



Royal Netherlands
Meteorological Institute
*Ministry of Infrastructure
and Water Management*

Annex 1A. Service Level Agreement

Delivery of a MET/ANSP OPMET system (including user license, support and maintenance)

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Introduction

This document, Service Level Agreement (SLA) describes the level and type of agreed services between the Client and the Contractor in the support and maintenance phase for the delivered MET/ANSP OPMET system (hereafter: 'Product' or 'System').

The SLA forms an integral part of the descriptive document that will be agreed between the Client and the Contractor.

The Client is Contracting Authority/KNMI and the Contractor will be the supplier who will deliver, support and maintain the System.

Purpose of the SLA

The purpose of this SLA is to objectively record the (level of) service that the Contractor must provide, including the criteria.

The various criteria are defined as "service level" and the associated objective (qualitative) standard they must fulfill.

The SLA contains agreements about the way which the service is organized and how the quality of the service will be reported.

By regularly analyzing the service level and implementing plans for improving the service, the Contractor and the Client work to continuously maintain or improve the quality of the service at the desired level.

Duration of the SLA

The SLA starts from the date of the successful completion of the Site Acceptance Test (SAT) for the STANDARD OPMET System. The SLA is then valid for the duration of the initial assignment, which is five (5) years, and can unilaterally be extended three (3) times by the Client with a period of two (2) years each. The total duration of the SLA, including the extensions, can therefore be eleven (11) years.

Approval

The content of this SLA is the responsibility of the Client and the Contractor. The approval of the SLA and the changes to the SLA are submitted to the Client and the Contractor. The owner of the SLA will be the Contractor.

Scope

The service is aimed at maximum availability, quality and performance of the System.

Required Service Levels

Responsibilities Contractor

The Contractor shall in accordance with this agreement:

- In case of a SaaS solution: take all reasonable measures to maintain the OPMET system hardware and software environment to ensure proper operation of the software.
- In case of a SaaS solution: carry out preventive maintenance on the OPMET system to keep the system in a good condition.
- Ensure the supplied software and documentation for the OPMET system meets the specifications described in the documents of the contract, including specifications that are part of future changes to the software.
- Keep a knowledge base for the OPMET system. All support and software engineers working for this SLA will keep up their knowledge of the supplied OPMET system.
- Ensure that only legal versions of the software are supplied and implemented.
- Be responsible for the supply of services in accordance to the scope of services described in this SLA.
- Carry out project management and control for work done in relation to this SLA.
- Comply with other obligations that are included in this agreement.

Responsibilities Client

The Client shall in accordance with this agreement:

- In case of an 'On-premise' solution: take all reasonable measures to maintain the OPMET system hardware and software environment to ensure proper operation of the software.
- In case of an 'On-premise' solution: carry out preventive maintenance on the OPMET system to keep the system in a good condition.
- If problems occur, Client shall establish the first line maintenance activities, i.e. make a first diagnose and in case of an 'On-premise' solution replace hardware or re-install the software whenever needed.
- In case of an 'On-premise' solution: keep a backup of the OPMET software CD in a safe place. This CD can be used to restore the original configuration. For safety reasons, the Client may also use the Contractor's storage facilities (software Depot) to store backups.
- If deemed necessary by Contractor that maintenance activities are carried out on the OPMET system, in case of an 'On-premise' solution Client shall provide all reasonable access for Contractor's engineers to the (test-)sites where the system is located whether on site or remote (by means of e.g. a VPN connection).
- Comply with other obligations that are included in this agreement.

Helpdesk and Call desk service

When the Client needs help with the System, or detects a system problem, the Client can contact the Contractor for questions and assistance. This is known as the

Helpdesk. For urgent problems that cannot wait until office hours, the Client can report the problem by contacting the Call Desk and leaving a message.

Availability Helpdesk and Call desk

In case of critical and major system malfunctions, the Client may contact the Helpdesk/Call desk 24 hours per day, 7 days per week.

For contact outside office hours, the Client can contact:

Tel: (Call desk)

The Client will leave name, telephone number where they can be reached and the problem description. The Call desk will contact a Contractor's engineer on duty who will assist in solving the problem.

To report moderate and minor malfunctions, or answer questions, the Client may contact the Helpdesk during office hours. Times are Central European Time (CET).

Working days (Monday to Friday): between 9:00 and 17:00 hours CET, excluding the Contractor's national public holidays (include URL for information)

For contact during office hours and for moderate and minor malfunctions, reporting can be done by:

Email:
Tel: (Helpdesk)
Portal/Topdesk: https:///.....

Information requests (KPIs)

The (maximum) time in which the Contractor responds to information requests from the Client, depends on the priority.

In case of critical faults (top priority), a Contractor's engineer will contact the Client by telephone, within 30 minutes after the problem has been reported at the Call desk, for assisting in solving the critical problem.

Notification management

Within notification management, the following categories can be distinguished:

1. Incidents
2. Changes

Incidents

An incident is an unplanned interruption or disruption.

Incident management ensures that normal service operations are restored as quickly as possible and the impact on business operations is minimal.

The priority is initially determined by the Client.

The Client indicates to the Contractor how critical the incident is and what priority should be given to it.

Then Contractor and Client mutually agree on the priority to be given to this based on the table below.

NR	KPI	Priority	Norm
1	Incident solving time	Top	Within 4 hours
		High	Within 1 working day
		Middle	Within 3 working days
		Low	Within 5 working days

Definition:	
Top	When most or all users cannot work or when most or all users are affected.
High	When 1 user can't work.
Middle	When 1 user is hindered in his work.
Low	Everyone can work within the system, but a malfunction is experienced.

Changes and Change Procedure

Changes can arise from various needs, such as, but not limited to:

- New functional and technical requirements;
- Business considerations;
- An (emergency) law;
- Solutions to problems;
- Vulnerabilities, e.g. security updates.

A change request can be either a request from the Client or from the Contractor to implement any type of change to the system. The scope of the Change Procedure in case a Change is initiated by the Client will include:

- Proposal of a Change by the Client
- Evaluation of the Change by the Contractor
- Provide the Client with a quotation
- Agreement on quotation by Client
- Decide on implementation by the Client
- Design, development and execution of the Change by the Contractor
- Testing and Acceptance of the Change by the Client

In case the Contractor initiates the Change, the Client decides on implementation, such as date and time and approval of the Client's stakeholders, and a quotation is not applicable.

Data management/Back-ups

At request of KNMI, the System and/or data can be restored within 24 hours.

Reports

Based on the SLA, the Contractor provides a Service Level Report (SLR) on a quarterly basis. This report will at least comprise:

1. An overview of the performance of the OPMET system, e.g. the achieved uptime frequency in the last quarter;
2. An overview of software issues and incidents that needed to be resolved, including the incident solving time;
3. An overview of software changes that have been made;

Performance

The contractor is responsible for achieving established standards such as response times for the OPMET system.

- The system must be able to be used 24/7 with an uptime of at least 99,8% per year. The Client will measure the uptime per year, with the date of the completed and successfully passed SAT as the start date for the year.
- In case of a system failure, after recovery the data in the system must be recovered as well, with minimum data loss and/or corruption of the data. Data loss or corruption must per year on average be less than 12 hours for each incident.
- The average incident solving time for critical faults (top priority) is maximal 4 hours per year, with the date of the completed and successfully passed SAT as the start date for the year.
- The system and its user interface are capable to handle 20 concurrent users and 100 concurrent data requests.

Adjustments to the system

The Contracting Authority will request an hourly rate from the Contractor for adjustments to the software as part of the tender. An hourly rate for adjustments to the software is included in the Annex 7 Pricing sheet.

Documentation

Documentation such as user manuals, technical documentation and an administrator manual including information on configuration of the system, should be available in digital form (preferably online) and always up to date.

Incentives/ Penalties

If a Service Level Report shows that the required uptime of the System over the past quarter was not achieved, the Contractor must submit an improvement plan within 14 days after this has been identified, including a time schedule for implementation.

If improvements are not sufficiently visible in the following quarter, the Client will give the Contractor written notice of this default and a warning that if the agreed service levels regarding the yearly measured uptime of the System are not fulfilled, owing to a failure imputable to the Contractor, it must pay a penalty to the Client.

The penalty will be a discount on the Fee for Support and Maintenance in the year that the service levels are not fulfilled, according to the following table:

Service levels	Criterion	Discount
<i>Measured uptime of the OPMET system per year</i>	<i>98% to 99,8</i>	<i>25%</i>
<i>Measured uptime of the OPMET system per year</i>	<i>< 98%</i>	<i>50%</i>

Escalation and complaints

The Contractor needs to have a complaints procedure and an escalation procedure. The Client needs to know where to report an escalation or complaint.

Problem management

The Contractor needs to have a process that is responsible for managing the lifecycle of all problems that happen or could happen.

Configuration management

The supplier keeps a list of all supplied software that is part of the System and all changes to the software that have been made during the period of usage.

Adjustments to the SLA

Adjustments to the SLA can be agreed upon during evaluations and whenever the contract will be extended. Intermediate adjustments can be made on request. The proposed adjustments are recorded in a Service Level Request. Then upon agreement the adjustments are included in the SLA.

Contact information

The following information needs to be filled in by the Contractor.

- Contacts
- Email addresses
- Telephone numbers

Definitions

- Helpdesk: The Contractor's contact point for the Client to report system problems or for questions, help and assistance with the system.
- Call desk: A (possibly unmanned) contact point from the Contractor that can be used by the Client for reporting urgent issues, such as critical and major faults, outside office hours.
- Incident solving time: The elapsed time measured from the moment the problem has been reported to the contractor's Helpdesk until the time the problem has been solved.
- Critical fault: A fault is considered to be a critical fault when most or all users cannot work or when most or all users are affected. Critical faults have Top Priority. Impact is severe and action is needed immediately.
- Major fault: A fault is considered a major fault when one user can't work. Major faults have High Priority. Impact is high and action is needed within 1 working day.
- Moderate fault: A fault is considered a moderate fault when one user is hindered in his work. Moderate faults have a Middle Priority. Impact is middle and action is not needed immediately.
- Minor fault: A fault is considered a minor fault when everyone can work with the system, but a malfunction is experienced. The system is not functioning according to the agreed specification. Minor faults have a Low Priority. Impact is low and action is not needed immediately.
- Uptime: The time during which the system is operating or can be operated in accordance with the, in the Tender documents specified, requirements.
- Concurrent users: The total number of people simultaneously accessing or using the system.
- Corrective Maintenance: the tracing and resolution by the Other Party of Faults reported by the Contracting Authority or Faults that have otherwise become known to the Other Party.
- Repair Time: the periods, expressed in Service Hours, between the moment when a Fault is reported to the Other Party and the moment it is resolved.
- Innovative Maintenance: the provision by the Other Party to the Contracting Authority of New Versions or newly developed parts of Products and/or new Documentation.
- Preventive Maintenance: measures taken by the Other Party to prevent Faults and related forms of service.
- Response Time: the time within which the Other Party (or Staff of the Other Party) must adequately respond to a report by the Contracting Authority of a Fault and other requests of the Contracting Authority for service.
- Service Levels: requirements such as Response Times and Repair Times included in the Contract in respect of Maintenance and other agreed forms of service.
- Service Hours: hours that fall within the agreed service period.
- Fault: a technical problem that occurs when using the Deliverable.