

**SERVICE LEVEL AGREEMENT
CONTRACT NUMBER**

Department of State/US EMBASSY, Libreville

VENDOR: {Insert VENDOR name}

CONTRACT NUMBER: {Insert Contract number}

1. INTRODUCTION

The purpose of this SLA is to record the service levels that the Government and the Vendor must achieve to ensure that users have a positive experience of services in Gabon.

2. DEFINITIONS

The words and phrases used in this SLA shall have the following meanings assigned to them:

- a. **“CC”**: Customer care, Project manager, Government Representative (COR);
- b. **“office hours”**: Monday to Friday from 7:30am to 3:30pm (GMT+1);
- c. **“after hours”**: Monday to Friday from 3:30pm to 7:30am (GMT+1); Saturday, Sunday and Public Holiday’s all day;
- d. **“fault”**: An error, problem or malfunction of whatever nature of mobile service, reported to service delivery, including but not limited to non-delivery or incorrect delivery of the mobile service, but excluding anything directly caused by a failure of the vendor network;
- e. **“technical response”**: The time from when the fault is reported by the Government to the time that it is allocated to an engineer, as more fully detailed in clauses 5a and 5b below;
- f. **“resolve/restore”**: The time from when a fault has been allocated to a technical support engineer to the time when the engineer successfully resolves the problem or implements a workaround, as more fully detailed in clauses 5a and 5b below;
- g. **“resolution”**: The time between the closing of the fault with {VENDOR} and the time when the fault was first reported to the Government /{VENDOR} , as more fully detailed in clauses 5a and 5b below;
- h. **“public holiday”** are to be treated as after hours. Where a date falls on a Sunday, the following Monday will be the public holiday;
- i. **“Query/Request”** A request for information on an end user service.

3. REPORTING

3.1 Technical Fault Reporting Procedure

- a) **{Vendor}** shall contact the technical contact of the Government as per the service agreement via email with details of the technical fault. **{Vendor}** shall from time to time publish scheduled downtime notifications on [\[insert website link here\]](#). The Government shall be responsible to access these notifications regularly as only major technical faults and outages are communicated via email.
- b) The Government shall contact **{Vendor}** for technical fault reporting.

Query logging procedure for technical related fault reporting

At all hours send email to [\[add email here\]](#) and provide a detailed description of the configuration of your system, the problem and include what resolution has been attempted from your side already. Also indicate the severity as defined in clause 4. An auto-generated reference number will be returned within 5 minutes.

***NOTE** - When the ticket is logged after hours the returned reference number needs to be escalated to the service delivery cellphone for immediate assistance on +241 XX XX XX XX.*

In the event a reference number is not returned due to possible technical difficulties on the ticketing system the fault has to be logged directly to the cell number of the Government.

Reference of the recorded fault must be kept for auditability purposes by both parties at all times:

- Time of email to CC
- **{VENDOR}** event/reference number
- Time of reference number received via email
- Time of reference number escalated to cell phone
- Government operator name
- **{VENDOR}** operator name

- c) The Government operator shall in co-operation with **{VENDOR}** service delivery team and with reference to clause 4 below, accurately determine the Severity Level and Government shall provide full details of the fault and the circumstances in which it arose. In the event of a dispute as to the severity level Government's decision shall be final.
- d) Within the technical response time, **{VENDOR}** shall advise the technical support engineer of the fault, reference number and the relevant contact information.

- e) Once allocated, {VENDOR} technical support engineer shall liaise with the Government’s contact regarding the fault.

3.2 Restoration Procedure

- a) {VENDOR} technical support engineer shall work to resolve the fault in accordance with the restoration times defined within the SLA in Clause 5.
- b) When the fault has been resolved {VENDOR} technical support engineer should advise the Government’s operator accordingly.

3.3 Escalation Procedure

- a) *Level One Escalation* - In the event that the technical support engineer does not complete the Response/Restoration/Resolution in accordance with the chosen Service Level, or if the Service Level is exceeded by more than 50%, then the Government’s operator shall contact the appropriate {VENDOR}’s Technical Director and Branch Manager:

{VENDOR} Technical Director	Name
Cell phone	+241 XX XX XX XX

And

{VENDOR} Branch Manager	Name
Cell phone	+241 XX XX XX XX

Government Technical Manager (COR)	Name
Cell phone	+241 XX XX XX XX

And

Government Operational Manager (IMO)	Name
Cell phone	+241 XX XX XX XX

- b) *Level Two Escalation* - In the event that the technical support engineer does not complete the Response/Restoration/Resolution in accordance with the chosen Service Level, or if the Service Level is exceeded by more than 100%, then the Government’s operator shall contact the appropriate {VENDOR}’s Business/Operations Executive/Manager notifying such person of the {VENDOR}’s failure to adhere to the SLA.

{VENDOR} Business/Operations Executive/Manager Name
Cell phone: +241 XX XX XX XX

Government Operations Executive (IMO): Name
Cell phone: +241 XX XX XX XX

4. FAULT SEVERITY LEVEL

Severity 1 (Critical)

Complete Failure – VVIP SIM, Major Infrastructure or live Mobile systems or application has failed e.g. No Service and /or no content.

Severity 2 (Major)

Service seriously affected - The situation is affecting the mobile service and/or causing major disruptions on Government business and/or irritation to users, e.g. Loss network, SIM Reconfiguration, late SMS, etc.

Severity 3 (Minor)

Service not functioning properly - It includes incorrect operation of minor functionality, errors or components that are infrequently used and problems, which can feasibly be worked around.

5. SUPPORT SERVICE LEVELS

The following levels of support will apply.

The below tables apply to Government reported faults or **{VENDOR} reported** Government faults. In cases where faults are a direct consequence of the network operators then their service levels will apply which could be longer than the recommended below:

Office hours (5a) - Monday to Friday from 07:30am to 3:30pm (GMT+1);

Severity	Response	Resolve	Resolution
Severity - 1	2 hours	4 hours	8 hours
Severity - 2	2 hours	6 hours	16 hours
Severity - 3	4 hours	8 hours	24 hours

After hours (5b)- Monday to Friday from 3:30pm to 7:30am, Saturday, Sunday and Public Holiday's all day

Severity	Response	Resolve	Resolution
Severity - 1	2 hours	6 hours	8 hours
Severity - 2	4 hours	12 hours	16 hours
Severity - 3	6 hours	18 hours	24 hours

The Technical Support Services referred to herein shall be supplied on a 24 hours per day, 7 days a week and 365 days a year basis.

6. PERFORMANCE MONITORING AND PROACTIVE MAINTENANCE

Within 5 (five) business days of receipt of a written request by **the** Government, {VENDOR} shall, provide access to:

- a. statistics as to the usage of the service, including but not limited to volumes and usage;
- b. performance monitoring;
- c. trend analysis;
- d. Configuration management.

Mobile Network Availability Guarantee – 99.97%

The {Vendor} Network supporting the Mobile Service is guaranteed to forward IP packets 99.97% of the time, as averaged over a calendar month. The {Vendor} Network includes the port on the {Vendor} CPE to which Government 's network connects.

If the Network Availability guarantee is not met in a calendar month, Customer will receive a credit of 5% of the Monthly Recurring Charge (“MRC”) for that month for each full hour of Service non-availability. Limits on the credit and the reporting procedures are detailed below.

Latency Guarantee (2 Milliseconds)

The {Vendor} Network is guaranteed to have an average round trip packet transit time over a calendar month of 2 ms or less.

If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 5% of the Monthly Recurring Charge (MRC) for that month for each full 1 ms above the 2 ms average maximum guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

Packet Loss

The {Vendor} Network is guaranteed to have a maximum average packet loss of less than 1% over a calendar month.

If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 5% of the Monthly Recurring Charge (MRC) for that month for each full 1% above the 1% average maximum guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

Credit Limits and Reporting Procedures

Total credits under this SLA are limited to the MRC for the affected Mobile Service for the month in which the Service does not meet the guarantees. The above guarantees do not include customer owned equipment, customer's LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from other Internet Service Provider ("ISP") networks, connectivity within other ISP networks, and force majeure events.

7. RESPONSIBILITIES OF THE PARTIES

7.1 Government Responsibilities

Pay the bill on time.

7.2 {VENDOR} Responsibilities

{VENDOR} is responsible for the mobile services delivery
{VENDOR} shall:

- a. ensure that {VENDOR} 's customer care (CC):
 - i. is notified of all Mobile Services Request;
 - ii. accepts Government Operator queries;
 - iii. reports any Mobile Service faults to the Government immediately;
- b. where applicable, ensure that the {VENDOR} system monitoring staff (Service Delivery) are sufficiently trained to provide first line monitoring and operator support including afterhours support;
- c. provide the Government with the necessary documentation on any new equipment or software that it is required to operate services on as well as the applicable billing specifications and requirements;
- d. use its best efforts to ensure that all the requirements are implemented so that the mobile Services can function correctly;
- e. assist with testing of new services.

8. CUSTOMER CARE

End user consumer related queries are handled during business hours only.

{Vendor} Dedicated Customer Care / Project Manager Name & Email

{Vendor} Dedicated Support email Name & Email

Or

{VENDOR} Customer Care Name & Email

{VENDOR} Support Email Email

9. REPEATED BREACH OF SLA

Should **{VENDOR}** fails to act within the Service Levels of this SLA with respect to any 4 (four) faults within a calendar month, then such failure shall amount to 50% of the previous month bill.

Thus done and signed at _____ on this _____ day of _____ 20__

GOVERNMENT : **Name:** _____ _____
Signature - duly authorized.

{VENDOR} : **Name:** _____ _____
Signature - duly authorized.