Document of Understanding

IBM Proof of <Concept | Value> for <Customer Name>



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## Introduction

[INSTRUCTIONS TO PREPARE CONTRACT:

This template is an augmented and solution agnostic version of the Watson AIOps POC DOC in [Seismic](https://ibm.ent.box.com/s/fqkdirpfj4p9j1k1vmixual4ndbcdooz).

If you’re using the Cloud Trial Agreement change CSA to CTL below… Also send CTL 08-08-2020 with this DOU.

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If you want to refer existing cloud services agreement or passport advantage agreement that has cloud services agreement terms add details of the existing agreement here

AECI only address confidentiality and not the exchange of data for the POC.

DELETE THESE INSTRUCTIONS]

This Proof of [Concept | Value] Transaction Document (the “[POCTD | POVTD]” or “DOU”) and the terms of the [Cloud Services Agreement (“CSA”) entered into between the parties on [Agreement Date]], incorporated herein by reference (together, referred to as the “Agreement”) govern activity by which International Business Machines Corporation (“IBM”) and [Client Name] (“Client,” “you,” “your”) will collaborate on a proof of value regarding IBM [Solution] (the “Program”), as set out below (the “Project”).

The work performed under this Agreement (“Services”) will be performed at no charge to Client.

[INSTRUCTIONS TO PREPARE CONTRACT:

IF YOU ARE USING A CLOUD SERVICES AGREEMENT SIGNED BEFORE 2020 INCLUDE FOLLOWING PARAGRAPH

DELETE THESE INSTRUCTIONS]

For purposes of this Project, the Program will be installed and deployed on the IBM Cloud as a Preview service and made available for a limited time to try available functionality. Preview services are excluded from available service level agreements. A Preview service may not be covered by support and IBM may change or discontinue a Preview service at any time and without notice. Preview services are made available as-is, without warranties of any kind.

[INSTRUCTIONS TO PREPARE CONTRACT:

Only need AECI reference if base agreement does not address confidentiality**.**

DELETE THESE INSTRUCTIONS]

**Confidentiality**

The IBM Agreement for Exchange of Confidential Information (“AECI”) [AGREEMENT NO.] entered into between the parties on [AGREEMENT DATE] will govern exchanges of confidential information related to the Project. All other information exchanged will be considered non-confidential.

## Project Scope and Objective

This Project will help [Client Name] assess the viability of [Solution] to improve Client’s ability to address [Business Problem].

[INSTRUCTIONS TO PREPARE CONTRACT:

Replace this text with a description of customer pain points and business problem(s) being addressed with this proof of concept or value.

This section should be summarised to drive at the root cause of the problem as far as possible. For example, if a client states they have a visualisation problem, i.e., want to see topology of the environment, the real question is why? Have they suffered some outages and incurred excessive downtime while in a “war room” trying to figure out which layer the problem stemmed from? Are they looking to reduce downtime and improve Mean Time to Recovery (MTTR)?

Have they undertaken a project to shift to Site Reliability Engineering as a result and looking to understand how to modernise their IT operations?

The summary should include a high level of the customer’s journey so far to attempt to solve these problems.

This helps to position the correct IBM solution into the ecosystem instead of entering long and risky implementations that may not truly address the root cause or work as expected.

DELETE THESE INSTRUCTIONS]

Activities to be performed include:

* [Client Name] to provide access to data and resources to IBM as detailed under project pre-requisites
* [Solution] to [Requirement] and provide findings back to [Client Name]
* [Client Name] will work with IBM to provide feedback

Estimated Project Start Date: [START DATE]

Estimated Project End Date: [END DATE]

## Project pre-requisites

1. Client provides access to necessary resource(s) to perform the Project in accordance with the timeline detailed in this DOU.
2. Client will make sure that no sensitive or personal data is in the datasets provided to IBM.

[INSTRUCTIONS TO PREPARE CONTRACT:

Please review and change as per scope of the POC or POV. Component specific assumptions should be highlighted, e.g., data characteristics, formats, etc. These are examples for AI Mangager

1. Client to identify an application and two or three specific incidents in the application to focus on for the Project.
2. Client to provide architecture of the application under focus
3. Client to identify specific components in the application impacted by the incident and collected related logs, alerts and tickets data. Ensure that does not include Client’s customer sensitive data. Examples – orchestration, bridge, message queues, component access or monitoring
4. Client to provide two sets of data. First set to train AIOps on normal functioning of the application and second set on specific set of data based on the application that experienced identified incidents.

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## Key Assumptions

This section details the key assumptions and responsibilities for each party associated with this DOU. The success of the engagement is based on each party fulfilling their respective responsibilities.

1. Upon completion of the engagement, all IBM software under evaluation will be removed or purchased.
2. Work Hours: Normal business hours are 8:30am – 5:00pm, Monday through to Friday within respective time zones, unless changes are agreed to beforehand.
3. Installation and customization work being performed will be in the client’s non-production environment.
4. Access: IBM’s IT Specialist(s) should have access to [buildings, labs, networks, etc] as needed to perform necessary implementation and testing tasks. This access will be within the current client security guidelines but will provide IBM’s IT Specialist(s), in advance, with user IDs and access credentials to perform the IBM responsibilities and complete this engagement, provided these tasks require such access and do not violate the client’s security standards and policies.
5. The solution to be provided under this DOU is intended for demonstration and test purposes only. It is to be conducted in a test environment and is NOT to be integrated into a production environment.

## Project Deliverables and Completion Criteria

This activity will be complete when IBM has presented a demonstration of the solution to the Client executive sponsor. No code will be delivered to Client under this Agreement.

## Project Timeline

|  |  |
| --- | --- |
| DOU agreed by | <YYYY-MM-DD> |
| Hardware resources available by | <YYYY-MM-DD> |
| Environment & network access available by | <YYYY-MM-DD> |
| Software installation completed by | <YYYY-MM-DD> |
| Data source integration completed by | <YYYY-MM-DD> |
| Data ingestion completed by | <YYYY-MM-DD> |
| Use case implementation by | <YYYY-MM-DD> |
| Initial stakeholder readout by | <YYYY-MM-DD> |
| Final stakeholder readout by | <YYYY-MM-DD> |
| Project end date | <YYYY-MM-DD> |

## Applicable Persona(s)

The following <Customer Name> personas will be the target audience for the technical and non-technical readouts of use cases listed within this DOU. This table describes the relevant personas, desired user needs and goals:

|  |  |
| --- | --- |
| Persona | Objectives |
|  |  |

## Data Sources and Integrations

This section documents the agreed data sources and integrations relevant to the successful execution of the use cases contained within this DOU. It contains the nature of the data, along with any characteristics or assumptions of said data as they pertain to the ingestion needs and successful completion of the agreed use cases within this DOU.

**Inbound:**

|  |  |  |  |
| --- | --- | --- | --- |
| Data Source | Type | Persona, Data Volume & Characteristics | Network Connectivity (Internal / External) |
|  |  |  |  |
|  |  |  |  |

**Outbound:**

|  |  |  |  |
| --- | --- | --- | --- |
| Integration | Type | Persona, Data Volume & Characteristics | Network Connectivity (Internal / External) |
|  |  |  |  |
|  |  |  |  |

## Current Environment

This section should include as much detail as possible of the environment architecture, to include but no limited to:

* Infrastructure platform(s) (e.g., VMWare, AWS, Azure, …)
* Relevant application and Operating Systems
* Data sources and integrations
* Network architecture

## Use Cases and Success Criteria

|  |  |  |
| --- | --- | --- |
| Functional / Technical Objectives and Requirements with Details | Success Criteria | IBM Solution or Component |
|  |  |  |
|  |  |  |

* Success criteria must be as measurable and demonstratable as possible
* During use case definition, refer to the business problem(s) and repeatedly ask why and whether they resolve the problems seen:
  + If there is not tangible tie back the business problem(s), then remove from scope as surplus to requirements

## Proposed Environment

This section should augment the architecture diagram above with an agreed environment and network architecture considering the IBM solutions.

## Hardware and Software Requirements

This section should capture hardware, software, and other resource requirements, e.g., storage that will be needed based on the proposed environment.

## Tracking and Managing

The following meeting schedule is agreed for the scope of this DOU, to be scheduled by the IBM Client Representative, to work in conjunction with the Client Project Manager and ensure any action items are addressed in accordance with the agreed timeline:

|  |  |  |
| --- | --- | --- |
| Meeting | Agenda | Required Attendees |
| Daily scrum call until data ingestion begins | Review status, highlight and address any actions, blockers, and owners. | * IBM team * Client PM * Client IT / Network contact(s) * Client data source & integration contact(s) |
| Weekly checkpoint | Playback and review use case results and status. | * IBM team * Client PM * Client Use Case Persona Contact(s) * Client Executive Sponsor |

## Roles & Responsibilities

|  |  |  |
| --- | --- | --- |
| **Role** | **Name(s)** | **Responsibility** |
| Client Executive Sponsor |  | Act as escalation point from client side, ensure resources are committed and review status updates and final readout. |
| Client Project Manager |  | Assist with timely allocation of resources and execution of actions on client side relevant to progression of use case execution within the timelines agreed in this DOU. |
| Client Network Contact(s) |  | Support the IBM team with any network access needs relevant to use case execution within the timelines agreed in this DOU. |
| Client IT Contact(s) |  | Support the IBM team with any IT infrastructure needs relevant to use case execution within the timelines agreed in this DOU. |
| Client Data Sources & Integration Contact(s) |  | Support the IBM team with any data source and integration needs relevant to use case execution within the timelines agreed in this DOU. |
| Client Use Case Persona Contact(s) |  | Engage with IBM team and provide continuous feedback on use case results within the timelines agreed in this DOU. |
| IBM Engagement Owner |  | Schedule regular checkpoint calls detailed within this DOU, facilitate effective communication between the client and IBM teams and work with the client project manager to drive the engagement to completion within the timelines agreed in this DOU. |
| IBM Technical Specialist(s) |  | Implement software and use cases agreed within the timelines agreed in this DOU. |

## Content and Results

Client agrees thatIBM may use the results arising from the Project that do not identify Client. Client shall only provide Content that Client has a right to provide and that can be used for the purposes contemplated in this Agreement. Client will not send or provide IBM access to any personally identifiable information, whether in Content or any other form, and will be responsible for reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or the loss or disclosure of such information by IBM, including those arising out of any third-party claims.

Client also grants IBM the right to use the Content and other information for research, testing and offering development during this Project.

## Client Feedback

Client may suggest that IBM enhance IBM’s offerings and services (“Feedback”). Client is under no obligation to provide Feedback, and Client agrees IBM, or its affiliates and applicable licensors may use all Feedback and suggestions Client provides for any purposes without limitation.

## Termination of Project

Either party may, after providing a good faith effort to make the Project a success, determine that further participation in the Project is unwarranted. Either party may terminate this DOU without cause or liability to the other; provided however, that prior to Client exercising the right of termination, Client will give to IBM a reasonable opportunity to demonstrate the value of the Project.

## Governing Law

The parties agree to the application of the laws of [Country], without regard to conflict of law principles. If any provision of this Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

## Independent Parties

Each party is an independent contractor, not the other’s agent, joint venture, partner, or fiduciary, and does not undertake to perform any of the other’s regulatory obligations or assume any responsibility for the other’s business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation. Neither party will assume nor create any obligations on behalf of the other or make any representations or warranties about the other, other than those authorized.

## Notices; Complete Agreement

All notices under this Agreement must be in writing and sent to the recipient’s address on the signature page unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of this Agreement made by reliable means is considered an original. This Agreement supersedes any course of dealing, discussions, or representations between the parties.

## General

Both parties agree that the Project may not be successfully completed, and the results achieved may not be as anticipated at the outset of the Project. Any changes to either party’s operations in expectation of a successfully completed Project must be based solely on that party’s business judgment. Neither party has an obligation to provide follow-on services, support, or maintenance related to the Project unless explicitly specified in the Agreement.

**Effective Date**: last date of signature below

By signing below, the parties agree to the terms of this Agreement.

|  |  |
| --- | --- |
| Agreed to:  [Client Name] | Agreed to:  International Business Machines Corporation |
| By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized signature | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized signature |
| Name (type or print): | Name (type or print): |
| Title:  Date:  Email:  Mailing address: | Title:  Date:  Email:  Mailing address: |