



## **SERVICE LEVEL AGREEMENT(SLA)**

For ICT Support  
By  
IT WORKS

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Prepared By: Peter Perfect

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## 1. Introduction

IT WORKS have established an ICT network for the provision of technology services. IT WORKS also provides technology service support to its clients hosted by IT WORKS through a managed data centre.

A *Memorandum of Understanding* (MOU) is a formal agreement between IT WORKS clients and IT WORKS with respect to the joint ownership and operation of technology services including hardware, software websites, applications and staff. As detailed in the MOU IT WORKS will supply specific services to clients for specific technology service support.

This Agreement sets out in specific and measurable terms the deliverables of services to be provided, problem resolution, delivery roles and responsibilities for the services and the duration and administration of the Agreement.

### 1.1. Purpose and Scope of Service Level Agreement

This Service Level Agreement (SLA) recognises the business relationship that exists between IT WORKS and IT WORKS clients. Its purpose is to enhance this relationship by defining the levels of service required for the support of technology services. Unless specified otherwise, all services documented in this SLA are included.

The body of this SLA documents the terms and conditions of the agreed services. Any extended or additional services requested by IT WORKS clients require negotiation and documentation in the appropriate Schedule.

### 1.2. The Parties

**The Provider of services:**

**IT WORKS**

**The Client for services:**

**IT WORKS clients**

## 2. Description of Services Provided

Services provided by the Provider to the Client under this SLA include both Monthly Contracted and Ad Hoc Services as defined below:

### Agreed Services

- **Relationship Management**
  - Between the Provider and the Client;
  - Between the Provider and 3rd Party Suppliers.
- **Operational Support**
  - Provision of a Service Desk function;
  - Call Management for the agreed technology service Infrastructure related calls;
  - Management of 3rd Party Suppliers in accordance with the defined SLAs with those 3rd Party Suppliers;

- Managing the implementation of all system upgrades and patches with all 3rd Party Suppliers;
- Participate in the Strategic Planning for technology services;
- Managing the preparation of quarterly reports for stakeholders.
- **Contract Management**
  - Management and administration of the agreed technology services contracts.
- **Financial Management**
  - Management, raising and payment of all technology services invoices.
- **Management Reporting**
  - Managing the preparation of quarterly reports for the stakeholders which detail:
    - 3rd Party Supplier performance;
    - Financial Reports on expenditure.
- **Hosting**
  - Provision of the Infrastructure environments to host the agreed technology services (Development, Testing, and Production);
  - Support and Maintenance for the Infrastructure to host the technology services (Development, Testing, and Production);
  - Management of 3<sup>rd</sup> Party Suppliers for the Infrastructure environment;
  - Management of the System Administration Functions for the infrastructure Environment (Development, Testing, and Production);
  - Database Administration for the technology services (Development, Testing, and Production);
  - Technology service Backup and Monitoring services;
  - Virus Management Administration
  - Uninterruptible Power Supply
  - Data Centre Hosting facilities

### **Additional Services**

Any services not listed under the Agreed Services are out of scope of this SLA. If IT WORKS clients require any additional services then these services will be negotiated and agreed upon on an individual basis. If they are services required on an ongoing basis then they will be documented in the appropriate Schedule of this Agreement.

The remainder of this document details the level of Agreed Services to be provided.

## **2.1. Service Level Management**

Delivery of the agreed services will be managed via the IT WORKS ICT Services Service Delivery manager.

Details of the agreed services, service level management process and related metrics are in Appendix B.

### **3. Term of Service Level Agreement**

This SLA will be in place for 5-years as detailed in the MOU between IT WORKS and its clients.

#### **3.1. Service Level Agreement Review Process**

Due to the nature of this SLA it is recognised by the IT WORKS that the SLA should be reviewed every 12 months on the anniversary date of the agreement to ensure that the expectations of all stakeholders are being met. The effectiveness and accuracy of the SLA will be reviewed. In addition an assessment will be made as to the accuracy of specified services to ensure a true reflection of actual activities being undertaken.

IT WORKS and stakeholders will nominate an independent representative to conduct the annual reviews. The SLA may also be reviewed at any other time at the request of either party.

Circumstances that can lead to a review include:

- A significant change in the level of service required;
- Fundamental changes that affect the Provider's ability to deliver the stated services;
- Fundamental changes in the Client's business model.

Reviews will cover:

- Services being delivered and their appropriateness;
- Appropriateness of frequency measures;
- Roles and responsibilities of both Provider and Client;
- Assessment of services against Key Performance Indicators;

#### **3.2. Variations to the Service Level Agreement**

The SLA needs to remain relevant to the business needs of the Client. Accordingly changes in processes and/or technology mean that the SLA needs some flexibility to keep pace with such changes. Therefore should this document require changing or updating prior to the specified review periods, initial negotiation of the required change should occur through the stakeholders in consultation with the IT WORKS ICT Services Service Delivery Manager. Formal sign off on revised agreements will be between the Provider and IT WORKS clients.

#### **3.3. Termination of the Service Level Agreement**

Termination of this SLA will be in accordance with the clauses **n** and **n** detailed in the MOU.

IT WORKS clients will be responsible for developing a disengagement plan.

## **4. Customer Relationship**

The nominated client representative and IT WORKS Service Desk will be the day-to-day contacts for the resolution of any incidents and problems for the agreed services and for any proposed new service the IT WORKS ICT Services Service Delivery Manager. The nominated client representative will be the escalation contact for the resolution of any issues that cannot be resolved by the specified day-to-day contacts for each agreed service or for the negotiation of any proposed new services. In the event of a conflict arising between the nominated client representatives and IT WORKS ICT Services Service Delivery Manager then the resolution of such a conflict will be dealt with in accordance with clauses **n** and **n** detailed in the MOU.

### **4.1. Dispute Resolution**

As detailed in the MOU the nominated client representative and IT WORKS ICT Services Service Delivery Manager agree to work together in good faith to resolve any matter requiring their direction or resolution.

The resolution of any dispute will be dealt with in accordance with clauses **n** and **n** detailed in the MOU.

### **4.2. Client Responsibilities**

These include:

- Establishing a Subject Matter Expert (SME) for their technology service. The SME will be the first point of contact for general operational issues in relation to the provided technology service;
- Ensuring their staff are fully trained in the use of the provided technology service;
- Application Security particularly staff terminations/ resignations must be advised promptly;
- Log all incidents, service requests, and queries for the agreed services through the IT WORKS ICT Service Desk;
- Provide timely replies/responses to queries in resolving issues;
- Responsibility for all goods located on the client's site, whether in use or not, lies with the Client;
- Provide reasonable advance notice to the Provider for new work requests so they can be scheduled for the appropriate resource;
- Provide resources as requested to assist in user testing, projects and other activities related to the Agreed Services and Additional Services;
- Provide input into the preparation of the quarterly reports for the stakeholders;
- Adhere to the IT WORKS policies and procedures as detailed in the following documents:
  - Memorandum of Understanding;
  - Operational guidelines;



- This SLA.
- Conform to agreed Change Control procedures when planning for or implementing changes or requesting new work in relation to provided technology services;
- Ensure that appropriate back-to-back service level agreements exist for 3rd party support contracts that have not been assigned to the Provider, but may impact service levels;
- Engage with the Provider in active planning for growth, future direction;
- Establishing appropriate disaster recovery and business contingency plans with the Provider.

### **4.3. Provider Responsibilities**

These include:

- Provide timely response to all incidents, service requests, and information requests as agreed;
- Escalate calls not resolved as per agreed escalation process;
- Manage 3rd Party Supplier contracts;
- Deliver contracted services to the agreed service levels;
- Provide reasonable advance notice for Client resources required for purposes such as testing;
- Adhere to the IT WORKS policies and procedures as detailed in the following documents:
  - Memorandum of Understanding;
  - Operational Guidelines;
  - This SLA.
- Provide the Client with at least 2 Normal Working Days (NWD) notice of any scheduled downtime (where possible) as per the agreed process;
- Assist in the planning for capacity, growth and aligning service delivery with business needs.

## **5. Service Delivery**

The Provider will ensure that all service delivery outputs are delivered in a timely, accurate and consistent manner. All outputs will be delivered in accordance with the specified service levels as outlined in the Appendices.

The Client will deliver accurate and timely inputs to enable the Provider to deliver the services in the most effective manner possible.

Nominated client representatives will raise any issues in relation to provision of information or services so that these can be addressed promptly.

***The Appendices contain lists of the agreed measures and targets to be met in providing the stated services.***

### **5.1. Quality Control**

Any concerns regarding the quality of services should be escalated to the **IT WORKS ICT Services Service Delivery Manager**.

The quality of services delivered under this SLA will be monitored annually. Procedures are in place to ensure the stated services are maintained to meet agreed measures and targets. Any deficiencies identified between the agreed services and those delivered will be addressed immediately. Feedback on the services received will be monitored in the following ways:

- Discussions between the day-to-day contacts;
- Escalation discussions;
- Quarterly stakeholder meetings;
- Advice and suggestions from Client staff members.

### **5.2. Continuous Improvement**

Whilst this SLA outlines levels of service the intent of the Provider is to provide a service subject to continuous improvement processes, incorporating feedback from both the Client and the relevant 3rd Party Suppliers. Nominated client representatives and stakeholders will actively seek opportunities to enhance service delivery ensuring that the Client is always receiving optimum service.

### **5.3. Third Party Providers**

A number of third party vendors who provide services for technology services provided by IT WORKS and are within the scope of this Agreement and are managed by the Provider on behalf of the Client. These include:

- **Ricoh** (Printing services via a Managed Service);
- **Internode** (ISP);
- **Microsoft** (Cloud services via a Managed Service);

All other third party provider contracts are the responsibility of the Client.

Should there be a third party providing services which impact on the ability of either party to fulfil their obligations under this agreement, the following will apply:

- Any service level failures on the part of the third party will be excluded from the Providers service level management and reporting;
- In the case that the Provider manages the third party service, the Provider will ensure that the required services are supported by an SLA. The Provider will manage escalation and problem resolution with the supplier;
- In the case that the third party service is managed by the Client, the Client will ensure that the required services are supported by an SLA. The Client will manage escalation and problem resolution with the supplier.

## **5.4. Service Level Measurement**

Appendix B contains a list of the agreed measures and targets to be met in providing the stated services. Reporting is carried out on a quarterly basis. These reports are presented and reviewed with the stakeholders.

## **6. Pricing**

All costs associated for all agreed services will be in accordance with the Cost Schedule of the MOU.

### **6.1. Payment**

All payments for the agreed services will be managed in accordance with clause n of the MOU.

## **7. Definitions**

For the purposes of this SLA, the terms applied in this document are defined as follows:

- IT WORKS technology services – means the network and computer system which IT WORKS clients are connected to facilitating technology services for their business;
- Memorandum of Understanding – The agreement between IT WORKS and their clients;
- Operational Guidelines – Means the guidelines referred in the MOU;
- In-scope Services – all services that are covered within the scope of this agreement, and specified in the attached Schedules;
- Service Levels - means the standards and measures for the services as agreed by all parties;
- Schedule - means the schedules identified and located as part of this agreement;
- Normal Working Day (NWD) is defined as any day of the week other than a Saturday, Sunday or public holiday in the locations where services are provided, between the specified support hours;
- Public Holiday (PH) is defined as a national or state public holiday;
- Services means the services as listed in Appendix B;
- Confidential Information includes all information of a confidential nature regarding the previous, current or future business interests, operations or affairs of either party or any of its related corporations or of any person or entity with which either party may deal or be concerned.

## **8. Indemnity**

Refer to clause n of the MOU.

Executed as an Agreement on this date:

**Date: 02/02/2020**

Signed by an authorised representative of the Client:

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**CEO of Company**

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**Name**

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**Signature**

Signed by an authorised representative of the Provider:

Service Delivery Manager  
**Title**

Peter Perfect  
**Name**

*Peter Perfect*  
**Signature**

## Appendix A. – Relationship Contact List

Role	Contact Details
Joe Bloggs Stakeholder for National IT Training	Joe Bloggs Principal Lecturer National IT Training Email: Joe.Bloggs@naitt.edu.au
Evan Erfyl Stakeholder for Erfyl Confectioneries	Evan Erfyl Chief Executive Officer Erfyl Confectioneries Email: Erfyl.Evans@erfylconfectioneries.com.au
Steven Curing Stakeholder for TSA Meats	Steven Curing Director TSA Meats Email: Steven.Curing@tsameats.com.au
Jane Jones Service Desk Manager for IT Works	Jane Jones Service Desk Manager IT Works Email: Jane.Jones@itworks.com.au
Peter Perfect Service Delivery Manager for IT Works	Peter Perfect Service Delivery Manager IT Works Email: Peter.Perfect@itworks.com.au
Sally Smart Chief Information Officer for IT Works	Sally Smart Chief Information Officer IT Works Email: Sally.Smart@itworks.com.au

## Appendix B – Service Levels

Agreed Services and Service Level Management Description	Measurement	Measured By	Charge (excl. GST)
<p>Relationship Management</p> <ul style="list-style-type: none"> <li>• Management of the operational service delivery of all agreed services between the Provider and the Client ensuring delivery to agreed service levels</li> <li>• Management of 3rd Party Suppliers to ensure agreed services are delivered to the Client at the agreed service levels</li> </ul>	<ul style="list-style-type: none"> <li>• Client Satisfaction of 80% or more</li> <li>• 3rd Party Suppliers deliver services according to the agreed SLAs</li> </ul>	<ul style="list-style-type: none"> <li>• Annual review of SLA</li> <li>• Quarterly review of 3rd Party Supplier reports</li> </ul>	
<p>Operational Support</p> <ul style="list-style-type: none"> <li>• Provision of a Service Desk function</li> <li>• Call Management for the agreed technology services Infrastructure related calls</li> <li>• Management of 3rd Party Suppliers in accordance with the defined SLAs with those 3rd Party Suppliers</li> <li>• Managing the implementation of all system upgrades and patches with all 3rd Party Suppliers</li> <li>• Participate in the Strategic Planning for provided technology services</li> <li>• Managing the preparation of quarterly reports for stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>• IT WORKS will provide a Service Desk Function</li> <li>• Call Management for 3rd Party Suppliers will be managed according to their defined SLAs</li> <li>• All System Changes (upgrades and patches) for 3rd Party Suppliers will be managed according to their defined SLAs with the appropriate 2 days notice to the Client</li> </ul>	<ul style="list-style-type: none"> <li>• The provision of a service desk</li> <li>• Quarterly review of 3rd Party Supplier reports</li> <li>• Quarterly review of 3rd Party Supplier reports</li> </ul>	

Agreed Services and Service Level Management Description	Measurement	Measured By	Charge (excl. GST)
	<ul style="list-style-type: none"> <li>IT WORKS ICT Services Service Delivery Manager will participate in the Strategic Planning provided technology services</li> <li>IT WORKS ICT Services Service Delivery Manager will manage the preparation of all management reports</li> </ul>	<ul style="list-style-type: none"> <li>Participation in the Strategic Planning process for provided technology services</li> <li>Quarterly Activity Reports</li> </ul>	
<p>Contract Management</p> <ul style="list-style-type: none"> <li>Manage all provided technology services 3rd Party Supplier contracts in accordance with the agreed service levels</li> <li>Maintaining sound relationship with IT WORKS 3rd Party Suppliers.</li> <li>Analyse and negotiate 3rd party support requirements in conjunction with the client.</li> <li>Escalation and management of requests with the provided technology services 3rd Party Suppliers to meet IT WORKS client business requirements</li> </ul>	<p>Effective contract Management for the following contracts:</p> <ul style="list-style-type: none"> <li>Ricoh</li> <li>Internode</li> <li>Microsoft</li> </ul>	<p>Quarterly review of 3rd Party Supplier reports</p>	

Agreed Services and Service Level Management Description	Measurement	Measured By	Charge (excl. GST)
<p>Financial Management</p> <ul style="list-style-type: none"> <li>• Management, raising and payment of all provided technology services invoices</li> </ul>	<ul style="list-style-type: none"> <li>• Raising and Payment of all provided technology services invoices in accordance with the MOU and 3rd Party Supplier contracts</li> </ul>	<p>Meeting all auditing requirements for all monies received and paid for in relation to provided technology services</p>	
<p>Management Reporting</p> <p>The preparation of quarterly reports for the provided technology services to stakeholders which detail:</p> <ul style="list-style-type: none"> <li>• 3rd Party Supplier performance</li> <li>• Financial Reports on expenditure</li> </ul>	<p>Quarterly reports received by the stakeholders 5 working days before the meeting</p>	<p>Quarterly Activity Report</p>	
<p><b>Hosting</b></p> <ul style="list-style-type: none"> <li>• Provision of the Infrastructure environments to host the agreed provided technology services (Development, Testing, and Production);</li> <li>• Support and Maintenance for the Infrastructure to host the provided technology services (Development, Testing, and Production);</li> <li>• Management of the System Administration Functions for the infrastructure Environment (Development, Testing, and Production);</li> <li>• Database Administration for the provided technology services (Development, Testing, and Production);</li> <li>• Website Administration for the provided technology services (Development, Testing, and Production);</li> </ul>	<ul style="list-style-type: none"> <li>• Infrastructure (Server and Operating System) Availability of 99%</li> <li>• Database Availability of 99%</li> <li>• Network Availability of 99%</li> <li>• Website Availability of 99%</li> <li>• Details on Backup success/failures</li> <li>• Details of software and</li> </ul>	<p>Quarterly Activity Report</p>	



Agreed Services and Service Level Management			
Description	Measurement	Measured By	Charge (excl. GST)
<ul style="list-style-type: none"> <li>• Provided technology services Backup and Monitoring services;</li> <li>• Virus Management Administration;</li> <li>• Uninterruptible Power Supply;</li> <li>• Data Centre Hosting facilities.</li> </ul>	<p>hardware patching for the period</p> <ul style="list-style-type: none"> <li>• CPU Performance and Utilisation</li> <li>• Time to process a standard website transaction 3 seconds for 90% of transactions</li> <li>• Time to process a complex website transaction – 8 seconds for 90% of transactions</li> </ul>		

Additional Services			
	Measurement	Measured By	Charge (excl. GST)
Additional services are offered for a number of services not currently part of the Monthly Contracted services. These services will be supplied when the client initiates a request. The provision of Ad Hoc services will be treated as a project.	As agreed per project	As agreed per project	As agreed per project

## Appendix C – 3rd Party Supplier Contracts Managed by the Provider

3rd Party Supplier	Description of Service
<b>Ricoh</b> <b>Contact:</b> <b>ricohSR@ricoh.com.au</b>	<ul style="list-style-type: none"><li>• Deployment of multifunction (print, scan, copy) and printing equipment and supplies</li><li>• Service requests to resolve client inquiries</li><li>• Equipment repair and maintenance services</li><li>• Preventative maintenance</li><li>• Parts and supplies</li><li>• Equipment moves and relocations</li><li>• Device management</li><li>• Service call log and service history records</li><li>• Equipment end user training</li></ul>
<b>Internode</b> <b>Contact:</b> <b>internodeSR@internode.on.net</b>	<ul style="list-style-type: none"><li>• Ethernet over Copper/Fibre service</li><li>• Continual monitoring of service</li><li>• 24/7/365 support</li></ul>
<b>Microsoft</b> <b>Contact:</b> <b>microsoftSR@microsoft.com</b>	<ul style="list-style-type: none"><li>• Office for the web (Office 365 applications including OneDrive and email services)</li><li>• Compute resources utilised for website, database and storage services</li></ul>

## Appendix D – Priority Response and Escalation Procedure

The following matrix provides the Priority levels, Response times and Target Resolution times.

Priority	Definition	Response times	Target Resolution time
1	The loss of one or more critical components of a system resulting in a major impact on the Client's business. Typically a whole application, Operating System or server would be unavailable. The problem would have a high visibility to the Client and their business operations, with no work around possible.	15 minutes	80% in 4 hours
2	The loss of one or more critical components of a system resulting in serious degradation of services to Client's business. Priority 2 incidents are usually characterised by: <ul style="list-style-type: none"><li>• The client cannot work as normal but a workaround is available</li><li>• The client is not yet experiencing serious disruptions, however, there is a potential to do so if the request is not solved.</li></ul>	1 hour	80% in 1 NWD
3	Minor impact on service delivery. A non-critical part of an application, Operating system or server is affected by the problem. The problem has a moderate visibility to the client and a low impact on their business operations. Normal incident calls fall into this category.  This is the default priority level assigned to incidents. Note: All calls logged by email automatically become Priority 3 or lower.	4 hours	80% in 4 NWD
4	Incident has little or no operational impact. Included in this area are requests for information.	1 NWD	80% in 11 NWD

The following matrix provides the escalation procedure for ticket resolution:

Priority	Time Limit Before Escalation	Escalated To
4 – Low	3 business days	Service Desk Manager
3 – Medium	4 hours	Service Desk Manager
	If on call contact can not be reached during non-business hours	Service Desk Manager
	If neither on call contact or their manager can not be reached during non-business hours	Service Delivery Manager
2 – High	48 hours	Service Delivery Manager
	2 hours	Service Desk Manager
	If on call contact can not be reached during non-business hours	Service Desk Manager
	If neither on call contact or their manager can not be reached during non-business hours	Service Delivery Manager
1 – Critical	24 hours	Service Delivery Manager
	Immediate	Service Desk Manager
	If Service Desk Manager cannot be reached or a major incident is indicated	Service Delivery Manager
<b>Third Party Escalation</b>		
For escalation of third-party incidents use the escalation matrix as in the above table.		
Escalation contacts - refer to Appendix C – 3rd Party Supplier Contracts Managed by the Provider		

## **Appendix E – Hardware and Software Definitions**

### **Hardware definitions**

IT WORKS will provide the appropriate dedicated hardware infrastructure for the following three environments:

- Development;
- Testing;
- Production.

Sufficient server capacity will be provided to host the provided technology service. Additional capacity can be arranged via the Change request process.

### **Hardware Maintenance definition**

- IT WORKS will be responsible for all Hardware infrastructure Maintenance. Any hardware maintenance downtime will be provided to client with 5 NWD notice.
- IT WORKS will manage all 3<sup>rd</sup> party vendor maintenance and support services for the hardware and network infrastructure.

### **Hardware Availability Definition**

<b>Application</b>	<b>Development/Test</b>	<b>Production</b>	<b>Network</b>
Provided technology service	99% 9am to 5pm Monday to Friday	99% 9am to 5pm Monday to Friday	99% 9am to 5pm Monday to Friday

### **Software definitions**

Approved in-scope software is listed below. All other software is defined as out of scope of this agreement. Software support will be provided for approved software as per the defined support levels listed below.

### **Software support definitions**

- Installation of in scope software
- Configuration of in scope software
- Call management for all logged faults for in scope software
- Answering all user queries for in scope software
- Problem resolution of all logged faults for in scope software
- Management of third parties to facilitate satisfactory problem resolution for in scope software

Windows Server 2016 (authentication, file and print services)	24/7/365
End point protection – Windows Defender AV	
Microsoft Azure Cloud services (database and website systems)	
<b>Software – Desktop / Laptop</b>	<b>Support Levels</b>
Microsoft Windows 10	9am to 5pm Monday to Friday excl. Public Holidays
Microsoft Office 365ProPlus	
macOS 10.11.6 El Capitan	
Adobe Creative Cloud 2020	
Utility software including but not limited to: <ul style="list-style-type: none"> <li>• Internet browsers (Mozilla Firefox, Google Chrome etc),</li> <li>• Adobe Acrobat Reader DC,</li> <li>• VLC Media Player</li> </ul>	