



CONFIDENTIAL & FINAL – 15NOV2019 **I E T F**<sup>®</sup>

## **Statement of Work # 2**

This Statement of Work #2 (“**SOW**”) is entered into effective as of this 15<sup>th</sup> day of November, 2019 (the “**Effective Date**”) by and between PANTHEON.techs.r.o. (“**Developer**”) and IETF Administration LLC (“**IETF LLC**”). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated 6 March, 2019 by and between the parties (the “**Agreement**”). Any term not defined herein shall have the meaning ascribed to it in the Agreement. This SOW must be signed by both parties to be effective.

**1. Description of Services:** Developer agrees to provide software support services described below (collectively, the “**Services**”) to IETF LLC.

### **Yang Catalog Support Services:**

Developer agrees to provide support for operating the YangCatalog.org web site services as further described in the Yang Catalog Maintenance section of the August 30, 2019 RFP available at [https://www.ietf.org/media/documents/IETF\\_Tools\\_Support\\_RFP.docx.pdf](https://www.ietf.org/media/documents/IETF_Tools_Support_RFP.docx.pdf) (“**RFP**”).

These Services include

- answering all emails sent to [yangcatalog-info@yangcatalog.org](mailto:yangcatalog-info@yangcatalog.org);
- performing mail list administration for [yangcatalog-info@yangcatalog.org](mailto:yangcatalog-info@yangcatalog.org);
- ensuring that the databases and the metadata are consistent, available and with their integrity preserved;
- acting as a technical point of contact for all metadata for YANG modules;
- applying upgrades to all the tools used by the YangCatalog.org, including pyang, confd, yanglint, and yangdump-pro; and
- fixing yangcatalog github open issues, as populated by the community, following priorities set in coordination with the IETF Tools Team.

Developer has agreed to assign one semi-senior engineer to be dedicated to these Services, which engineer will be reasonably acceptable to IETF LLC.

### **Support Services:**

Developer further agrees that the Services include any related support services by Developer key personnel who will be available to IETF LLC designees through phone, XMPP and email during business days. Urgent support request will be addressed within 1 day and routine support request will be addressed within 3 days.

Developer agrees to provide these support Services to IETF LLC at no additional cost. To the extent Developer finds IETF LLC’s support requests exceed reasonable expectations, Developer and IETF LLC designees shall work together in good faith to determine an appropriate remedy.

Developer agrees to comply with all applicable IETF LLC policies in performance of the Services.

## 2. Acceptance

When applicable, Developer will promptly provide IETF LLC with the most recent version of a deliverable upon completion. IETF LLC will test and evaluate the deliverable to determine whether it conforms to the agreed upon specifications and requirements and will provide within 45 (forty-five) days a written notice to Developer of its acceptance or of the deliverable's nonconformity specifying why and how the deliverable is not acceptable to IETF LLC. If Developer receives a notice of a nonconformity from IETF LLC, it will promptly and at no expense IETF LLC remedy the error or deficiency to ensure that the deliverable does conform to the applicable description and criteria and submit a revised deliverable to IETF LLC. IETF LLC will conduct such further tests and evaluations on the deliverable as it deems necessary and either accept or reject deliverable. If the deliverable is not accepted, Developer will at its own expense take whatever steps are required to ensure that the deliverable is acceptable to IETF LLC. If IETF LLC fails to provide any notice regarding acceptance/non-conformity to the Developer within 45 (forty-five) days from receipt of deliverables, such deliverables will be deemed accepted by IETF LLC. If Developer fails to remedy the error or deficiency within 45 (forty-five) days of initial receipt of a notice of nonconformity from IETF LLC, IETF LLC may terminate this SOW immediately upon notice to Developer.

## 3. Project Management

During the term of this SOW, Developer shall keep IETF LLC Executive Director and any specific designees of the IETF LLC informed of the status of the Services. Notwithstanding the foregoing, Developer is solely responsible for fulfilling its obligations under this SOW, and the IETF LLC designees will not be responsible for completing any work hereunder or for checking, debugging or validating Developer's work.

During both design and coding work, an easily accessible version repository must be used to commit consistent increments of design documents and working code. Acceptable repository/access methods are svn/trac, svn/code.google.com, git/github or comparable technology. Developer will use the repository at <https://github.com/YangCatalog> unless otherwise authorized by IETF LLC.

Developer agrees to write automated tests for the new code (including in Javascript, where applicable).

During both design and coding work, an easily accessible issue tracking system that integrates with the source repository shall be made available. Developer will use the issue tracker at <http://trac.tools.ietf.org/tools/ietfdb/> unless otherwise authorized by IETF LLC.

## 3. Fees:

**Daily Rate:** [REDACTED]

[REDACTED] Developer will only charge IETF LLC for time accrued on the Services, but agrees that the parties anticipate that such senior

engineer will perform the Services for 3 days a week during the term of this SOW. Developer will seek IETF LLC's prior approval before incurring additional time for the Services.

Developer shall invoice IETF LLC on a monthly basis. The Agreement and IETF policies shall dictate the terms of payment for the Services and reimbursement for expenses.

To the extent IETF LLC and Developer wish to change the scope of the Services, the parties will agree in advance to such changes in scope and any additional fees payable for such Services, if applicable.

**Expenses:**

The fees described above do not include expense reimbursement for any travel or dedicated equipment purchases. Developer will obtain IETF LLC's Executive Director's prior approval and comply with IETF LLC's Travel and Expense Reimbursement Policy for any expenses it wishes to seek reimbursement related to the Services.

The parties have agreed that IETF LLC will reimburse Developer for following expenses related to the Services, subject to the parties compliance with the IETF LLC's Travel and Expense Reimbursement Policy:

- Developer requires a dedicated staging server / VM in its premises in order to test before installing. IETF LLC will reimburse costs actually incurred by Developer for the staging server / VM.
- Developer will be required to attend at least one IETF hackathon at IETF LLC's request per year. The details about location of the hackathon are to be defined by the IETF LLC later. The cost for travel expense, accommodation, per diem, time spent, etc. for attending the hackathon, will be reimbursed in accordance with the IETF LLC's Travel and Expense Reimbursement Policy.

**4. Term:** This SOW shall be effective as of January 1, 2020 and shall remain in effect for one calendar year (through December 31, 2020), after which IETF LLC and Developer may agree in writing (email to suffice) to extend the term of this SOW for an additional period. In the event the term of this SOW extends beyond the term of the Agreement, the terms and conditions of the Agreement will remain in effect for the benefit of this SOW only.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

**IETF ADMINISTRATION LLC**

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By: Jay Daley  
Title: IETF Executive Director  
Email: exec-director@ietf.org

**PANTHEON.tech s.r.o.**

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By: \_\_\_\_\_  
Title: Executive  
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