

# Appendix Instructions for SSA-V – Maintenance Agreement – version 2015

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## Appendix 1: Customer requirements specification (requirements for the maintenance services)

*Must be completed by the Customer. The Customer shall in Appendix 1 specify what the Contractor shall complete in the other Appendices.*

### **The Agreement, clause 2.1.2 Cooperation plan**

The Customer shall specify here that cooperation requirements shall be set out in Appendix 6.

### **The Agreement, clause 2.2.1 Scope of the maintenance services**

The Customer shall describe the overall goal/target image of the maintenance service provision here. A good description of the goal/target image will provide the Customer with scope for further development and supplementary purchases, cf. clauses 2.2.8 and 2.2.9 of the Agreement.

The Customer shall stipulate a requirement that the Contractor shall deliver maintenance services for the software and/or equipment described in Appendix 3 here.

The Customer shall stipulate a requirement that the Contractor shall deliver maintenance services as described in Appendix 5, at the level of service specified in Appendix 5, here.

The Customer may stipulate a requirement that the maintenance services shall include:

- Rectifying reported errors (corrective maintenance)
- Identifying and rectifying potential errors before they arise (preventive maintenance)

The Customer may also stipulate a requirement that the services shall also include:

- Changes to meet changed requirements in respect of software and/or systems with which the software interacts (adaptive maintenance)
- Changes for improving; for example performance, maintainability, user friendliness, etc. (perfective maintenance)

Any requirements the Customer has concerning how old versions of the relevant software and/or equipment should be maintained, shall be stated here. The Customer should consider that maintaining of old software and equipment can be expensive, and consider phasing them out.

### **The Agreement, clause 2.2.3 Updating of documentation**

To the extent that performed maintenance is of importance in relation to the associated documentation, documentation updates shall be made available to the Customer in the scope and to the extent described here.

### **The Agreement, clause 2.2.4 User support**

If the Agreement includes user support, the Customer shall stipulate a requirement here that the Contractor shall describe its user support service in Appendix 6.

The Customer shall also specify here that the Contractor shall, in Appendix 6, stipulate any requirements concerning which users or user groups at the Customer can seek assistance, as well as any maximum annual volume for enquiries that are included in the fixed price, etc.

**The Agreement, clause 2.2.6 Installation of patches, etc.**

If the Customer or the Customer's operational services provider shall install patches, this shall be specified here.

If the Customer permits the Contractor to deliver software rectifications in the form of a new version of the software, even if this requires upgrading the Customer's technical platform or making changes to the Customer's other systems, this shall be specified here.

**The Agreement, clause 2.2.7 New versions**

If new versions of software specified in Appendix 3 shall not be included in the Agreement, the Customer shall specify this here.

**The Agreement, clause 2.2.8 Further development**

The Customer may order the further development of software that is covered by the maintenance agreement within the framework that is described here. This includes the development of additional functionality that is moderate in scope.

**The Agreement, clause 9.1 General external legal requirements and measures**

Here, the Customer shall identify which legal requirements, or requirements that are specific to the party in question, are of relevance to the conclusion and implementation of this Agreement.

**The Agreement, clause 9.3 Personal data**

If the Contractor shall process personal data on behalf of the Customer in connection with implementing the deliverables, detailed provisions governing how personal data shall be processed, including relevant security measures and requirements concerning storage time and deletion, etc., must be specified by the Customer here.

If the parties have or shall conclude a separate data processor agreement, this shall be stated here.

**The Agreement, clause 11.4.3 Standardised damages and hourly liquidated damages**

Other rates and periods for hourly liquidated damages, as well as which deliverables they shall apply to, that differ to what is set out in the Agreement's clause 11.4.3, may be described by the Customer here.

## Appendix 2: Contractor solution specification (description of the maintenance services)

*Must be completed by the Contractor.*

In its specification of the solution, the Contractor shall refer to the Customer's description of the software and/or equipment that shall be maintained, cf. Appendix 3, as well as the service level, cf. Appendix 5.

### **The Agreement, clause 2.2.5 Defect management**

Any maintenance conditions agreed between the Contractor and the producer of standard software that the Contractor has not developed or does not maintain itself (software producer) shall be stated here. (Copies of the maintenance conditions shall be appended as Appendix 10).

### **The Agreement, clause 2.2.8 Further development**

The Contractor may stipulate limits for the Customer's access to order further development of the software covered by the maintenance agreement here.

### **The Agreement, clause 6.1 Responsibilities of and contributions by the customer**

The Contractor can stipulate further requirements concerning the Customer's contributions here.

## Appendix 3: Software and/or equipment to be maintained

*Appendix 3 must be completed by the Customer.*

The Customer shall describe the software and/or equipment that will be maintained under the Agreement here.

The Customer shall describe the technical platform and other infrastructure that is relevant for the software and/or equipment that shall be maintained here.

The Customer shall describe the sort of access opportunities the Customer has in respect of software or equipment that is the subject of maintenance in connection with error rectification, upgrading, etc. here.

If relevant, the Customer shall describe maintenance windows, routines for the upgrading, etc. of infrastructure, technical platform and otherwise that is of importance for the software and/or equipment that shall be maintained.

If the Customer procures maintenance at the same time as a software and/or equipment procurement, the Customer will be unable to adequately specify what is going to be maintained when the tender is announced. In such circumstances, it will not be possible to complete Appendix 3 before the software and/or equipment procurement agreement has been concluded. That which is going to be maintained in Appendix 3 of the Maintenance Agreement will be set out in Appendix 2 of the software and/or equipment procurement.

If the purpose of the maintenance procurement is to replace a current maintenance services, the Customer will normally be able to ask for assistance from the current provider of maintenance services in order to prepare the content of Appendix 3.

## Appendix 4: Project and progress plan for the establishment phase

*The project and progress plan for any establishment phase for the maintenance services shall be included here.*

*If the maintenance is established in connection with a software and/or equipment procurement or as an extension of a customisation or development project, it will not normally be appropriate to have a separate establishment phase for the maintenance services.*

### **The Agreement, clause 4.1 Duration and termination without cause**

If a duration other than that stipulated in the Agreement's clause 4.1 or a commencement date other than that stipulated on page two of the Agreement has been agreed, the Customer shall specify it here.

## Appendix 5: Service level with standardised price reductions

*The Customer shall specify requirements with deadlines and compensation in respect of the service level, or a separate service level agreement (SLA) shall be appended.*

*The Appendix can be completed by the Customer, by the Contractor or by both.*

*If the Customer has detailed wishes concerning how the service level shall be defined and followed up, the Customer shall describe these here.*

*If the Customer wants to use the Contractor's standard service level agreement, the Customer must, in Appendix 1, ask the Contractor to complete Appendix 5 as part of its tender.*

*The Customer can describe limits for what the Contractor shall fill out in Appendix 5, however, if the requirements stipulated by the Customer are too detailed, this may make it impossible for the Contractor to offer its standard service level agreement.*

### **The Agreement, clause 2.2.4 User support**

If the Contractor guarantees a response within certain deadlines, this shall be set out here.

### **The Agreement, clause 2.2.5 Defect management**

If deviations from the definition of errors in the Agreement's clause 2.2.5 have been agreed, this shall be stated here.

Level	Category	Description

### **The Agreement, clause 2.2.6 Installation of patches, etc.**

If it has been agreed that the Contractor may rectify an error by sending or making available a patch to the Customer, this, and the routines for making them available, shall be specified here.

Any deadlines for how quickly the Customer shall install patches from the Contractor shall be stated here.

### **The Agreement, clause 2.2.7 New versions**

If specific deadlines shall apply for upgrading to new versions of generally used software included in the Customer's technical platform, these shall be specified here.

Any software that is exempt from the provision concerning deadlines, shall be specified here.

## The Agreement, clause 11.4.3 Standardised damages and hourly liquidated damages

The Customer shall stipulate standardised compensations for failing to comply with deadlines or other failures to perform on the part of the Contractor here.

This shall be done in the form of a service level agreement in which the Customer stipulates requirements concerning response times and the quality of services that form part of the Contractor's maintenance services. The Customer can ask the Contractor to complete the Appendix with its standard service level agreement or stipulate specific requirements in respect of, for example, how fast the Contractor shall respond to reported and errors and how fast the errors shall be rectified. If user support is included in the maintenance services, requirements concerning the response times for these services shall also be stipulated. Requirements concerning how, and how often, the Contractor shall report, may also form part of the service level agreement.

### Example of table with response time requirements:

*It is assumed that errors will be reported via an electronic error reporting system. It is normal for only a limited number of people at the Customer to be able to report errors in this way. If the Customer has first line user support in-house, the same type of restrictions will also apply to user support. The entries are only examples and it is important that the Customer adapts it to its needs. If the Customer stipulates stricter requirements than necessary, this could drive the price up.*

Category	Response time	Resolution started	Rectification of error	Resolution time target
Critical	15 minutes in extended business hours	30 minutes	Must be performed continuously until the error has been corrected	20 minutes
Serious	15 minutes in business hours	60 minutes	Must be performed continuously during business hours until the error has been corrected	2 hours
Less serious	60 minutes in business hours	2 working days	No specific requirement	Per agreement
User support enquiry via telephone or chat	30 seconds	Immediately after the enquiry has been received	If this proves to be an error, the Customer shall report it via the error reporting system	Not specified
User support enquiry via email	Immediate reply that the email has been received	Response next working day	If this proves to be an error, the Customer shall report it via the error reporting system	Not specified

### Example table for the basis for calculating reimbursements:

*If the service level for the deliverables is not met, the Customer shall be granted a standardised price discount. One common way to calculate deviations is to use a points system. The entries in the table are just examples. The points apply each time there is a deviation.*

Description	Twice as long	Four times as long	Eight times as long	More than eight times as long
Response time Critical error	4 points	6 points	8 points	10 points
Response time Serious error	2 points	4 points	6 points	8 points
Response time Less serious error	2 points	2 points	3 points	4 points
User support enquiry telephone/chat is answered	1 points	1 points	2 points	2 points
User support enquiry	1 points	1 points	2 points	2 points



Email is answered				
Resolution time Critical error	4 points	6 points	8 points	10 points
Resolution time Serious error	2 points	4 points	6 points	8 points
Resolution time Less serious error	2 points	2 points	3 points	4 points
User support enquiry telephone/chat is closed	1 points	1 points	2 points	2 points
User support enquiry Email is closed	1 points	1 points	2 points	2 points

**Example table for calculating reimbursements based on points:**

Points		Reduction in monthly consideration
From	To	
1	10	0%
11	20	-5%
21	30	-10%
31	40	-15%
41	50	-20%
51	60	-30%
61	->	-40%

## Appendix 6: Administrative provisions

### **The Agreement, clause 1.5 The representatives of the parties**

The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof, shall be specified in more detail here.

### **The Agreement, clause 2.1.2 Cooperation plan**

If, in Appendix 1, the Customer has stipulated that the requirements for cooperation shall be set out in Appendix 6, these shall be stated here.

### **The Agreement, clause 2.2.2 Reporting performed maintenance**

The Customer shall specify the format for the Contractor's reporting of performed maintenance and services here if this shall deviate from the Contractor's standard format.

### **The Agreement, clause 2.2.4 User support**

If, in Appendix 1, the Customer has stipulated requirements concerning user support, the Contractor shall describe its user support services here.

If, in Appendix 1, the Customer has specified that the Contractor shall stipulate requirements concerning which users or user groups at the Customer can seek assistance, as well as any maximum annual volume for enquiries that are included in the fixed price, etc., these shall be stated here.

### **The Agreement, clause 5.2 Key personnel**

The Contractor shall specify its key personnel, who may not be replaced without the Customer's prior consent, here.

### **The Agreement, clause 5.4 Wages and working conditions**

Documentation showing the Contractor's compliance with the obligations stipulated in clause 5.4 of the Agreement (Wages and working conditions) shall be provided here. The documentation can consist of either an appended self-declaration or a third-party declaration showing conformity between the relevant collective wage agreement and the actual wages and working conditions for the performance of the Contractor's and any subcontractors' obligations.

Any further clarification concerning the implementation of the Agreement's clause 5.4 shall be agreed here.

**The Agreement, clause 7.2 Form of communication - in writing**

If it has been agreed that notices, requirements or other enquiries associated with this Agreement must be provided in a manner other than in writing and sent to the postal address or electronic address provided on the first page of the Agreement, the Customer shall specify this here.

**The Agreement, clause 9.3 Personal data**

The Customer shall list here any approved subcontractors that may store, process or delete personal data.

## Appendix 7: Total price and pricing provisions

*All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor shall be set out in Appendix 7. Any special payment arrangements, discounts, advances, part payments and deviating payment dates shall be stated in this Appendix.*

### The Agreement, clause 8.1 Consideration

All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor shall be set out here.

Example price tables for the Contractor's deliverables:

Deliverable	Reference to description in Appendix 2	Price excl. VAT
Technical operation		Included in annual consideration
User support		Included in annual consideration
Installation		Included in annual consideration

Example price table for the Contractor's ordinary hourly rates:

Description	Hourly rate, excl. VAT
Junior operations consultant (e.g. 0-3 years' experience)	
Senior operations consultant (e.g. 3-10 years' experience)	

If prices shall be stated exclusive of Value Added Tax, but including customs duties and other indirect taxes, the Customer shall specify the alternative pricing system here.

If disbursements, including travel and subsistence costs, shall be paid, this shall be stated here. If the rates shall differ from the state's applicable rates, this must be stated here.

If the Contractor shall be able to invoice travel time, this must be stated here. The agreed rates for calculating travel time shall also be inserted here.

**The Agreement, clause 8.2 Payment terms**

Any special pricing and/or payment terms and conditions that shall apply for the Agreement, shall be specified here.

Other payment terms, and any terms and conditions relating to the use of Electronic Trading Format (EHF), shall be set out here.

**The Agreement, clause 8.5 Price adjustments**

If price adjustment provisions other than those stipulated in the Agreement's clause 8.5 have been agreed, this shall be specified here.

**The Agreement, clause 2.2.5 Defect management**

If a maximum financial limit for the Contractor's obligation to work out temporary solutions that work around errors in standard software, this shall be set out here.

**The Agreement, clause 2.2.6 Installation of patches, etc.**

If the Contractor's installation of patches shall be priced separately, this shall be specified here.

**The Agreement, clause 2.2.7 New versions**

If some types of new versions, for example, major upgrades, shall be priced specially, this shall be specified here. Unless otherwise is agreed here, such installation work shall be priced pursuant to the Contractor's hourly rates for such work.

Unless otherwise is agreed here, the implementation of any customisations in the new version that were made for the Customer in the version being replaced shall be priced pursuant to the Contractor's hourly rates for such work.

**The Agreement, clause 2.2.8 Further development**

Unless otherwise is agreed here, the consideration for further development shall be priced pursuant to the Contractor's ordinary hourly rate.

**The Agreement, clause 2.2.10 Additional services**

The Contractor shall describe its services and associated consideration and any discounts in a service directory. The service directory shall be inserted here.

**The Agreement, clause 4.2 Cancellation**

If a cancellation fee other than that stipulated in the Agreement's clause 4.2 has been agreed, this shall be specified here.

**The Agreement, clause 4.3 Discharge period**

Unless otherwise is agreed here, the Contractor's deliverables in the discharge period shall be priced pursuant to the Contractor's hourly rates.

**The Agreement, clause 10.1 Right of ownership of equipment**

The Customer is granted the same rights in respect of new equipment supplied under this Agreement as it was granted in respect of the original equipment, unless otherwise is agreed here.

## Appendix 8: Changes to the general contractual wording

*Changes to the general contractual wording shall be set out in Appendix 8, unless the general contractual wording refers such changes to different Appendices.*

*Changes can be made to all the clauses in the Agreement, even where there is no clear reference to the fact that changes can be agreed. Changes to the contractual wording shall be specified here so that the wording of the general contractual wording remains unchanged. It must be stated clearly and unequivocally which clause or clauses in the Agreement have been changed and the results of the change.*

*The Contractor should, however, be aware of the fact that deviations, reservations or other changes to the Agreement in connection with the submission of a tender may result in rejection of the tender by the Customer.*

Example of change table:

Clause of the Agreement	Shall be replaced by
Chapter x.x.x, paragraph y	New formulation/text

## Appendix 9: Changes subsequent to the conclusion of the Agreement

*Changes to the deliverables subsequent to the conclusion of the Agreement shall be made in accordance with the provisions in chapter 3 and in writing. The Contractor shall maintain a continuously updated directory of the changes that make up this Appendix.*

### **The Agreement, clause 2.2.10 Additional services**

Additional services that are ordered must be registered in the changes directory in Appendix 9.

Example of change directory:

Change no.	Description	Effective date	Archive reference

### **The Agreement, chapter 3 Changes subsequent to the conclusion of the Agreement**

The Contractor shall maintain a directory of the changes on an ongoing basis, which directory shall form Appendix 9, and shall without undue delay provide the Customer with an updated copy thereof. The Customer must maintain its own overview of the change requests it has sent, the change estimates it has received, and the changes order it has issued.



## Appendix 10: Third party's terms and conditions for the maintenance of the third party's software

*Any third party's terms and conditions for the maintenance of third-party software (for example, the software producer's standard maintenance agreement if all or parts of the software that is going to be maintained is delivered by others other than the Contractor) shall be included here in Appendix 10.*

*The clause in the Agreement which refers to Appendix 10:*

### **The Agreement, clause 2.2.5 Defect management**

Any maintenance conditions agreed between the Contractor and the software producer shall be appended here by the Contractor.

Any maintenance conditions agreed between the Customer and the software producer shall be appended here by the Customer.