



## EGI Pay4Use VO

# OPERATIONAL LEVEL AGREEMENT

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<b>Service provider</b>	EGI Foundation
<b>Component Provider</b>	<b>IN2P3-IRES - Institut Pluridisciplinaire Hubert Curien Grid and Cloud Computing site at IPHC</b>
<b>Customer</b>	<b>PITHIA-NFR/vo.pithia.eu</b>
<b>First day of service delivery</b>	01/06/2022
<b>Last day of service delivery</b>	31/03/2025
<b>Status</b>	Final
<b>Agreement signature date</b>	16/05/2022
<b>Agreement Link</b>	<a href="https://documents.egi.eu/document/3885">https://documents.egi.eu/document/3885</a>
<b>Template version</b>	v2.4

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## DOCUMENT LOG

<i>Issue</i>	<i>Date</i>	<i>Comment</i>	<i>Author</i>
<b>FINAL</b>	16/05/2022	Agreed OLA with Provider	Levente Farkas

## TERMINOLOGY

The EGI glossary of terms is available at: <https://go.egi.eu/glossary>

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 **IN2P3-IRES - Institut Pluridisciplinaire Hubert Curien Grid and Cloud Computing site at IPHC (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.

The **PITHIA-NFR<sup>1</sup>** project aims to build a European distributed network that integrates observing facilities, data processing tools and prediction models dedicated to ionosphere, thermosphere and plasmasphere research. For the first time, all European researchers, key national and regional research infrastructures such as Ionosondes, Digisondes, GNSS receivers, Doppler sounding systems, riometers, and VLF receivers are integrated, ensuring optimal use and joint development.

The Customer is a consortium represented by the **EGI Foundation**.

This Agreement is valid from **01/06/2022** to **31/03/2025**.

The Agreement was discussed and approved by the EGI Foundation and the Component Provider **16/05/2022**.

The Agreement extends the Resource Centre OLA<sup>2</sup> with the following information:

## 1 The Services

Possible allocation types:

- **Pledged** - Resources are exclusively reserved to the Community.
- **Opportunistic** - Resources are not exclusively allocated, but subject to local availability.
- **Time allocation** - Resources are available for a fixed time period.

Possible payment mode offer:

- **Sponsored** - Model where the Customer uses services that are funded, or co-funded by the European Commission or government grants.
- **Pay-for-use** - Model where the Customer directly pays for the service used.

The Services are defined by the properties summarised in the following tables and described in the below links:

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

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<sup>1</sup> <https://www.pithia-nfr.eu>

<sup>2</sup> <https://documents.egi.eu/document/31>

<b>Compute</b>	
Resource Centre:	<b>IN2P3-IRES</b>
Service Category:	<a href="#">Cloud Compute</a>
Number of virtual CPU cores:	12
Memory per core (GB):	4
Local disk (GB):	60
Public IP addresses:	4
Allocation type:	Pledged <sup>3</sup>
Other technical requirements:	n/a
Payment order offer:	Pay-for-use <sup>4</sup>
Duration:	34 months
GOCDB endpoints URLs	<a href="http://sbgcloud.in2p3.fr">sbgcloud.in2p3.fr</a> - <a href="http://org.openstack.nova">org.openstack.nova</a>
<b>Service Offer/Cost [€]</b>	
Resource Centre	2,937.60 €
Technical Support	
Total <sup>5</sup>	2,937.60 € <sup>6</sup>

<sup>3</sup> Resources are exclusively reserved to the Customer

<sup>4</sup> See service offer for specifications (e.g. pricing, administration)

<sup>5</sup> For the 34-month duration of the agreement, subject to changes depending on customer requests

<sup>6</sup> Excluding VAT (reverse charging)

Virtual Organisation	
Supported VOs:	vo.pithia.eu
VO ID card:	<a href="https://operations-portal.egi.eu/vo/view/voname/vo.pithia.eu">https://operations-portal.egi.eu/vo/view/voname/vo.pithia.eu</a>
Provider AUP link	(included in VO ID card)

The Services are supported by additional services:

- Accounting<sup>7</sup>
- Service Monitoring<sup>8</sup> (operational only)

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

- Monitoring of vo.pithia.eu
- Monitoring of services provided by the Customer on agreed resources

## 2 Service hours and exceptions

As defined in Resource Centre OLA<sup>9</sup>.

The Services operate during the following hours: twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

The following exceptions apply:

- Planned maintenance windows or service interruptions (“scheduled downtimes”<sup>10</sup>) will be notified via email in a timely manner i.e. 24 hours before the start of the outage.
- The provider must provide justification for downtime periods exceeding 24 hours
- Human services are provided during support hours.

## 3 Support

As defined in Resource Centre OLA<sup>12</sup>.

<sup>7</sup> <http://accounting.egi.eu/>

<sup>8</sup> <http://argo.egi.eu/>

<sup>9</sup> <https://documents.egi.eu/document/31>

<sup>10</sup> <https://docs.egi.eu/internal/configuration-database/downtimes/>

Support is provided via EGI Service Desk<sup>11</sup>. Access requires a valid X.509 or the login via a EGI SSO account<sup>12</sup>. Support is available between:

- Monday to Friday.
- From [HH:MM] to [HH:MM] CET/CEST.

Service times always apply with the exception of public holidays in the country of the supporting Resource Centres.

### 3.1 Incident handling

As defined in Resource Centre OLA<sup>12</sup>.

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: **Medium**<sup>13</sup>

The Quality of Support levels are defined as follows:

#### Medium 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	1 working day	service interrupted; needs to be addressed as soon as possible

Response time is provided as a service level target.

### 3.2 Service requests

As defined in Resource Centre OLA<sup>12</sup>.

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".

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<sup>11</sup> <http://helpdesk.egi.eu/>

<sup>12</sup> <https://www.egi.eu/sso/>

<sup>13</sup> [https://wiki.egi.eu/wiki/FAQ\\_GGUS-OoS-Levels](https://wiki.egi.eu/wiki/FAQ_GGUS-OoS-Levels)

## 4 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): 90%<sup>14</sup>

### 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

- Medium (Section 3)

## 5 Limitations and constraints

As defined in Resource Centre OLA<sup>12</sup>.

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.
- 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

In addition:

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

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<sup>14</sup> Every two years the Service Provider has an electrical outage for maintenance, with a maximum duration of 3 days. In this case, the availability will be less than 90% (but reliability will remain as agreed).



## 6 Communication, reporting and escalation

### 6.1 General communication

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

<b>EGI Foundation contact</b>	Giuseppe La Rocca <a href="mailto:slm@mailman.egi.eu">slm@mailman.egi.eu</a> SLA Coordinator at EGI Foundation
<b>EGI Foundation technical contact</b>	Matthew Viljoen <a href="mailto:operations@egi.eu">operations@egi.eu</a> Operations Manager at EGI Foundation
<b>Component Provider contact</b>	Jérôme Pansanel <a href="mailto:jerome.pansanel@iphc.cnrs.fr">jerome.pansanel@iphc.cnrs.fr</a> Head of the SCIGNE platform
<b>Component Provider technical contact</b>	SCIGNE Technical Team <a href="mailto:scigne@iphc.cnrs.fr">scigne@iphc.cnrs.fr</a>
<b>Service Support contact</b>	EGI Service Desk (See Section 3)

### 6.2 Regular reporting

As defined in Resource Centre OLA.

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 using predefined templates<sup>15</sup>:

Report title	Content	Frequency	Produced by	Delivery
<b>Service Performance Report</b>	The document provides an overall assessment of service	Aligned with invoicing schedule (Section 9), unless otherwise	Component Provider	Email to <b>EGI contact</b> together with invoice for period.

<sup>15</sup> <https://documents.egi.eu/document/3477>

	performance (per month) and OLA target performance achieved during the reporting period based on values from EGI monitoring <sup>16</sup>	specified/requested by the customer.		
<b>Agreement Violation</b>	Agreement violation justification and a plan for service enhancement	Within 10 working days from the date of notification to/from the EGI Foundation about violation	Component Provider	Email to <b>EGI technical contact</b> together with invoice for period.

### 6.3 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 violations of the Services targets for **four months (within reporting period) or two consecutive months**, the Component Provider will provide justifications to EGI Foundation.
- 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 the 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.
- EGI Foundation will notify the supporting Component Provider in case of suspected violation via the EGI Service Desk (Section 3). The case will be analysed to identify the cause and verify the violation.

### 6.4 Escalation and complaints

For escalation and complaints (a customer complaint is a customer's expression of dissatisfaction with an EGI service, either orally or in writing), EGI Foundation contact (Section 6.1) point shall be used, and the following rules apply.

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<sup>16</sup> <http://argo.egi.eu/>

- In case of repeated violation of the Services targets for **four months (within reporting period)** or **two consecutive months**, a review of the Agreement will take place involving the parties of the Agreement.
- Customer complaints or concerns about the Service(s) provided directed to the EGI Foundation contact will be shared with corresponding Component Providers.

## 7 Information security and data protection

As defined by the EGI Default Operational Level Agreement<sup>17</sup>.

The following rules for Information Security and data protection must be enforced by the Component Provider:

- Make every effort to maximise the security level of users' data and minimise possible harm in the event of an incident. Incidents must be immediately reported to the EGI Computer Security Incident Response Team (CSIRT) according to the SEC01 procedure<sup>18</sup>.
- For the processing of access data (i.e. data related to authentication going through Check-in), the Customer's Home Organisation, EGI Foundation (the Service Provider) and the Component Providers hold the role of data controllers. As part of the authentication process, personal data is transmitted between these data controllers based on the consent of the user (data subject). In this context, and unless it has been agreed to use a different model, there is no need for having any particular data processing agreement in place.
- In the case the Customer, as a Data Controller, is processing any personal data (research data, personal data of their users or visitors) on the provided resources, EGI Foundation holds the role of Data Processor and the Component Provider the role of sub-processor. In that situation, when the Data Controller requests having a DPA signed with EGI Foundation as a processor, an additional subcontractor agreement has to be signed between EGI Foundation and the Component Provider as sub-processor.
- The Component Provider must comply with the EGI Policy on the Processing of Personal Data<sup>19</sup> and provide a Privacy Policy. This Privacy Policy can be based on the Privacy Policy template provided by the AARC Policy Development Kit (PDK)<sup>20</sup>.
- The Component Provider must enforce the Acceptable Use Policy and Conditions of Use<sup>21</sup>.
- The Component Provider must comply with all principles set out by the GÉANT Data Protection Code of Conduct<sup>22</sup> (v1.0).

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<sup>17</sup> <https://documents.egi.eu/document/2752>

<sup>18</sup> <https://go.egi.eu/sec01>

<sup>19</sup> <https://documents.egi.eu/document/2732>

<sup>20</sup> <https://aarc-project.eu/policies/policy-development-kit/>

<sup>21</sup> <https://documents.egi.eu/document/3600>

<sup>22</sup> <https://wiki.refeds.org/display/CODE/Code+of+Conduct+for+Service+Providers>

- Security incidents affecting the services described in Section 1 must be reported to [abuse@egi.eu](mailto:abuse@egi.eu) within 4 hours after their discovery and handled according to [SEC01: EGI CSIRT Security Incident Handling Procedure](#).
- The Component Provider must meet all requirements of any relevant EGI policies or procedures<sup>23</sup> and also must be compliant with the relevant national legislation. Regarding EGI requirements, please refer to the following reference documentation:
  - [EGI-doc-3015: e-Infrastructure Security Policy](#)
  - [EGI-doc-3601: Service Operations Security Policy](#)
  - [EGI-doc-2732: Policy on the Processing of Personal Data](#)
  - [EGI-doc-3600: Acceptable Use Policy and Conditions of Use](#)
  - [EGI-doc-2934: Security Traceability and Logging Policy](#)
  - [EGI-doc-2935: Security Incident Response Policy](#)

## 8 Responsibilities

### 8.1 Of the Component Provider

As defined in Resource Centre OLA<sup>24</sup>.

In addition:

- The Component Provider is responsible for monitoring of the usage and taking appropriate action to avoid overuse of resources defined in this agreement. EGI Foundation is not responsible for any costs incurred by over usage of what was otherwise defined in this agreement.
- The Component Provider shall not terminate the virtual machines without agreement with EGI Foundation.
  - Notification of resource termination shall be sent to the EGI Foundation 15 calendar days before.

### 8.2 Of the EGI Foundation

As defined in Resource Center OLA<sup>27</sup>.

In addition:

- Support coordination with other Component Providers;
- Support coordination and conflict resolution with the User;
- Support the customer with data movement in case of OLA termination.

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<sup>23</sup> [https://www.egi.eu/about/policy/policies\\_procedures.html](https://www.egi.eu/about/policy/policies_procedures.html)

<sup>24</sup> <https://documents.egi.eu/document/31>

## 8.3 Of the Customer

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

# 9 Finance and Administration

## 9.1 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).

## 9.2 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
<b>Period 1</b> 01/06/2022 – 31/12/2022	604.80€ by 30/01/2023	Component provider	Email to <b>EGI contact</b> together with proof of service delivery.
<b>Period 2</b> 01/01/2023 – 31/12/2023	1,036.80€ by 30/01/2024	Component provider	Email to <b>EGI contact</b> together with proof of service delivery.
<b>Period 3</b> 01/01/2024 – 31/12/2024	1,036.80€ by 30/01/2025	Component provider	Email to <b>EGI contact</b> together with proof of service delivery.
<b>Period 4</b> 01/01/2025 – 31/03/2025	259.20€ by 30/04/2025	Component provider	Email to <b>EGI contact</b> together with proof of service delivery.

Invoice details:

- Name: Tiziana Ferrari, EGI Foundation Director
- Address: Science Park, 140 - 1098XG – Amsterdam, Netherlands
- VAT: NL8219.84.986.B.01
- Email: [inkoop@egi.eu](mailto:inkoop@egi.eu)
- Date: [DD/MM/YYYY]
- Reference: PITHIA-NFR, number – use case info

## 10 Review, extensions and termination

As defined in Resource Centre OLA<sup>25</sup>.

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<sup>25</sup> <https://documents.egi.eu/document/31>