 

**SERVICE AGREEMENT TEMPLATE**

Service agreement between

……………………………… hereinafter referred to as Client and

……………………………… hereinafter referred to as Supplier

SPACE FOR OWN LOGO

**General**

Version 4.1 of the Standard Service Agreement from Dutch Organisations FHI, NEVI Zorg and WIBAZ dated July 2021 applies and forms an integral part of this Agreement.

Concrete implementation of the agreements as well as any additional agreements/ provisions to version 4.1 of the Standard Service Agreement have been set out in this Agreement.

The conclusion of this Agreement will make null and void any other Agreement between Client and Supplier regarding the equipment, systems and installations mentioned in this Agreement

 

# Equipment | Installations | Systems falling under this agreement:

The Equipment, Installations and Systems covered by this Agreement are shown in the table below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Description of Equipment | Model | Serial number | Supplier System number | Inventory number | Location | Costs |
|  |  |  |  |  |  |  |

Use of separate equipment appendix? Yes / No Appendix with reference: [Reference No.]

**Total amount of the Service Agreement**

The total amount of this Agreement will be: € [Amount] (excl. VAT) a year. Price level [Year]

This amount is eligible for annual indexation from [Date] in line with the agreed price index, unless there is another price agreement in place, as set out in Article 3.3.

**Contract Information**

Contract number :

Start date :

Termination date of the Agreement :

Client name :

Client contact person :

Contact person employed in : ……………………………..

Contact person phone number :

Client contact person email :

Supplier name :

Supplier phone number :

Phone number outside normal

working hours :

Supplier email :

Supplier working hours : Working hours on normal working days between [working hours]

**Agreed modules and additional agreements / provisions to the standard agreements in the Standard Service Agreement**

Service modules mentioned in Article 2 of version 4.1 of the Standard Service Agreement

|  |  |  |
| --- | --- | --- |
| **Article** | **Description** | **Applied[[1]](#footnote-2)** |
| Article 2.1 | **Safety Inspection.**[Text box for entering agreed additions or changes] | yes | no |
| Article 2.2 | **Quality measurement**[Text box for entering agreed additions or changes] | yes | no |
| Article 2.3 | **Periodic Maintenance**[Text box for entering agreed additions or changes] | yes | no |
| Article 2.4 | **Corrective Maintenance**[Text box for entering a limited amount of corrective maintenance work] | yes | no |
| Article 2.5 | **Calibration** | yes | no |
| Article 2.6 | **Validation** | yes | no |
| Article 2.7 | **First-line work**[Text box for further description of first line work by Client] Compensation for Client for € [Amount]Abnormal response time for the involvement of Supplier [Response time] | yes | noyes | noyes | no |
| Article 2.8 | **Components**Guaranteed delivery time for parts [Text box]Description of supplies and accessories not covered by this module [Text box] | yes | noyes | noyes | no |
| Article 2.9 | **Phone Support**Maximum response time for phone support During: [number of] working hours / normal hours[Text box for entering agreed exceptional working hours] | yes | noyes | no |
| Article 2.10 | **Status Report** | yes | no |
| Article 2.11 | **Loan Equipment/Module**Expected repair time [number of] working hours / regular hours2 Availability percentage for loan equipment/module [percentage] % Guaranteed delivery time for loan equipment/module [delivery time]. | yes | noyes | noyes | noyes | no |
| Article 2.12 | **Update** | yes | no |
| Article 2.13 | **Upgrade** | yes | no |
| Article 2.14 | **Remote Service** | yes | no |
| Article 2.15 | **Uptime**Availability [number] Per year | quarter | other time unit1 Normal production timeAgreed hours covered, if different from normal hours covered by the Agreement [Hours covered]Agreed compensation for not meeting uptime requirements € [Amount] | yes | noyes | noyes | noyes | no |
| Article 2.16 | **Application Training**[Text box for the description of the scope and content of application training] | yes | no |
| Article 2.17 | **Technical training**[Text box for the description of the scope and content of Technical training] | yes | no |

**Agreed additional provisions/different agreements to the standard modules in the Standard Service Agreement**

Article 1 and Articles 3 to 15 apply at all times.

There is space below for entering any additional provisions/ different agreements

|  |  |
| --- | --- |
| **Article** | **Description** |
| Article 3.1 | **Fee, Invoicing and Payment**[Text box for documenting compensation for chosen modules] Reduced compensation during the period of guarantee € [Amount] Agreed price index: |
| Article 3.2 | **Agreement on different invoicing method**[Text box] |
| Article 3.3 | **Fixed maintenance fee for the longer term**€ [Amount] (Price) [Period] (Period) |
| Article 3.4 | **Agreement on different guarantee period**[Guarantee Period] |
| Article 3.6 | **Billing information**[Text box for providing the billing information to be used by Supplier] |
| Article 4.1 | **Agreed implementation period for planned work**[Text box] |
| Article 4.2 | **Hourly Rates**Supplier’s hourly rates for performing work outside normal working days and/or working times (if not already covered by this agreement).Surcharge for work outside normal office hours [Percentage] %Normal working hours € [Amount] or surcharge on the hourly rate [Percentage] %Outside normal working hours € [Amount] or surcharge on the hourly rate [Percentage] % Outside normal working days or on Saturday € [Amount] or surcharge on the hourly rate [Percentage] % Outside normal working days or on Sunday and holidays € [Amount] or surcharge on the hourly rate [Percentage] %Standard call-out charges and/or cost per kilometre € [Amount] |
| Article 4.3 | **Reimbursement Rate**Agreed reimbursement rate in the event of delayed implementation of planned work [Percentage] % of invoice price. |
| Article 6.4 | **Response Times**On site [Number] working hours / normal hours3 Remote [Number] working hours / normal hours1 Initial [Number] working hours / normal hours1 |
| Article 6.5 | **Reimbursement Rate**Agreed reimbursement rate for exceeding the maximum response times in the event of faults [Percentage] % of invoice price. |
| Article 7.6 | **Processing agreement applies yes | no. If yes, attach processing agreement as an appendix to the Template.** |
| Article 10.2 | **Liability**Maximum amount in cases of liability [Amount] |
| Article 11.1 | **Duration and Termination Date of the Agreement**[Period] |
| Article 11.2 | **Minimum Service Period after a production stop**[Period] |
| Article 11.3 | **Compensation for premature decommissioning**[Amount] |
| Article 12.1 | **Different Notice Period for the Agreement (if applicable)**[Period] |
| Article 15.4 | **Other conditions**[Text box] |

3 Indicate which situation applies.

**Cooperation Agreements**

**Document which records the Cooperation Agreements set out in Article 1.5 of the Standard Service Agreement. The description of the work to be performed is linked to the service modules from Article 2 of the Standard Service Agreement wherever possible.**

**Description of the work to be performed by either Supplier or Client or both parties jointly.**

|  |  |  |
| --- | --- | --- |
| Article | Description | Description of Supplier's work |
| [Text box] | [Text box] | [Text box] |

|  |  |  |
| --- | --- | --- |
| Article | Description | Description of Client's work |
| [Text box] | [Text box] | [Text box] |

|  |  |  |
| --- | --- | --- |
| Article | Description | Description of Supplier's and Client's joint work. |
| [Text box] | [Text box] | [Text box] |

|  |
| --- |
| Required qualifications of Client's technicians for the above work and division of tasks [Text box] |
| Agreements on the registration, reporting and evaluation of mutually and jointly performed work [Text box] |
| Agreements on the disclosure of service and maintenance documents and information, specific service tools, part ordering and return deliveries of unused parts[Text box] |
| Agreements on the escalation of faults and the handling of calamities [Text box] |
| Financial agreements regarding the cooperation [Text box] |
| Limitation of Supplier’s liability resulting from work performed by Client [Text box] |
| Other agreements, if any [Text box] |

|  |  |
| --- | --- |
| **Thus drawn up and signed,** |  |
| **Client**in  | **Supplier**in |   |
| date  | date |   |
| name  | name |   |
| position  | position |   |
| institution  | institution |   |
| Signature  | Signature |   |

1. Indicate which situation applies. [↑](#footnote-ref-2)