

Trusted Suppliers Agreement

The aim of this document is to build a mutual relationship designed to help IT companies when an issue of sick or holiday cover arises, from this a trusted suppliers agreement will be formed.

The Agreement will be billable in either time or money; my perception of this joint venture would be to credit time against one another instead of invoicing, however, I think this is something we need to discuss from the outset as the expertise of each supplier may be different. I think it may be good to have a knowledge level form which could be completed to ensure we all get the correct level of cover when needed.

I recommend we all sign each other's Terms and Conditions and a Non Disclosure Agreement (See attached), I think it's very important each company signs this so we can all feel safe that our clients will remain our clients.

As mentioned above one important aspect of this project is the technical expertise and the service level agreement (SLA). The SLA specifies precisely what is expected from each company in terms of the delivery, quality and effectiveness of the service being provided. I think each company participating needs to clarify the terms they can work to so we don't have a situation of upsetting a client by not hitting our SLAs.

As each business will no doubt have their own SLA and special client requirements, I recommend we have a central local for the information so we can strike up a solution which suites everyone. If you haven't already here's what I feel should be include in an SLA:

- **Scope** - details of the hardware and software that is to be covered.
- **Range of services** - the services that the supplier will be required to provide, e.g. helpdesk, initial off-site diagnosis of faults, on-site engineering support, temporary on-site staffing cover etc.
- **Service availability** - defines when the service should be available, paying particular attention to any irregular hours.
- **Response times** - an important aspect of the SLA. Usually the faster the response times, the greater the cost.
- **Escalation procedures** - an agreed series of actions used to ensure problems are dealt with without delay and responses are intensified until the problem is resolved - eg moving from off-site diagnosis through to on-site support.
- **Record keeping** - details of problems and solutions must be properly documented. Records may be required for dispute resolution.
- **Performance review** - necessary to maintain acceptable levels of service over time.
- **Supplier obligations** - such as the provision of spare parts, the qualifications of support staff and the need to meet response times.
- **Customer obligations** - the responsibilities of the customer to provide information regarding any changes in scope of the contract and the cooperation of staff with the supplier.
- **Termination of agreement** - a formal process which defines the specific terms and conditions under which the contract may be terminated.

Sirona have a centralised telephone answering service which clients call directly, the message taken or call logged gets sent to us via email or text message. When we're away, these messages can get diverted to whichever Trusted Supplier. I suggest the same service to any company that is covered as it is the first step towards making life easier for all.

Sirona have full client network documentation for each of our clients, making it easy to hand over site details to Trusted Suppliers. I encourage any partners who we cover to have something similar in place, this will make life easy for ourselves when we're covering for you! If you don't have any of this information please raise with me and I'll look to share a Sirona standard Network Documentation Template.

Security is a huge topic so I would be happy to understand everyone views on access - I suggest we setup an account named TSAAdmin with administrator permission.

I think a prerequisite is for all to have professional indemnity and public liability.

Basic Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between _____ with its principal offices at _____, ("Disclosing Party") and _____, located at _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.