

Tender Specifications for Software Development Services Framework Service Contract: Technical Annex D – Draft Service Level Agreement

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A. Background

Applies to all contractors:

1. This document sets out the Service Level Agreement (SLA) between the European Centre for Disease Prevention and Control (ECDC) and [Contractor]. It defines the mechanism used for the management of the framework contract [xx Software Development Services] (FWC) and the specific contracts and the order forms based upon it. The SLA forms an integral part of the framework contract.

B. Scope

Applies to all contractors:

2. The SLA lays down minimum service level requirements (expressed as Key Performance Indicators, KPIs) and the associated procedures, as well as the applicable penalties for service failure.
3. The SLA is based upon the current scope and operational environment of the ECDC software development and maintenance as laid down in the tender specifications.
4. 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. Such changes shall only be initiated in order to clarify, facilitate the effective execution of the FWC or ensure that they remain relevant. 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.

C. Interfaces, roles and responsibilities

Applies to all contractors:

5. To manage the FWC, ECDC and the Contractor will have to assign personnel to the roles/positions specified hereunder:

Role / Position:	
ECDC	FWC manager
ECDC	FWC manager backup
Contractor	Account Manager
Contractor	Account Manager backup
ECDC	Service Manager
ECDC	Service Manager backup
Contractor	Service Manager
Contractor	Service Manager backup
ECDC	Third line support coordinator
Contractor	Third line support coordinator
ECDC	IT Security Officer
Contractor	IT Security Officer ¹

¹ Note that it is not mandatory for the Contractor's IT Security Officer to meet any of the profiles defined in Technical Annex C (Profile listing). The Contractor is free to assign this role to the best possible person as long as the "General requirements for all profiles" (Technical Annex C) are fulfilled. The IT Security Officer does not need to be member of the service delivery team.

For each IT Product:	
ECDC	Solution Architect
ECDC	Product Manager
Contractor	Technical Lead
For each New Software:	
ECDC	Project Manager
Contractor	Project Manager

6. The names and contacts of those responsible should be defined and updated in case of change by exchange of emails.
7. 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. In addition he is responsible to:
 - 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 Monthly Bilateral Meetings;
 - 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.
8. The Contractor's Service Manager will be responsible for the daily management ensuring that the FWC is implemented and executed according to the SLA. For this purpose, he shall be aware of and understand ECDC's IT strategy, long term needs and technical architecture and infrastructure. The Contractor's Service Manager is furthermore 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's Service Manager will align performance to meet the FWC objectives, follow up and escalate to the Contractor's Account Manager should it be necessary.

The Contractor's Service Manager is responsible to:

- 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.
9. 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.

D. Management of the SLA

Applies only for the Maintenance Contractor:

10. Management of the services delivered as part of the framework contract will be governed by means of two separate meetings:

a. The **Steering Committee Meeting** have the following terms of reference:

Purpose:	Oversee the overall implementation of the Framework Contract; Create long-term contractual and business relationship with effective communication on roadmaps and strategic vision; Provide supervision and stewardship; Establish ownership and control; Formal review of service performance and eventual penalties; Monitor and control risks related to the Framework Contract;
Authority:	Decision making body – highest escalation point: Enable efficient escalation and decision making of problems and risks.
Timing and location:	Quarterly meeting (preferable in the second week of the first month of the quarter) at ECDC or via video/telephone conference. Ad-hoc meetings can be organised as needed.
Members:	Consists of representatives of both parties. The presence of the Contractor Account Manager and the Contractor Service Manager will be required unless there is good reason for absence. Participation of other persons may be required as well.
Chair:	ECDC FWC manager
Secretariat responsibility:	Contractor Account Manager
Documentation:	Pre-meeting: <ul style="list-style-type: none"> - Service report - Meeting agenda - Meeting presentation Post-meeting: <ul style="list-style-type: none"> - Minutes of meeting <i>The listed draft documents shall be communicated to ECDC at least three (3) working days before the meeting, and at most five (5) working days after the meeting. All documents will be accepted by ECDC, after the meeting, as per the Acceptance Mechanism described in the tender specifications (section 2.4.12, Acceptance Mechanism) with the parameters $D1 = D2 = D3 = \text{three (3) working days}$. $T0$ is the date of receiving the draft minutes of the meeting.</i>

b. The **Monthly Bilateral Meeting** have the following terms of reference:

Purpose:	The review of the monthly Service Report, e.g. ongoing activities, risks and issues, consumption and status; The review of the overall priorities and the ensured appropriate planning and resource optimisation; The analysis of service measurements to identify and follow-up improvement actions.
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	Review escalation requests (see 2.3.3 in the tender specification, Work stream: Basic Maintenance) and agree on final outcome.
Authority:	Coordinating body with informal authority. Formal topics must be escalated to the Steering Committee.
Timing and location:	Monthly meeting (preferable in the first week of the first month of the quarter) via video/telephone conference.
Members:	ECDC FWC Manager ECDC Service Manager Contractor Account Manager Contractor Service Manager
Chair:	ECDC FWC Manager
Secretariat responsibility:	Contractor Account Manager
Documentation:	Pre-meeting: - Service report Post-meeting: - Minutes of meeting <i>The listed draft documents shall be communicated to ECDC at least two (2) working days before the meeting, or at most three (3) working days after the meeting. All documents will be accepted by ECDC, after the meeting, as per the Acceptance Mechanism described in the tender specifications (section 2.4.12, Acceptance Mechanism) with the parameters D1 = D2 = D3 = three (3) working days. T0 is the date of receiving the draft minutes of the meeting.</i>

Applies only for the 2nd and 3^d ranked contractors:

11. Management of the services delivered as part of the framework contract will be governed by means of a **Steering Committee Meeting** that:
 - a. Consists of representatives of both parties and is responsible for overseeing the overall implementation of the Framework Contract. The presence of the Contractor Account Manager will be required unless there is good reason for absence. Participation of other persons may be required as well.
 - b. Take place on an annual basis (preferable in the month following the anniversary of the FWC) at ECDC or via video/teleconference. Ad-hoc meetings can be organised as needed.
 - c. Have the following objectives:
 - i. Oversee the overall implementation of the Framework Contract;
 - ii. Understand the needs of ECDC;
 - iii. Create long-term contractual and business relationship with effective communication on roadmaps and strategic vision, and;
 - iv. Monitor and control risks related to the Framework Contract.

12. For the duration of a New Software, management of the services delivered as part of the Specific Contract will be governed by means of a **Project Contractor Meeting** with the following terms of reference:

Purpose:	<p>Ensure the successful execution of the project;</p> <p>The review of the monthly Service Report, e.g. ongoing activities, risks and issues, consumption and status;</p> <p>The review of the overall priorities and the ensured appropriate planning and resource optimisation;</p> <p>The analysis of service measurements to identify and follow-up improvement actions.</p>
Authority:	Decision making body for the Specific Contract.
Timing and location:	Monthly meeting (preferable in the first week of the first month of the quarter) via video/telephone conference.
Members:	Consists of representatives of both parties. The presence of the Contractor Service Manager will be required. Participation of other persons may be required as well.
Chair:	ECDC Project Manager
Secretariat responsibility:	Contractor Project Manager
Documentation:	<p>Pre-meeting:</p> <ul style="list-style-type: none"> - Service report (if applicable) - Meeting agenda - Meeting presentation <p>Post-meeting:</p> <ul style="list-style-type: none"> - Minutes of meeting <p><i>The listed draft documents shall be communicated to ECDC at least three (3) working days before the meeting, and at most five (5) working days after the meeting. All documents will be accepted by ECDC, after the meeting, as per the Acceptance Mechanism described in the tender specifications (section 2.4.12, Acceptance Mechanism) with the parameters $D1 = D2 = D3 = \text{three (3) working days}$. $T0$ is the date of receiving the draft minutes of the meeting.</i></p>

Applies to all contractors:

13. 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 to allow the Contractor to prepare an informed response, including suggested remedial measures, to be shared during the Steering Committee meeting.

E. Implementation of Key Performance Indicators

Applies to all contractors:

14. For the different areas to be undertaken in accordance with the FWC, KPIs shall be used to monitor performance and service execution.
15. The Contractor is responsible to evaluate the quality by collecting and analysing the values of the KPIs and consolidate them in the service report based on an agreed template.

16. The Global Quality Indicator (GQI) is defined as the number of active penalty points at the end of each month. Expired points (i.e. past the "moving window") is excluded.
17. Each indicator can be defined by attributes which detail different aspects of the relevant indicator, as follows:
 - a. Code – Unique identifier;
 - b. Name – Short and descriptive phrase;
 - c. Measurement objective – Describes the purpose of the indicator;
 - d. Area – Describes the area for which the indicator apply;
 - e. Definition (incl. clear metrics) – Defines how the indicator is calculated;
 - f. Measurement period – Defines the period based on which the indicator is calculated (1 month unless otherwise specified);
 - g. Measurement method / procedure – Describes how data is collected, stored and analysed, as well as how and how often the reporting is performed. Any manual steps must be clearly described;
 - h. Target – The result of the indicator in an ideal scenario, i.e. no penalties apply;
 - i. Limit – The minimal level of quality expected, i.e. penalties apply when the level of quality is below the limit threshold;
 - j. Breach consequence – The penalty applied in case the level of quality is below the limit (in Penalty Points).

Applies only for the Maintenance Contractor:

18. During the takeover period (incl. the post-takeover "grace period"), the relevant 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.
19. ECDC reserves the right to re-take control of one of more activities, at any time during the Framework Contract, in case the service performance is below the expected level.

F. Penalty point system on the Key Performance Indicators

Applies to all contractors:

20. Without prejudice to Article II.15, II.16 and II.17 in the General Conditions of the FWC and other remedial action, ECDC reserves the right to take penalties 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. If a KPI is not met, the Contractor is expected to conduct a root cause analysis (incl. proposed improvement actions) and present the result in the next Steering Committee meeting for a joint assessment. The final root cause analysis report will be updated by the Contractor and accepted by ECDC. The contractor will include the figures for the penalty points in the service report.

- c. Depending on the number of penalty points incurred (cumulative in a moving window of 90 calendar days), different consequence shall follow:

Penalty level	Cumulated penalty points	Consequences
1	1-14	The Contractor performs a root cause analysis and presents the results to ECDC. Review in Steering Committee meeting (or other SLA management meeting as needed) to identify improvement actions.
2	15-24	Penalty level 1 + The Contractor adds 0.5 full time equivalent (FTE) to the service delivery team with insufficient level of quality, at no additional cost for ECDC, until the Contractor can demonstrate to ECDC that the level of quality is recovered. As an alternative, ECDC may request the Contractor's replacement of key personnel in case this will address the quality problem.
3	25-34	Penalty level 2 + <u><i>Applies only for the Maintenance Contractor:</i></u> Reduction of the contracted annual cost (current Feb-Jan period) for Basic Maintenance (third line support and corrective maintenance) by 5 %. ² <u><i>Applies only for the 2nd and 3rd ranked contractors:</i></u> Non-inclusion in the next reopening of competition for the New Software work stream.
4	≥ 35	Penalty level 3 + Without prejudice to Articles I.11 in the Special Conditions and II. 18 in the General Conditions of the FWC, ECDC may consider partial or full termination of the FWC should an alternative remedy not be possible.

- d. In the invoice, penalties shall be itemized and clearly attributed to the service (element) in question.

G. Service management reporting

Applies only for the Maintenance Contractor:

21. Service Reports with complete and accurate information at the end of the previous month are produced by the Contractor's Service Manager and handed over, at the latest on the 16th of the ongoing month, to the ECDC FWC Manager and any other by ECDC named stakeholder(s).

² In case a previous penalty has already reduced the annual cost of Basic Maintenance, then an additional 5% will be taken. Example: The Contractor has reached penalty level 3 once in Q1 and the annual cost for Basic Maintenance has been reduced by 5%. If the Contractor again reaches penalty level 3 in Q3 then the total reduction of the annual cost will be 10 %.

Applies only for the 2nd and 3^d ranked contractors:

22. An annual Service Report with complete and accurate information are produced by the Contractor's Account Manager and handed over, at the latest on the 16th of the month of the FWC anniversary, to the ECDC FWC Manager and any other by ECDC named stakeholder(s).
23. In addition, for the duration of a New Software Specific Contract, a monthly Service Report with complete and accurate information at the end of the previous month are produced by the Contractor's Service Manager and handed over, at the latest on the 16th of the ongoing month, to the ECDC FWC Manager, ECDC Project Manager and any other by ECDC named stakeholder(s).

Applies to all contractors:

24. Monthly reporting on the service management activities is required and needs to cover all the aspects related to Service Management.
25. The Contractor is responsible to implement measures to provide an objective collection and reporting of data related to the KPIs. The collection shall be automated, where possible. The data collected shall provide sufficient details to measure compliance of a KPI. The Contractor's data collection and reporting procedures shall be documented and be made available to ECDC.
26. ECDC will review and accept the Service Report as per the Acceptance Mechanism described in the tender specifications (section 2.4.12, Acceptance Mechanism) with the parameters D1 = D2 = D3 = three (3) working days, and where T0 is the date of receiving the Service Report.
27. Services reporting will be based on the template provided by ECDC.
28. 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 without delay.
29. ECDC reserves the right to make unannounced visits to the Contractor's premises to audit the information provided in the service report (or other deliverables). This visit may be executed by a third party contracted by ECDC. The Contractor is expected to support the audit and give accurate feedback to requests. Audits may also be performed remotely by requesting clarifications in written communication. The Contractor is expected to respond to such requests without delay and no later than within five (5) working days.

H. Generic targets

Applies to all contractors:

30. The following response and resolution targets are defined in regards to third line support:

Third Line Support (TLS) Response and Resolution Targets

Priority	Response Target	Resolution Target
1	1 hour	3.5 hours
2	1 hour	7.5 hours
3	2 hours	25 hours
4	4 hours	45 hours
5	4 hours	55 hours

The targets are based on a working day between 09:00 and 17:00 on ECDC working days.

The time starts when a ticket is assigned for third line support (the first time in case of "bouncing tickets").

The ticket response is considered fulfilled when the ticket has been reviewed by the Contractor's dispatcher, and the ticket has been assigned as appropriate.

The ticket resolution is considered fulfilled when the ticket status has been updated to "Resolved" or "Needs development".

31. The following response and resolution targets are defined in regards to corrective maintenance:

Corrective Maintenance (CM) Resolution Target

Severity	Business Impact Priority (BIP) for IT product	Resolution Target (Normal)	Resolution Target (Defect logged during warranty period)
Critical	High	2 calendar day	2 calendar day
Critical	Non-high	2 working day	2 working day
High	Any	10 working days	5 working days
Medium	Any	40 working days	20 working days
Low	Any	60 working days	30 working days

The time starts when the defect has been validated by ECDC.

The ticket resolution is considered fulfilled when the Contractor sends the release package to the Infrastructure Contractor.

The targets do not take the time of the day into account, i.e. a critical defect logged on day N should be resolved the following day (N+1) regardless on the time of the logging or the resolution.

32. The following targets are defined in regards to corrective maintenance:

Corrective Maintenance (CM) Defect Target

Business Impact Priority (BIP) for IT product	Target critical severity defects	Target high severity defects
High	0 defects	2 defects per calendar year
Other BIPs	0 defects	5 defects per calendar year

Medium and low severity defects are not subject to the CM Defect Target.

I. Key Performance Indicators

Each KPI specifies separately to which contractors it applies.

The following indicators constitute the minimal quality and will result in penalties if the limit is breached.

Id	Area	Description	Measurement objective
KPI-01	Ordering process	Number of faults in the ordering process	Ensure an effective and efficient ordering process.
KPI-02	Deliverables	Respect of the deadline for normal deliverable – Formal Acceptance	Ensure that the Contractor respects agreed deadlines for normal deliverables (i.e. not related to PHE, nor otherwise agreed urgent).
KPI-03	Deliverables	Respect of the deadline for urgent / PHE deliverable - Formal Acceptance	Ensure that the Contractor respects agreed deadlines for deliverables related to PHE, or otherwise agreed urgent.

KPI-04	All work streams	Number of Release Packages sent for System Integration Test, third party testing or Acceptance Test (i.e. test iterations) per software release	Ensure that the Contractor is proactive in the efforts to verify and validate the release prior to sending it for post-release testing. This will ensure a smooth and efficient process.
KPI-05	Basic Maintenance / Third line support	Total resolution time (in working hours) for tickets assigned for third line support (per priority)	To ensure that the Contractor implements third line support efficiently, and that no ticket is left unnoticed by the Contractor.
KPI-06	Basic Maintenance / Corrective maintenance	Total resolution time (in days) for defects as part of corrective maintenance (per severity, per warranty vs. normal operations)	To ensure that the Contractor implements corrective maintenance efficiently, and that defects are followed up and resolved as per ECDC's expectation.
KPI-07	Basic Maintenance / Corrective maintenance	Number of critical / high severity defects reported as part of corrective maintenance (per IT Product, per severity)	To ensure that IT Products hold an acceptable quality in the production environment.
KPI-08	Takeover	Respect of deadline in completing the Takeover within the foreseen Take-over period (per IT Product)	To ensure that the Contractor implements the takeover process efficiently.
KPI-09	HR	Changes in personnel (turnover) to the core service delivery team during the reporting period	To ensure that the core service delivery team is stable over time, and that knowledge built up over time stays in the team, i.e. avoiding "brain drain".
KPI-10	HR / Service Stability	Availability of the key personnel	To ensure that the Contractor is giving appropriate attention to ECDC as well as ensuring continuity in communication with ECDC.
KPI-11	Continuous improvement	Quality of the Continuous Service Improvement process implementation	To ensure that the Contractor implements the Continuous Service Improvement process well.

Code:	KPI-01
Name:	Number of faults in the ordering process
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor, <input checked="" type="checkbox"/> 2 nd and 3 rd ranked contractor
Area:	Deliverables
Definition:	KPI = Number of faults in the reopening process Refer to Technical Annex L to the tender specifications for the definition of fault
Measurement period:	1 month (Jan, Feb, ...)
Target:	0 faults
Limit:	0 faults
Breach consequence:	5 PP per severe fault 2 PP per normal fault
Breach example(s):	1 normal fault – 2 PP 2 normal faults – 4 PP 1 severe fault – 5 PP 1 severe and 1 normal fault – 7 PP

Code:	KPI-02
Name:	Respect of deadline for normal deliverable
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor, <input checked="" type="checkbox"/> 2 nd and 3 rd ranked contractor
Area:	Deliverables
Definition:	KPI = DATEDIFF(DAY, Actual T3, Agreed T3) T3 defined as the time for "Formal Acceptance" in the tender specification (section 2.4.12, Acceptance Mechanism)
Measurement period:	Measured per deliverable. Reported every month (Jan, Feb, ...).
Target:	0 delay
Limit:	5 working days
Breach consequence:	1 PP per deliverable and week late for a Release Package (Deliverable D2.8) 1 PP per deliverable otherwise
Breach example(s):	<i>1-5 working day(s) late – 0 PP</i> <i>6-10 working days late – 1 PP</i> <i>11-15 working days late – 2 PP (Release Package) / 1 PP (otherwise)</i> <i>16-20 working days late – 3 PP (Release Package) / 1 PP (otherwise)</i> <i>...</i>

Code:	KPI-03
Name:	Respect of deadline for urgent / PHE deliverable
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor, <input checked="" type="checkbox"/> 2 nd and 3 rd ranked contractor
Area:	Deliverables
Definition:	KPI = DATEDIFF(DAY, Actual T3, Agreed T3) T3 defined as the time for "Formal Acceptance" in the tender specification (section 2.4.12, Acceptance Mechanism) A PHE deliverable is any deliverable related to a Public Health Emergency. A deliverable is defined as urgent in the Request for Service.
Measurement period:	Measured per deliverable. Reported every month (Jan, Feb, ...).
Target:	0 delay
Limit:	1 working day
Breach consequence:	1 PP per working day late
Breach example(s):	<i>1 working day late – 0 PP</i> <i>2 working days late – 1 PP</i> <i>3 working days late – 2 PP</i> <i>4 working days late – 3 PP</i> <i>...</i>

Code:	KPI-04
Name:	Post release test failure
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor, <input checked="" type="checkbox"/> 2 nd and 3 rd ranked contractor
Area:	All work streams
Definition:	KPI = Number of times a particular release (Release Package) is sent / resent for System Integration Test, third party testing or Acceptance Test (i.e. test iterations) per software release
Measurement period:	Measured per release. Reported every month (Jan, Feb, ...).
Target:	1 test iteration
Limit:	2 test iteration
Breach consequence:	3 PP per iteration (after iteration 2, i.e. from iteration 3, 4, etc.)
Breach example(s):	<i>Contractor prepares a 1st release package</i> - 1st test iteration: Testing identifies issues requiring a new release package – 0 PP <i>Contractor corrects and prepares a 2nd release package</i> - 2nd test iteration: Testing identifies issues requiring a new release package – 0 PP <i>Contractor corrects and prepares a 3rd release package</i> - 3rd test iteration: Testing identifies issues requiring a new release package – 3 PP <i>Contractor corrects and prepares a 4th release package</i> - 4th test iteration: Testing identifies issues requiring a new release package – 6 PP ...

Code:	KPI-05
Name:	Respect of third line support resolution target
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor, <input checked="" type="checkbox"/> 2 nd and 3 rd ranked contractor
Area:	Basic Maintenance / Third line support
Definition:	<p>$T = \text{TIMEDIFF}(\text{HOURS}, \text{Time of ticket assigned to Contractor for third line support (first time)}, \text{Time of ticket re-assigned to non-Contractor stakeholder or time of resolving the ticket}^3)$</p> <p>$KPI = 100 * (\text{Number of tickets where } T \text{ meets TLS Resolution Target}) / (\text{Total number of tickets})$</p> <p>Only the time when the ticket is assigned to the Contractor will be included in the calculation of the measure.</p> <p>For “bouncing tickets” (i.e. when the same ticket is assigned for third line support multiple times), the T is comparing the time of the first assignment with the time of the last assignment / resolve. T is cumulative, i.e. the total (cumulative) time is considered.</p>
Measurement period:	1 month (Jan, Feb, ...)
Measurement method / procedure:	Data collected in the Service Desk (responsibility of the Infrastructure Contractor). Report extracted from the same database.
Target:	100 % as per TLS Resolution Target
Limit:	90 % as per TLS Resolution Target
Breach consequence:	1 PP per 10 % below the limit
Breach example(s):	$90 > KPI \geq 80 - 1 \text{ PP}$ $80 > KPI \geq 70 - 2 \text{ PP}$ $70 > KPI \geq 60 - 3 \text{ PP}$...

³ A ticket is considered resolved when the status is set to Resolved or Needs Development.

Code:	KPI-06	
Name:	Respect of defect resolution target	
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor, <input checked="" type="checkbox"/> 2 nd and 3 rd ranked contractor	
Area:	Basic Maintenance / Corrective maintenance	
Definition:	<p>KPI = DATEDIFF(DAYS, Date of ECDC verifying the defect work item in the Source Control Versioning and Work Item Management (SCV/WIM), Date of the Contractor sending the release package for Infrastructure Change Management)</p> <p><i>Note: The Contractor and ECDC can agree to "stop the clock" in case the defect is blocked by impediments outside the control of the Contractor. This is proposed by the Contractor as soon the impediment has been identified.</i></p>	
Measurement period:	Measured per defect. Reported every month (Jan, Feb, ...).	
Target:	As per CM Resolution Target	
Limit:	As per CM Resolution Target	
Breach consequence:	<p><u>High severity & BIP:</u></p> <p>1 PP per defect and calendar day late</p> <p><u>Other combinations:</u></p> <p>1 PP per defect late</p> <p><i>Note: Penalties are only applied when there is sufficient money left in the specific contract for Basic Maintenance to address and fix the defect in question.</i></p>	
Breach example(s):	<p><u>High severity & BIP:</u></p> <p>1 calendar day late – 1 PP</p> <p>2 calendar days late – 2 PP</p> <p>3 calendar days late – 3 PP</p> <p>...</p>	<p><u>Other combinations:</u></p> <p>1 working day late – 1 PP</p> <p>2 working days late – 1 PP</p> <p>3 working days late – 1 PP</p> <p>...</p>

Code:	KPI-07	
Name:	Severe defects reported as part of corrective maintenance	
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor, <input checked="" type="checkbox"/> 2 nd and 3 rd ranked contractor	
Area:	Basic Maintenance / Corrective maintenance	
Definition:	KPI = Number of critical and high severity defects, per product, being logged based on a ticket assigned for third line support, and validated by ECDC in the Source Control Versioning and Work Item Management (SCV/WIM).	
Measurement period:	1 year	
Target:	0 defects	
Limit:	As per CM Defect Target	
Breach consequence:	<p>1 PP per defect (above CM Defect Target)</p> <p><i>Note: In order to avoid that the Contractor are penalised for defects taken over and not introduced by them, no penalty will be applied within the first calendar year following the Takeover (transfer of responsibility). This note does not apply to New Software.</i></p>	
Breach example(s):	<p><u>High BIP:</u></p> <p>1-2 high severity defects – 0 PP</p> <p>1 critical severity defect – 1 PP</p> <p>3 high severity defects – 1 PP</p> <p>4 high severity defects – 2 PP</p> <p>1 critical and 4 high severity defects – 3 PP</p> <p>...</p>	<p><u>Other BIPs:</u></p> <p>1-5 high severity defects – 0 PP</p> <p>1 critical severity defect – 1 PP</p> <p>6 high severity defects – 1 PP</p> <p>7 high severity defects – 2 PP</p> <p>1 critical and 7 high severity defects – 3 PP</p> <p>...</p>

Code:	KPI-08
Name:	Respect of takeover completion
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor
Area:	Takeover
Definition:	KPI = DATEDIFF(DAYS, date of actual transfer of responsibility of an IT Product, date of agreed transfer of responsibility of an IT Product)
Measurement period:	Measured per takeover. Reported every month (Jan, Feb, ...).
Target:	0 delay
Limit:	5 working days
Breach consequence:	1 PP per week late
Breach example(s):	<i>1-5 working day(s) late – 0 PP</i> <i>6-10 working days late – 1 PP</i> <i>11-15 working days late – 2 PP</i> <i>16-20 working days late – 3 PP</i> ...

Code:	KPI-09
Name:	Core service delivery team continuity / turnover
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor
Area:	HR
Definition:	<p>KPI = Number of core service delivery team members leaving the team during the last six months</p> <p>Long-term leaves of core service delivery team members is included in the KPI.</p> <p>Core service delivery team members leaving the team as per ECDC request shall be excluded from the indicator.</p>
Measurement period:	6 months moving window (i.e. the previous six months when evaluating the KPI)
Target:	0 changes
Limit:	2 persons changed / replaced
Breach consequence:	2 PP per person changed / replaced (above limit)
Breach example(s):	<i>1 person changed / replaced within the measurement period – No penalty</i> <i>2 person changed / replaced within the measurement period – No penalty</i> <i>3 person changed / replaced within the measurement period – 2 PP</i> <i>4 person changed / replaced within the measurement period – 4 PP</i> <i>5 person changed / replaced within the measurement period – 6 PP</i> ...

Code:	KPI-10
Name:	Availability of key personnel
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor
Area:	HR / Service Stability
Definition:	<p>$KPI = 100 * (\text{Number of meetings}^4 \text{ where the Account Manager and Service Manager, depending on meeting terms of reference, is present}) / (\text{Total number of meetings}^4)$</p> <p>The use of alternate / backup personnel is defined as non-presence.</p> <p>If the meeting terms of reference stipulate the presence of both the Account Manager and Service Manager and only one participates, it is defined as non-presence.</p>
Measurement period:	1 quarter (Q1, Q2, Q3, Q4)
Target:	100%
Limit:	70%
Breach consequence:	1 PP per 10 % below the limit
Breach example(s):	<p>$70 > KPI \geq 60 - 1 \text{ PP}$</p> <p>$60 > KPI \geq 50 - 2 \text{ PP}$</p> <p>$50 > KPI \geq 40 - 3 \text{ PP}$</p> <p>...</p>

Code:	KPI-11
Name:	Quality of the Continuous Service Improvement process implementation
Applies to:	<input checked="" type="checkbox"/> Maintenance Contractor, <input checked="" type="checkbox"/> 2 nd and 3 rd ranked contractor
Area:	Continuous improvement
Definition:	<p>$KPI = \text{Number of faults in the measurement period}$</p> <p>The following situations are considered a fault:</p> <ul style="list-style-type: none"> - The Contractor does not meet ECDC's expectation of performing, at minimum, one regular service review and reporting the results to ECDC during the measurement period. The assessment report must describe, at minimum, one improvement action. - The Contractor does not perform a root cause analysis as described in the tender specification (section 2.4.16). Each breach is considered as a separate fault. - The Contractor does not follow up an audit recommendation within the deadline. - The Contractor does not follow up an agreed improvement action within the deadline. - The Contractor reports Key Performance Indicators or Service Indicators with incorrect data. Each incorrect indicator is considered a separate fault.
Measurement period:	1 quarter (Q1, Q2, Q3, Q4)
Target:	0 faults
Limit:	1 fault
Breach consequence:	2 PP per fault
Breach example(s):	<p><i>1 fault in the measurement period – 0 PP</i></p> <p><i>2 faults in the measurement period – 2 PP</i></p> <p><i>3 faults in the measurement period – 4 PP</i></p> <p>...</p>

⁴ [Steering Committee, Monthly Bilateral, Service Review]