Between **State Agency**

Here after called "1st Party"

And

Vendor

Here after called "2nd Party"

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1. SCOPE OF SERVICE

- 1.1. List all the services that are being outsource or developed. For eg: Web hosting, web development.
- 1.2. Provide details including hardware / software if required.
- 1.3. Detail any specific compliance requirements
 - 1.3.1. Relevant legislations
 - 1.3.2. Relevant standards etc
- 1.4. Performance metrics shall be defined. E.g. Availability percentage 99.9% over a 30 day period, response/resolution times of problems/tickets raised etc.

2. EXCLUSIONS

2.1. Mention any exclusions in the scope of service

3. CONTACTS

- 3.1.2nd party should provide the contact call tree and the escalation matrix for the services it offers. On a minimum it shall provide for the following:
 - 3.1.1. Office Contact Details (Normal Working Hours)
 - 3.1.2. Contact Details of Support Personnel (Normal and After Office Working Hours)
 - 3.1.3. Contact Details of Designated Account Manager in case of Escalation (Normal and After Office Working Hours)
- 3.2. 1st party shall provide a call tree which includes point of contacts for reporting and updating routine activities, and point of contact for escalations.

4. MAINTENANCE WINDOWS

- 4.1.A maintenance window will be agreed between the two parties considering the availability requirements. It is optimum to schedule it during non-business hours or when the expected load/usage of the service is at a minimum. Usually Friday/Saturday 00:01 to 04:00 Qatar time.
- 4.2. If downtime is expected then alternate arrangement for continuous service must be made by 2nd party.
- 4.3. All planned activities shall be carried out during the maintenance window and in compliance with the Change management procedure.
- 4.4. In case of unplanned outages, a verbal approval from the 1st Party shall be deemed suitable for carrying out the necessary correctional activities.

5. TERMS AND CONDITIONS

- 5.1.2nd party is liable to follow all the security standards and policies as specified by 1st party and follow all the laws and regulation of the State of Qatar from time to time
- 5.2.2nd party must inform any changes taking place that may affect the service provided and also inform 1st party of any incidents that may affect the confidentiality, integrity or availability of the service/data provided.

- 5.3. The ownership of the data being hosted will remain with the 1st party.
- 5.4.2nd party shall not share server resources or databases allocated to 1st party with its other clients and shall take necessary precautions and implement suitable controls to protect it. This is mandatory for all websites categorized as 3+. For websites categorized as 4 and above we strongly recommend dedicated physical resources.
- 5.5.2nd party shall provide the necessary data storage space and processing capacity for the web service.
- 5.6.2nd party will provide the 1st party website with a maximum response time of ____seconds. Response time here is the time taken from the receipt of the request at the server up to the time the server completes the request. Response time of the website shall depend on the size of the site and the expected maximum number of concurrent users and the use/type of web service being given.
- 5.7.2nd party will be liable to provide necessary business continuity and disaster recovery of the service that is hosted based on the agreed Business Continuity and Disaster Recovery plans.
- 5.8. If 2nd party fails to meet the uptime requirements, then a penalty of QAR____ will be charged for every hour of missed service levels, calculated over a 30 day period.
- 5.9. Non-compliance or failure to meet the service levels for more than ____ times in 30 days, may lead to cancellation of contract. A cancellation within six months shall entail the 1st party for the refund of full money paid till date, else it will be calculated on prorate basis.

6. 1st PARTY'S RESPONSIBILITIES

- 6.1. Monitor the service levels as specified in the contract.
- 6.2. Integrate change management, incident management and all corresponding process to include the 2nd party
- 6.3. Change all user defaults and default passwords/monitor privilege account use by the service provider for maintenance purpose.
- 6.4. Ensuring that 2nd party complies with the necessary security and quality requirements as mentioned.

7. 2nd PARTY'S RESPONSIBILITIES

- 7.1. Maintain the Confidentiality, Integrity and Availability values of 1st party data and services
- 7.2. Report any incident that may affect the 1st party's data/service in terms of Confidentiality, Integrity and Availability.
- 7.3.Insert 2nd party performance requirements here. Eg: For web development: delivery of the application and ongoing maintenance support, for web hosting: uptimes and user loads.

8. INCIDENT HANDLING

- 8.1. Incident Reporting
 - 8.1.1.All reported incidents shall be logged, assigned a number for reference, and tracked for resolution.
 - 8.1.2. The POC will classify the incident's Impact Level. However the 2nd party may present its views on the same. The decision of POC from 1st party will be final and binding.
- 8.2. Incident Escalation and Resolution
 - 8.2.1. Incidents shall be addressed as per the Incident severity grid below and the target response or resolution times shall be the guidance for resolving issues.

Impact Level	Impact	Escalation (Business Hours)	Response Time	Resolution Time (Business Hours)	Resolution Time (Outside of Business Hours)
5	Critical Critical Business Impact Example: Full website is Down	Immediate	Within (2) Hours	Within (4) Hours	Within (4) Hours
4	Extremely Urgent High Business Impact Example: Certain services / functionality is not available	Immediate	Within (2) Hours	Within (4) Hours	Within (4-6) Hours
3	Urgent Moderate Business	Within (1) Hour	Within (4) Hours	Within (8) Hours	Within next business

	Impact Example: One of the service / Functionality is not available. Performance is sluggish				day
2	Medium Low Business Impact Example: Complaints from few users, interface or compatibility issues etc	Within (1) business day	Within (4) Hours	Within next business day	Within next business day
1	Low No Business Impact Example: Service is functional, but assistance is required in the configuration or use of the service	Planned Activity	As per Schedule	As per Schedule	As per Schedule

- Times for Escalation / Response and Resolution shall be decided by the State Agency considering the following factors
 - Category of the website
 - o Business continuity requirements
 - o Service Level Agreement

8.3. Escalation Procedures

- 8.3.1. Define an escalation procedure for 1^{st} party
- 8.3.2. Define an escalation procedure for 2nd party

Signed in	on this
City	Date
For and on behalf of	For and on behalf of
(1st Party)	(2nd Party)
State Agency	Vendor
Name	Name
Title	Title
Signature	Signature
2 nd Party confirms that they have revie and procedures.	wed and received a copy of the applicable policies
Name Title	
Signature	

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