

Annex VIII to Invitation to Tender
GSA/OP/01/12- "IT Hardware Acquisition Channel"

Draft Service Level Agreement

By and between,
The European GNSS Agency, hereinafter referred to as the "GSA" or the Party, set up by Council Regulation (EC) No 912/2010 of 9 November 2010 located at:

56, Rue de la Loi
B-1049 Brussels
Belgium

Represented, for the purpose of the signature of this Service Level Agreement, by Mr Carlo des Dorides, Executive Director,

and,

_____ hereinafter referred to as the "Contractor" or the Party,
whose registered office is at:

[Official address in full]

Represented, for the purposes of the signature of this Service Level Agreement, by

[Title and name in full and function of company representative authorised to sign the agreement]

together referred to as "the Parties"

Whereas the contract GSA/OP/01/12 for IT Hardware Acquisition Channel requires from the Contractor a high quality of service;

Whereas the GSA's ability to perform its assigned tasks without interruption depends on the reliability and in-time performance of the Contractor's services;

Considering the need to safeguard the GSA against insufficient performance of the supply services and;

Aiming to provide an incentive to the Contractor to perform the supply services to the best of his abilities.

Have concluded the following Service Level Agreement to govern the performance of services under the above referenced Framework Supply Contract:

1. Objectives of the Service Level Agreement

- (1) This Service Level Agreement (SLA) shall govern the performance of the services to be provided under the Framework Service Contract GSA/OP/01/12 and any specific order there under (jointly referred to as “the Contract”).
- (2) The objective of the SLA is to provide a clear guideline for the performance of the supply service, namely by determining the roles and responsibilities of the Parties, allowing clear and effective channels of communication, determining the minimum levels of service availability and the penalties for underperformance, defining measures for effective claims, determining reporting standards as well as the rules for initial dispute settlement prior to mediation.

2. Roles and responsibilities

2.1 Contact person - general

- (1) In order to provide for a clear and effective flow of information between the Parties in the performance of the tasks under the Contract the following persons shall act as General Contact:

General Contact - to be filled in by the tenderer	
Name	
E-Mail	
Telephone	

General Contact - to be filled in by the GSA	
Name	
E-Mail	
Telephone	

- (2) The General Contact shall ensure that all information of relevance for the Contract are forwarded to the responsible person in the organization of its respective Party, in particular but not limited to the account and service manager, without delay.
- (3) The Parties shall inform each other by effective means prior to any change in the contact details or the replacement of their General Contact.

2.2 Contact person – Account and Service Manager

- (1) In order to provide for a clear interface for all contractual, billing, technical and operational matters the Parties determine the following person(s) to act as account and service manager:

Account and Service manager - to be filled in by the tenderer	
ContactPerson1 (mandatory)	
Name	
E-Mail	
Telephone	
Contact Person2 (optional)	
Name	
E-Mail	
Telephone	
Contact Person3 (optional)	
Name	
E-Mail	
Telephone	

Account and Service Manager - to be filled in by the GSA	
ContactPerson1 (mandatory)	
Name	
E-Mail	
Telephone	
Contact Person2 (optional)	
Name	
E-Mail	

Telephone	
Contact Person ³ (optional)	
Name	
E-Mail	
Telephone	

- (2) The Account and Service Manager shall ensure that all contractual, billing, technical and operational matters are taken care of without delay and in the interest of uninterrupted service provision. He shall further ensure that any other information relevant to the performance of the Contract is forwarded to the responsible person in the organization of its respective Party without delay.
- (3) In case of more than one Account and Service Manager appointed by a Party and/or in case of split responsibilities, that Party shall clearly communicate to the other the exact area of responsibilities of each Account and Service Manager appointed.
- (4) The Parties shall inform each other by effective means prior to any change in the contact details or the replacement of their Account and Service Manager.

3. Service availability and penalties

- (1) The Contractor shall ensure that the services as offered in his tender in Annex II A.- Technical Tables of Answers in Table 4 (b) – Further qualitative evaluation criteria are met for the entire duration of the Framework Service Contract and any specific contract there under.
- (2) The Contractor shall inform the GSA without delay of any circumstance which may result in an underperformance or non-availability of services subject to the first paragraph. The Parties shall then consult with each other on how to avert any negative effect on the performance of the Contract.
- (3) In case of any underperformance or non-availability of services described as Trigger Event in the table below, the following rules for imposing penalties against the Contractor shall apply:

Trigger Event	Penalty
The Contractor fails to be available during his service hours, i.e. the telephone line was busy more than _____ times during the service hours and within one calendar month (provided that between the calls at least 2 minutes pass). Service hours: _____.	500 EUR for each underperformance

The Contractor fails to confirm an order within the indicated time-period of _____.	500 EUR for each underperformance
The Contractor fails to deliver an ordered product to the premises in Prague within the indicated time-period of _____.	2 percent in EUR of the product net value
The Contractor fails to deliver products from one of the following vendors provided such vendor manufactures the respected product: <ul style="list-style-type: none"> • APC • Apple • Cisco • Dell • Ebeam • HP • Logitech • Nokia • Polycom _____ _____	2 percent in EUR of the product net value offered by the manufacturer
The Contractor does not replace a defect product within the given warranty of _____ provided such product or an equivalent or a secondary product is still available on the market. The Contractor would have to proof the non-availability.	Value of the product.
The Contractor fails to report to the GSA incidents of this SLA within one (1) calendar day of the incident.	500 EUR for each underperformance

Different Trigger Events resulting from the same cause shall be treated individually and cumulative for the purpose of imposing penalties. The value of the resulting sum of penalties imposed shall not exceed twenty (20) percent of the sum of all purchased products in the respective calendar year.

- (3) The GSA may set off any amount subject to a penalty imposed on the Contractor under this SLA against any unpaid amount invoiced by the Contractor.
- (4) A penalty invoked by the GSA under this SLA shall not affect, limit or in any way prejudice the GSA's right to claim further damages and/or compensation for loss based on the same or any

other Trigger Event leading to the penalty in question. The liquidated damages clause of the Framework Supply Contract shall remain unaffected.

4. Dispute Settlement Procedure

In case of any dispute between the Parties on the service availability and/or the application of penalties subject to section 3 of this SLA the Parties shall try to settle the dispute amicably within a period of **10 workdays (in Belgium)** before any of them may submit the matter to meditation or the competent court under the rules of Article I.7 of the Framework Service Contract.

5. SLA validity and review process

- (1) The Parties shall continuously monitor the validity and practicality of this SLA during the term of the Contract.
- (2) Any Party may approach the other with a request to change the provisions of this SLA in order to comply with any change of practical circumstances. The Contractor shall commit to any change of the SLA requested by the GSA as long as the change would not constitute a substantial additional burden or would endanger his obligation to effectively perform his tasks as required under the Contract. The GSA shall commit to any change of the SLA requested by the Contractor as far as permissible in view of the restrictions of contract changes under public procurement rules and compatible with its interests in the effective performance of the Contract.
- (3) Any changes to the SLA shall be made in writing and shall become effective at the day of signature by both Parties.

For the Contractor,

[Company name/forename/surname/function]

signature[s]: _____

Done at [Brussels], [date]

For the GSA,

Carlo des Dorides, Executive Director

signature: _____

Done at [Brussels], [date]

In duplicate in English.