

Annex IX to Invitation to Tender
GSA/OP/02/12- "Removal services for the GSA"

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 "Framework 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/02/12 for Removal Services for the GSA requires from the Framework Contractor a high quality of service;

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

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

Aiming to provide an incentive to the Framework Contractor to perform the removal 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 Service 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/02/12 and any specific contract 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 removal 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 and change management, 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 Desk Details

- (1) The Framework Contractor shall provide a Service Desk providing support activities including:
 - a) incident management;
 - b) change request management;
 - c) support in configuration and usage of the services.
- (2) For the above purposes the Service Desk shall be available during workdays in the country of origin and the country of destination of the specific move as defined in the specific contract as the case may be at least from 9 am to 17 pm. .
- (3) Incident management provided by the Service Desk for the purpose of this SLA is understood as:
 - a) accidents of employed vehicles during the removal
 - b) substantial delays (+2 h) during any removal
 - c) damage to any equipment/furniture/documents subject to removal
 - d) any incident implying a risk to security and confidentiality of the removal objects
 - e) any other incident affecting the performance of the services
- (4) Change requests for the purpose of this SLA is understood as:
 - a) changes to the agreed schedule

- b) changes to performance obligations/parameters in particular changes to the amount and/or substance matter of items to be removed
- c) changes to the organization of work

(5) Support in configuration and usage of the services for the purpose of this SLA is understood as:

- a) coordination of arrival/departure times
- b) coordination of access to GSA facilities
- c) parking of removal vehicles (including permissions)
- d) practical facility support of GSA required by the Framework Contractor (e.g. electricity, elevators, stairways)
- e) any other information requested by the GSA for the purposes of executing the removal services

4. Reporting methodology and details

(1) Incidents shall be reported to GSA without any delay and no later than within 1 hour after the Framework Contractor has become aware of the incident. The reporting shall include, without limitation:

- ü the type of incident,
- ü the location of the incident,
- ü any damage to removal objects (kind of damage, type and number of objects etc.),
- ü resulting or potential consequences on the performance of the removal services,
- ü resulting or potential consequences on security and confidentiality of the removal objects.

(2) The Service Desk shall provide subsequent information on the incident and the actions taken by the Framework Contractor in regular intervals of max. 1 h, depending on the severity of the incident and its consequences on the performance of the services.

(3) The Service Desk shall inform GSA without delay in case the incident is terminated.

(4) Incident reporting shall be made first by telephone/mobile followed by a written reporting via e-mail.

(5) Change request shall be communicated in writing via e-mail.

(6) General support in the configuration and usage of the service shall generally be given by telephone. GSA may ask for a confirmation of the information/support given in writing via e-mail.

5. Service availability and penalties

(1) The Framework Contractor shall ensure that the services as offered in his tender in Annex II A.- Technical Tables of Answers in Table 2 (b) 3 Technical and professional capacity – technical equipment and professional expertise are available within 10 workdays (at place of origin of the

move) of placing a specific contract for removal and related services for the entire duration of the Framework Service Contract and any specific contract there under.

- (2) The Framework 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) The Framework Contractor shall ensure that the Service Desk as under section 3 of this SLA is available for the entire duration of the Framework Service Contract and any specific contract there under.
- (4) The Framework Contractor shall ensure that the reporting requirements as under section 4 of this SLA are followed for the entire duration of any specific contract placed under the Framework Service Contract.
- (5) 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 Framework Contractor shall apply:

Trigger Event	Penalty
<p>Service Desk:</p> <ul style="list-style-type: none"> (a) fails to report to the GSA incidents as under section 4 (3) of this SLA within one (1) calendar day of the incident, or (b) fails to implement within two (2) workdays (at place of origin of the move) change requests within the limits of the services to be provided in accordance with Table 2 (b) 3 of the Technical Table of Answers as part of the Framework Contractor's tender, or (c) fails to reply within two (2) workdays (at place of origin of the move) to a request for support in configuration and usage of the services as under section 5 (5) of this SLA, <p>resulting in a delay of the schedule agreed for the performance of the move subject to the specific contract.</p>	<p>Value of specific contract related to the Trigger Event (if any) multiplied by 0.05 per every twelve (12) hours the schedule agreed for the performance of the move subject to the specific contract is delayed.</p>
<p>Service availability:</p> <p>Unavailability of any services as offered in Annex II A.- Technical Tables of Answers in Table 2 (b) 3 following 10 workdays (at place of origin of the move) after placing the specific contract resulting in a delay of the schedule</p>	<p>Value of specific contract related to the Trigger Event (if any) multiplied by 0.05 per every twelve (12) hours the schedule agreed for the performance of the move subject to the specific contract is delayed.</p>

agreed for the performance of the move subject to the specific contract.	
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Different Trigger Events resulting from the same cause shall be treated individually and cumulative for the purpose of imposing penalties. Penalties imposed in relation to a specific contract shall not exceed twenty (20) percent of the specific contract's value.

- (3) The GSA may set off any amount subject to a penalty imposed on the Framework Contractor under this SLA against any unpaid amount invoiced by the Framework 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 Service Contract shall remain unaffected.

6. 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.

7. 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 Framework 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 Framework 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 Framework Contractor,

For the GSA,

[Company name/forename/surname/function]

Carlo des Dorides, Executive Director

signature[s]: _____

signature: _____

Done at [Brussels], [date]

Done at [Brussels], [date]



In duplicate in English.