

GMES

TYPE 1 SLA

ESRIN/Contract no. 19366/05/I-EC



SERVICE LEVEL AGREEMENT

V8

1st June 2006

An agreement between the SUPPLIER, the RECIPIENT and the
Project Co-ordinator of *Terrafirma* services

For the processing and exploitation of a *Terrafirma* H-1 product covering

AGREEMENT DATE

SITE :

CONTACT :

ORGANISATION :



Terrafirma Service Level Agreement TYPE 1

This agreement is made between

Organisation: Email: Web:	the provider of the <i>Terrafirma</i> H-1 product, known hereafter as the SUPPLIER,
	the
Organisation: Email: Web:	the user of the <i>Terrafirma</i> H-1 product, known hereafter as the RECIPIENT,
	and
Organisation: NPA Email: ren@npagroup.com Web: www.npagroup.com	Nigel Press Associates Ltd (NPA), the Project Co-ordinator.

Introduction

This Service Level Agreement (SLA) has four functions:

- To ensure feasibility of the site for PSI processing.
- To ensure quality of the *Terrafirma* product delivered.
- To ensure a minimum level of feedback from the RECIPIENT and downstream users.
- To stimulate investment for more processing and interpretation within a country.

It is important that the limitations of the PSI technique, as described in *S5: Service portfolio specifications*, are observed when considering a site for processing. To this end, it is imperative that the SUPPLIER and RECIPIENT fully communicate before submitting this Service Level Agreement to establish the suitability of the site for processing. This should be done by discussing:

- The nature of the ground motion phenomena involved, including known rates and extents of motion.
- The availability of at least one stable ground control point for processing reference.
- The availability of validation data, e.g. levelling, GPS, benchmarking.
- The availability of other supporting data and information as appropriate, e.g. general geology, known areas of mining and gas/oil/water abstraction, airphotos, DEMs, landcover, demographics.

If agreed by the parties (including ESA) that the site nominated is suitable for PSI processing, *Terrafirma* will fund the processing of the SAR data listed below to generate an H-1 product as specified in the *Terrafirma* dossier *S5: Service portfolio specifications*, available from the *Terrafirma* website at http://www.terrafirma.eu.com/partners_only/dossiers/Supply/S5.pdf

Terrafirma will also provide the RECIPIENT €7,500 towards the horizontal and/or downstream exploitation of the product, e.g. presentations made to local and central public authorities.



The provision of a *Terrafirma* H-1 product places contracted obligations on both the SUPPLIER and the RECIPIENT of the product, as described in this document. By signing this SLA, both the SUPPLIER and the RECIPIENT agree to abide by these obligations.

Site information

Town/Site	
Country	
Contact	
Geo-Extents of PSI processing	
*ERS-1/2 SAR scenes available / from-to	
*ENVISAT ASAR scenes available / from-to	
*Total SAR scenes available for processing	

* to be completed by NPA

Justification for H-1 processing of this site

Expand boxes as necessary

<p>Reasons for site selection:</p>
<p>Information and data that will be used for validation and interpretation of the H-1 product:</p>
<p>Exploitation work to be done:</p>
<p>Sources of additional non-R&D funding to be explored:</p>
<p>Restrictions on exploitation of the output by <i>Terrafirma</i>:</p>



Preamble

- A.1: This Service Level Agreement is subject to revision by the European Space Agency.
- A.2: This SLA is concerned with the delivery of the standard 'H-1' *Terrafirma* product, this being the 'raw', but quality-controlled, geo-referenced, Persistent Scatterer InSAR output from the InSAR providers. H-1 products are made from integrations of radar data acquired by three ESA missions; ERS-1 (91-96), ERS-2 (95 - present), and ENVISAT (01 - present), giving motion measurements from 1991 to the most recent *routine* acquisition.
- A.3: The Project Co-ordinator (NPA) is responsible for the ratification of the SLA between the SUPPLIER, and the RECIPIENT before any data is ordered or processing begins.
- A.4: A copy of all ratified SLAs must be passed on to NPA within seven days of signing for compilation into the *Terrafirma* dossier *C7: Service Level Agreements*.
- A.5: The terms of the SLA are liable to revision by consensus between ESA, the *Terrafirma* User Executive Body and Operational Service Providers.

Contacts

SUPPLIER

RECIPIENT

Project Co-ordinator

Ren Capes
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+44 1732 865023

Contractual Manager

David Morten
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david@npagroup.com
+44 1732 865023

Obligations on the SUPPLIER

- B.1: **Site validation:** The SUPPLIER must be satisfied that the site is technically suitable for PSI processing by conducting a feasibility assessment in collaboration with the RECIPIENT. This must be done before submission of this Service Level Agreement to the Project Co-ordinator.
- B.2: **Service specifications:** The SUPPLIER guarantees that the product supplied fully complies with the H-1 product specifications as given in the current version of the *Terrafirma* dossier *S5: Service portfolio specifications*
http://www.terrafirma.eu.com/partners_only/dossiers/Supply/S5.pdf



- B.3: **Quality control:** The SUPPLIER agrees to ensure that the product supplied has been signed-off against the *Terrafirma* Quality Control procedure. A copy of the Quality Control sign-off will be provided along with a Processing Summary to both the RECIPIENT and *Terrafirma* Project Co-ordinator at the time of the H-1 product delivery.
- B.4: **Service availability:** The acquisition and accessibility of appropriate SAR data are the main components of the supply chain that can affect the primary availability of the service. SAR data is normally available to the SUPPLIER within 14-21 days of data ordering providing the data is already held in ESA archive (which covers all Europe).
- At all stages, the SUPPLIER agrees to keep the RECIPIENT fully informed of progress along the SAR data supply chain.
- B.5: **Delivery lead time:** The SUPPLIER agrees to make all best effort to ensure that the service is delivered to the RECIPIENT within 6 weeks from the SUPPLIER's receipt of the SAR data necessary for the processing. This is measured by progress checks implemented within the Quality Control procedure. A brief progress email will be sent to the RECIPIENT every two weeks. Any delay to the anticipated delivery date will be reported to the RECIPIENT within forty-eight hours.
- B.6: **Sale of products:** If the specified *Terrafirma* product is sold or used operationally (which is actively encouraged!), then a negotiated agreement should be made between the SUPPLIER, the RECIPIENT and the Project Co-ordinator to cover the terms and conditions of a commercial sale. As ESA have funded the initial processing and data procurement, it is expected that an element of any profits made will be re-invested in *Terrafirma* towards the processing of a new site. The Project Co-ordinator must be notified if any such sale is made.
- B.7: **Technical support:** The SUPPLIER agrees to ensure that any reasonable technical support or help is provided if needed by the RECIPIENT to fully utilise the service.

Obligations on the RECIPIENT

- C.1: The RECIPIENT agrees to conduct a technical feasibility assessment in collaboration with the SUPPLIER by way of discussion and the provision of data and information as appropriate. This must be done before submission of this Service Level Agreement to the Project Co-ordinator.
- C.2: The RECIPIENT agrees to provide back to the *Terrafirma* Project Co-ordinator the following four deliverables:
1. Product Acceptance Report. To download the Product Acceptance Report template, visit: http://www.terrafirma.eu.com/partners_only/dossiers/PAR.pdf
 2. Utility Report. To download the Utility Report template, visit: http://www.terrafirma.eu.com/partners_only/dossiers/UR_template.pdf
 3. Exploitation Report. To download the Exploitation Report template, visit: http://www.terrafirma.eu.com/partners_only/dossiers/ER_template.pdf
 4. Initial interpretation with PowerPoint.



Terms relating to Recipient deliverables:

- D.1: **Product Acceptance Report:** This form is to be completed by the RECIPIENT to check that the received H-1 product conforms to the Validation Protocol specified in dossier C5: *Validation Protocol*, available as a PDF from:
http://www.terrafirma.eu.com/partners_only/dossiers/Common/C5.pdf
- D.2: **Utility Report:** The RECIPIENT agrees to provide a report (see example and template) on the technical usefulness of the product. The purpose of this feedback is to aid the future development and refinement of the *Terrafirma* service. Utility reports will be compiled by NPA into a dossier *U7: Utility Reports* which is a deliverable to ESA.
- D.3: **Exploitation Report:** The RECIPIENT agrees to provide a report (get template from: http://www.terrafirma.eu.com/partners_only/dossiers/ER_template.pdf) on the exploitation of the H-1 product. This report should state what was done to promote, exploit, use and further expose your *Terrafirma* product to other important public and private sectors within your country to help stimulate further demand. Such entities might include national utility operators, engineering consultancies, regional development and planning agencies, environmental agencies, transport operators, extractive industries and policy validation. This activity should not be limited to entities just within the geographic area covered by the H-1 product, as the intention is to stimulate a national interest. It is expected that a minimum of three or four such contacts and presentations are made.

Please ensure to record and include 'value statements' from users for use in a second version of the *Terrafirma* Atlas (collection of results, interpretations and value statements).

- D.4: **Initial Interpretation:** It is expected that the RECIPIENT makes some effort to interpret the H-1 product with a view to explaining any ground motions observed. A brief, written Initial Interpretation, together with a supporting PowerPoint presentation must be submitted to the Project Co-ordinator within 9 months of receipt of the H-1 product.
- D.5: **€7,500 will be paid by the project to the RECIPIENT for the activities described in D3 and D4 after acceptance by the Project Co-ordinator.**

Terms of payment: The €7,500 will be paid by NPA to the RECIPIENT in a single instalment within 90 days of NPA's receipt and acceptance of the deliverables described in C1 and C4. Any non-compliance will be notified by NPA within 14 days of receipt.

- D.6: **Time-frame:** The RECIPIENT agrees to provide back the stated deliverables to the Project Co-ordinator within the following time-frames.

Deliverable	Delivery time-frame
Product Acceptance Report	within 2 weeks of receipt of H-1
Utility Report	within 9 months of receipt of H-1
Exploitation Report	within 9 months of receipt of H-1
Initial Interpretation	within 9 months of receipt of H-1

Deliverables schedule

- D.7: **Website link:** The RECIPIENT agrees to provide a link to the *Terrafirma* website from an appropriate position within their organisation's website within 3 months of receipt of the Level 1 product. An email shall be sent to the Project Co-ordinator announcing the link at this time.



- D.8: **Restrictions on use:** The RECIPIENT agrees that the H-1 product as provided is used only for non-commercial purposes. The product can be used commercially (and is encouraged), but only after the negotiation of terms between the SUPPLIER, the RECIPIENT and the Project Co-ordinator. The Project Co-ordinator shall be informed as such situations arise.
- D.9: **Credits:** The RECIPIENT agrees to include at least the following credits and logos on any product derived from the supplied H-1 product:
- The *Terrafirma* logo, and other recognition in a presentation or document that the work is part of *Terrafirma*.
 - The logo of the organisation who made the H-1 product being used.
 - ESA copyright statement for the radar data used, taking the form *ESA data copyright <acquisition year(s) of data used>*.
 - The logo of the RECIPIENT.

General terms

- E.1: **Publicising results:** ESA retain all rights to exploit the output from this project, e.g. H1 products and interpretations. These rights will extend to any data or information used or owned by the RECIPIENT (or other third parties) in their interpretation or presentation of the result if the RECIPIENT does not express precise or justified restrictions on ESA's right of use and dissemination. Any such restrictions or indeed associated terms of use should be documented and attached as Appendix 1 to this agreement prior to signature. However, please note that, in general, ESA wish to promote the *Terrafirma* service and will want to publicise results, particularly interesting interpretations which help validate the product. In such cases, permissions will always first be sort and credits given as appropriate.
- E.2: **Complaints:** In the event of any failure to meet these obligations, or any related dispute or complaint between the SUPPLIER and RECIPIENT of *Terrafirma* products, the matter should first be put before the Project Co-ordinator for resolution. Such matters should be presented by email to the Project Co-ordinator and copied to the Contractual Manager, whereby the complaint will be acknowledged immediately and then entered in the general *Terrafirma* Actions Database. All best effort will be made by the Project Co-ordinator to resolve the matter within 14 days.
- E.3: **Limits of SUPPLIER warranty:** The foregoing provisions represent the entire liability of the SUPPLIER in respect of a defective H-1 product. All other conditions, warranties of any kind, written, oral, statutory, expressed or implied by statute or common law with respect to the *Terrafirma* product including but not limited to the implied warranty of satisfactory quality, merchantability and fitness for purpose are hereby excluded.
- E.4: **Consequential damage:** The foregoing provisions state the entire obligation of the SUPPLIER with respect to the H-1 product, and in no event shall the SUPPLIER be liable in any way for any loss of profit, loss of turnover, economic or consequential loss suffered by the RECIPIENT (or any of his horizontal or downstream users) arising directly or indirectly from this contract.
- E.5: **Force majeure:** The SUPPLIER shall not be liable for any failure to perform their obligations arising from circumstances outside their control including but not limited to acts of God, war, riots, terrorist activities, civil disturbance, explosions, fire, floods, unusually severe weather,



strikes, acts of government or of any authorities, delay by suppliers, accidents and shortages of materials, labour or manufacturing facilities.

- E.6: **Arbitration:** Any dispute arising under or in connection with these conditions or the provision of a *Terrafirma* H-1 product, if unresolved by the Project Co-ordinator as in Clause D.1 above, shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party. The law of the SUPPLIER's country shall apply to this SLA, and the parties agree to submit to the exclusive jurisdiction of SUPPLIER's country's courts.

- E.7: **Termination:** If the SUPPLIER or RECIPIENT defaults in or commits any breach of any obligations to the other party, the offended party shall have the right forthwith to terminate the SLA in whole or in part. Such a termination shall not prejudice or restrict the rights or remedies of either party. In the event of termination, both the SUPPLIER and the RECIPIENT agree to pass back any data exchanged by way of this SLA.

- E.8: **Disclaimer:** With respect to any document or data provided under this SLA, neither the SUPPLIER nor the RECIPIENT, nor any of their employees, make any warranty, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product or process disclosed, or represents that its use would not infringe privately held rights or affect land or property values.

SIGNED BY

SUPPLIER
SIGNATURE

RECIPIENT
SIGNATURE

NAME

NAME

ORGANISATION

ORGANISATION

DATE

DATE

PROJECT CO-ORDINATOR

SIGNATURE

NAME

DATE

END