest	Minor	10 working days	60 working days	EMSA Work. hours

2.4 Procedures for issue analysis and resolution

The defects detected during an incident affecting an operational service shall be reported following the procedures and workflow applicable for incident or problem management (refer to sections 4.3 and 4.4 of Appendix TS.04 to the Tender Specifications). The procedure for the defects analysis, resolution and reporting is outlined below.

The actions to be undertaken are:

	Action	Remarks	Responsible
1	In the event that the incident was detected by EMSA staff and/or reported by a MS to the Maritime Support Services (MSS): Incident is reported to the contractor using EMSA's ticketing tool, at this time, Jira, by e-mail (sent by MSS or the Application team) and then registered in Jira, if not done already. All the actions taken by the contractor to resolve the incident shall be recorded in Jira (by the contractor ¹).	EMSA shall set the priority level.	EMSA
2	Investigation and diagnosis.	Analysis time as in point 2.3 above.	Contractor (and EMSA)
3	Resolution and recovery.	Resolution time as in point 2.3 a above.	Contractor
4	Incident is closed.	EMSA is informed by e-mail.	Contractor
5	A report on the incident is recorded in Jira and (if the nature of incident was critical/ Urgent) e-mailed to EMSA.	Deadline for this report is the next working day after the incident, latest by 12:00 o'clock UTC.	Contractor

The priority definitions/response/acknowledgement times are applied as specified above.

For critical/urgent incidents, a report will be recorded in Jira and e-mailed to **EMSA Technical Project Manager** the next working day after the incident, by 12:00 UTC the latest.

Content of the Incident Report as per point 5 in the above table will include as a minimum:

- Jira artifact number if this reference was previously recorded in the Jira artifact by the reporting officer that opened the artifact.
- Date and time of the incident being reported via email/telephone by EMSA to the contractor.
- Contact information of the EMSA contact person (First and last name, telephone number).
- Date and time of Acknowledgement.
- Classification of the incident.
- Analysis date and time.
- Resolution date and time.
- Processing time of the incident.
- Incident closure date and time.
- Root cause of the incidents.
- Actions taken.
- Suggested supplementary actions.

¹ As a normal practice, the contractors shall be granted access to Jira to update the description of artifacts.

- Availability statistics (per MS connection).
- Justification in case of violation of times.
- Enclosures to the report.
- Report date and time.

Every 6 months the Monthly Maintenance Reports and Statistics foreseen in Appendix TS.04 to the Tender Specifications shall be compiled into a summary report to be provided by the Contractor, for discussion in the bi-annual meetings foreseen in section 2.4.5 of the Tender Specifications, and its approval by EMSA linked to payments, in line with section 4 of the Tender Specifications. The report shall include references to the Jira issues opened for the issues reported by EMSA to the contractors. The template used for the report should be agreed with the Agency.

2.5 SLA monitoring

Performance of the Contractor against the SLA as defined above (refer to response to issues) will be assessed on a quarterly basis with Maintenance reports including the following statistics (all timing based on UTC):

- Median and mean average time of TtA and TtS (see definitions below) shall be provided, grouped per priority, over the reporting period. Outliers have to be reported as well.
- List and statistic of all issues which are not closed, grouped by priority. The contract status (within or outside SLA) has to be provided
- All issues which have been closed or are in process in the reporting period. The TtA and TtS shall be provided, grouped per priority. The compliance with the SLA has to be indicated.

EMSA's Jira includes several plugins that facilitate SLA monitoring and reporting.

Definitions

Time to acknowledge (TtA): The time the contractor is informed of the problem until the contractor provides an initial investigation and analysis of the problem

Time to solve (TtS): The time the contractor is informed of the problem until the moment the problem is solved and a hotfix was provided.

Reduction in price

In accordance with Article II.15 ("Reduction in Price") of the FWC the following price reductions shall be applied in case of service non-compliance, for services provided under a corrective maintenance and help-desk services contract:

- (i) For non-compliances related to "Critical" issues: A reduction to the contracted value equivalent to (for each day of breaching the SLA) the price of two person days of a senior programmer rate, up to a maximum 10% reduction to the contractual value.
- (ii) For non-compliances related to "Urgent" issues: A reduction to the contracted value equivalent to (for each day of breaching the SLA) the price of one person day of a senior programmer rate, up to a maximum 7% reduction to the contractual value.
- (iii) For non-compliances related to "Standard" issues: A 5% reduction to the contracted value if, during the course of the contract at least 10 breaches of the SLA for "Standard" issues are recorded.