

# Draft Service Level Agreement (SLA)

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***Note for the usage of this document: This draft SLA should be used as basis for the SLA proposed to ECDC as part of the tender offer. In this draft the chapter 1,2,4,5,6,7 should not be changed, while chapter 3 and 8 should be changed to outline contractor's proposals. In chapter 8 the mandatory Key performance indicators cannot be amended whilst the recommended ones may be altered to some degree. In addition the contractor may propose additional Key performance indicators should doing so facilitate the implementation of the Framework Contract.***

## 1. Background

This document sets out the Service Level Agreement (SLA) between the European Centre for Disease Prevention and Control (ECDC) and [ ]. It defines the mechanisms used for the management of the framework contract [xx IT infrastructure services] (FWC) and the specific contracts based upon it. The SLA forms an integral part of the framework contract.

## 2. Scope and modification of the SLA

- a) The SLA lays down minimum service level requirements (expressed as KPI – Key Performance Indicators) and the associated procedures, as well as the applicable penalties for service failure.
- b) The SLA is based upon the current scope and operational environment of the IT infrastructure of ECDC as laid down in the tender specifications. This SLA is applicable for the provision of fixed price contracts under the framework contract [xx IT Infrastructure services].
- c) During the lifecycle of the FWC, either party may propose changes to the SLA. These changes cannot be in contradiction with the FWC itself or significantly change its purpose or relate to mandatory key performance indicators, which are non-negotiable. Such changes shall only be initiated in order to clarify or facilitate the effective execution of the FWC. Changes to the SLA may be requested by either party and implementation of such changes will require mutual agreement to be reached between parties. Such changes will not lead to the imposition of any extra costs upon ECDC.

## 3. Interfaces, roles and responsibilities

To manage the FWC the Contractor will have to assign staff to the roles/positions specified hereunder. The names and contacts of those responsible should be defined and updated in case of change:

Role	Name, email and phone number
ECDC FWC manager	
Contractor Account manager	
Contractor Account manager backup	
ECDC Frontoffice work coordinator	
Contractor Frontoffice work coordinator	
ECDC ICT BackOffice work coordinator	
Contractor ICT BackOffice work coordinator	
ECDC service manager	
Contractor service manager	
ECDC incident manager	
Contractor incident manager	
ECDC request manager	
Contractor request manager	
ECDC change manager	
Contractor change manager	
ECDC asset and configuration manager	
Contractor asset and configuration manager	
ECDC problem manager	
Contractor problem manager	
ECDC test manager	
Contractor test manager	
ECDC IT security manager	
Contractor IT security manager	

- a) The names and contacts of those responsible should be defined and updated in case of change by exchange of emails.
- b) The Contractor Account Manager is the primary point of contact between ECDC and the Contractor. He acts as the main interface with ECDC for contractual, financial matters and invoicing:
  - a. Ensure that the service delivered to ECDC remains excellent throughout the contract duration;
  - b. Handle on behalf of the Contractor all contractual matters with reference to ECDC (e.g. concerning payments, whether or not activities are performed by a subcontractor or a different consortia member);
  - c. Organise and participate in the Steering Committee and any other meetings required per the contract;
  - d. Resolve all issues related to provision of the service that were escalated to him/her;
  - e. Ensure that identified improvement actions are appropriately implemented;
  - f. Ensure that the Service Level Requirements are met.
- c) The Contractor Service Manager will be responsible for the daily management ensuring that the FWC is implemented and executed according to the SLA. The Contractor Service Manager is responsible for the operational execution of the Contractor's services which includes all planning activities as well as performance management, problem-solving and change coordination. The Contractor Service Manager will align performance to meet the FWC objectives, follow up and escalate to the Contractor Account manager should it be necessary:
  - a. Provide feedback and advice on IT strategic directions, in particular on the technical choices;
  - b. Check that the services delivered are consistent with ECDC's strategic needs;
  - c. Ensure that deliverables comply with ECDC policies, standards and guidelines, and that these are used as intended;
  - d. Ensure that internal processes related with the delivery of services are efficient;
  - e. Provide list of potential improvements of the delivery of the services when needed.
- d) The Contractor ICT BackOffice Work Coordinator and the Contractor FrontOffice Work Coordinator are responsible for organising the work shifts, task-loads and assignments to ensure they are actioned in accordance with the contract and needs of ECDC. The Contractors Process Managers should ensure adherence and smooth execution of the relevant process of the tender specifications chapter 2.2.3.
- e) When it comes to allocation of the Contractor's resources, one person can have several roles. The role holder will be the main contact for discussions on this subject. Knowledge about the process or work relating to a particular role should not be vested in one person alone therefore there must be sufficient knowledge-sharing throughout the contractor's team to avoid such an occurrence.

## 4. Management of the SLA

- a) The Steering Committee consists of representatives of both parties and is responsible for overseeing the overall implementation of the Framework Contract and the SLA.
- b) These meetings, which shall take place at ECDC, the contractor's office or via teleconference, shall review the performance of the services and aim to identify means of improvement. A standing item on the agenda will be the review of the service management reporting and the KPIs.
- c) For steering committee meetings, the contractor shall provide, maintain and review:
  1. The service management reporting in the format required by the FWC;
  2. A risks list and related management actions, including mitigation measures if appropriate;
  3. An issues list with details of actions taken in response and summary of ongoing tasks.
- d) The presence of the Contractor Service Manager or the Contractor Account Manager will be required at every steering committee meeting, unless there is good reason for absence, and the presence of other persons may be required as well, at ECDC's request.
- e) The steering committee will meet on monthly basis, preferable in the first week of the month, in order to review performance and service execution of the previous month.
- f) Any alleged breach of the SLA will be analysed by ECDC and addressed with the contractor during a steering committee meeting. Advanced notice of ECDC's intention to do so will be provided to the contractor in order that the contractor may prepare an informed response, including suggested remedial measures, to be shared during the steering committee meeting.
- g) The service level will be measured using KPIs. The mandatory KPIs will not be changed during the lifecycle of the FWC. The recommended KPIs will be reviewed at the end of the takeover period and then agreed between ECDC and the contractor.

## 5. Key performance indicators

- a) For the different work areas and processes to be undertaken in accordance with the FWC, KPIs shall be used to monitor performance and service execution.
- b) The global quality is evaluated every month. The contractor will collect the values of the KPIs and consolidate them in the service report using the template provided by ECDC.
- c) Every three (3) months, during the relevant steering committee meeting, it will be evaluated if the service quality is deemed to be as expected or to define an action plan to improve the service quality should failings have been identified.
- d) During the first two (2) months of the provision of the services (takeover period), the KPIs will be monitored without application of penalty points. After that period, the quality of services provided by the contractor will be strictly evaluated based on the KPI criteria.
- e) KPIs are defined per work area and per processes. If the work area is composed of several services, some indicators may be valid for all the services whereas others may be specific to each service.
- f) Each indicator can be defined by attributes which detail different aspects of the relevant indicator, as follows:
  1. Code / identifier
  2. Name / Title
  3. Class / Activity / Service
  4. Definition / description
  5. Estimation frequency
  6. Reporting frequency
  7. Measurement method / procedure

- 8. Target / Threshold
- 9. Penalty points (PP) and retention time /maximum consequence
- g) The *mandatory* key performance indicators listed under chapter 8 List of key performance indicators are non-negotiable and will be included in the SLA. These mandatory KPIs cannot be changed during the lifecycle of the FWC.
- h) In addition a number of *recommended* key performance indicators are listed under chapter 8 List of key performance indicators. ECDC recommends that these be included in the SLA. These recommended KPIs will be reviewed at the end of the takeover period and their inclusion in the SLA will be dependent upon the agreement reached between ECDC and the contractor.

## 6. Penalty point system on the Key performance indicators

Without prejudice to Article II.15, 16 and 17 in the General Conditions of the FWC and other remedial action ECDC reserves the right to take according to the Tender Specifications, penalties may be applied in accordance with the following:

- a) If a KPI is not met, penalty points shall apply. The total penalty points incurred give an indicator of the overall performance of the contractor.
- b) The penalty points indicate the need for performance improvement in that area and a thorough analysis shall be undertaken by the contractor and solutions proposed to ECDC to remedy the problem. The contractor will include the figures for the penalty points in the service report.
- c) Depending on the number of penalty points incurred, different consequence shall follow:

Penalties points sum of a certain month	Consequences
0-10	Review in monthly steering committee to identify improvement actions
10-15	Reduction of the monthly service in this monthly fee by 3%
16-17	Reduction of the monthly service in this monthly fee by 8%
18	Possible termination of the FWC

- d) Should more than 10 penalty points be incurred in a month, the contractor’s monthly service fee, due to be paid in respect of this particular month, will be reduced by 3%. If the sum of penalty points exceeds 15 points, the reduction of the monthly fee will be 8%. In case the total value of penalty points totals 18 or higher, ECDC will fully review the situation and without prejudice to Articles I.11 in the Special Conditions and II. 18 in the General Conditions of the FWC, may consider termination of the FWC should an alternative remedy not be possible.

## 7. Service management reporting

- a) Any incident, problem, change or service request must be reported through the ECDC standard IT Service Management Tool with a ticket. Reporting on SLA compliance is done using data obtained from this ticketing system from the contractors as well from ECDC for verification. The values of the service management tool fields are therefore very important and set the foundation for the service management reporting.
- b) Service management reports are produced by the Contractor's Service Manager and provided to the responsible service manager at ECDC. Monthly reporting on the service management activities is required and needs to cover all aspects related to service management. The service management reports shall be in the format provided by ECDC and include the following details:
  1. Service level reporting such as availability of the services and each of the components of the service
  2. SLA indicator and breaches;
  3. Service volumetrics (such as number of service requests, change requests, incidents);
  4. Processing times (e.g. average, maximum, standard deviation of service requests);
  5. Top categories for changes, requests and incidents;
  6. Major incidents and root-cause analysis outcomes;
  7. Service improvements and initiatives;
  8. Service trends (e.g. comparison of the above over time).

A template for the desired minimum level of reporting is available in Technical annex 8 Draft service reporting template.

- c) ECDC may require additional reporting on any relevant aspect associated with the delivery of services and reserves the right to request such reports, to be provided by the contractor as soon as reasonably possible.
- d) Services reporting will be based on the template provided by ECDC. This can be subject to amendment during takeover, if appropriate and both parties agree, and can be revised periodically following steering committee meetings, in accordance with section 2 c) above.



## 8. List of Key performance indicators

Indicator for the Takeover phase

Code / Identifier	Mandatory or recommended	Name / Title	Class / activity / service	Definition / description	Reporting estimation frequency	Measurement method / procedure	Target / threshold	Penalty points (PP)
Ta-01	Mandatory	Offer integrity 70%	Quality	ECDC expects that the team included in the offer (as CVs) is available for the service implementation with the understanding that a certain level of staff turnover can be expected. So at least 70% of the offered team should be available.	Once, first report	number of staff proposed available for service / number of total proposed team	<70%	6 PP
Ta-02	Mandatory	Offer integrity 40%	Quality	ECDC has the expectation that the proposed team of the offer is largely available for the service implementation with the understanding that a certain level of staff turnover can be expected. Should less than 40% of the proposed team not be available ECDC may consider cancelling the contract.	Once, first report	number of staff proposed available for service / number of total proposed team	<40%	18 PP
Ta-03	Mandatory	Final version of SLA	Quality	At the end of the takeover phase a final version of the SLA should be agreed between the contractor and ECDC	Once In monthly report	ECDC acceptance of the final SLA and template for the monthly report.	100%	18 PP

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Indicators for contract governance

Code / Identifier	Mandatory or recommended	Name / Title	Class / activity / service	Definition / description	Reporting estimation frequency	Measurement method / procedure	Target threshold	Penalty points (PP)
Go-01	Mandatory	Monthly report	Contract	The monthly report should be sent within 5 working days after the end of the month	Monthly	Monthly report received by email on fifth working day of the month	< 5 working days	2 PP
Go-02	Recommended	Service improvement proposals	Quality of service	The contractor shall come up with at least one service improvement proposal per 3 month	Quarterly / Monthly	Approval of the proposal be reported in the service management meeting	≥ 3 / month	1 PP
Go-03	Mandatory	customer satisfaction	Satisfaction	ECDC Satisfaction Scores by the process and contractor managers listed in chapter 3 Interfaces, roles and responsibilities	Monthly / monthly	Justified evaluation from ECDC contract and process managers (1 best to 5 worst out of 5, score must be justified if 4 or 5).	≥ 3 points	18 PP
Go-04	Recommended	Availability for meeting	Quality of service	The contractor should be available for planned meeting	Monthly / monthly	Number of meetings with full attendance of contractor's staff in planned meetings for all meeting per month / number of meetings per month	>80%	3 PP
Go-05	Recommended	End user satisfaction	Satisfaction	Random service feedback requested to end users after incident management / request fulfilment		To be defined during takeover phase		

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Indicator for human resources

Code / Identifier	Mandatory or recommended	Name / Title	Class / activity / service	Definition / description	Reporting estimation frequency	Measurement method / procedure	Target threshold	Penalty points (PP)
HR-01	Mandatory	Training	Quality	Number of training days per person assigned to the contract over the reported year according to demand and the needs of ECDC, or to the proactive initiative of the contractor.	Annually / monthly	Number of training days per person over the reported year. Taken into account in the yearly report.	≥ 3 days per year per staff	1PP per missing training day
HR-02	Recommended	Seating used	Quality	Seating places in ECDC for the provider should be used.	Monthly	Number seats used per day during the month / number of seats times number of working days	<90%	4 PP
HR-03	Recommended	Seating rotation	Quality	The contractor is expected to rotate staff on a regular basis, in relation to working onsite/offsite. From the 5 seats ECDC expects rotation of 4 of them, on 14 days cycle.	Monthly	Minimum 7 seat rotations per month.	<7 seat rotations	2 PP
HR-04	Mandatory	Staff turnover per case	Quality	Team stability is key success factor. Thus ECDC expects a stable team to be provided for the service delivery.	Monthly	For each case of staff turnover triggered by the contractor or requested by ECDC for quality reasons	n/a	10 days free of charge for the handover and 10 days free of charge for the takeover

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HR-05	Mandatory	Staff turnover per year	Quality	Team stability is key success factor. Thus ECDC would like to have a stable team for the service delivery.	Annual in monthly report	Number of staff exchanged / per full last year of service	<8 changes	18 PP
HR-06	Mandatory	New staff provisioning	Quality	A new profile should be proposed within 10 working days after an ECDC formal request	Monthly	Time difference between the moment when request was sent and answer received (for example email date/time stamp)	≤ 2 weeks	3PP

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Indicators on Communication and documentation

Code / Identifier	Mandatory or Recommended	Name / Title	Class / activity / service	Definition / description	Reporting estimation frequency	Measurement method / procedure	Target threshold	Penalty points (PP)
CD-01	Mandatory	Service reporting	Communication	The provider will provide figures to the monthly dashboard on availability, number of incidents, resolution compliance and other information, as per the agreed service management report template.	Monthly	Delay of dashboard figures input beyond 5 WD / batch of items delivered	< 5 working days	1PP
CD-01	Mandatory	Major incident reports	Communication	Major incident reports for system outage and security incidents should be provided within 3 days of the incident.	Monthly / per case	Delay of incident report provided per incident beyond 3 working days	<3 days	1PP
CD-03	Mandatory	Data accuracy	Quality of service	Data accuracy in service report	Monthly / monthly	Number of errors in service report discovered by ECDC (ev. with support from external QA provider)	>1 error detected	2PP per detected error

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Indicators in the Process area Asset management

Code / Identifier	Mandatory or optional	Name / Title	Class / activity / service	Definition / description	Reporting estimation frequency	Measurement method / procedure	Target threshold	Penalty points (PP)
AS-01	Mandatory	Asset registration	Asset registration	New equipment should be registered in the CMDB and asset labelled latest within 10 working days from goods receipt (asset labels)	Annually / monthly	Delay of asset registration beyond 10 WD / batch of items delivered	< 10 working days	1PP per delayed working day
AS-02	Recommended	Asset registration	Full asset audits biannual	Twice per year (with at least a 4 month period in between) a full asset audit of all IT asset should be performed.	Monthly	Asset audit report including all CI items. Time between audits.	>4 month <8 month	2PP per delayed month

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Indicators for the process area Service catalogue management

Code / Identifier	Mandatory or recommended	Name / Title	Class activity / service	Definition / description	Reporting estimation / frequency	Measurement method / procedure	Target / threshold	Penalty points (PP)
CA-01	Recommended	Catalogue tasks updates	Service catalogue	The tasks for troubleshooting and request fulfilment should be maintained and updated.	Monthly	At least every second month one task description for troubleshooting or request fulfilment task description should be updated.	< 2 month	1PP
CA-02	Recommended	Catalogue management	Service catalogue	The service catalogue should be kept up to date and at least twice per year with at least 4 month in between a review of the catalogue should be done.	Monthly	Meeting minutes of the catalogue review meeting with update of the catalogue as agreed in the meeting.	>4 month <8 month	1PP per delayed month

Indicators for the process area change management

Code / Identifier	Mandatory or recommended	Name / Title	Class activity / service	Definition / description	Reporting estimation frequency	Measurement method / procedure	Target threshold	Penalty points (PP)
CM-01	Mandatory	Quality	Change management	System changes should be done in controlled manner, so either via a standard change or an authorised request for change or direct authorisation by ECDC.	Monthly	Number of changes without authorisation	< 0	18 PP
CM-02	Recommended	Quality	Change management	Change implementation should be performed within the targets commonly agreed in the steering committee.	Monthly	Number of changes processed in time per month / total number of changes per month	90%	1PP per delayed change implementation

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The indicators for the process area incident management:

Code / Identifier	Mandatory or recommended	Name / Title	Class / activity / service	Definition / description	Reporting estimation frequency	Measurement method / procedure	Target / threshold	Penalty points (PP)
IN-01	Recommended	Call answering target	Responsiveness	Measure the time a customer's call takes to be answered, including ringing time, before the agent answers the phone.	Monthly / monthly	Measured through the automatic call distribution system.	85% of calls answering ≤ 10 sec.	1PP per 1% below target
IN-02	Recommended	E-mail answering target	Responsiveness	Measure the time a customer's message is queued before being picked up by an agent.	Monthly / monthly	Difference between the reception time of the email and the creation time of the ticket.	85% of emails queued ≤ 1h.	1PP per 1% below target
IN-03	Mandatory	Incident prioritization	Consistency	All tickets (incident or request) need to be assigned a priority according to a fixed set of characteristics and depending on impact and urgency. Measure the amount of reprioritizations.	Monthly / monthly	Amount of tickets (incident or request) which are reprioritized.	≤ 5%	1PP per 1% below target
IN-04	Recommended	Escalation delay	Timeliness	Assignment to other support groups after analysis of incident and update of incident details.	Monthly / monthly	Difference between the creation time of the ticket and the escalation time to other support groups.	< 25% of incident deadline	1PP per 1% below target
IN-05	Recommended	First Call Resolution Rate	Quality	Rate of calls resolved by 1st line on the phone.	Monthly / monthly	Percentage of all incoming phone calls resolved immediately without any reassignment whatsoever.	≥ 30%	1PP per 1% below target
IN-06	Mandatory	First Line Resolution Rate	Quality	Rate of calls resolved by 1st line on all incoming tickets (phone, mail, etc...).	Monthly / monthly	Percentage of all tickets opened by 1st line that was solved by them.	≥ 50%	1PP per 1% below target
IN-07	Mandatory	Resolution delay	Timeliness	Number of tickets (incident or request) for which the deadline for resolution has been exceeded.	Monthly / monthly	Difference between the initial deadline and the resolution time for all tickets (incident or request). It must respect the fulfilments deadlines per priority.	≤ 10%	1PP per 1% below target

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IN-08	Mandatory	Reopen tickets	Quality	Number of tickets (incident or request) reopened after being closed: that means that a solution has been proposed but refused by the end user.	Monthly / monthly	Number of tickets which are reopened.	≤ 5%	1PP per 1% below target
IN-09	Recommended	Average call acknowledge	Responsiveness	Call dispatching require regular review of new requests and incidents. The incidents assigned to the group Frontoffice / ICT Backoffice should be assigned to an analyst within 1 hour during working hours.	Monthly / monthly	Number of tickets in queue for group more than 1 hour per month / Total number of tickets assigned to group per month	<10%	1PP per 1% below target
IN-10	Recommended	Escalation delay	Timeliness	Assignment to other support groups after analysis of incident and update of incident details.	Monthly / monthly	Tickets that need escalation should done within <50% of incident deadline.	≥ 90%	1PP per 1% below target
IN-11	Mandatory	On-call answering rate	Responsiveness	All calls to the standby duty outside office hours should be answered or if not called back within 30 min.	Monthly / monthly	Number of standby duty calls answers directly or called back with 30 min / total number of standby calls	100%	1PP per call not answered within 30 min

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Indicators for the work area Frontoffice:

Code / Identifier	Mandatory or recommended	Name / Title	Class activity / service	Definition / description	Reporting estimation / frequency	Measurement method / procedure	Target / threshold	Penalty points (PP)
FO-01	Mandatory	Welcome of newcomers	Timeliness	For each newcomer, a contact by phone should be performed to verify that everything is going well with their equipment and tools access, to teach them where to find information and to help them if needed.	Monthly / monthly	Resolution of the call associated to the arrival of each newcomer.	100% in an interval of 7 working days after the official date of arrival.	1PP per call not resolved in time
FO-02	Recommended	Audio-visual	Quality	Daily control of rooms and audio-visual equipment.	Monthly / monthly	Use an attendance (or sign-off) sheet to verify that a daily control has been performed.	≥ 95%	1PP per WD routing not performed

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Indicators for the work area ICT Backoffice

Code / Identifier	Mandatory or recommended	Name / Title	Class activity / service	Definition / description	Reporting and estimation frequency	Measurement method / procedure	Target threshold	Penalty points (PP)
BO-01	Mandatory	Availability	Operation	Hosted applications and technical services planned availability between 8h00-18h00 on working days	Quarterly	System center monitoring tool	≥ 99.50 %	1PP per 0,2% below the target
BO-02	Mandatory	Availability	Operation	Hosted application planned availability 24h/24 7days/week	Quarterly	System center monitoring tool	≥ 99.00 %	N/A
BO-03	Mandatory	Messaging Service availability	Operation	Services available (excluding. planned interventions, factors beyond control of contractor)	Monthly	System center monitoring tool	99,5% monthly	2PP per 0,1% below the target
BO-04	Mandatory	Active Directory Service availability	Operation	Services available (excluding. planned interventions, factors beyond control of contractor)	Monthly	System center monitoring tool	99,5% monthly	1PP€ per 0,1% below the target
BO-05	Recommended	Network drives availability	Operation	Services available (excluding. planned interventions, factors beyond control of contractor) between 8h00-18h00 on working days	Monthly	System center monitoring tool	99,5% monthly	2PP€ per 0,1% below the target
BO-6	Recommended	Requests for installation	Quality of service	a request for installation of an application should be fulfilled within 5 days after the testing being completed successful (if not agreed differently).	Monthly	Time difference between the moment when application was successfully tested and fulfilled (date/time stamp in service desk ticket)	<5 working days	1PP per supplementary working day

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BO-7	Recommended	Requests for testing tasks	Quality of service	A request for change for an application (functional or technical) should be registered in the service desk tool within 6 hours	Monthly	Average only: time difference between the moment when request was sent and answer received (for example email date/time stamp)	6 working hours	1PP if average > 4 working hours
BO-8	Recommended	Test report	Quality of service	Every completed test must have a test report	Monthly	Number of tests without test report / number of total test per month	<10%	2 PP if >10%
BO-9	Recommended	Time in test	Quality of service	Testing of an application release should be done within a time limit. Average days in testing of RFC in testing phase should be less than 4.	Monthly	Average days in testing per month for all releases per month	<4	1 PP if >4
BO-10	Recommended	Bugs after test	Quality of service	There should be no bugs found in production related to integration that were not detected during testing phase.	Monthly	Bugs found in production related to integration that were not found in test.	<2 / month	1PP per each bug <2 per month