

<b>OWNER: DG TAXUD</b>	<b>ISSUE DATE: 22/03/2010</b>	<b>VERSION: 1.00</b>
<b>ITSM</b>  <b>Subject: Hosted Infrastructure OLA between ... and DG TAXUD</b>		
<b>FRAMEWORK CONTRACT: TAXUD/2007/CC/088</b> <b>Specific Contract: SC04</b>		
<b>Status: <i>SfA</i></b>		

## DOCUMENT HISTORY

<b>Edi.</b>	<b>Rev.</b>	<b>Date</b>	<b>Description</b>	<b>Action (*)</b>	<b>Pages</b>
0	10	01/02/2010	Accepted SC06 CQP delivered for review to DG TAXUD as part of the FQP package	I/R	As req.
0	11	05/02/2010	Accepted SC06 CQP re-delivered for review to DG TAXUD as part of the FQP package	N/A	N/A
1	00	22/03/2010	Delivered for acceptance to DG TAXUD	I/R	As req.

In agreement with DG TAXUD A4/CPT, the H-I OLA used for the FQP delivery is the one accepted as part of the SC06 CQP delivery.

Please find hereafter the SC06 CQP H-I OLA, which is the Annex 6 of SC06 CQP package.

Please note that only the filename has been renamed to match the reference to the Annex 7 of the FQP package delivery.

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<b>OWNER:</b> ITSM	<b>ISSUE DATE:</b> 06/01/2010	<b>VERSION:</b> 1.00
<p>ITSM</p> <p><b>Subject: Hosted Infrastructure OLA between ... and DG TAXUD</b></p>		
<p><b>FRAMEWORK CONTRACT: TAXUD/2007/CC/088</b></p> <p>Specific Contract: SC06</p>		
<p>Status: <i>SfA</i></p>		

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	<b>VER.: 1.00</b>
<b>DOCUMENT HISTORY</b>	

## **DOCUMENT HISTORY**

<b>Edi.</b>	<b>Rev.</b>	<b>Date</b>	<b>Description</b>	<b>Action (*)</b>	<b>Pages</b>
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INTRODUCTION	

# 1 INTRODUCTION

## 1.1 Purpose and Objectives

This Agreement outlines the terms and conditions under which ... will provide specified Services (collectively referred to as “the Services”) to DG TAXUD. The objective is to provide a basis and framework for the delivery of high quality services that meets the needs of DG TAXUD and the National Administrations i.e. all service users and SDUs.

## 1.2 Target Audience

The target audience for this document includes:

- DG TAXUD and its representatives;
- ... (Framework contract TAXUD/2007/CC/088).

## 1.3 Structure

This document is structured as follows:

- Chapter 1: *an introduction, presenting the content of the manual*
- Chapter 2: *presents the Scope of the OLA*
- Chapter 3: *Service Delivery Tracking and reporting*
- Chapter 4: *Service Support Management*
- Chapter 5: *defines the Customer Responsibilities for this OLA*
- Chapter 6: *Service Level Warrantees and Quality*
- Chapter 7: *Security considerations*
- Chapter 8: *Legal Compliance and Resolution of Disputes*
- Chapter 9: *General Considerations*
- Chapter 10: *List of Annexes*

## 1.4 Acronyms and Abbreviations

All acronyms and abbreviations are defined in the annex to the FQP [A03] Acronyms and Abbreviations.

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## 1.5 Reference Documents

<b>Ref.</b>	<b>Title</b>	<b>Publishing Organisation</b>	<b>Version</b>	<b>Date</b>
[RD1]	Service Level Management Reference Manual, TMP-REF-SLM	DG TAXUD	v1.40-EN	15/02/2008
[RD2]	ITIL Toolkit, SLA Template	Easytec Solutions	N/A	2002
[RD3]	ITIL Service Delivery, SLA Template, Annex 4D	Office of Government Commerce (OGC)	v2.2	2001
[RD4]	TEMPO SLA Template, TMP-TEM-SLA	DG TAXUD	V1.00-EN	27/02/2008
[RD5]	TEMPO Deliverables Acceptance Guide, TMP-GDL-DEA	DG TAXUD	v0.18-EN	05/09/2007
[RD6]	Technical Annex	DG TAXUD	1.00-EN	25.7.06

**Table 1.1: Reference documents**

## 1.6 Applicable Documents

<b>Ref.</b>	<b>Title</b>	<b>Publishing Organisation</b>	<b>Version</b>	<b>Date</b>
[A01]	Framework Contract TAXUD/2007/CC/088	DG TAXUD	N/A	04/05/2007
[A02]	Directive on the protection of individuals with regard to the processing of personal data and on the free movement of such data.	European Commission	95/46/EC	2005
[A03]	FQP for TAXUD/2007/CC/088	ITSM	1.02	01/02/2010
[A04]	cOLA for TAXUD/2007/CC/088	ITSM		
[A05]	Evolutionary Version of the Availability Plan For Commission IT services	ITSM	1.0	16/06/2009
[A06]	Hosted Infrastructure OLA	ITSM	1.20	17/06/2009
[A07]	Accord de prestations de services entre le DG DIGIT et la DG TAXUD	DG DIGIT	-	6/6/2001
[A08]	ITSM Security Convention (Parts 1&2)	ITSM	3 (Part 1) 5 (Part 2)	21/10/2009 29/05/2009
[A09]	ITS-IFQP-SC01-Annex 11- H-I OLA	ITSM	1.01	28/11/2008
[A10]	ITS-ICQP-SC01-Annex 11- H-I OLA	ITSM	1.00	30/10/2008
[A11]	ITS-ICQP-SC02-Annex 11- H-I OLA	ITSM	1.00	05/11/2008
[A12]	ITS-ICQP-SC04-Annex 6- H-I OLA	ITSM	1.00	21/11/2008

**Table 1.2: Applicable documents**

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## 1.7 Definitions

<b>Term</b>	<b>Description</b>
Benchmarks, targets and metrics	The agreed numeric criteria against which performance under this Agreement has to be measured.
Change control procedures	The agreed process to be followed when changes are required either to this Agreement or to the Services.
Circa	Communication and Information Resource Centre Administrator.
Commencement date	The date that the Agreement is considered to be effective. See also “Initial period” definition.
Defective or inadequate performance	The delivery of services where the performance levels do not meet agreed minimum criteria.
Disclosing party	The party who has disclosed confidential information to the other party.
Force Majeure	No Party shall be liable for any failure to perform its obligations where such failure is as a result of natural disaster (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
Initial period	The Agreement period from the commencement date to the first renewal date. See also “Commencement date” definition.
Intellectual property rights	The registered or non-registered ownership of patents, trademarks, registered design, know-how or copyright.

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ITSM/...	<p>We use indifferently ... and ITSM to designate the Consortium.</p> <p>Usually, we use ITSM for operational level and ... for contractual level.</p>
Key personnel	Those persons employed by ITSM Infra who have a key role in the delivery of the services to DG TAXUD.
Non-standard services	Those services which are customised to meet the requirements of DG TAXUD.
Operational Level Agreement	<p>An Agreement between an IT Service Provider and another part of the same Organisation. An OLA supports the IT Service Provider's delivery of IT Services to Customers. The OLA defines the goods or Services to be provided and the responsibilities of both parties. For example there could be an OLA:</p> <ul style="list-style-type: none"> <li>• Between the IT Service Provider and a procurement department to obtain hardware in agreed times;</li> <li>• Between the Service Desk and a Support Group to provide Incident Resolution in agreed times.</li> </ul>
Place of service delivery	The address or addresses where Service delivery is deemed to take place.
Problem escalation	The agreed procedure for alerting and notifying increasingly senior members of ITSM and DG TAXUD's management of the non-resolution of problems.
Problem management	The agreed procedures for providing support and problem resolution services to the Customer.
Receiving party	The party who has received confidential information from the other party.
SDU	Service Desk User i.e. anyone using the services provided by the ITSM Service Desk.

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Service availability	The times and periods ITSM Infra will make the Services available to the Customer.
Service component	A divisible and identifiable part of the overall Services to be delivered.
Service review meetings	Regular meetings that are held between representatives of DG TAXUD and the ITSM specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.
Service Level	Measure of the quality of the services provided by the ITSM Infra.
Service Level Agreement	An Agreement between an IT Service Provider and a Customer. The SLA describes the IT Service, documents Service Level Targets, and specifies the responsibilities of the IT Service Provider and the Customer. A single SLA may cover multiple IT Services or multiple Customers.
Specified services	Those Services specified in Schedule A and Schedule B of this Agreement.
Standard services	Those Services that ITSM Infra delivers to DG TAXUD and the relevant Member States without significant customisation.
Support and Service desk services	The specified support services provided by ITSM Infra to DG TAXUD and the Member States to assist their personnel to understand, operate and execute the delivered Services.
System Owner	The System Owner is a non-IT role with overall responsibility for business processes. The System Owners shall bear responsibility for the security of their information system. They shall define the security needs of the information system and the information processed therein. To this end, they shall take note of the needs expressed by Data Owners and users. The System Owners shall inform the Project

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	Leader of the security needs of the Information System. The classification assessment by the Project Leader is subject to approval by the System Owner. Furthermore, the System Owner is responsible for approving the user account requests, approving or amending the account lists, etc.
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**Table 1.3: Definition of Terms.**

## **1.8 Deviations from TEMPO**

To ease the reading of this document a separate heading have been created to outline the changes from previous version of the Hosted Infrastructure OLA The heading is under section two, named 2.5 Changes from the previous version of the Hosted Infrastructure OLA.

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<b>SCOPE OF WORK</b>	

## **2 SCOPE OF WORK**

### **2.1 Parties to the agreement**

This agreement is made between the European Commission DG TAXUD (Service Requestor) and ... (the Service Provider). The agreement covers the provision, for the services described in sections 1 to 3 of the Technical Annexe for the Framework Contract TAXUD/2007/CC/088 [A01].

### **2.2 Agreement period**

This Agreement would normally commence once the FQP is approved by European Commission's Taxation and Customs Union DG. However, since the Framework contract has been ongoing for 10 months this document is valid from SC01. The contractual SQIs activated under SC01, SC02, SC04 were monitored, reported, and the penalties that could apply are calculated.

This agreement remains valid until superseded by a revised agreement.

### **2.3 Standard Services**

Standard services to be delivered under this Agreement are as listed, described and specified in 10.1 Schedule A – Standard Services to this Agreement.

The availability, operational reliability and response times of the Services to be delivered under this Agreement are as specified in the cOLA for TAXUD/2007/CC/088 [A04].

### **2.4 Non-Standard Services**

There are no non-standard services applicable to this document.

### **2.5 Changes from previous version of the Hosted Infrastructure OLA**

No changes from previous version. For details please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09].

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### **3 SERVICE DELIVERY PERFORMANCE, TRACKING & REPORTING**

#### **3.1 Benchmarks, targets and metrics to be utilised**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

#### **3.2 Service Level Reporting**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

#### **3.3 Deliverables Acceptance Procedure**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

#### **3.4 Review Meetings between parties**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

#### **3.5 Continuity Management**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

#### **3.6 Availability Management**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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SERVICE SUPPORT MANAGEMENT	

## 4 SERVICE SUPPORT MANAGEMENT

### 4.1 Incident Response and Resolution Times

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### 4.2 Problem definition

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### 4.3 Escalation

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### 4.4 Call Issuer Management

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### 4.5 Configuration and Change Management

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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## **4.6 Request for Information, Issues and Contract Change Management**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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CUSTOMER RESPONSIBILITIES	

## 5 CUSTOMER RESPONSIBILITIES

### 5.1 Customer Personnel, Facilities and Resources

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### 5.2 Approvals and Information

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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SERVICE LEVEL WARRANTIES & QUALITY	

## **6 SERVICE LEVEL WARRANTIES & QUALITY**

### **6.1 Quality of Service**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **6.2 User Satisfaction**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **6.3 Deviations from TEMPO**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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<b>SECURITY</b>	

## **7 SECURITY**

### **7.1 Physical Access**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **7.2 Logical Access**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **7.3 Compliance with Customer Security Policies**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **7.4 Information and Data Security Measures**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **7.5 Disaster Recovery**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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<b>LEGAL COMPLIANCE &amp; RESOLUTION OF DISPUTES</b>	

## **8 LEGAL COMPLIANCE & RESOLUTION OF DISPUTES**

### **8.1 Governing Law**

Not applicable.

### **8.2 Language Conventions**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **8.3 Standards for Electronic Documents**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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GENERAL	

## **9 GENERAL**

### **9.1 Meeting Conventions**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **9.2 Entire Agreement**

Not applicable.

### **9.3 Severability**

Not applicable.

### **9.4 Changes to the Agreement**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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## **10 ANNEXES**

These annexes are a binding part of this OLA, providing additional details of agreed procedures. In addition to avoid loss of changes in the original OLA, changes done after the effective signature date are also added in annexes after the following schedules.

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### **10.1 Schedule A – Standard Services**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **10.2 Schedule B – Non-Standard Services**

There are no currently defined non-standard services; requests for these should be addressed to ITSM through the Business Thread Manager.

### **10.3 Schedule C – Service Availability**

See Schedule A – [Standard Services](#).

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#### **10.4 Schedule D – Place of Delivery**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

#### **10.5 Schedule E – Change Control Procedure**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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## **10.6 Schedule F – Service Monitoring and Performance Measurement**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

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### **10.7 Schedule G – Service Level Reporting**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **10.8 Schedule H – Support and Service Desk Services**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **10.9 Schedule I – Problem Escalation**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.

### **10.10 Schedule L – Notices**

The address and contact details for the serving of formal notices in writing to either DG TAXUD or the ... under the terms of this Agreement is as follows:

DG TAXUD	

### **10.11 Schedule M – Changes to Agreement**

Please see ITS-IFQP-SC01-Annex 11- H-I OLA [A09] for a full description, same section as this.