



Office of the Secretary General of the
Board of Governors of the European
Schools

Rue de la Science, 23
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Service Level Agreement Template

**Open procedure n°BSGEE 2023-002
On-line Correction of the European
Baccalaureate Examination scripts**

Annex A

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1 THE PURPOSE

The purpose of the service level management is to ensure that all operational services and their performance are measured and executed in a consistent and professional manner.

This Service Level Agreement (SLA) describes the service level indicators and the required service levels applicable to the On-line correction services and will form an integral part of the Contract signed between the Office of the Secretary-General of the European Schools (OSGES) and the Contractor, supplementing its clauses and conditions.

If the required service levels are not respected, the OSGES will claim liquidated damages. The application of liquidated damages aims to ensure the proper service delivery to OSGES.

The liquidated damages will be treated separately and will be cumulative for the different service level indicators and their amount will be discounted from the services' invoices.

The liquidated damages claimed by the OSGES in one month will not exceed 15 % of the total amount invoiced to the OSGES the previous month.

If several deviate due to the same root cause and therefore induce liquidated damages claimed in one month the total amount invoiced to the OSGES the previous month will not exceed 30 %.

No Liquidated Damages are applied in the case of a situation of "Force Majeure", nor if the situation results from some wrong doing from the part of the OSGES or one of its representatives.

Specifically excluded from the calculations of availability and Incident Management are outages caused by:

- Situations of Force Majeure: Circumstances related to nature beyond the provider's reasonable control: hurricanes, earthquakes and other natural disasters;
- Duration (in minutes) of actual maintenance and scheduled upgrades during scheduled maintenance windows subject to a prior notice to the OSGES. The OSGES will have the right to exclude certain time windows from maintenance in order to ensure the service under specific circumstances (sessions, etc.);
- Wrong operation of the equipment or service, or delay introduced by the OSGES;

This SLA will be valid during the whole contract lifetime. Any change to this SLA has to be approved by both parties and will be enacted by a contract amendment.

Additions and amendments to this Service Level Agreement are subject to the procedures described in the Contract, Annex D.

A modification of the SLA shall be mainly motivated by adjusting target values or liquidated damages which would have turned out to be inadequate or unsatisfactory.

Depending on the request, the timeframe needed for the implementation will be jointly agreed. Changes will be effective the 1st of month following the signature of the new SLA by both parties.

2 GENERAL DEFINITIONS

2.1 CONTRACT

The term "Contract" refers to the Contract N° BSGEE 2023-002 between Provider signing (hereafter mentioned as "the Contractor") and the Office of the Secretary-General of the European Schools.

2.2 END-USERS

The term "End-users" refers to the grouping of users of a Customer. The end-users of the on-line correction system are:

- a) The correctors
 - a.1 Teachers of European and Accredited European Schools
 - a.2 External examiners appointed yearly by the Board of Governors
- b) The Secondary Inspectors and the President of the European Baccalaureate
- c) The staff in the European Schools and Accredited Schools in charge of the scanning of the scripts.
- d) The European Schools and Accredited Schools IT staff
- e) The staff of the IT Unit
- f) The staff of the European Baccalaureate Unit

a), b), c) and d) end-users shall not be in direct contact with the provider Service except during training actions.

The term "Service" refers to the complete set of elements that allow to run the services as described in the document "Open procedure n° BSGEE 2023-002 - Tendering specifications" and its annexes.

Services must provide good quality, a stable and reliable infrastructure. Service elements such as all kinds of service management functions (including but not limited to Incident, Problem and Change Management), detailed reporting and invoicing must be delivered in a professional manner.

2.3 LOCATION

Access to the service is independent of the actual location of the users.

2.4 NORMAL WORKING HOURS

The indicative normal working time of the OSGES is Monday to Friday, from 07.30 a.m. till 19.30 p.m. local time at the place of delivery of the Service, except public and specific OSGES holidays. During the period of the correction of European Baccalaureate

examinations (3 to 4 weeks per year), the working time will be 24 hours per day, 7 days per week.

2.5 CONFIDENTIALITY AND PERSONAL DATA PROTECTION

The guarantee of confidentiality and personal data protection in line with the European Union Regulation 45/2001 in the execution of the Service is mandatory.

2.6 CONTRACTOR

The term “Contractor” refers to Framework Contractor which has undertaken a Specific Contract with the OSGES, on the basis of the Framework Contract.

2.7 CONTINUOUS MAINTENANCE

Refers to the ongoing application support for software solutions. This includes support for interfaces, with IT infrastructure of the European Schools, performance and security tuning, software maintenance, Support Packages/patches, release of new versions or software upgrades.

2.8 MONITORED OPERATION

Monitored operation is the time during which the systems are under constant observation so that stabilization measures can be implemented if irregularities occur (for example, total system shutdown, disruption to key functions of the system, serious database errors).

2.9 TICKET

Documentation of the OSGES’s request in CSC (creation of ticket) using e-mail for further processing, monitoring, and reporting. Each ticket is given a number, which is sent to the OSGES as confirmation of receipt. The OSGES can follow the progress and status of the request using the ticket number.

Tickets may only be opened by persons authorized by the OSGES and registered at the contractor’s. A ticket has been created successfully if the OSGES receives a confirmation or the OSGES uses a ticketing system with an efficient audit system.

3 PROJECT PLANNING DURING THE IMPLEMENTATION PHASE

3.1 AGREED SERVICES PROJECT PLANNING DURING IMPLEMENTATION PHASE

This timetable is only valid if the contract is signed by both parties at least on September 30, 2023. If the contract is not signed by both parties at that date, the Contractor will received as soon as possible a suitable timetable.

PERIODS	DELIVERABLES TO BE SUBMITTED AND TIMEFRAME	RESPONSIBLE FOR THE PROVISION OF THE IDENTIFIED SERVICE	
Planning & Organisation October - December 2023	Integration of tools	Contractor	IT Unit
	Presentation and delivery of process to key stakeholders and training of referents (teachers / administrative staff / external correctors)	Contractor	BAC & IT Unit
	Training of administrators (scanning, online-marking setup and management)	Contractor	
Deployment & training January - June 2024	Initialization of system for training in centers and for test sessions	Contractor	BAC Unit
	Insertion of administrative elements (subjects, candidates, examiners, mark schemes...)	Contractor	BAC & IT Unit
	Insertion of information for correctors (correction instructions)	Contractor	BAC Unit
	Transfer of login information to examiners and supervisors	Contractor	BAC Unit
	Setup and training for scanning personnel at schools	Contractor	
	Training of examiners and inspectors	Contractor	
	Test and validation of scanning centres Test sessions in exam centers	Contractor	Schools & BAC Unit
Operations and Production	Insertion of information for correctors. (Assessment criteria, marking grids, etc.)	Contractor	Inspectors & BAC Unit

June - July 2024	Moderation. Organization of final validation process	Contractor	IT & BAC Unit
	Extraction of results and archives	Contractor	IT & BAC Unit

3.2 STEERING COMMITTEE

Service level

SL indicator	Required Service Level
Steering Committee timeliness	Steering Committee meetings, requested by the OSGES, will take place on the premises of the OSGES. They will be organised by the OSGES within ten (10) calendar days after the request.
Communication of the meeting's agenda	OSGES will send the agenda for each meeting at least five (5) normal working days before the meeting. Additional items to the agenda may be added at the request of the Contractor.
Meeting minutes deadlines	Drafts of the meeting minutes are provided by the OSGES within five (5) normal working days after the meeting was held. Should the Contractor propose changes to the minutes of the meetings, the Contractor will provide an updated version of the minutes (with the proposed changes accepted or rejected) within three (3) normal working days.

3.2.1 Liquidated damages

Concerning the Steering Committee timeliness, the Contractor shall, upon claim by the OSGES, pay liquidated damages of €100 for each working day of delay in the taking place of a Steering Committee meeting unless the OSGES requests the calling off or postponement of the meeting (in this case the new date will be taken into account for the delay calculation).

During the entirety of the implementation phase, the service level agreement steering committee will be active. The steering committee will be replaced by follow-up meetings during the ongoing service delivery phase except for major change requests which will be governed by the steering committee.

3.3 FOLLOW-UP MEETINGS

Service level

SL indicator	Required Service Level
Follow-up meetings timeliness	Two follow-up meetings per year, if requested by the OSGES, will take place on premises of the OSGES and will be organised by the OSGES within ten (10) calendar days after the request from the OSGES.
Communication of meeting's agenda	OSGES will send the agenda for each meeting at least five (5) normal working days before the meeting. Additional items to the agenda may be added at the request of the Contractor.

Meeting minutes deadlines	Drafts of the meeting minutes are provided by the Contractor within five (5) normal working days after the meeting was held. Should the OSGES propose changes to the minutes of the meetings, the Contractor will provide an updated version of the minutes (with the proposed changes accepted or rejected) within three (3) normal working days.
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4 CHANGE REQUEST DURING ONGOING OPERATION PHASE

If during the provision of the agreed services, changes are identified that in the OSGES's or contractor's view affect the scope, content, methods, or schedule, they must be agreed by written amendment or supplement to the contract.

All major change requests must be documented and tracked in accordance with **Annex C: Change Request Form**.

Service contains following parts:

Level Support: This refers to user support in the form of problem management in writing (e-mail, service portal) in which requests sent through the Customer Service are processed by the contractor at specialist level.

Continuous Maintenance: This refers to the ongoing support of the applications used and the performance analysis. The service will be provided either on a proactive basis or in response to the European Schools' requests depending on the task definition. In the event of any known bottlenecks or problems, the contractor will actively contact the European Schools.

Continuous Improvement: The contractor also provides continuous improvement services, which include improvement and further development of the system at the request of the European Schools. The contractor understands these services to include:

- Adapting, improving and further developing running applications;
- Development services for newly defined needs.

Change Management - Major Change Request: Implementation of change requests in the OSGES's system as project work (Change Request Management). Examples include the introduction of new software components, implementation of business processes, interface programming, or the creation of an archiving concept. The supplier and the OSGES should agree on a common identification of the major change request.

Change Management – Minor Changes Request: As part of the Continuous Improvement process, running applications are optimized and adjusted to new requests. For example, optimize business processes, create reports, support test scenarios, update documentation, and proactive performance optimization.

Documentation detailing any changes implemented by the contractor is sent to the European Schools at the end of each month as a Ticket into the contractor Service desk.

It is the OSGES's duty to transfer this documentation of the changes into the contractor Service desk.

4.1 SERVICE SUPPORT STRUCTURE

The contractor during the agreed service time will provide a support structure to ensure that the technical and application expertise resources required to provide the service are available and that have a sufficient competency in the English and French languages to communicate with OSGES including their contact data (email, telephone).

The OSGES will ensure that all Key Users are familiar with the support process including ticket creation and processing via the contractor Service desk.

This includes in particular:

- Appointing a Service Delivery Manager (SDM)
- Establishing a ticketing, monitoring, and reporting system for the European Schools

Before the contract starts, the European Schools will name a key contact person that will act as the counterpart for the contractor's SDM. This key contact person has to be knowledgeable about the objective of this contract and this key contact person has to be equipped with the necessary competencies and authorizations to make necessary decisions on behalf of the European Schools.

Under this contract, an error or request will be processed after a ticket has been issued to contractor detailing the fault/ request. The OSGES must open the Ticket as described in **Annex C**: Change Requests.

If during the provision of the agreed services changes are identified that in the OSGES's or the contractor's view affect the scope (by material reduction or excess), content, methods, or schedule, they must be agreed by written amendment or supplement to the contract.

4.2 SERVICE TIME

The Contractor implements a Service Desk function which the OSGES users may invoke when they need assistance from the Contractor.

Monday to Friday, 07:30 – 19:30 local time at the place of delivery of the Service, except public and specific OSGES holidays. During the period of the correction of European Baccalaureate examinations (3 to 4 weeks per year), the working time will be 24 hours per day, 7 days per week.

4.3 REACTION TIME

The Initial Response Time is the time that passes from the receipt of the message until the first qualified response. Initial Response Time is measured in the contractor ticket tool.

SL indicator	Reaction time	Required Service level for remediation
Ticket priority 1	60 Minutes	4 Business Hours
Ticket priority 2	3 Business Hours	8 Business Hours
Ticket priority 3	8 Business Hours	24 Business Hours
Ticket priority 4	24 Business Hours	96 Business Hours

If the European Schools changes the priority of a message, the service level “Initial Response Time” restarts from this point. The contractor can only maintain the agreed “Initial Response Time” service level parameters for tickets that have been submitted according to the relevant support concept.

4.3.1 Priorities

Each ticket gets assigned one of the following priority levels:

Priority 1 – Very high

Major system(s) down; no work-around exists. Email, network, or phone system. Business stopped. User Impact All

Priority 2 – High

Major system(s) down; work-around exists. Email, network, phone system. Business interrupted. User Impact More than one end User

Priority 3 – Medium

Workstation issues; work-around exists. Password changes, security changes. End-user workflow interrupted. User Impact Usually a single end user

Priority 4 - Low

Workstation issues; work-around exists. Workstation configuration issues. End-user workflow is inconvenienced. User Impact Usually a single end user

The OSGES initially sets the priority when creating the ticket and may alter the priority during the processing cycle. Based on mutually agreement, the contractor may also adjust the priority.

4.3.2 Measurement

When a Customer user invokes the Service Desk, the waiting time before the user is serviced by a Service Desk operator is measured.

This KPI, the Service Desk Reaction & Remediation Time, must be measured by the contractor and the measured value should reach a defined objective. If it is declared (by the Contractor) or observed (by the OSGES) that the given objective is not respected, Liquidated Damages will be applied

4.3.3 Liquidated damages

Service Desk Response Reaction & Remediation Time: Waiting time when a user invokes the Service Desk before the OSGES gets serviced.

All Liquidated Damages are cumulative during a given month, but the total of all Liquidated Damages paid by the Contractor to the Customer on monthly basis is **capped** by the following amount:

- 15 % of the total amount invoiced to the OSGES the previous month.
- If several deviate due to the same root cause and therefore induce liquidated damages claimed in one month the total amount invoiced to the OSGES the previous month will not exceed 30 %.

5 AVAILABILITY

After the signed contract has been submitted, the contractor will make the service available according to the following schedule:

- Service level during the period of the correction of the European Bacculaureate examinations (3 to 4 weeks per year)
- The period of correction will vary each year and the contractor will be informed each year of the period in question.
- Outside of the correction period of the European Bacculaureate examinations, availability can decrease to 95%.

SL indicator	Required Service Level
Software platform Monthly Availability	The maximum downtime will not exceed (99,5% availability): <ul style="list-style-type: none"> • 3.60 hours in one month, • 50.4 minutes per week • 7.2 minutes per day

5.1 DEFINITION

The Contractor uses an infrastructure in order to deliver the Services to the OSGES, as well as making a website available to allow the organisation to correct the European Baccalaureate examinations online.

Service availability (SA) is defined as the percentage of the time during which the OSGES actually succeeds in making use of the Services as requested and programmed by the Contractor beforehand.

Any downtime of the infrastructure which prevents the OSGES from being able to exploit services which where programmed is considered as a period of time of Service unavailability.

5.2 MEASUREMENT

Service availability is measured as the average percentage of the time that the Service was functioning in accordance with the specifications over a given reference period. The tool to measure it is the Contractor's reporting. The reference time period is defined as a calendar month.

We define that during the reference time period the amount of downtime concerning the infrastructure was “i”. The Service availability is then calculated by:

$$A_s = 100\% \times \frac{T_s - \sum(t_i)}{T_s}$$

Where:

- AS = infrastructure availability during the period.
- i = index of the occurred downtime or incidents.
- ti = total number of minutes that the Service was not functioning as specified during the period, minus specifically excluded duration (in minutes) of actual maintenance and scheduled upgrades during scheduled maintenance windows subject to a prior notice to the OSGES
- Ts = the total number of minutes in the specified period

This KPI must be measured by the contractor and the measured value should reach a defined objective. If it is declared (by the Contractor) or observed (by the OSGES) that the given objective is not respected, Liquidated Damages will be applied.

5.3 LIQUIDATED DAMAGES

Provider's offer with measure period