

## **ANNEX XVI - DRAFT SERVICE LEVEL AGREEMENT (LOT 3)**

### Hosting services

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## 1 Introduction

This document describes the service level agreement (SLA) applied to manage the hosting of EU-OSHA websites and web 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 websites and web applications:

- the EU-OSHA corporate website (<https://osha.europa.eu>)
- the Napo website (<https://www.napofilm.net/>)
- the Campaign website (<http://healthy-workplaces.eu>)
- the OIRA website (<https://oiraproject.eu/>)
- the Vesafe eGuide (<https://equides.osha.europa.eu/vehicle-safety/>)
- the Dangerous Substances eGuide (<https://equides.osha.europa.eu/dangerous-substances/>)
- The eGuide for All ages (<https://equides.osha.europa.eu/all-ages/>)
- the data-visualisation tool ESENER 1 (<https://osha.europa.eu/en/surveys-and-statistics-osh/esener/2009>)
- the data-visualisation tool ESENER 2 (<https://osha.europa.eu/en/surveys-and-statistics-osh/esener/2014>)
- the data-visualisation tool Ageing and OSH (<https://visualisation.osha.europa.eu/ageing-and-osh#!/>)
- the data-visualisation the economics of OSH (<https://visualisation.osha.europa.eu/osh-costs#!/>)
- the data-visualisation tool for EUOSH (<https://visualisation.osha.europa.eu/infosystem#!/>)
- any future websites and web applications

## 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

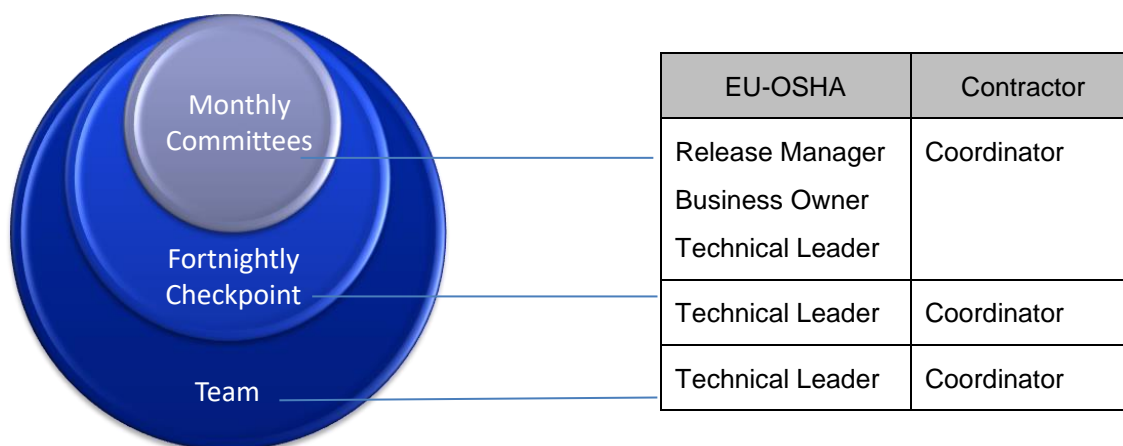
Project management refers to planning, budgeting, following up and monitoring in accordance with the defined working methodology. In order to carry out project management, the following measures will be adopted:

- **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 **Coordinator** 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:



### 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> Coordinator</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> Coordinator</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 regular deployments will be bugs and improvements to be solved by the Development Team, as well other changes in the contents that require inclusion in the deployment package to be applied by contractor. 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.

The scope of the first time deployment will be the creation of new website/instance, either on existing or new environment. First time deployments will be based on specific “Deployment Guide” created by the Development Team, and will include both Staging and Production environment.

### 4 Type of services

#### 4.1 Maintenance Service

The types of services are described below:

- **Hosting:** The contractor should ensure the availability and a good response time for the service.
- **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, etc.)

#### 4.2 Other support services

Other types of services are described below:

- **Technical support:** support to users who require help for technical tasks.
- **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 for diagnosis and resolution of the problem to its acknowledging (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 Hosting

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

Service	Target	% of non-compliance
Yearly Availability	24/7	< 0.1 %
Monthly Availability	24/7	< 0.5 %
Static page - Average response time	< 50 ms	0 %
Static page - Maximum response time	< 250 ms	< 5 %
Content page - Average response time	< 250 ms	0 %
Content page - Maximum response time	< 500 ms	< 5 %

## 5.3 Bugs

Priority	Yearly average
Critical	2%
High	8%
Medium/Normal	Short term — Long term 60% — 30%
Low	Short Term — Long Term 30% — 60%

Priority	Response time	% of non-compliance	Resolution time	% of non-compliance
CRITICAL	< 3 hours	0%	< 6 hours	0%
HIGH	< 6 hours	< 3%	< 2 days	< 3%
MEDIUM/ NORMAL	< 1 day	< 15%	< 8 days	< 5%
LOW	< 3 days	< 15%	< 15 days	< 15%

As noted previously, in principle, there will be **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).

## 5.4 Improvements

Priority	Yearly average
<b>Critical</b>	2%
<b>High</b>	8%
<b>Medium/Normal</b>	Short term — Long term 20% — 60%
<b>Low</b>	Short Term — Long Term 70% — 30%

Priority	Difficulty	Response time	% of non-compliance	Resolution time	% of non-compliance
CRITICAL	Any	< 3 hours	0%	< 6 hours	0%
HIGH	Simple	< 4 hours	< 3%	< 2 days	< 3%
HIGH	Not Simple	< 6 hours	< 3%	< 3 days	< 3%
MEDIUM/ NORMAL	Any	< 3 days	< 15%	Scheduled	< 5%
LOW	Any	< 6 days	< 15%	Scheduled	< 15%

As noted previously, in principle, there will be **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).

## 5.5 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.

These tasks should be completed and delivered to EU-OSHA within 8 days of notification. If the priority of the patch is critical, it should be completed in less than 2 days.

Priority	Response time	% of non-compliance	Resolution time	% of non-compliance
CRITICAL	< 1 day	0%	< 2 days	0%
NON CRITICAL	< 1 day	0%	< 8 days	0%

## 5.6 Adaptive tasks

These tasks should be completed and delivered to EU-OSHA within 8 days of notification. If the priority of the task is critical, it should be completed in less than 2 days.

Priority	Response time	% of non-compliance	Resolution time	% of non-compliance
CRITICAL	< 1 day	0%	< 2 days	0%
NON CRITICAL	< 1 day	0%	< 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%	< 3 days	< 5%

## 5.8 Contract Management

Measurement	Resolution Time	% of non-compliance
Time in preparing proposals	< 4 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.