



## **Service Level agreement**

**Between**

**CAVAN AND MONAGHAN EDUCATION TRAINING  
BOARD**

**and**

Click or tap here to enter text.

**relating to**

**THE SUPPLY, DELIVERY AND COMMISSIONING OF  
COMMERCIAL CATERING EQUIPMENT**



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## 1 THE SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) documents the agreement between

**Cavan and Monaghan Education and Training Board** of Click or tap here to enter text. (“the Client”) and

Click or tap here to enter text.of Click or tap here to enter text.(“the Service Provider”)

in relation to

the provision of Click or tap here to enter text.

The objectives of this SLA are to:

- Provide a guide on the day-to-day operation of any contract.
- Establish a detailed common understanding of the services to be delivered by the Service Provider and the Client’s expectations for each aspect of the contract
- Define a system of objective service level monitoring
- Provide a system for appropriate contract management and reporting

This SLA will become effective on the date it is signed by both parties and will continue until the expiry or earlier termination of the contract.

This agreement may be updated at any time by agreement of the parties and will be subject to review at least every six months as set out in Section 4.

The Service Provider will only be required to put in place the resources necessary to deliver the Services as set out in Section 2 hereof in the event that they are required to carry out all or some of the services for the Client. The level of these resources to be agreed in writing with the Client.

### 1.1 Scope of Agreement

This SLA must be read in conjunction with the Call for Tender issued by the Client on Click or tap here to enter text.(‘the CFT’); and the Tender submitted by the Service Provider on Click or tap here to enter text. (‘Tender Submission’) and the Terms and Conditions. In the event of any conflict between the terms of these documents, precedence will be given to the terms contained in:

- (i) The Terms and Conditions of Contract
- (ii) The Service Level Agreement
- (iii) The Call for Tender
- (iv) The Tender Submission including any supporting clarification or documentation

### 1.2 Nominated Representatives

The following individuals are nominated on behalf of either party as the primary point of contact in relation to all matters arising under the SLA:



|                    |  |                   |  |
|--------------------|--|-------------------|--|
| <b>THE CLIENT:</b> |  |                   |  |
| <b>Name:</b>       |  | <b>Job Title:</b> |  |
| <b>Phone No.</b>   |  | <b>Email:</b>     |  |
| <b>Address:</b>    |  |                   |  |

|                                                 |  |                   |  |
|-------------------------------------------------|--|-------------------|--|
| <b>THE SERVICE PROVIDER: XXXXXXXXXX Limited</b> |  |                   |  |
| <b>Name:</b>                                    |  | <b>Job Title:</b> |  |
| <b>Phone No.</b>                                |  | <b>Email:</b>     |  |
| <b>Address:</b>                                 |  |                   |  |

### 1.3 Updates to this Agreement

This Agreement will take effect on the date of signing and continue in force throughout the duration of the contract or until otherwise terminated by the parties.

This Agreement may be updated at any time by agreement of the parties and will be subject to review at least every six months as set out in Section 4.1.

### 1.4 Confidentiality

Both parties agree to the provisions on confidentiality as included in the CFT Document.

## 2 SERVICES AND RESPONSIBILITIES

### 2.1 Service locations

The Service Provider will provide service to the Client at its headquarters at [Click or tap here to enter text.](#)

### 2.2 Responsibilities of the Service Provider

The Service provider shall provide the Services in accordance with:

- 1) the Terms and Conditions of Contract;
- 2) the terms of this SLA;
- 3) the Call for Tender;
- 4) the Tender submitted by the Service Provider



The scope of services required is set out in detail in Appendix 1

2.3 Approval Process

No additional services outside of the scope of the Service Level Agreement will be commenced / undertaken by the Service Provider without written instruction from the Client.

2.4 Reporting of Problems

Problems identified will be immediately highlighted to the Client and at the latest within X hours of identification of the problem, e.g.

|                            |
|----------------------------|
| System Failures            |
| Delays in Service Delivery |

Alternatively include a table with different priorities and response times

2.5 Quality Assurance / Certification

The Service Provider agrees to abide by the quality assurance processes outlined in its tender submission throughout the Term of Agreement.



### 3 PAYMENT OF FEES

- a) Each invoice shall quote the Client's Purchase Order number and will be forwarded to the Client in the manner agreed to in writing between the parties. Improperly furnished invoices may be returned to the Service Provider unpaid.
- b) VAT shall be itemised separately on each Invoice. All Invoices shall include the Service Provider's VAT Registration Number.
- c) Unless otherwise agreed in writing, the Client shall pay invoices within 30 days after receipt by the Client of a proper Invoice or, if later, after acceptance of the services in question by the Client.
- d) Payment under the contract shall be made in Euro.

### 4 CONTRACT REVIEW AND PERFORMANCE MANAGEMENT

The Representatives nominated in Section 1.2 above will also represent the parties in the context of service reviews. There will be two types of service review:

#### 4.1 SLA Review

Service performance against this SLA will be reviewed every three months, Quarterly Business Review, ('QBR'), from commencement.

The purpose of the QBR is to monitor:

- Service performance against agreed service levels
- Any significant variations from agreed service expectations and the cause for these
- Any foreseen significant events which may have an impact on the service or the targets during the next reporting period
- Any requirements to amend current services – either scope of services, or the process by which they are performed
- Agree amendments to the SLA to reflect such changes
- Validate targets for the next reporting period

Service reviews will be attended by at least:

- the Clients' Director for .....
- the Service Provider's Director for ....., and
- the representatives nominated in Section 1.2 above.

The reviews may also be attended by other relevant parties, as required.

The required review inputs are:

- Agenda
- Review of agreed KPI's (including any corrective actions)
- Current SLA between the parties
- All contracts performed by Service Provider on behalf of the Client.



- 
- Any relevant documentation which pertains to the proposed amendments to the SLA

The required review outputs are:

- Revised KPI's, if necessary
- Review minutes
- SLA, amended with any agreed changes, if required.

## 4.2 Performance Review

The agenda for this review will be based upon the service level expectations recorded in this SLA along with any additional performance matters which have arisen in the course of the previous review period. Failure to meet the expectations set out in this SLA may be grounds for the Client to terminate the contract.

The following key performance indicators (KPIs) will be measured, reported on by the Service provider on a monthly basis (Reports to be furnished to the Client within four (4) days of the Month end). The appointed representatives nominated in section 1.2 will meet monthly to review and rate performance based on the agreed the KPI Table (see sample at Appendix 2).

**Customise to suit requirements of your contract – sample KPI's set out below**

- Customer Service Targets
  - Complaints to be acknowledged within 24 hours of receipt
  - Complaints to be fully resolved within 3 - 5 workdays ( depending on complexity)
  - General Queries to be responded to within 24 hours of receiptAll communication is required by e-mail.
- Service / Product Delivery Targets

*To be inserted when agreed*
- Value for Money Targets

Cost reduction proposals for providing the service during the first 12 months of operation to be submitted to the client within three (3) months of commencement of the SLA.
- Financial / Management Information Reports

The Service Provider will provide the following monthly reports:

  - Expenditure Current Month, and year to date, agreed cost and final cost , total cost per period
  - Report of any projects where excess costs were incurred providing detailed reasons for the on-cost
  - On-time Service Delivery
  - Quality Reports
  - Invoice Queries

KPIs will be measured on a monthly basis



### 4.3 Service Credits

If the Service Provider has been found responsible for the provision of non-compliant service delivery, then the following Service Credits will apply:

*delete whichever is not relevant*

- Service Provider will produce replacement material for goods not fit for purpose at no cost to the client and installation free of charge

**OR**

- Service Provider will provide a X percentage discount for less than satisfactory quality of service.

## 5 COMMUNICATIONS AND SERVICE ESCALATION

### 5.1 Communication

Communications will primarily take place between nominated points of contact from both parties. In case of disruption to service or other need to escalate, the matter will be referred to the following member of management designated by the Service Provider:

|          |  |            |  |
|----------|--|------------|--|
| Name:    |  | Job Title: |  |
| Phone:   |  | Email:     |  |
| Address: |  |            |  |

### 5.2 Service Interruptions

If the Service Provider's ability to provide agreed services to the Client is in any way hindered or prohibited, the Service Provider is responsible for notifying the Client in writing of any such interruptions, in advance if possible. In such instances, reasonable measures should be taken to mitigate impact on the Client's operations. Foreseen service interruptions will be dealt with as part of the service performance review meeting.

### 5.3 Exceptions to this SLA

Exceptions to this SLA will be agreed on a case-by-case basis. Any exceptions will be raised in writing at least 14 working days prior to the planned exception event, outlining:

- The reason for the exception
- The description and timing of the exception
- The impact of the exception and mitigation approach

### 5.4 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction.



## **5.5 Termination of this Agreement**

This agreement may be terminated in accordance with the provisions of the Clients Standard Terms and Conditions of Contract.



6 SIGNATURES

SIGNED:

On behalf of [Click or tap here to enter text.](#) EDUCATION AND TRAINING BOARD

|                                       |  |
|---------------------------------------|--|
| Name:<br><i>Block Letters</i>         |  |
| Position:                             |  |
| Signature:                            |  |
| Date:                                 |  |
| Witnessed by:<br><i>Signature</i>     |  |
| Witness Name:<br><i>Block Letters</i> |  |

On behalf of the Framework Member

|                                       |  |
|---------------------------------------|--|
| Name:<br><i>Block Letters</i>         |  |
| Position:                             |  |
| Signature:                            |  |
| Date:                                 |  |
| Witnessed by:<br><i>Signature</i>     |  |
| Witness Name:<br><i>Block Letters</i> |  |



## 7 Appendix 1 – Scope of Requirements

[To be inserted from tender document ]



## 8 Appendix 2 – Key Performance Indicators SAMPLES

### KPI TABLE – SAMPLE A

(To be finalised on signing of Service Level Agreement)

| No. | Key Result Area                            | Key Performance Indicator                                                                  | Weight of KPIs<br>(figures to be agreed with provider) | Target<br>(figures to be agreed with provider) | Actual | Score | Final Score<br>(max 100%) | Dashboard<br>(figures to be agreed with provider) |           |               | Corrective action (including responsibility – Client / Service Provider) |
|-----|--------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------|--------|-------|---------------------------|---------------------------------------------------|-----------|---------------|--------------------------------------------------------------------------|
|     |                                            |                                                                                            |                                                        |                                                |        |       |                           | 95-100%                                           | 85% - 94% | Less than 85% |                                                                          |
| 1   | Customer Service Targets                   | Complaints acknowledged within 24 hours of receipt                                         | 20%                                                    | 90%                                            | 90%    | 20%   | 100%                      |                                                   |           |               |                                                                          |
|     |                                            | Complaints to be fully resolved within 3 - 5 workdays                                      | 20%                                                    | 90%                                            | 100%   | 22%   | 100%                      |                                                   |           |               |                                                                          |
| 2   | Service Delivery Targets                   | To be agreed                                                                               | 10%                                                    | 95%                                            | 95%    | 10%   | 100%                      |                                                   |           |               |                                                                          |
| 3   | Value for Money Targets                    | Cost reduction proposals for providing the service during the first 12 months of operation | 30%                                                    | 95%                                            | 80%    | 25%   | 84%                       |                                                   |           |               |                                                                          |
| 4   | Financial / Management Information Reports | Provision of monthly reports within X days from month end:                                 |                                                        |                                                |        |       |                           |                                                   |           |               |                                                                          |
|     |                                            | Expenditure Current Month, and year to date, etc.                                          | 10%                                                    | 95%                                            | 87%    | 9%    | 90%                       |                                                   |           |               |                                                                          |
|     |                                            | Report of any projects where excess costs were incurred                                    | 10%                                                    | 90%                                            | 85%    | 9.4%  | 94%                       |                                                   |           |               |                                                                          |



## ETBTDRC-4 Service level Agreement Contract

### KPI SAMPLE B Scorecard – Security Contract

#### Value of Score:

1 = Unacceptable; 2 – Not fully up to requirements; 3 – Fully meets normal requirements; 4 – Significantly above requirements; 5 – Outstanding.

Minimum Acceptable Performance level – 60%

#### QUARTER 2 REVIEW

| No.                   | Service Area       | Service Level                                                            | Key Performance Indicator                                                                          | Max Score | Dashboard<br>(Score 1 – 5) |     |    |    | Corrective action (including responsibility – Client / Service Provider)                   |
|-----------------------|--------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-----------|----------------------------|-----|----|----|--------------------------------------------------------------------------------------------|
|                       |                    |                                                                          |                                                                                                    |           | Q1                         | Q2  | Q3 | Q4 |                                                                                            |
| 1                     | Staffing Issues    | Training completed against Matrix plan. All staff attend as per schedule | All incumbent staff to receive new company induction training within four months of contract start | 5         | 3                          | 4   |    |    |                                                                                            |
|                       |                    | Uniform and appearance                                                   | 100% on day one                                                                                    | 5         | 5                          | --  |    |    |                                                                                            |
| 2                     | Operational issues | Monitoring and Updating of Assignment Instructions                       | To be on site pro-forma at commencement and updated/reviewed within the first three months         | 5         | 4                          | 3   |    |    |                                                                                            |
|                       |                    | Patrols – effectiveness. Conducted to schedule                           | As indicated and directed in printouts                                                             | 5         | 3                          | 3   |    |    |                                                                                            |
|                       |                    | Complaints./ commendations                                               | As recorded                                                                                        | 5         | 3                          | 4   |    |    |                                                                                            |
| 3                     | Management Issues  | Management Visits as per Agreed Plan                                     | Min two per month initially, one minuted                                                           | 5         | 4                          | 4   |    |    |                                                                                            |
|                       |                    | Supervisory Visits ad hoc night time                                     | One per week initially and then subject to review                                                  | 5         | 3                          | 2   |    |    | Service Provider to Re-introduce weekly ad hoc supervisory visits no later than ..... 20XX |
|                       |                    | Rostering / Manning levels / deployment of staff                         | As per contract                                                                                    | 5         | 3                          | 3   |    |    |                                                                                            |
| Average Score         |                    |                                                                          |                                                                                                    |           | 4                          | 3.3 |    |    |                                                                                            |
| Average Performance % |                    |                                                                          |                                                                                                    |           | 80%                        | 66% |    |    |                                                                                            |

Review Date: \_\_\_\_\_

Signed: Contractor

Client