****

**eAgenda Solution**

**Service Level Agreement (SLA)**

|  |  |
| --- | --- |
| **For**: | **By:** |
|  | cubic-artlogo |
| **The Executive Council** | **Cubic Art Technologies** [www.cubic-art.com](http://www.cubic-art.com) |

IT Enterprise Business Solutions

**Contact person:** Fadi Hasan

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Table of Contents

[1 Introduction 6](#_Toc391857802)

[1.1 Purpose and Objectives 6](#_Toc391857803)

[1.2 Parties to the Agreement 6](#_Toc391857804)

[1.3 Commencement Date 6](#_Toc391857805)

[1.4 Duration of Agreement 6](#_Toc391857806)

[1.5 Non-exclusive Agreement 6](#_Toc391857807)

[1.6 Definitions 7](#_Toc391857808)

[2 SCOPE OF WORK 9](#_Toc391857809)

[2.1 Supported Systems and Modules 9](#_Toc391857810)

[2.2 Standard Support Services 9](#_Toc391857811)

[2.3 Non-standard Support Services 9](#_Toc391857812)

[2.4 Service Availability 10](#_Toc391857813)

[2.5 Place of Service Delivery 10](#_Toc391857814)

[2.6 Changes to Services 10](#_Toc391857815)

[2.7 Client’s Delays 11](#_Toc391857816)

[3 PERFORMANCE, TRACKING AND REPORTING 12](#_Toc391857817)

[3.1 Key Personnel Changes 12](#_Toc391857818)

[3.2 Service Level Reporting 12](#_Toc391857819)

[3.3 Service Review Meetings 12](#_Toc391857820)

[4 PROBLEM MANAGEMENT 13](#_Toc391857821)

[4.1 Support and Service Desk Services 13](#_Toc391857822)

[4.2 Problem Definition 14](#_Toc391857823)

[4.3 Problem Resolution 16](#_Toc391857824)

[4.4 Problem Escalation 16](#_Toc391857825)

[5 COMPENSATION 18](#_Toc391857826)

[5.1 Professional Services Fees 18](#_Toc391857827)

[5.2 Invoices (Monthly Basis) 18](#_Toc391857828)

[5.3 Payment Terms - 18](#_Toc391857829)

[6 CLIENT DUTIES AND RESPONSIBILITIES 19](#_Toc391857830)

[6.1 Processing and Authorization of Invoices 19](#_Toc391857831)

[6.2 Client Personnel, Facilities and Resources 19](#_Toc391857832)

[6.3 Training on Specialized Equipment or Tasks 19](#_Toc391857833)

[7 Third Parties 20](#_Toc391857834)

[7.1 Third Party’s Claims 20](#_Toc391857835)

[7.2 Exclusions 20](#_Toc391857836)

[8 GENERAL 21](#_Toc391857837)

[8.1 Force Majeure 21](#_Toc391857838)

[8.2 Intellectual Property Rights 21](#_Toc391857839)

[8.3 Confidentiality 21](#_Toc391857840)

[8.4 Governing law and Resolution of Disputes 21](#_Toc391857841)

[8.5 Entire Agreement 22](#_Toc391857842)

[8.6 Severability 22](#_Toc391857843)

[8.7 Exhibits 22](#_Toc391857844)

[9 Appendix A: Fees 23](#_Toc391857845)

[9.1 SLA Value 23](#_Toc391857846)

[10 Appendix B: Cost Sheet 24](#_Toc391857847)

[11 Appendix C: Change Request Form 25](#_Toc391857848)

Revision History

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| **1.0** | Aug 24, 2014 | Creating SLA Document | **Cubic Art Technologies** |
|  |  |  |  |
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|  |  |  |  |

# Introduction

## Purpose and Objectives

This Agreement (the “Agreement”) outlines the terms and conditions under which the CUBIC ART TECHNOLOGIES will provide specified Services to **Executive council of Dubai**. The objective is to provide a basis and framework for the delivery of high quality services that meet the client needs.

## Parties to the Agreement

This Agreement is made by and between:

**CUBIC ART TECHNOLOGIES L.L.C** (hereinafter referred to as “**Supplier**”) whose address is at:

P.O. Box 45952, Abu Dhabi -UAE, Tel: +971 2 65 91 000, Fax: +971 2 65 91 000 in Abu Dhabi

**Executive council of Dubai** (hereinafter referred to as “Client”), whose address is at:

P.O. Box (72233) Dubai –UAE.

## Commencement Date

This Agreement will commence as of the date of its signature by the authorized representatives of the Parties.

## Duration of Agreement

This Agreement is for a period of **(one Year)** beginning on the Commencement Date. The renewal of this Agreement is subject to the mutual written agreement of both Parties. Should Client be not satisfied with the services of the Supplier, Client shall have the right to terminate this Agreement with a **45 days** prior written termination notice without assuming any liability. This Agreement will not be automatically renewed unless a written notice is received by the other Party 45 days prior to the expiry date of the Agreement; both Parties are entitled to terminate this agreement by addressing a 45 days written notice to terminate this Agreement. This is a standard CUBIC ART TECHNOLOGIES rule and it’s not subject to change.

## Non-exclusive Agreement

It is understood and agreed that this Agreement does not grant to the Supplier any exclusive rights to do business with the Client. Client may contract with other suppliers for the procurement of similar services. Nothing in the Agreement prevents the Supplier from marketing, developing, using and performing similar services or products to other potential clients.

## Definitions

|  |  |
| --- | --- |
| **Term name** | **Description** |
| **Affiliate** | A subsidiary organization, sister organization or an organizationally connected entity to either party. |
| **Change control procedures** | The agreed process to be followed when changes are required either to this Agreement or to the Services. |
| **Commencement date** | The date that the Agreement is considered to be effective as per Clause 1.3 above. |
| **Defective or inadequate performance** | The delivery of services where the performance levels does not meet an agreed minimum criteria |
| **Disclosing party** | The party who has disclosed confidential information to the other party. |
| **Initial period** | The Agreement period from the Commencement Date to the first renewal date. |
| **Intellectual property rights** | The registered or non-registered ownership of patents, trademarks, registered design, know-how or copyright. |
| **Key personnel** | Those persons employed by the Supplier who have a key role in the delivery of the services to the Client. |
| **Non-standard services** | Those services which are customized to meet the requirements of the Client. |
| **Place of service delivery** | The address or addresses of the Client’s or Supplier’s premises where the Service delivery is deemed to take place. |
| **Problem escalation** | The agreed procedure for alerting and notifying increasingly senior members of the Supplier’s management of the non-resolution of problems. |
| **Problem management** | The agreed procedures for providing support and problem resolution services to the Client. |
| **Professional fees** | The remuneration or compensation, other than reimbursable expenses, due to the supplier for the provision of the Services. |
| **Receiving party** | The party who has received confidential information from the other party. |
| **Service availability** | The times and periods that the Supplier will make the Services available to the Client. |
| **Service component** | A divisible and identifiable part of the overall Services to be delivered. |
| **Service review meetings** | regular meetings that are held between representatives of the Supplier and the Client specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery |
| **Support and Service desk services** | The specified support services provided by the Supplier to the Client to assist the Client’s personnel to understand, operate and execute the delivered Services. |
| **Help Desk System** | The System used to log client’s events and tracking the tickets reported.  <https://support.cubic-art.com> |

# SCOPE OF WORK

## Supported Systems and Modules

The scope of this SLA is to support the **TEC eAgenda**, which is currently implemented and utilized at the client’s organization and was delivered and implemented by the Supplier.

## Standard Support Services

Under this agreement, the Supplier shall provide Technical Advisory Services (TAS) that apply on the supported systems and modules described in section 2.1 of this document. The number and duration of the provided TAS are detailed in section 2.3 of this document, and following are the support activities under each provide TAS:

1. **Corrective Maintenance**: This is defined as activities associated with root-cause analysis and bug-fix isolation and resolution. It consists of the following two processes:
   1. **Incident Management**: Emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
   2. **Problem Management**: For resolving the underlying root causes of incidents. Problems will be reviewed to determine their root causes.
2. **Assistance with application environment support:** Advise about how to use, maintain, and support application environments, which includes: .NET framework, IIS, MS SQL 2008 back end database configuration, application folders, configuration files, and any other components within the application environment.
3. **Study and evaluate change requests** with the client (consultancy) whenever asked for.

## Technical Advisory Services (TAS)

Under this agreement, we are offering to provide the following TAS categories and numbers:

|  |  |
| --- | --- |
| TAS Hours Per Contract = 100 TAS Hours | |
| Incidents Categories- Priority | **No. of Incidents / Contract** |
| Critical | 2 |
| High | 3 |
| Medium | 4 |
| Low | 5 |

**Notes and Terms**:

1. Any Remaining TAS Hours will not be carried to next year Support SLA.
2. The SLA will expire either by consuming TAS hours or total incidents
3. In case of extra extension; proration of incidents and TAS hours apply

## Service Availability

Supplier shall provide a service desk to be available on call during formal UAE working hours (8.30am – 5.30 pm), and five days each week, from Sunday to Thursday.

The service availability will be subject to the following conditions:

* Supplier shall provide available, operational and reliable service with a solid response time that will be maintained under this Agreement.
* Downtime duration may vary according to the nature of the operation performed on Client site.
* Supplier will perform releases, fixes and maintenance in non-core TEC business hours’, which is after 4:00 PM (UAE time) to minimize any major working hour interruptions unless explicitly agreed otherwise with the Client.
* Supplier will not be responsible for any downtime caused by a third party system failures or unauthorized changes of the system performed by Client or any other party without the express approval of Supplier.

## Place of Service Delivery

The support services included in this SLA is considered second level support, and it doesn’t necessitate the physical existence of Supplier support team at client premises. With the exception of the on-site visit each quarter, it is assumed that the delivery of the support services will be performed remotely. However, if the supplier was not able to provide the services without visiting client premises, these visits will be arranged with the client accordingly at no additional cost.

## Changes to Services

Either Party may propose changes to the scope, nature or time schedule of the services being performed under this Agreement. The Parties will mutually agree in writing to any proposed changes, including adjustments to fees and expenses as a result of any changes to the services. All changes are to be subject to the change control process and procedures and must be approved in writing by both Parties.

Accordingly, in the event that the Client request any service that will affect the schedule or require additional efforts other than the declared services under this Agreement; a change request must be submitted through the previously mentioned channels, whereas Supplier will provide a well-defined change procedure that handles these new required changes as listed below:

* Client specifies the nature of the required change using the Help Desk System provided by Supplier’s Technical Support department to initiate the Change through <https://support.cubic-art.com>. Or as per Change of Request form Appendix C.
* Client will use there predefined Account on the helpdesk system to initiate the request
* Supplier advises Client of the likely impact on the project in terms of effort, cost and project schedule. If the Client decides to proceed with the change Supplier will perform a more detailed analysis.
* Supplier performs an impact analysis and reports the result thereof to Client. The report will detail which elements of the system and resources are affected.
* Supplier re-costs the change (if appropriate) on time & material basis according to the cost sheet mentioned in Appendix B and provides details of any change to the project timescales.
* Client agrees/rejects the change request.
* Based on the above, any new change shall fall under new legible commencements and agreements dependent upon this change nature, time and resources needed.

## Client’s Delays

Supplier will not be responsible for any delay in delivering the required services, if there were no cooperation from Client which led to prevent Supplier from performing these services.

# PERFORMANCE, TRACKING AND REPORTING

## Key Personnel Changes

Supplier will notify the Client in advance of changes to any key personnel that could affect the delivery of the Services to the Client. For clarity this includes the Primary and Back-Up Support Engineers.

## Service Level Reporting

During the term of this Agreement, reports on actual service levels achieved will be provided to Client on quarterly basis this will cover each Service Component delivered and the performance achieved compared with target. These reports are to be provided to Client within **10** **working days** after the end of each **quarter,** which will be generated through the Help Desk System provided by the Supplier.

The content of the quarterly report should include as a minimum:

* No of calls received / resolved per month per module (and details of whether these were Incidents / Requests, phone calls / site visits)
* Time to respond / resolve calls – average per severity
* No of calls (and details) where Response / resolution failed target – and detailed reasons for this
* Details of any major support activities during the period
* Observations or pro-active recommendations related to the supported systems
* Up to date inventory of support hours and support requests used / available

## Service Review Meetings

Service Review meetings will be held on at least a quarterly basis at the Client’s premises. The issues to be covered in the said meetings will include (as applicable):

* Service performance levels
* Support performance levels
* Installation performance
* Equipment issues
* System issues
* Compensation issues
* Administrative Issues
* Security Issues
* Changes proposed

# PROBLEM MANAGEMENT

## Support and Service Desk Services

Supplier will provide ongoing assistance to the Client to support the services provided through comprehensive service desk facilities.

Supplier shall provide customer support during Supplier office working hours; Sunday to Thursday, 8:30 AM to 5:30PM UAE local time.

The supplier shall provide two support communication channels to the client:

1. An active email address [support@cubic-art.com](mailto:support@cubic-art.com)
2. A Help Desk System to log the tickets and changes required <https://support.cubic-art.com> with the provided username and password to login to the system to review and submit tickets.
3. A live chat facility through <https://support.cubic-art.com> where available engineers will be able to respond instantly to requests.
4. A UAE hot line phone number +971 (2) 6591000

Client’s Authorized Customer Representative (ACR) shall report issues, or otherwise request the provision of support services by one of the above channels, each reported issue/request shall be allotted a reference number, assessed, tracked, and then escalated to the necessary level.

Accordingly, Client ACR will be informed with incident progress status at a frequency determined by the severity of the incident.

After obtaining mutual consent, and with the agreement of Client’s contact person, the incident shall be closed.

Hot line support will be covered during normal working hours. Acknowledgement of a received support request will be within one working hour either by:

* An email message reply (not including automated response messages); or
* A phone call.

If an escalation is necessary, Client is advised to escalate as per the escalation path explained in section 4.4

## Problem Definition

The following standard problem definitions will apply to the services provided under the terms of this Agreement.

|  |  |  |
| --- | --- | --- |
| ***Priority Description*** | | |
| Priority Code | Priority Name | Priority Definition |
| **1** | Critical | Means an occurrence event that has a critical business impact. The service is not operational. |
| **2** | High | Means an occurrence that has a major business impact. The service is available but important function(s) are not useable. |
| **3** | Medium | Means an occurrence that has a minor business impact. The service is not seriously affected but not functioning as intended, but may have degradation in performance. |
| **4** | Low | Means an occurrence that has negligible business impact. The service is functioning as intended but may have degradation in performance or availability to redundancy. |

Supplier will work on providing a Problem resolution in accordance with the assigned priority as following:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Impact | | | | | | |
|  | High | | | | Medium | Low |
| Urgency | | High | | Critical | High | Medium | Priority |
| Medium | | High | Medium | Low |
| Low | | Medium | Low | Planning |
| Priority = | Urgency X Impact | | | |
| Expected Effort | | | |

Client’s Authorized contact is entitled to raise the priority level of the technical support request based on ACR business needs. In the case, that the priority level is raised while it would not normally qualify for such a raised level, Supplier is entitled to charge an extra cost for expedited service.

Based on the work progress, Problem status will change as listed below:

* **Open** – The support request has been logged and opened.
* **Active** – The support request has been assigned to a technical engineer.
* **In Progress** – The support request is being worked on.
* **Resolved** – The support request is completed / solved.
* **Pending at customer** – Waiting for User feedback, under testing, or third party involvement.
* **Pending at vendor** – Waiting for vendor feedback, vendor fixes… etc.
* **Closed** – The support request has been closed after completed
* **Change Request** – For development requests.
* **Change Request Cancelled** – The change request has been canceled by one or both parties.
* **Change Request Proceeded –** The change request was approved, and the change request procedure started.

Updated to support requests will be noted directly into the Clients helpdesk system, with a full and detailed explanation of investigations undertaken, issues identified, proposed or completed activities and timelines etc. In the event that the helpdesk system is unavailable, the Client will be advised by e-mail and / or telephone update. All updates and changes to status will be provided fully and in a timely manner, to enable effective tracking of cases and measurement of performance against targets

## Problem Resolution

Supplier shall provide a resolution to the problems in accordance with the assigned priority as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| *Service Desk Response according to Priority* | | | |
| Priority Code | Priority Name | Initial Response | Resolution Target (Within) |
| 1 | Critical | 2 Hours | 8 Hours |
| 2 | High | 2 Hours | 16 Hours |
| 3 | Medium | 2 Hours | 24 Hours |
| 4 | Low | 2 Hours | 48 Hours |
| **Hours mentioned means during working hours not including holidays. i.e. 16 Hours means within 2 working days** | | | |

## Problem Escalation

To ensure that Client receives management attention on unresolved issues, Supplier operates a problem escalation procedure so that any unresolved problems are notified to Supplier’s operational and management personnel on a priority basis dependent upon the severity of the problem. Supplier shall provide two different tracks to escalate support incidents:

* Professional Services Support track
* Customer Relationship Management track

On normal cases Client is expected to use the Professional Services Support Track, If Client feels that this track failed or they need to escalate a service request in order to increase its focus, the Customer Relationship Management track will be used.

### Professional Services Support Track

The professional services support track consists of four reporting levels:

1. Supplier provided support email ([support@cubic-art.com](mailto:support@cubic-art.com))
2. Head of Technical Support Department (Mr. Ahmad Osama ([aosama@cubic-art.com](mailto:aosama@cubic-art.com))– 0558438809)
3. Operations Manager direct Contact (Mr. Yarob Awwad ([YAwwad@cubic-art.com](mailto:YAwwad@cubic-art.com)) – +97126591007)

### Customer Relationship Management Track

If Client needed to escalate a service request in order to increase its focus where it has failed or may fail by the above levels contacts, please contact Project Account Manager; as an escalation point, with the following information:

Name: Fadi Hasan

Title: Account Manager

Land Phone number: +97126591003

Mobile phone number: +971 55 8555 210

Email address: [fhasan@cubic-art.com](mailto:fhasan@cubic-art.com)

# COMPENSATION

## Professional Services Fees

The professional fees payable for performing either the standard services or the non-standard services as provided for hereunder are to be in accordance with the basis as defined in **Appendix A** of this Agreement.

## Invoices Schedule

The following invoicing schedule applies for this SLA:

1. AED 60,000 upon the signing of this contract

## Payment Terms -

Within 30 days of receipt of valid invoice – as per existing terms

All fees and expenses are to be paid to the Supplier, in the currency of the invoice, by cheque or wire transfer of funds in the name of CUBIC ART TECHNOLOGIES L.L.C to the account designated by the Supplier. All invoices are payable within 30 days from the date of receiving the invoice by the Client. Any amounts disputed in good faith may be deducted from the invoice and the remainder must be paid by the due date. The disputed amount should be notified in writing to Supplier within 15 days of receipt of the invoice giving the reasons for withholding payment. Upon receipt of the Client’s dispute notice, Supplier and Client will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. Client agrees to pay any disputed amounts within 15 days once the issues have been resolved. In the event that Client fails to object to any disputed amount within the aforementioned 15 days, Client shall be considered to have accepted the said invoices as issued by Supplier and accordingly same shall become immediately due and payable by Client.

# CLIENT DUTIES AND RESPONSIBILITIES

## Processing and Authorization of Invoices

Client undertakes to process and settle invoices by the due dates.

## Client Personnel, Facilities and Resources

In order to enable Supplier to provide the Services under this Agreement in a professional and timely manner, Client undertakes to make available to Supplier at all times during the term of this Agreement suitable and safe access to the Client’s facilities and systems. In addition, we expect the Client to provide the in production (latest) source code for the maintained systems.

## Training on Specialized Equipment or Tasks

Client will ensure that all its personnel who work on the Supplier’s systems or equipment are adequately trained and fully qualified to ensure the safety of the Client’s personnel and to safeguard Supplier’s systems and equipment.

# Third Parties

## Third Party’s Claims

Supplier warrants that any works of authorship written and/or invented by the Supplier’s personnel will not infringe any third party copyrights, patents or trade secrets. If a third party takes action against Client for any such infringements , then the Supplier will, at its own expense, settle the said claim or arrange to defend and hold harmless the Client in relation to such actions.

## Exclusions

Supplier shall not be responsible for any infringements to third party copyrights, patents or trade secrets where Client has made amendments to original documents and similar works prepared by Supplier without the express prior written approval of Supplier, or where the Client or any of its employees fail to use the most recent versions of such works that have been delivered by the Supplier.

# GENERAL

## Force Majeure

Except in respect of payment liabilities, neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.

## Intellectual Property Rights

Both Parties acknowledge the intellectual property rights of the other party whether registered or not.

## Confidentiality

Both Parties agree to keep confidential all information concerning the other party’s business or its ideas, products, customers or services that could be considered to be “confidential information”. “Confidential information” is any information belonging to or in the possession or control of a party that is of a confidential, proprietary or trade secret nature and that is furnished or disclosed to the other party. Confidential information will remain the property of the disclosing party and the receiving party will not acquire any rights to that confidential information.

## Governing law and Resolution of Disputes

This Agreement shall be governed by and construed in accordance with the UAE laws.

**All differences and disputes between the parties related to the validity, effectiveness, execution, cancelation and termination of the contract will be tried to be settled amicably through constructive discussions between the parties. If otherwise, all cases will governed and constructed in accordance with UAE law and be referred to the Abu Dhabi Court, which shall have exclusive jurisdiction to hear all such disputes.**

Notices required under this Agreement are to be sent to the address and persons specified in this Agreement. Notices are to be sent in writing by either registered post, recorded post, emailed, express courier service or be delivered personally.

## Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all other prior understandings, negotiations and agreements between the Parties for the provision of services under this Agreement.

## Severability

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the Parties.

## Exhibits

The Appendices referred to in, and attached to, this document are to be considered an integral part of this Agreement and shall be read in conjunction therewith.

# Appendix A: Fees

Appendix A provides information on Supplier’s professional fees structure to be charged by the Supplier in respect of Standard and Non-standard Services deliverable under the terms of this Agreement.

CUBIC ART TECHNOLOGIES Will Charge Client for its Standard and non-standard services with the below amount for **One Year SLA agreement**, this fee will be due according to the Invoices terms in the compensation section of the SLA.

## SLA Value

The following table clarifies the SAL cost breakdown offered within this agreement:

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Item** | **Value (AED)** | **Note** |
| 1 | Standard Support Services | 60,000 AED | (14 TAS of 100 hours) for one year |
| 2 | On-site quarterly visit and reporting | *Free of Charge* |  |
| 3 | Changes Requests |  | Kindly see costing sheet appendix B for changes order after the balance of the pre-paid man-days equal zero |
| 4 | Included changes and enhancements (charged on an ‘as-used’ basis) | 0 AED | No changes included within this SLA |
|  | **Total:** | **60,000 AED** | **AED** |

# Appendix B: Cost Sheet

The following table illustrates CUBIC ART TECHNOLOGIES’ Cost Sheet per man-day

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Description** | **Cost/ Man-day (Regular Working Hours)** |
|  | Project management | 3,600 |
|  | Business Analysis | 3,600 |
|  | Development and Deployment | 2,500 |
|  | Quality Control and Testing | 2,500 |
|  | Graphics Design | 2,400 |
|  | Documentation | 2,300 |
|  | Knowledge Transfer and user training | 2,500 |

This cost sheet is applicable for the support period (Fifteen months Membership) and for contract duration not less than 2 weeks, if requirement/Agreement is needed for subsequent years, then the cost may be subject to change.

# Appendix C: Change Request Form

**Change Request Form**

|  |  |
| --- | --- |
| **For**: | **By:** |
|  | cubic-artlogo |
| **The Executive Council** | **Cubic Art Technologies** [www.cubic-art.com](http://www.cubic-art.com) |

IT Enterprise Business Solutions

**Contact person:** Fadi Hasan

**Ref:** CR-CAT-TEC-date

**Version**: 1

**Submitted on:** date

Revision History

|  |  |  |  |
| --- | --- | --- | --- |
| **Version** | **Date** | **Comments** | **Originator** |
| **1.0** | Insert date | Comments by technical team | **Technical Team** |
| **1.1** | Insert date | Comments by technical Operation | **Operation Manager** |
| **1.2** | Insert date | Comments by technical Business | **Business Development** |
| **1.3** | Insert date | Comments by technical Client PM | **Clint Project Manager** |

**Change Request tracing information**

|  |  |
| --- | --- |
| **Part A : For Customer Use** | |
| **Client Name** | **The Executive Council – Dubai** |
| **Project Name** | eAgenda |
| **Raised By** | Insert Client Project Manager name |
| **Date Logged (DD/MM/YYYY):** | Insert Date of the change request |
| **Approved by** | Insert Date of submission |
| **Change Description:**  Insert Description for the change request | |
| **Part B : For Cubic Art Use – Business Development** | |
| **Type 1: Change Request**  **2: Bug Report)** | Select the change type |
| **Date Logged (DD/MM/YYYY):** | Insert change received date |
| **CR Reference No. (CAT-Client-Date-No):** | Insert reference number |
| **Reviewed By:** | Account manager name |
| **Date:** | Insert the submitting date back to the customer |
| **Number of Man-days required** | Insert the number of man-days required to complete the work |
| **Pre-Paid Man-days** | Insert the balance remaining after deducting the man-days |

**For Cubic Art Technologies Reference**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Change Request Background** | | | | |
| **Priority:** 1- Critical | 2- High | 3 – Medium | 4 - Low | | | Select a number | |
| **Technical Justification:** | | | | |
| Insert Business Description | | | | |
| **Project Manager Assessment (For Cubic Art Use Only)** | | | | |
| **Impact on Project Quality:**  Insert description | | | | |
| **Impact on Project Risk:**  Insert description | | | | |
| **Project Manager Recommendation:**  Insert description |  |  | |  |
| **Reason for Recommendation:**  Insert description | | | | |
| **Planned completion date:**  Insert description | | | | |
| **Comments:**  Insert description | | | | |