

SERVICE LEVEL AGREEMENT

This service level agreement made this.....day of 200

BETWEEN

?????? of the one part

AND

????? of the other part

WHEREAS IT IS AGREED as follows:

Purpose

The purpose of this Service Level Agreement (SLA) is to formalise an arrangement between <BCA Name> (hereinafter, Council) and <NAME OF CONSULTANT> (hereinafter, the Consultant) to provide ????? services, at specific levels of support, and at an agreed cost.

This SLA is intended to provide details of the provision of consultancy services by <NAME OF CONSULTANT>.

Scope of SLA

The following services are provided by the Consultant to Council:

1. NAME AND DESCRIPTION OF PRIMARY SERVICE.
2. DESCRIPTION OF SUPPORT SERVICES
3. STATEMENT OF CONSULTANT RESPONSE TIME.
4. STATEMENT OF SERVICE AVAILABILITY.
5. MANAGEMENT OF ADDITIONAL TECHNICAL INFORMATION.
6. REPORTS TO COUNCIL.

Consideration

Consideration, excluding GST, for the services provided shall be:

The consideration shall be reviewed upon the annual anniversary of the signing of this SLA.

Council shall pay the consultant for the Services the amount of fees and expenses invoiced on the last business day of each month, for services and expenses undertaken during that month, by the 20th day of the following month.

Termination of SLA

The Council may terminate this agreement without penalty if the Consultant repeatedly violates the terms of this agreement. In such an event the Council shall give the Consultant <XX> days written notice of the intent to terminate, delivered to the Consultant.

The Consultant may also terminate this agreement without penalty by providing 60 days written notice of the intent to terminate, delivered to the Council

Amendment to SLA

Council may order variations to the Services in writing or may request the consultant to submit proposals for variations to the Services.

Any amendment to the Terms and Conditions of this agreement would require the approval of the Consultant and Council. The amendment of the agreement would take place through an addendum to this agreement and the recording of that addendum in an Appendix of this agreement.

The terms and conditions of this agreement may be reviewed upon the annual anniversary of signing this agreement. Such a review can be instigated by either party by providing a written request to the other party for such a review

General Terms and Conditions

Term of Agreement

This agreement is in effect upon the date of acceptance of this agreement and ends on ?????

Parties to this SLA

This agreement is between Council and the Consultant, as named on the cover of this agreement.

Key Contacts

Council:

Consultant:

Dependence on Other Organisations

Council is dependent on

The Consultant will manage the interface to those suppliers as it relates to the provision of services under this agreement.

Roles and Responsibilities

The Consultant

The Consultant has the following general responsibilities under this agreement:

- The Consultant shall conduct business in a courteous and professional manner with Council.
- The consultant shall exercise the degree of skill, care and diligence normally exercised by consultants in similar circumstances.
- The Consultant shall use its own appropriate resources to provide all the services described in this agreement
- The Consultant shall obtain approval from Council prior to commencing any work over and above what would normally be expected for the specific job.
- The Consultant will provide all necessary and requested documentation, information, and knowledge to Council as required.

Council

Council has the following general responsibilities under this agreement:

- Council shall conduct business in a courteous and professional manner with the Consultant.
- Council shall provide all available information required to enable the services to be provided.

There are several roles deployed within Council that are integral to the provision of services by the Consultant. These roles include the following:

Technical Manager

The Council's Technical Manager works as a point of contact for all activities relating to the services from the Consultant.

Reporting to Council's Management, the Technical Manager is responsible for planning, coordinating, and overseeing the services, including:

- Liaising between Council's and the Consultant's team and managers

- Liaising with Council's user departments
- Ensuring all required documentation, information, and knowledge has been prepared and recorded in accordance with Council's quality systems
- Managing all activities relating to the services provided:
- Identifying resource requirements
- Meeting with the Consultant team to set up timeline and develop service plans
- Handling billable services to the Consultant:
- Ensuring that SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule)
- Ensuring all work is performed according to the agreed-upon work methods and standards that are in effect within the Council and the Consultant
- Acting as point of escalation for issues beyond usual scope
- Participating directly in the production of the associated deliverables.

Quality Manager

Council's Quality Manager shall provide the overall direction in relation to quality of the services provided by the Consultant. The Quality Manager shall report to Council's management in relation to:

- Liaising with other Council groups
- Assessing the services provided by the consultant to ensure their continual compliance with Council's quality systems

Waiver

A waiver on the part of either party of any term of this SLA shall not constitute a precedent or bind either party to grant a waiver of any subsequent breach of the same or any term.

Intellectual Property

Title to and copyright in all documents created as a result of the services provided by the consultant shall be vested in Council. Copies of all documents shall be forwarded to Council for filing.

The consultant shall, both during the term of the engagement and thereafter, preserve the secrecy and confidentiality of any information disclosed to the consultant by Council or generated or obtained by the consultant for or in the course of the Services, and shall not use any such information for any purpose other than performing the Services.

Ongoing Competence

The consultant agrees to Council undertaking all reasonable audits and investigations necessary to assure itself of the continued competence of the consultant.

Council shall provide ten (10) working days notice to the consultant of any such audit and/or investigation.

Council shall provide copies of all documents generated as a result of such audits and/or investigations within ten (10) working days of the completion of such audits and/or investigation.

The consultant shall have a right of reply in response to these documents but no right of appeal.

Sub-Contracting

Sub-contracting, by the consultant of all or part of the services described in this SLA, is not permitted under any circumstances.

Any inability to satisfy the requirements of any part of the services described in this SLA shall be immediately notified to Council.

Council's Quality Systems

The consultant shall be familiar with Council's quality systems and shall maintain their own procedures and processes so as to be consistent with Council's quality systems. Any significant differences or short-comings shall be notified to Council. Such differences or short-comings shall be rectified and agreed upon by all parties to this SLA.

Human Rights

The consultant shall, when performing the defined Services, recognise and take all steps to prevent any discriminatory material or comment from appearing in any document or presentation forming part of those Services. The prohibited grounds of discrimination being those as set out in Part II of the Human Rights Act 1993. In addition, BuildCon Solutions shall specify that any views expressed in the Service are those of BuildCon Solutions and not Council, unless specific approval has been obtained from Council to state otherwise.

Disputes

Disputes shall first be referred to negotiation for settlement. Unresolved disputes shall be referred to arbitration in accordance with the Arbitration Act 1996.

EXECUTED as an Agreement on the date first written above

SIGNED for and on behalf of ???????????????}
By a duly authorised officer in the presence of}

..... Dated:
???

Director

Witness:

..... Dated:

Name:

SIGNED for and on behalf of ???????????????}
By a duly authorised officer in the presence of}

..... Dated:
??????

Director of Environmental And Planning Services

Witness:

..... Dated: