

[Organization logo]

[Organization name]

Commented [20A1]: All fields in this document marked by square brackets [] must be filled in.

SUPPLIER CONTRACT

Code:	
Version:	
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Created by:	
Approved by:	
Confidentiality level:	

Commented [20A2]: The document coding system should be in line with the organization's existing system for document coding; in case such a system is not in place, this line may be deleted.

Change history

Date	Version	Created by	Description of change
	0.1	20000Academy	Basic document template

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[organization name]

1. General

This agreement is made between [supplier name] and [organization name].

The subject of this agreement is support and maintenance for the [redacted].
This agreement is valid from [redacted].

- Commented [20A3]:** Please include the name of your company.
- Commented [20A4]:** Agreement can be made for more than [redacted].

2. Agreement

2.1 Scope

This agreement documents a description of the provided service, mutual obligations, and reporting requirements.

The following services are within the scope of this agreement:
1. [redacted]
Services which are outside the following matrix:

- Commented [20A5]:** Describe scope of the services to be [redacted].
- Commented [20A6]:** [redacted]

2.2 Relationship

This agreement defines the following responsibility and authority matrix between [supplier name] and [organization name]:

Supplier Name	Organization Name	Supplier Name	Organization Name
[redacted]	[redacted]	[redacted]	[redacted]

- Commented [20A7]:** E.g. close incidents
- Commented [20A8]:** [redacted]
- Commented [20A9]:** E.g. open incidents, re-open incidents
- Commented [20A10]:** [redacted]
- Commented [20A11]:** E.g. travelling, education, etc.
- Commented [20A12]:** Choose the one that applies.

2.3 Agreement exceptions

Services which are outside scope of this agreement are:
1. [redacted]
Services which are outside scope of this agreement can be / cannot be agreed upon separately.

2.4 Communication plan

Communication interfaces between parties are:

[redacted]
[redacted]
Responsibilities of each party:
1. [redacted]
2. [redacted]
3. [redacted]

- Commented [20A13]:** Please adapt according to your company practices.

[organization name]

Communication channels between parties are achieved through:

- Phone: [phone number]
- E-mail: [e-mail address]
- [...]

Commented [20A14]: Please include any other communication channel according to your company practices.

Commented [20A15]:

Commented [20A16]:

3. Service and Supplier Requirements

3.1 Description

[Describe the requirements that must be fulfilled by the supplier. Include:

- Deliverables
- 1. [blurred]
- 2. [blurred]

Commented [20A17]: E.g. contracts, performance measurements, reports

3.2 Service hours

Working day	Non-working day
[blurred]	[blurred]

Commented [20A18]:

Commented [20A19]:

3.3 Service targets

Service Targets	Requirements
Service Capacity	[blurred]
Workload characteristics	[blurred]
Reliability	[blurred]
[blurred]	[blurred]
[blurred]	[blurred]
Exceptions	[blurred]

Commented [20A20]: This is only a recommendation; you can write the service availability percentage according to your company practices.

Commented [20A21]: [X]

[organization name]

3.4 Security framework

The following security requirements must be fulfilled:

- 1. [Redacted]

Commented [20A22]: Please include a list of security requirements that the supplier must adhere to. This should be a list of specific security measures, such as encryption, access control, and data protection.

4. Processes

4.1 Dependencies

Parts of the [service name] are operated by [supplier name]. The following table defines dependency

Process	Supplier	Dependency
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Commented [20A23]: Delete processes which are not relevant for the service which is in scope of this agreement.

Commented [20A24]: If a service has many processes, there should be a separate table for each process.

4.2 Interfaces

For the following processes, [supplier name] is part of [organization name]'s customer-facing processes:

1. [Incident Management]

2. [Redacted]

Commented [20A25]: Use this section for your customer-facing processes. This is where you describe the processes that the customer will interact with. This should include a description of the process, the roles involved, and the tools used.

4.3 Sub-contractors

[Supplier name] is allowed to engage sub-contractors in order to provide services within the scope of this agreement. Relationships with sub-contractors must be defined with a separate contract, which has to be in line with service requirements toward [organization name]'s customers.

[Supplier name] ensures that:

- [Redacted]
- [Redacted]
- [Organization name] is allowed to check reports that [supplier name] creates to manage their sub-contracted suppliers to ensure that [supplier name] is able to fulfill its contractual obligations

Commented [20A26]: Describe process and activities which are performed by sub-contractors.

Commented [20A27]: These are only recommendations; you can modify them according to your company practices.

4.4 Dispute management

- Dispute management is the way in which the supplier and the customer resolve any disputes that may arise. The following table defines the dispute management process.
1. Dispute is resolved through the supplier and customer representatives using the mediation services of a third party.
 2. Dispute is resolved by the following methods: mediation or arbitration.

[organization name]

3. Legal escalation – in case [organization name] and [supplier name] cannot agree on dispute resolution, [...]

Commented [20A28]:

5. Charging

[Supplier name] charges for the supplied services on a monthly basis. The basis for the charging is

Commented [20A29]: Change if needed.

Commented [20A30]: E.g. Incident resolution efficiency.

Commented [20A31]: Change if needed.

Commented [20A32]: Please include the number of days in

Commented [20A33]: Please describe what will be the

Monthly charges for the [service name] are to be paid to [supplier's bank account].

5.1 Penalties and incentives

In case [describe case when penalties should be charged], [supplier name] pays penalties which are calculated as follows:

- [Describe calculation]

Commented [20A34]:

6. Measurement and reporting

Reports are created [monthly]. The supplier should create the following reports:

Commented [20A35]: Adapt to your company practices.

- Achievement of the service level requirements

Commented [20A36]: These are only recommendations you can modify them according to your company practices.

Commented [20A37]: Please insert the appropriate job title according to your organization practices, e.g.: IT Manager, Service Manager, etc.

Reports are delivered [electronically] to [job title].

7. Duration

Commented [20A38]:

8. Termination and Early termination

[organization name]

Both parties are deemed to have agreed to the terms and conditions of this agreement.

The following responsibilities and obligations shall apply:

- 1. Supplier shall be responsible for [redacted]
- 2. Organization shall be responsible for [redacted]

Commented [20A39]: You can modify this according to your company practices.

Commented [20A40]: You can modify this according to your company practices.

Commented [20A41]: You can modify this according to your company practices.

Commented [20A42]: E.g. to delete all organization's and customer's data.

Commented [20A43]: To pay invoices for activities incurred.

9. Review cycle

This agreement and services which are included must be reviewed and updated [every six months].

Responsibilities shall be assigned and updated. Responsibilities for review, update and implementation shall be:

- 1. Name of the Responsible Person for Supplier side
- 2. Name of the Responsible Person for Organization side

Commented [20A44]: Adapt to your company practices.

10. Sign off

This contract exists [redacted] and is valid until [redacted]

Commented [20A45]: [redacted]

[supplier name]

[organization name]

[date of signature] _____
[name in capital letters]

[date of signature] _____
[name in capital letters]