Draft Service Level Agreement between ECDC and Contractor

The Contractor provides the consultancy services to ECDC in accordance with specifications that form part of Specific Contracts implementing framework contract ECDC/2009/XXX. This service level agreement is supplemental to and applies to all Specific Contracts under ECDC/2009/XXX, and in particular is agreed by the parties to apply, inter alia, to services provided by The Contractor under Specific Contracts.

1 INTRODUCTION

1.1 Purpose

The Service Level Agreement defines the mechanisms used for the management of the framework contract and the specific contracts based upon it. In addition, it gives the service level metrics and quality parameters related to the service.

This Service Level Agreement concerns all lots of the framework contract.

1.2 Scope and objectives

The present Service Level Agreement (SLA) lays down a minimum guaranteed service level.

It includes the service definition, coverage, organization, management and the service level requirements.

The general scope of this document is to define details and parameters associated with the provision and delivery of services for ICT consulting framework contract.

1.3 GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

1.3.1 Service coverage

The following services will be provided - ICT consultancy in one of these lots:

1. Network consultancy – Administration of network infrastructure by times and means
2. ICT Services – Backoffice, Frontoffice consultancy combined by times and means
3. System development and maintenance – Times and means and fixed price for COTS and Legacy applications
4. Information security – Information security, business continuity, risk assessments and audits, penetration testing on fixed price and Times and means basis
5. SAP System implementation and maintenance – Business analysis in ERP, SAP deployment and maintenance of SAP ERP and Portal
6. Biostatistics and data management

The Contractor will normally provide the services to the ECDC’s services in Solna, Sweden. As an exception, especially for quoted times and means contract providing second level support ECDC may request delivery of services outside of the usual locations of delivery, e.g. at the contractors premises.

The services are provided in English language.

In general, The Contractor personnel providing services, unless otherwise agreed in writing between the parties, for eight hours per day between 08:00 and 18:00. The Contractor personnel will be present at the premises of ECDC between 09:00 and 16:30, and shall take a lunch break between the hours of 12:00 and 14:00. Hours of service necessary to make up the full 8 hours may be supplied before 9:00, or after 16:30, according to agreement between ECDC and the contractor.

The Contractor personnel must record the hours worked in the provided time sheet.

Where The Contractor wishes to suspend the provision of services to ECDC because it has no services available for reasons of annual leave, the gap in service provision must be agreed in writing by the ECDC (project) manager responsible for the project or area in which the services are being provided. Such agreement must be sought in writing by the Contractor at least ten working days before the first day of planned absence.

1.3.2 Interfaces, roles and responsibilities

On the Contractor’s side

- The Contractor nominates a contract manager in charge of the Framework Contract. He will be responsible for all contractual relations with ECDC. The Contract Manager must be reachable by the ECDC during working hours. In case of absence, a back-up person has to be designated.
– The Contractor nominates persons authorized to sign the specific contracts under the responsibility of the contract manager.
– The Contractor has to designate a contact person, and at least a back-up person in case of absence, who will take care of all requests addressed by ECDC.
– The Contractor provides a single contact office with mail address, telephone number, postal address.
– The Contractor must communicate the list of all persons in charge of the customer’s relationship management with the services of ECDC.

On the ECDC’s side

– The ECDC Director represents the awarding authority and signs the Framework Contract and all amendments to it.
– The ECDC’s Head of Section “Finance” is responsible for all financial aspects related to the execution of the Framework Contract.
– The ECDC’s ICT manager is responsible for the technical follow-up and the quality management of the contract and will be the contact person for all procedural and reporting aspects linked with the framework and specific contracts.
– The ECDC’s project manager is responsible for the technical follow-up and the quality management of the specific contract and will be the contact person for all aspects linked with the specific contracts.

1.3.3 Validity and review process

The SLA will be part of the Framework Contract. It will be applicable from the signature of the framework contract to its end and the end of all specific contracts signed under the framework contract.

During the life of the Framework Contract, ECDC may propose changes in the Service Level Agreement. These changes cannot be in contradiction with the contract itself. Their purpose is to clarify or help the execution of the contract. They will need the agreement of the contractor. After approval, a new version will be signed by both parties and incorporated into the Framework Contract by way of an amendment.

1.3.4 Service reporting

The Contractor offering services provides quarter yearly reports to the responsible IT manager at the ECDC.
The report, with complete and accurate information at the end of the previous quarter, must be delivered at least on the end of the ongoing month.

The quarterly report will include:
- A summary of the activities.
- Data on the request processing and specific contracts from the start of the framework contract.
- The risks identified and the problems encountered.

The content and layout requirements of the report may evolve to better suit ECDC needs. This evolution, if necessary, will be handled in collaboration with the Contractor.

1.3.5 Service meetings
At least once a year a meeting between the Contractor service supervisor and the ECDC ICT manager will be carried out at ECDC premises. The Contractor service supervisor is responsible for the organization of the meeting.

It can be on a more often depending on the volume of the activities. When necessary, special meetings on a particular subject related to the execution of the contract can be asked by ECDC or the Contractor. ECDC representatives who participate depend on the purpose and the subject of the meeting.

1.3.6 Risk and problem management
When the contractor identifies a technical risk, the Contractor must report it to the ECDC ICT manager.

Examples of risks are:

- Lack of staff resource for the execution of the contract
- Lack of correct infrastructure for the execution of the contract.
- Lack of security
- Lack of knowledge or experience in specific domains
- Contractual problems with partners or subcontractors
- Change in the ownership or business activities of the Company

For each risk identified, the Contractor must inform ECDC of the strategy, actions or contingency plan he will put in place.

If a service management problem occurs (for example, no response to the requests, incorrect reporting, leaving of staff, delays in invoicing), the
Contractor must report to ECDC about the measures he will put in place to solve the problem (including the delays). ECDC will monitor the progress made by the Contractor.

1.4 CONTRACT SERVICE MANAGEMENT

1.4.1 Definition
This chapter describes the general organization of the services related to the management of the framework contract and the specific contracts.

It concerns both ordering and delivery of the services:
- the ordering process;
- The execution of the specific contracts and delivery of the work ordered.

Ordering process

The procedures described in the service requirements document apply. ECDC initiates the process by sending a Request Form to the Contractor. The Contractor sends to ECDC the receipt confirmation, the willingness to make an offer and the offer. ECDC will compare amongst the offers.

If the offer is selected by the ECDC, a specific contract is signed.

ECDC will not provide justifications for the selection / rejection of the offer.

1.4.2 Service level indicators

The following Quality Indicators are defined:

1.4.3 Ordering process
- Compliance with Receipt confirmation deadline – two working days
- Compliance with offer deadline – ten working days
- Correctness of the technical offer
- Correctness of the financial offer
- Number of revisions of the offer
- Delays for signature of the specific contract – five working days

1.4.4 Delivery process
- Compliance with the starting date
- Compliance with the delivery dates of deliverables
- Conformance of the services delivered
- Acceptance of the services delivered

1.4.5 Framework contract management

- Delay for the signature of amendments to the framework contract
- Respect of delays for reports
- Conformance and adequacy of reports
- General conformity with the framework contract modalities and conditions
- Availability for progress meetings

1.4.6 Penalties

ECDC will monitor the contract against the parameter defined above. In case of non compliance ECDC reserves the right to apply penalties or to impose liquidated damages or to terminate the contract in accordance with Article II.15 and II.16 of the framework contract. In case of 3 cases of non compliance with the Quality indicator the contractor will be excluded from the framework contract.