CONSOLIDATION PHASE

SERVICE LEVEL AGREEMENT

VERSION 1

MADE BETWEEN

AND

FOR THE FOLLOWING SERVICE

AGREEMENT DATE

THE AGREEMENT IS MADE BETWEEN

The Provider of the PROMOTE SERVICE , known hereafter as the SUPPLIER,

---

and

the User of the PROMOTE SERVICE , known hereafter as the RECIPIENT

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - OBJECT OF THE AGREEMENT

The SUPPLIER , a partner of the GMES PROMOTE consortium – ESA contract N°…….. …….., hereby grants to the RECIPIENT the right to use free of charge the products referred to in article 2 hereof and related documentation, hereinafter called "the Products" , upon the terms and conditions described herein.

ARTICLE 2 – GENERAL

1) Both the SUPPLIER and the RECIPIENT shall be contractors of the current PROMOTE project.

2) Before signature of the agreement, each SUPPLIER shall submit the SLA to KNMI for approval.

3) This agreement only refers to non commercial ESA funded PROMOTE products (according to ESA contract no°….. Promote contract number) .

4) The validity period of this Agreement shall in any case not exceed the current PROMOTE contract duration .

5) A SLA must be signed by the corresponding SUPPLIER and RECIPIENT before any services are delivered.

6) Copies of SLAs will be collected into Dossier C7 : Service Level Agreements

7) No modification of this Agreement shall be valid unless in writing and signed by duly authorized agents by both the parties.

8) This Agreement shall be subject to the TBD Laws and to the TBD Courts…

9) This Agreement constitutes the entire Agreement. Between the SUPPLIER and the RECIPIENT with respect to the subject matter of this Agreement.

ARTICLE 3 – PRODUCTS

The SUPPLIER agrees to deliver to the RECIPIENT the following products:

List of Products……..

in full compliance with : S5 PROMOTE Service Portfolio Specification

ARTICLE 3 - SERVICE PERIOD

From ….start month/year … to ……..end month/year……

ARTICLE 4 – FREQUENCY AND DELIVERY TIME

Frequency of service : TBD (e.g : n° times/ week)

Delivery time : TBD (e.g : n° of hours after image acquisition)

ARTICLE 5 – DELIVERY MODE

Products will be delivered by TBD (e-mail, web site, post..)

ARTICLE 6 - ACCEPTANCE CRITERIA

Ordering : TBD (e.g : e-mail)
Confirmation: TBD (e.g. within 24 hours)
Cancellation: TBD (e.g : recipient must provide two week notice of cancellation)
Quality : TBD (validation type)
Acceptability Threshold : TBD

ARTICLE 7 - SUPPLIER OBLIGATIONS

1. The Supplier agrees to ensure that product specifications and quality are compliant to S5 S5 PROMOTE Service Portfolio Specification

2. The Supplier agrees to ensure that any reasonable technical support needed to fully utilize the products will be provided.

3. The Supplier agrees to supply the following training : TBD

ARTICLE 8 - RECIPIENT OBLIGATIONS

1. The RECIPIENT agrees not to use the products (or derived ones) for commercial use , but only for internal assessment and R&D. The terms of any commercial or operational use must be agreed between the SUPPLIER , the RECIPIENT and KNMI before any such use is made.

2. The RECIPIENT agrees to provide a report in the compliant format (see ESA SOW) on the utility of the service . Utility reports will be collected by the responsible PROMOTE editor into the dossier U7 Utility Reports .

ARTICLE 9 – TERMINATION

The SUPPLIER may terminate this agreement upon thirty (30) days written notice to the RECIPIENT in the event of any default by the SUPPLIER of any term contained herein.

AGREED TO BY

SUPPLIER	**RECIPIENT**
Name	Name
_____	_____
Organization	Organization
_____	_____
On this date_____	On this date_____