

## **ANNEX XV - DRAFT SERVICE LEVEL AGREEMENT (LOT 2)**

### **Maintenance of Microsoft applications**

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## 1 Introduction

This document describes the service level agreement (SLA) applied to manage the maintenance of EU-OSHA Microsoft applications which have gone live in the production environment.

This document outlines the services and responsibilities of EU-OSHA and the contractor in charge of the Service.

[Contractor Name] will be the contractor in charge of the Service. Hereinafter, we shall refer to [Contractor Name] as 'The Contractor'.

For the management of the Service, including compliance with the SLAs, EU-OSHA could be supported by a contractor in charge of the project management support.

### 1.1 Scope

The scope of this SLA covers the following applications:

- the EU-OSHA Contact database (<https://intcrm.osha.europa.eu/>)
- the EU-OSHA SharePoint Intranet (<http://intranet.virtua/>)
- the EU-OSHA SharePoint workspaces (<http://workspaces.virtua/>)

## 2 Programme management

To complement the monitoring, control and supervision mechanisms, the following procedures will be used, as they allow the continual verification of compliance with the objectives specified in terms of both time and quality:

- project management;
- monthly committees and fortnightly checkpoint meetings

### 2.1 Project management

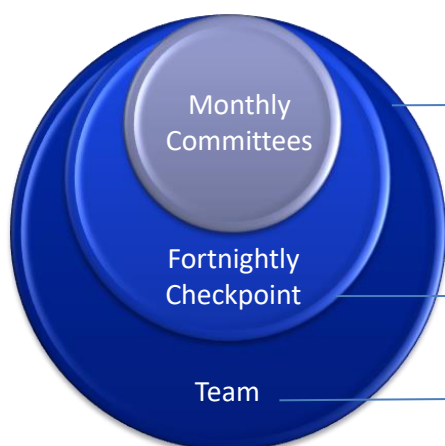
Project management refers to planning, budgeting, following up and monitoring in accordance with the defined working methodology. In order to carry out project management, the following measures will be adopted:

- **Use of the EU-OSHA issue tracker** to control the status of incidents and to change requests, and to extract reports. The EU-OSHA issue tracker enables tasks and the relationships between them to be defined, resources to be assigned to tasks, real dedications to be entered, and planned and actual progress of an incident or request to be compared. This tool is also useful for the planning of the different incidents/change requests, to gain an overview of the Service.
- **Use of the extranet** as the repository for new documentation as well as for the updated versions of functional designs, user cases, user manuals or any other technical documentation to be updated in light of change requests (or even incidents).
- A **Project Manager** from the Contractor's side and **Technical Leaders** from the EU-OSHA side.
- **Compliance with the EU-OSHA common methodology framework.**

Project management has an impact on strategic direction, organisation and risk management, allowing a better follow-up of a project's progress and the identification of variations in the planned work, which may require appropriate corrective measures to be taken.

### 2.2 Monthly committee and fortnightly checkpoint meetings

In order to guarantee the follow-up of the Service, it is necessary to establish an appropriate and regular level of communication among all participants. This will be provided through the following monitoring levels:



| EU-OSHA   | Contractor      |
|---|-----------------|
| Release Manager<br>Business Owner<br>Technical Leader | Project Manager |
| Technical Leader                                      | Project Manager |
| Technical Leader                                      | Project Manager |

### 2.2.1 Monthly committees

There will be **monthly committee meetings** for the control of a project's overall progress, planning for the coming months and revision of the compliance of SLAs. This monthly committee meeting will be organised by EU-OSHA, consolidating the information from the EU-OSHA issue tracker and other agreed reports.

| Monthly committee meetings  |   |
|---|---|
| <b>Goals</b>  | <b>Periodicity</b>  |
| <ul style="list-style-type: none"> <li>To review the strategic direction of the Service and to guarantee that planned milestones are reached</li> <li>To revise the compliance with SLAs</li> </ul>   | <ul style="list-style-type: none"> <li>Monthly</li> </ul>   |
| <b>Tasks</b>  | <b>Human Resources</b>  |
| <ul style="list-style-type: none"> <li>To control the overall progress of the Service</li> <li>To approve the planning of the different deployments for the coming months</li> <li>To analyse the causes of any potential deviations or unexpected issues, and to propose measures to correct and/or anticipate similar situations</li> <li>To coordinate human resources in the Service</li> <li>To guarantee the quality of the work</li> </ul> | <ul style="list-style-type: none"> <li><b>EU-OSHA:</b> Business Owner, Release Manager, Technical Leader. Minutes of the meeting will be circulated to inform decision-making.</li> <li><b>Contractor:</b> Project Manager</li> </ul> |
| <b>Tools</b>  |   |
| <ul style="list-style-type: none"> <li>Reports to be extracted from the EU-OSHA issue tracker, for the follow-up of compliance with the SLAs.</li> </ul>  |   |

### 2.2.2 Fortnightly checkpoint meetings

There will be optional fortnightly checkpoint meetings between **EU-OSHA** and **the Contractor**. These sessions will be used to resolve issues relating to the most complex problems and to confirm those issues that require more than 2 man-days for their resolution. That said, if this situation is very frequent or if the number of issues raised increases the fortnightly checkpoint meetings would be changed to weekly meetings.

| Fortnightly checkpoint meetings  |   |
|--|---|
| <b>Goals</b>   | <b>Periodicity</b>  |
| <ul style="list-style-type: none"> <li>To ensure the continuous follow-up of the current deployments</li> <li>To allocate incidents/change requests to the respective deployments and to take decisions regarding specific issues</li> </ul>   | <ul style="list-style-type: none"> <li>Fortnightly</li> </ul>   |
| <b>Tasks</b>   | <b>Human Resources</b>  |
| <ul style="list-style-type: none"> <li>To identify and validate issues to be included in each deployment</li> <li>To analyse complex issues</li> <li>To analyse a proposal by the Contractor for discarding a bug</li> <li>To analyse a proposal by the Contractor for a lower priority</li> <li>To confirm a change by EU-OSHA considering the effort estimation required</li> <li>To review the 'Small developments'</li> <li>To monitor the budget and to check the consumption</li> <li>To answer requests for more information</li> <li>To confirm the planning of deployments both in Staging as well as in Production environments</li> </ul> | <ul style="list-style-type: none"> <li><b>EU-OSHA:</b> Business Owner, Technical Leader. The Release Manager will be informed about the decisions of the meeting</li> <li><b>Contractor:</b> Project Manager</li> </ul> |
| <b>Tools</b>   |   |
| <ul style="list-style-type: none"> <li>The EU-OSHA issue tracker for the revision of issues.</li> </ul>  |   |

### 3 Deployments

The scope of the deployments will be bugs and improvements to be solved by the Contractor, as well other changes in the contents that require inclusion in the deployment package. With the exception of very unusual cases or very low volumes of bugs and improvements, the solution for bugs and improvements should be included in the deployment corresponding to the resolution time agreed. By default there will be organised **standard fortnightly deployments** or **exceptional deployments** for critical or high-priority bugs/improvements.

### 4 Type of services

#### 4.1 Maintenance Service

The types of services included are described below:

- **Bugs:** any functional or technical issue that is identified or defined as such in the functional or technical requirements, or as per standard good practices in the case of technical issues, for example, regarding performance.
- **Improvements:** this relates to the periodic improvement of the application to prevent its functional obsolescence and to improve its services or usability and to implement limited/minor improvements. Improvements requiring more than 2 days by the Contractor will be designated 'Small developments' as opposed to 'Improvements'. It will be decided in the fortnightly checkpoint meetings if the requirements for 'Small developments' fall under the contract or if a specific contract should be opened.
- **Preventive tasks:** the continuous revision and improvement of the software required by EU-OSHA and, as a consequence, the potential application of patches. In principle, the required upgrades to a new software version that requires an extensive revision of all customisation and developments, with possible migration and several adjustments that result in a major change, would not be part of the Service.
- **Adaptive tasks:** the revision, testing and potential minor adjustment of services as a result of changes in the environment (changes/updates to operating system, hardware, internet explorer, etc.)

#### 4.2 Other support services

Other types of services are described below:

- **Technical support:** support to users who require help for technical tasks.
- **Functional induction:** when the workflow to be followed is very different from the previous one or when key users require an extra explanation, functional induction sessions will be organised.
- **Documentation update**
- **Contract Management:** Preparation of offers upon request by EU-OSHA and signature of resulting contracts.

## 5 Metrics

### 5.1 Definitions

This section outlines the metrics to be created according to their priority and the response and resolution time established by EU-OSHA to solve the issue.

- **Response time:** the time from the notification of the incident to the contractor to diagnosis and resolution of the problem (EU-OSHA working hours).
- **Resolution time:** the time from the notification of the incident to the contractor to its resolution and closure (deployed in Production) (EU-OSHA working hours). For complex tasks an agreement could be found with EU-OSHA.

For these metrics the following priorities are used:

| Priority <sup>1</sup> | Impact   |
|-----------------------|--|
| <b>Critical</b>       | <ul style="list-style-type: none"> <li>• Major outage affecting a large number of users</li> <li>• Critical commitments cannot be met</li> <li>• Important financial, image or regulatory implications</li> </ul>  |
| <b>High</b>           | <ul style="list-style-type: none"> <li>• System or application usable with severe restrictions</li> <li>• Performance severely degraded</li> <li>• Financial, image or regulatory implications</li> <li>• A request by a very important person</li> </ul>  |
| <b>Medium/Normal</b>  | <ul style="list-style-type: none"> <li>• Affects a small number of users</li> <li>• Must be done but does not impact service level</li> <li>• Recurrent but minimum priority</li> <li>• Standard improvements or improvements that are planned in the next 1-3 months (depending on their impact)</li> </ul> |
| <b>Low</b>            | <ul style="list-style-type: none"> <li>• Bugs that do not affect users' productivity or experience</li> <li>• Workaround available</li> <li>• Minor improvements most of which relate to usability</li> </ul>  |

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<sup>1</sup> The priority of issues may be changed only by EU-OSHA.



## 5.2 Bugs

| Priority      | Yearly average |
|---------------|----------------|
| Critical      | 5%             |
| High          | 10%            |
| Medium/Normal | 60%            |
| Low           | 25%            |

| Priority          | Response time | % of non-compliance | Resolution time | % of non-compliance |
|-------------------|---------------|---------------------|-----------------|---------------------|
| CRITICAL          | < 4 hours     | 0%                  | < 1 day         | 0%                  |
| HIGH              | < 1 day       | < 5%                | < 2 days        | < 5%                |
| MEDIUM/<br>NORMAL | < 3 day       | < 15%               | < 10 days       | < 15%               |
| LOW               | < 5 days      | < 15%               | < 20 days       | < 15%               |

As noted previously, in principle, there will **fortnightly deployments**, except in the case of critical and high-priority incidents or improvements.

As a general rule, medium-priority bugs should be included in the immediate next fortnightly deployment and low-priority bugs should be included in the following fortnightly deployment (unless the volume of work is very low and there is time to include them in the immediate next deployment).

### 5.3 Improvements

| Priority      | Yearly average |
|---------------|----------------|
| Critical      | 5%             |
| High          | 10%            |
| Medium/Normal | 60%            |
| Low           | 25%            |

| Priority          | Difficulty | Response time | % of non-compliance | Resolution time | % of non-compliance |
|-------------------|------------|---------------|---------------------|-----------------|---------------------|
| CRITICAL          | Any        | < 4 hours     | 0%                  | < 1 day         | 0%                  |
| HIGH              | Simple     | < 1 day       | < 3%                | < 2 days        | < 3%                |
| HIGH              | Not Simple | < 1 day       | < 3%                | < 5 days        | < 3%                |
| MEDIUM/<br>NORMAL | Any        | < 5 days      | < 15%               | Scheduled       | < 5%                |
| LOW               | Any        | < 5 days      | < 15%               | Scheduled       | < 15%               |

As noted previously, in principle, there will **fortnightly deployments**, except for critical and high-priority bugs or improvements.

For **critical** and **high**-priority improvements the times would be the same as for bugs.

**Medium**- and **low**-priority improvements will be subject to planning (first proposal made by EU-OSHA with confirmation or the suggesting of alternative by the Contractor to be validated by EU-OSHA).

#### 5.4 Preventive tasks

These tasks would require a complete functional and technical analysis to be requested by EU-OSHA. If there are no interesting patches or upgrades, this should be confirmed.

| Priority     | Response time | % of non-compliance | Resolution time | % of non-compliance |
|--------------|---------------|---------------------|-----------------|---------------------|
| CRITICAL     | < 1 day       | 0%                  | < 2 days        | 0%                  |
| NON CRITICAL | < 5 day       | 0%                  | < 10 days       | 0%                  |

#### 5.5 Adaptive tasks

| Priority     | Response time | % of non-compliance | Resolution time | % of non-compliance |
|--------------|---------------|---------------------|-----------------|---------------------|
| CRITICAL     | < 1 day       | 0%                  | < 2 days        | 0%                  |
| NON CRITICAL | < 5 day       | 0%                  | < 10 days       | 0%                  |

#### 5.6 Documentation updates

All EU-OSHA documentation is continuously updated to provide staff with up-to-date information about the functionality of, and the steps to be followed when working with, different applications in EU-OSHA. It is therefore necessary to enter all information about improvements to applications in all the documents related to them (functional designs, guidelines, manuals and others).

| Service                                | Description  | Maximum time | % of non-compliance |
|--|--|--------------|---------------------|
| Documentation                          | Required for deployment: deadlines to be set to each case            | < 8 days     | 0%                  |
| Functional and technical documentation | Quarterly, except for functional documentation of complex requests   | < 8 days     | 0%                  |
| Assessments                            | Security assessments and recommendations based on statistics reports | < 8 days     | 0%                  |

#### 5.7 Technical Support

| Priority     | Response time | % of non-compliance | Resolution time | % of non-compliance |
|--------------|---------------|---------------------|-----------------|---------------------|
| CRITICAL     | < 4 hours     | 0%                  | < 8 hours       | 0%                  |
| NOT CRITICAL | < 1 day       | < 5%                | < 5 days        | < 5%                |

## 5.8 Functional induction

Small improvements can be directly communicated to key users, but when the modification is complex a functional induction session should be organised by the Contractor. In the event that functional induction is required, EU-OSHA, will inform the Contractor of the desired date, according to their availability and needs. The Contractor will confirm if it is possible to deliver the session on the indicated date. If not, EU-OSHA will provide two alternative dates, one of which should be selected by the Contractor.

In the user satisfaction questionnaires to evaluate the Contractor's work, which should be completed after any functional induction sessions, a satisfaction rate of at least 80% should be achieved. If the functional induction session does not meet users' expectations, it should be repeated until the training meets a satisfaction rate of 80%.

| Service           | Description   | Maximum time | % of non-compliance |
|-------------------|---|--------------|---------------------|
| Request           | Time for 1st and 2d response to request for functional induction. | < 2 days     | 0%                  |
| Satisfaction rate | Percentage of users scoring >= 3 out of 5                         |              | >= 80%              |

## 5.9 Contract Management

| Measurement                                      | Resolution Time                     | % of non-compliance |
|--|-------------------------------------|---------------------|
| Time in preparing proposals                      | < 5 days                            | < 10 %              |
| Time in adjusting proposals reviewed by EU-OSHA  | < 2 days                            | < 10 %              |
| Time in signing the contract prepared by EU-OSHA | < 5 days                            | < 10 %              |
| Service Report                                   | < 2 days before the monthly meeting | 0 %                 |
| Deadline agreed with EU-OSHA                     | As agreed in the contracts          | 0 %                 |

## 6 Escalation Procedure

In case of a SLA breach or potential SLA breach or when EU-OSHA is not satisfied with the service, EU-OSHA could contact the Project Manager.

In case EU-OSHA is not satisfied with the response and want a broader discussion, EU-OSHA could contact the Account Manager.

| Contact         | Name                | Email address   | Phone number   |
|-----------------|---------------------|-----------------|----------------|
| Project Manager | [Name and Position] | [Email address] | [Phone number] |
| Account Manager | [Name and Position] | [Email address] | [Phone number] |

## 7 Penalties

For each violation of the SLA a penalty will be applied.

For contracts with a quarterly invoice:

- A penalty will consist of a deduction of **5%** of the quarterly service cost;
- A maximum of **3 penalties** per quarter can be applied.

For other contracts:

- A penalty will consist of a deduction of **3%** of the total amount of the contract;
- A maximum of **5 penalties** per contract can be applied.