**AAMI Service Level Agreement Template**

**Note:** This draft TEMPLATE can be used as a stand-alone document. Or, parts of it can be changed or copied to an existing purchase agreement or service contract. Section numbering and format has not been finalized. If you have any suggestions for enhancements to this document, please send them to pbernat@aami.org

Table of Contents

**1.0 Management of the Agreement**

1.1 Preamble

* 1. General Information
	2. Duration

1.4 Stakeholders

* 1. Change/Modification Process
	2. Version Control
	3. Periodic Review
	4. Managing the Agreement

**2.0 Intentions of the Agreement**

2.1 Goals and Objectives

2.2 Service Agreement

2.3 Service Management

2.4 Financial Arrangements

**3.0 Mitigation of Differences**

3.1 Dispute Resolution

3.2 Clarifications for Warranty Period

3.3 Penalties/Compensations

3.4 Termination

**Definitions**

**References**

**Appendix A**

**1.0 Management of the Agreement**

**1.1 Preamble**

The objective of this Agreement is to formalize the relationship between [Customer] and [Service Provider] and to set out the terms and conditions whereby [Customer] will render the services of [Service Provider] to provide technical support for [equipment/systems] (see Appendix A). Since it is the intention of parties to define and formalize their respective role and responsibilities in the provision of such services, this Agreement constitutes a formal Service Level Agreement. The primary intention of this SLA is to provide clarity and to promote collaboration between parties. It is not a basis to seek out gains and advantages over either of the parties throughout the service process.

This SLA template is an AAMI support resource specifically designed to manage service activity between OEM and hospital HTM departments. It is designed to clarify requirements from both parties and make clear those expectations and deliverables deemed essential for success in the support of medical devices in the healthcare facility.

**Guidelines**

Any part of this template can be changed or removed in order to better-suit your requirements. However, it is recommended that users consider Template Content (shown in normal font) and User Content (shown in *colour or italics*) in order to better customize and simplify the development of your SLA.

Template Content generally should not change. User Content is expected to be accepted, removed, or added on to.

AAMI is not liable to any entities using this template. Review by your procurement department and/or legal counsel is advised in case there are specific procedures and requirements at your facility.

Before you begin, it is a good idea to determine certain information first. The following are some of the things you will need to know when creating the SLA:

1. Owners of the agreement
2. Stakeholders
3. Who will administer
4. Equipment lists
5. Duration
6. Scope of service
7. Exclusions
8. Availability of customer and service provider
9. Types and depth of service required
10. Quality and performance metrics expected
11. Financial expectations
12. Warranty expectations
13. Who will mediate discrepancies
14. Expectations on termination of agreement

**1.2 General Information**

This Service Level Agreement (‘Agreement’) is hereby made and entered into by and between:

Service Provider (org): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Approver: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**And**

Customer (org): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Approver: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered, as they are mutually understood by the stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

**1.3 Duration**

Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

End Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.4 Stakeholders**

The following Service Provider(s) and Customer(s) are the primary stakeholders associated with this SLA. They are direct users, administrators, and servicers of the specified equipment. They are involved in decision making throughout the process. Owners of the SLA approve the participants (see section 1.2 General Information).

Service Provider(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.5 Change/Modification Process**

Any proposal for change to the agreement must be discussed and based on a consensus of both parties to make the change. Refer to Section 1.6 (Version Control) for process to document changes to the agreement. Final documents must be signed by the Approvers as indicated in Section 1.2 (General Information).

**1.6 Version Control**

1. **Creation/revision** dates, and version numbers must appear on the first page preferably incorporated into the header or footer so they appear on all pages. The first draft is titled Version 0.1. Subsequent drafts are incremented by 0.1 (e.g. Version 0.1 incremented by 0.1 becomes Version 0.2).
2. **Final documents** (after approved by all) are titled Version 1.0. Subsequent final documents are incremented by 1.0 (e.g. Version 1.0 incremented by 1.0 becomes Version 2.0).
3. **Final documents undergoing revisions** (drafts) are incremented by 0.1 (e.g. Version 2.0 incremented by a subsequent draft is titled Version 2.1). This continues until Version 3.0 (another final document) is approved.
4. **List of substantive changes** is optional.

**1.7 Periodic Review**

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The document owner is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The document owner will incorporate all subsequent revisions and will obtain mutual agreements / approvals as required.

Business Relationship Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Review Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Previous Review Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Next Review Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.8 Managing the Agreement**

1. Ongoing Communications

Communications to maintain collaboration and the continued execution of this service level agreement will occur on a regular basis. Meetings of all stakeholders (as indicated in Section 1.7) will take place as follows:

1. Scheduled Dates
2. Recurrence Schedule
3. ?
4. Service Delivery

Documentation maintained by both parties are to be reviewed for acceptability on a regular basis. The following documents or reports will be reviewed at a frequency indicated in Section 1.7:

1. ?

2. ?

3. ?

1. Reassessing Service Standards

Service activities are to be reviewed on a regular basis. The following services will be reviewed at a frequency indicated in Section 1.7:

1. ?

2. ?

3.?

1. Tracking and Reporting on Key Performance Indicators

Performance indicators are to be reviewed on a regular basis. The following indicators will be reviewed at a frequency indicated in Section 1.7:

1. ?

2. ?

3. ?

**2.0 Intentions of the Agreement**

**2.1 Goals and Objectives**

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent medical equipment service support and delivery to the Customer by the Service Provider. The goal of this Agreement is to obtain mutual agreement on medical equipment service and support provision between the Service Provider and Customer.

Service Provider

2.1 Service Provider has reasonable access to Customer experience and information pertaining to the performance of their product.

2.2 Service Provider ensures that on-site Customer technical support staff have the technical capability and resources to service and maintain their product.

2.3 Service Provider is assured that Customer technical support staff have the fundamental and minimum qualifications to carry out service and maintenance on their product. See AAMI Competency Guidelines.

Customer

2.4 Customer has reasonable access to technical resources owned by the Service Provider.

2.5 Customer has reasonable access to Service Provider information.

2.6 Communication between stakeholders is open, cooperative, and persistent.

**2.2 Service Agreement**

The following detailed service parameters are the responsibility of the service provider in the ongoing support of this Agreement.

1. **Service Scope**

The following services are covered by this Agreement:

* 1. Repair
	2. Preventive Maintenance
	3. Incoming Inspection/Acceptance Testing
	4. Incident Investigation
	5. Software Upgrade/Update
	6. Modification
	7. Network Configuration
	8. O/S Patches and Updates
	9. Remote Diagnostics
1. **Customer Requirements (Responsibilities)**

Customer responsibilities and/or requirements in support of this Agreement include:

1. Ensures Service Provider has access to Customer representatives and

Service Provider’s products on-site.

1. Ensures Customer personnel are properly trained and vetted by the Service

Provider.

1. Ensures that untrained personnel are not allowed to service the Service Provider’s product.
2. Ensures that parts installed by the Customer are Service Provider-specified or based on a mutually agreed upon criteria in vetting the source.
3. Ensures that all test equipment used to repair and maintain the Service Provider’s product are regularly checked for calibration and accuracy.
4. Ensures Service Provider is informed of the equipment’s maintenance category and any alternative deviations from the Service Provider’s recommended maintenance procedures and frequency.
5. **Service Provider Requirements (Responsibilities)**

Service Provider responsibilities and/or requirements in support of this Agreement include:

* 1. The provision of a comprehensive technical service manual at a reasonable cost (as per AAMI Leading Practice: Flexible Solutions for Device Supportability, Pg 5)
	2. The provision of comprehensive technical service training on the Service Provider’s product at a reasonable cost (including refresher training).
	3. Must offer access to comprehensive technical phone support at no charge or at a reasonable cost.
	4. Must offer remote diagnostic support, if available, at no charge or at a reasonable cost.
	5. Must offer access to service modes, event histories, and error codes at no charge or at a reasonable cost and without the need for a service agreement.
	6. Must provide a complete and up-to-date list of replacement parts and their prices on a regular basis.
	7. Most parts and subassemblies must be replaceable in the field and by trained and/or qualified non-Service Provider personnel.
	8. It is assumed that all parts, assemblies, and subassemblies from the Service Provider are brand new unless otherwise stated. Service Provider must disclose whether parts, assemblies, or subassemblies are previously used, refurbished, or reconditioned prior to purchase.
	9. Must provide or make available to the Customer, all test equipment or testing software (made practical for use in the field) to support the Service Provider’s product.
	10. Must provide reasonable notification of new products, software updates, fixes, upgrades, platform changes, safety notifications, and recalls.
	11. Must provide medical device security verification (e.g. MDS2) along with mitigation strategies for known software vulnerabilities.
	12. Access to service or technical information including recall and information updates must be made available either through mailing list or unhindered access to relevant corporate websites.
	13. For each service occurrence, a work report must be submitted to the Customer technical personnel (e.g. HTM).
	14. Unless specified otherwise, loaner equipment will be provided at a reasonable cost when Customer requires continuous uptime or if turnaround time is unusually long.
1. **Service Assumptions**

Assumptions related to in-scope services and components include:

* 1. A full service agreement is not required in order to access items listed in section 2.2 (C).
	2. A parts-only agreement is made available to the Customer at a reasonable cost.
	3. Shared Service, First Response, or Biomed type service agreements must be priced at a point that remains practical and reasonable (as to not deter the Customer from interest).
	4. Bundling software or software maintenance agreements (e.g. upgrade coverage) into the above agreements must remain optional (apart from traditional technical service/repair and maintenance needs).
	5. Service Provider personnel are cooperative in sharing knowledge and information with the Customer technical staff during service activities and maintains effective contact with them.
	6. Customer personnel are cooperative in sharing knowledge and information with the Service Provider and maintains effective contact with them.
	7. Service Provider works with the Customer to support the full life cycle of the product including planning, budgeting, acquisition, implementation, servicing, replacement, and decommissioning; to ensure safe, efficient, and cost-effective supportability.
	8. If acquisition of equipment is included in a consumables agreement, the service and maintenance aspect should remain optional and reflect a appropriate cost difference between options.
	9. Unless specified otherwise, Service Provider must conduct preventive maintenance on the product during any warranty, service, or product (consumable-based) agreement durations.
	10. Turnaround time for Service Provider repairs are to be articulated by the Service Provider prior to repair or removal of product for servicing.
1. **Exclusions**

The following is not covered under this agreement:

* 1. Parts of a system (e.g. PC, printer, etc)
	2. Certain device types

**2.3 Service Management**

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services, and related components.

1. **Service Availability**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

1. Service Provider will provide service and order desk support for the following times:
	1. Regular business hours (e.g. 8AM-4PM: please specify)
	2. After-hours
	3. Weekend
	4. Statutory Holidays
2. Both parties remain reasonably available to assist each other at all times and to each party’s benefit. Customer technical personnel can be contacted as per the following information:
3. **Service Requests**

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

1. During business hours (contact to be immediate)
2. After business hours, weekends, and holidays; a return call is to be within 1 hour
3. Service response to be within 2 hours (option 1)
4. Service response to be within 24 hours (option2)
5. **Quality/Performance Metrics (of Service Provider)**
6. Up-time %
7. Numbers of ‘Fail to Respond’
8. Response Time (Avg)
9. Resolution % (at n/c or reasonable cost)
10. Turnaround Time (Avg)
11. Numbers of occurrences
12. Numbers of poor or incorrect service actions
13. Loss of Utilization (units)
14. Numbers of ‘Failed to contact User’
15. Numbers of ‘Failed to contact technical staff’
16. Numbers of ‘Failed to provide technical staff access to service information’
17. Numbers of ‘Failed to provide on-line support to technical during down time’
18. Numbers of ‘Failed to share service procedure with technical staff while on-site’
19. Numbers of ‘Failed to provide notification of new releases of software fixes, versions, or updated products’
20. Numbers of ‘Failed to provide access to diagnostics or error/event histories’
21. Numbers of courtesy visits
22. **Quality/Performance Metrics (of Customer)**
23. Numbers of ‘No access (or difficulty obtaining access)’
24. Numbers of ‘User was not available’
25. Numbers of ‘Technical staff not available’
26. Numbers of ‘Technical staff applied incorrect method(s)’
27. Numbers of ‘Occurrences where unauthorized part was installed’
28. Numbers of poor or incorrect service actions
29. Numbers of ‘Users or technical staff did not notify Service Provider of substantive technical or user-based issues’
30. Technical Staff Trained (Yes/No)
31. Numbers of Technical Staff Trained
32. Financial Liabilities, payments owed (Yes or No)
33. **Problem Resolution/Escalation**

by Customer (Technical Staff)

Level 1: First call - not resolved (phone/email)

Level 2: Next call - onsite response

Level 3: Next call - see Service Provider section (below)

by Service Provider

Level 1: First call - not resolved (phone/email)

Level 2: Next call - specialist/expert response (phone/email)

Level 3: Next call - onsite consultation

Level 4: Next call - onsite specialist

Level 5: Hardware or Software replacement

Risk Levels

Level 1: Low

 Level 2: Medium

 Level 3: High

**2.4 Financial Arrangements**

1. Fee Structure

The following arrangement articulates the method of payment for services completed by the Service Provider:

1. ?
2. ?
3. Resource Pool

The following describes the resources (hours and/or dollars) paid up-front to cover services, parts, and or technical training:

1. ?
2. ?
3. Parts on Consignment

The following outlines the arrangement(s) pertaining to any parts or other materials provided by the Service Provider to remain onsite. Indicate any additional costs if applicable:

1. ?
2. ?
3. Parts Pricing

The following are any arrangements related to the pricing of parts and terms of price guarantee including any discounts based on volume and/or other incentives.

1. ?
2. ?
3. Pricing for services referred to in Section 2.3.

**3.0 Mitigation of Differences**

**3.1 Dispute Resolution**

* + 1. The Parties must promptly use their best endeavors and reasonable efforts to resolve any dispute, disagreement or material difference of opinion arising out of, in connection with, or relating to this Agreement.
		2. Each Party shall continue to perform its obligations under the Agreement notwithstanding the existence of such a problem.
		3. If the Parties are unable to resolve the dispute by negotiation amongst themselves, the parties must refer the dispute to [arbitration of stakeholder’s choosing].

**3.2 Clarifications For Warranty Period**

During the warranty period, there are expectations from both parties. These are outlined as follows:

1. In addition to warranty repair, the Service Provider must conduct on-site preventive maintenance on their product at intervals specified in their service documentation.
2. When breakdowns occur, on-site technical staff (e.g. HTM) are required to take a ‘first look’ before Service Provider responds to the site.

**3.3 Terms of Resolutions**

If either party fails to perform any of the activities outlined in this agreement or to meet any of the requirements herein, the following compensations are to be applied:

1. Service Provider Responsibility
2. Credit to be applied to training or parts
3. Additional warranty coverage
4. No charge repair and PM work
5. Provide loaner equipment at no cost
6. Customer Responsibility
7. Payment to cover loaned equipment
8. Payment to cover additional or existing service activities
9. Performance of repair and PM in-lieu of Service Provider
10. Purchase of Service Provider accessories and supplies

**3.4 Termination**

1. Under the current arrangements [Service Provider Name] under a statutory obligation to provide technical services to [Customer Name]. If this obligation should change, the Parties to this Agreement agree that a review of this Agreement shall take place within a reasonable period to ascertain whether the Parties agree to maintain the Agreement.
2. In the event that the Parties determine that the Agreement be terminated or not renewed, the Parties agree to produce a comprehensive Transition Plan in order to transfer the technical services and obligations of [Service Provider Name] to another service provider in accordance with accepted industry good practice and standards. The Parties must comply with the Transition Plan so that the new fund administrator can commence its mandate as soon as possible.
3. The Transition Plan must include a project plan with an agreed timetable of events and milestones for deliverables.

1. In the event that the Parties agree to the termination or non-renewal of this Agreement [Service Provider Name]’s obligations under this Agreement continue until the [Customer’s Name] is satisfied as to the completion of the transfer of services to another administrator pursuant to the Transition Plan having been properly and accurately effected.

1. Notwithstanding the date of an agreed transition, [Service Provider Name] remains responsible for all work relating to the period up to the transition date which may include the production and delivery of member statements, annual or mid-year reports and Fund accounting.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement as of the last written date below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Customer Signature**  **Printed Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Service Provider Signature**  **Printed Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position Date

**Definitions**

**Bundling Software (or Software Bundle)**

A method of combining one or more products to an existing product offering (e.g. adding software support and/or version upgrades to a service agreement).

**Consignment**

An arrangement in which a seller sends goods (e.g. repair parts) for service to a buyer or reseller who pays the seller only as and when the goods are used or installed. The seller remains the owner (title holder) of the goods until they are paid for in full and, after a certain period, takes back the unsold goods.

**Customer**

A customer (sometimes known as a client, buyer, or purchaser) is the recipient of a good, service, product or an idea - obtained from a seller, vendor, or supplier via a financial transaction or exchange for money or some other valuable consideration.

**Diagnostics**

Diagnostics are programs or sequences written for the express purpose of examining the state, or locating problems with the hardware, or operating system environment that it is running hardware, or any combination there of in a system, or a network of systems. Preferably, diagnostic programs provide solutions to the user to solve issues. These functions may be provided to customers at no charge or at a cost.

**Duration**

The length of time something continues or exists, e.g. how long an agreement is active for.

**Escalation**

An increase in the intensity or seriousness of something; an intensification. Usually requires referenced to higher authorities or specialized expertise.

**Metrics**

Standards of measurement by which efficiency, performance, progress, or quality of a plan, process, or product can be assessed.

**Reconditioned**

Restored and/or refurbished to the manufacturer’s original specifications. Under limited circumstances the device may be restored and/or refurbished to current specifications.

**Refurbished**

Restored to a condition of safety and effectiveness comparable to when new. This includes reconditioning, repair, installation of certain software/hardware updates that do not change the intended use of the original device, and replacement of worn parts.

**Resource Pool**

A group of skilled individuals, modes of service, and/or lists of materials or parts made available to a customer by a seller or manufacturer based on an agreement and/or fixed cost.

**Service Level Agreement**

A service-level agreement (SLA) is defined as an official commitment that prevails between a service provider and the customer. Particular aspects of the service - quality, availability, responsibilities - are agreed between the service provider and the service user.

**Service Manual**

Service manuals are documents or a group of documents provided which cover the theory, operation, servicing, maintenance, and repair of a particular manufacturer’s product(s).

**Service Provider**

A service provider (SP) provides organizations with technical repair, resolution, consulting, legal, real estate, communications, storage, processing. Although the term service provider can refer to organizational sub-units, it is more generally used to refer to third party or outsourced suppliers, including telecommunications, application, technology, appliance, storage, and Internet service providers.

**Software Vulnerabilities**

Weaknesses in a computer or network system which allows an attacker to reduce the system's information assurance. A vulnerability can be the intersection of three elements: a system susceptibility or flaw, attacker access to the flaw, and attacker capability to exploit the flaw.

**Stakeholder**

Stakeholder (corporate), an accountant, group, organization, member, or system that affects or can be affected by an organization's actions.

**Technical Staff**

A group of people who are reliable to maintain and repair most types of equipment usually within an organization such as a hospital or service group (e.g. Healthcare Technology Management personnel such as clinical engineers and biomedical equipment technicians).

**Technical Training**

Technical training is the process of providing individuals with knowledge and skill to carry out functions pertaining to the maintenance or repair of electronic, computer-based, and/or electromechanical devices (e.g. electromedical equipment including infusion pumps and xray systems).

**Template**

A pre-developed page layout in electronic or paper media used to make new pages with a similar design, pattern, or style.

**Termination**

Cancellation of an entire contract or of its most significant part.

**User**

An entity that has authority to use an application, equipment, facility, process, or system, or one who consumes or employs a good or service to obtain a benefit or to solve a problem, and who may or may not be the actual purchaser of the item.

**Version**

A particular form of something differing in certain respects from an earlier form or other forms of the same type of thing, e.g. a document.

**Warranty**

A written guarantee or contract, issued to, or agreed to, by a purchaser and seller (e.g. manufacturer) of an article where the seller (or other third party) promises to repair or replace it if necessary within a specified period of time.

**References**

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**Appendix A**

Equipment/Systems Covered Under This Agreement:

1.

2.

3.

4.

5.