

**EGI Pay4Use VO**

**OPERATIONAL LEVEL AGREEMENT**

|  |  |
| --- | --- |
| **Service provider** | EGI Foundation |
| **Component Provider** | **CESGA** |
| **User** | **Exprivia S.p.A.** |
| **First day of service delivery** | 2019-05-13 |
| **Last day of service delivery** | 2019-05-12 |
| **Status** | Final |
| **Agreement finalization date** | 2019-05-10 |
| **Agreement Link** | https://documents.egi.eu/document/3436 |

**DOCUMENT LOG**

|  |  |  |  |
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| ***Issue*** | ***Date*** | ***Comment*** | ***Author*** |
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| **V0.2** | 2019-04-29 | Updated service times | Enol Fernández |
| **V0.3** | 2019-05-09 | Updated dates, final version | Enol Fernández |

**TERMINOLOGY**

The EGI glossary of terms is available at: [https://wiki.egi.eu/wiki/Glossary](https://wiki.egi.eu/wiki/Glossary%20)

For the purpose of this Agreement, the following terms and definitions apply. The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", “MAY", and "OPTIONAL" in this document are to be interpreted as described in RFC 2119.

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The present Operational Level Agreement (“the Agreement’) is made between **EGI Foundation (the Service Provider)** and **CESGA (the Component Provider)** to define the provision and support of the provided services as described hereafter. Representatives and contact information are defined in Section 6.

**Project "Copernicus Space Component Worldwide Sentinels Data Access Benchmark" will set up a benchmarking service for all Sentinel Data Hubs and DIAS managed by ESA as well as for some Third-Party sites that offer similar features world-wide. The service will deploy across Europe virtual machines on which the benchmarking suite will be installed and from which the tests towards the data hub will start automatically / DIAS and who will collect the relevant metrics.**

The Customer is a consortium represented by the **Exprivia S.p.A**

This Agreement is valid from **2019-05-13** to **2020-05-12.**

The Agreement was discussed and approved by the EGI Foundation and the Component Provider **2019-05-10.**

The Agreement extends the Resource Center OLA[[1]](#footnote-1) with the following information:

# The Services

Allocation type:

* Pledged - Resources are exclusively reserved to the Community and the job will be executed immediately after submission.

Payment mode offer:

* Pay-per-use - Model where a customer directly pays for the service used.

The Service(s) are defined by the properties summarised in the following table described in the below links:

* **Cloud Compute:** <https://www.egi.eu/services/cloud-compute/>

|  |
| --- |
| **Compute** |
| Component Provider | **CESGA** |
| Category | [Cloud Compute](https://www.egi.eu/services/cloud-compute/)  |
| VM configuration | 8 vCores, 32GB RAM, 100GB disk (bare-metal)2 vCores, 8 GB RAM, 50GB disk |
| Public IP addresses | 2 |
| Allocation type | Pledged[[2]](#footnote-2) |
| Payment mode offer | Pay-for-use[[3]](#footnote-3) |
| Duration | 1 year |
| **Virtual Organisation** |
| Supported VOs: | benchmark.terradue.com |
| VO ID card: | <https://operations-portal.egi.eu/vo/view/voname/benchmark.terradue.com> |
| VO-wide list: | <https://vmcaster.appdb.egi.eu/store/vo/benchmark.terradue.com/image.list> |
| **Service Offer [€]** |
| Total[[4]](#footnote-4) | € 2,900[[5]](#footnote-5) |

The Services are supported by additional services:

* Accounting[[6]](#footnote-6)
* Service Monitoring[[7]](#footnote-7) (operational only)

Note: Please note that the following services are not provided by EGI Foundation:

* Monitoring of vo benchmark.terradue.com
* Monitoring of services provided by the Customer on agreed resources

# Service hours and exceptions

IT services according to the service catalogue are in general delivered during 24 hours per day, 7 days per week (i.e. 365 days or 8,760 hours), to seamlessly support business operations. Planned and announced interruptions may reduce the effective operating time of a service.

The following exceptions apply:

* Planned maintenance windows or service interruptions (“scheduled downtimes”5) will be notified via email in a timely manner i.e. 24 hours before the start of the outage, to the Customer through the Broadcast Tool[[8]](#footnote-8).
* The provider must provide justification for downtime periods exceeding 24 hours
* Human services are provided during support hours.

# Support

Support is provided via EGI Service Desk[[9]](#footnote-9). Access requires a valid X.509 or the login via an EGI SSO account[[10]](#footnote-10). Support is available between:

* Monday to Friday.
* From 09:00 to 17:00 CET/CEST.

Service times always apply with the exception of local public holidays in the country (or city, as applicable) of the supporting Resource Centres.

## Incident handling

Incidents will be handled according to the Quality of Support level that is estimated according to the impact of the outage or service quality degradation.

The Quality of Support in this Agreement has level: **Advanced[[11]](#footnote-11)**

The Quality of Support levels are defined as follows:

**Advanced level:**

|  |  |  |
| --- | --- | --- |
| **Incident priority** | **Response time** | **Comment** |
| **Less urgent** | 5 working days | wishes and enhancements that are "nice to have" |
| **Urgent** | 1 working day | service degraded; workaround available |
| **Very Urgent** | 1 working day | service degraded; no workaround available |
| **Top priority** | 4 working hours | service interrupted; needs to be addressed as soon as possible |

Response time is provided as a service level target.

## Service requests

In addition to resolving incidents, standard service requests (e.g. change requests, information requests, documentation) will be fulfilled through the defined support channels in the same way as incidents. Service requests are classified as “Less urgent”.

# Service level targets

**Monthly Availability**

* Defined as the ability of a service or service component to fulfil its intended function at a specific time or over a calendar month.
* Minimum (as a percentage per month): **95%**

**Monthly Reliability**

* Defined as the ability of a service or service component to fulfil its intended function at a specific time or over a calendar month, excluding scheduled maintenance periods.
* Minimum (as a percentage per month): **95%**

**Quality of Support level**

* **Advanced** (Section 3)

**Cost modulation based on reduced A/R levels**

All of the component providers must individually reach the above specified A/R targets. Cost modulation may be applied for those underperforming provides.

|  |  |
| --- | --- |
| **Monthly Availability/Reliability (I)** | **Cost modulation** |
| ≥ 95% | 100% |
| 90 ≤ I <95 | 97% |
| 75 ≤ I <90 | 87% |
| I < 75 | 70% |

# Limitations and constraints

The provisioning of the service under the agreed service level targets is subject to the following limitations and constraints:

* Support is provided in the following language: English
* Downtimes caused due to upgrades for fixing critical security issues are not considered Agreement violations.
* The customer is responsible for maintaining licenses and adhering to the license terms of any software that is run on the component providers.
* Force Majeure. A party shall not be liable for any failure of, or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control. Means any
	+ fire, flood, earthquake or natural phenomena
	+ war, embargo, riot, civil disorder, rebellion, revolution

which is beyond the Provider's control, or any other causes beyond the Provider's control

* Availability and Reliability calculations are based on the Service Monitoring operational results.
* Failures in VO monitoring are not considered as the Agreement violations.

# Communication, reporting and escalation

## General communication

The following contacts will be generally used for communications related to the service in the scope of this Agreement.

|  |  |
| --- | --- |
| **Provider contact** | Carlos Fernándezcarlosf@cesga.esSystems Manager |
| **Provider technical contact** | Rubén Díezrdiez@cesga.es |
| **EGI contact** | Yannick Legré, EGI Foundationslm@mailman.egi.euManaging Director |
| **EGI technical contact** | Mattew Viljoen, EGI Foundationoperations@egi.euOperations manager |
| **Service Support contact** | EGI Service Desk (See Section 3) |

## Regular reporting

The Component Provider will supply Performance reports together with their invoices to EGI Foundation (Section 9.2).

The Component Provider is committed to providing the following reports:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Report title** | **Content** | **Frequency** | **Produced by** | **Delivery** |
| **Service Performance Report** | The document provides an overall assessment of service performance (per month) and OLA target performance achieved during the reporting period | Aligned with invoicing schedule (Section 9), unless otherwise specified/requested by the customer.  | Component Provider | Email to **EGI contact** together with invoice for period. |
| **Agreement Violation** | Agreement violation justification and a plan for service enhancement | Within ten (10) working days from the date of notification to/from the EGI Foundation about violation | Component Provider | Email to **EGI technical contact** together with invoice for period. |

## Violations

The Component Provider commits to inform the EGI Foundation, if the Agreement is violated or violation is anticipated. The following rules are agreed for communication in the event of the Agreement violation:

* In case of service target violation, the Component Provider must provide justifications and a plan for service enhancement within 10 working days from the date of notification to/from the EGI Foundation.
	+ In case of no or unsatisfactory justification and plan for improvement, EGI Foundation reserves the right to replace the Component Provider, in which the Component Provider forfeits future payments.
* In the case of repeated violations that jeopardizes the ability of the Customer to meet their goals, EGI Foundation reserves the right to replace the Component Provider and the Component Provider forfeits all outstanding payments (i.e. current and future).

## Escalation and complaints

For complaints, the defined EGI Foundation contact point shall be used, and the following rules apply:

* Complaints should be directed to the EGI Foundation contact
* The Component Provider contact will be contacted in case of received complaints.

# Information security and data protection

The following rules for information security and data protection apply:

* Assertion of absolute security in IT systems is impossible. The Component Provider is making every effort to maximize security level of users’ data and minimize possible harm in the event of an incident.
* The Component Provider must define and abide by an information security and data protection policy related to the service being provided.
* This must meet all requirements of any relevant EGI policies or procedures[[12]](#footnote-12) and also must be compliant with the relevant national legislation.

# Responsibilities

## Of the Component Provider

Additional responsibilities of the Component Provider are as follow:

* Adhere to all applicable operational and security policies and procedures12 and to other policy documents referenced therein applicable to “Infrastructure” scope.
* Use communication channel defined in the agreement.
* Accept EGI monitoring services provided to measure fulfilment of agreed service level targets.
* Ensure the accuracy of the information in EGI Configuration Database GOCDB
	+ The Component Provider contact details (name, phone number, e-mail address) of a set of contact points for security, operational and administrative emergencies.
	+ Components of the service are registered and in the EGI scope.
	+ The services that are offered by the Component Provider must be specified.
* All services with information system or accounting capabilities, must have at least one local or remote endpoint to publish information:
	+ Being provided into the site information system.
	+ Being delivered to the EGI accounting infrastructure.
* Enable and support the benchmark.terradue.com VO
* Enable:
	+ Operational service monitoring - provided centrally by EGI Foundation and (if deemed necessary by the Resource Infrastructure Provider) by the Resource Infrastructure Provider.
	+ Central security monitoring - performed centrally by EGI Foundation.
	+ Testing and troubleshooting from outside.
* Ensure
	+ At least one system administrator reachable during working hours of supporting organization.
	+ Sufficient computational and storage resources and network connectivity to support the proper operation of its services, as indicated by passing all relevant Monitoring Service tests.
	+ The provisioning of services in itself not create any intellectual property rights in software, information and data provided to the services provided by the Component Provider, or in data generated by the services provided.
* Operate UMD-compliant Middleware supported by EGI Foundation– applicable for High Throughput Computing Platform.
	+ The Component Provider is encouraged to stay abreast of updates in order to benefit from the latest improvements and features.

## Of the EGI Foundation

The responsibilities of EGI Foundation are:

Collect requirements from the Component Provider and raise any issues deemed necessary by the

* Provider to the attention of EGI and to ensure that these issues are properly dealt with.
* Raise any issues deemed necessary to the attention of the Component Provider.
* Register the Component Provider and its administrators in GOCDB and in the available helpdesk facilities as applicable.
* Provide support by helping in the resolution of advanced and specialised operational problems that cannot be solved by the Component Provider.
	+ If necessary, the EGI Foundation will propagate and follow-up problems with higher-level operational or development teams.
* Monitor progress of incident and problem records and to ensure that the Provider works on records opened against them.
* Respond to incident and problem records from the Component Provider in a timely manner.
* Provide the operational services defined in Resource infrastructure Provider OLA and ensure their interoperation with the EGI Foundation ones as applicable.
* Coordinate and support the deployment of UMD-compliant middleware by the Component Provider.
* Coordinate local operational security activities and provide operational security support.
* Support coordination with other Component Providers.
* Support coordination and conflict resolution with the User.

## Of the User

All responsibilities of the User are listed in relevant VO SLA.

# Finance and Administration

## Service Offers

Component Provider is expected to adhere to the service offer and associated costs provided and agreed timescales, unless changes are otherwise agreed between both parties in writing (See Section 2).

## Invoicing and Payment Schedule

Component Providers are to invoice the EGI Foundation according to the below schedule. Note that invoices need to be accompanied by a Service Performance Report (see Section 6.2).

|  |  |  |  |
| --- | --- | --- | --- |
| **Service delivery period** | **Invoicing frequency** | **Produced by** | **Delivery** |
| **2019-05-13** - **2020-05-12**.**Twelve (12) months** | Once, for 2,900€[[13]](#footnote-13) within 30 days of agreement end date.  | Component provider | Email to **EGI contact** together with Service Performance Report for period. |
| Payment of invoice within 30 days of receipt by customer | EGI Foundation | Confirmation of bank transfer via email to **Component Provider contact**. |

Invoice details:

* Name: Yannick Legré, EGI Foundation Director
* Address: Science Park, 140 - 1098XG – Amsterdam, Netherlands
* VAT: NL8219.84.986.B.01
* Email: inkoop@egi.eu
* Date: 2020-05-12
* Reference: ESA-Benchmark-2020-001

# Review, extensions and termination

This agreement is subject to review at least on an annual basis (from signature date) or at any time by written request by any party.

1. <https://documents.egi.eu/document/31> [↑](#footnote-ref-1)
2. Resources are exclusively reserved to the Customer [↑](#footnote-ref-2)
3. Resources for an agreed amount and fixed time period are paid for by the customer [↑](#footnote-ref-3)
4. For the 12-month duration of the agreement, subject to changes depending on customer requests [↑](#footnote-ref-4)
5. Excluding VAT (reverse charging) [↑](#footnote-ref-5)
6. <http://accounting.egi.eu/> [↑](#footnote-ref-6)
7. <http://argo.egi.eu/> [↑](#footnote-ref-7)
8. <https://operations-portal.egi.eu/broadcast> [↑](#footnote-ref-8)
9. <http://helpdesk.egi.eu/> [↑](#footnote-ref-9)
10. <https://www.egi.eu/sso/> [↑](#footnote-ref-10)
11. <https://wiki.egi.eu/wiki/FAQ_GGUS-QoS-Levels> [↑](#footnote-ref-11)
12. <https://www.egi.eu/about/policy/policies_procedures.html> [↑](#footnote-ref-12)
13. Subject to cost modulation (Outlined in Section 4) [↑](#footnote-ref-13)