

“ *It is much more difficult to measure non-performance than performance.* ”

Harold S. Geneen

Mastering Service Level Agreements

Optimising service delivery through enhanced preparation and streamlined management strategies

Prince Hotel, Kuala Lumpur

29th & 30th October 2013

INTRODUCTION:

Service level agreements (SLAs) are fundamental to both providers and recipients of services; they define the terms of engagement and highlight the rules that govern the relationship. They are in essence, the foundation of any company's business interactions and if structured properly, will allow a company to capture the benefits of the relationship as well as the key expectations of the business interaction. Due to the fact that your business is in a constant state of change it is imperative for your company to allow for the capacity to revise or add metrics in SLAs. The SLA should therefore be considered a living document and the need to revise, update and expand your drafts arise more often than many think. SLAs need to strive to make an accurate reflection of the current service requirements of the relationship, while providing the mechanism to adapt along with your organisation and your industry.

A re-occurring misconception includes the fact that the SLA process simply consist of drafting and designing an agreement for the providing or receiving of services, however, it is more in depth than that. Once the agreement has been drawn up, one has to continuously monitor whether the delivery of services is in fact being carried out as per the agreement, and this forms the post- drafting stage whereby checks are put in place to monitor and maintain the correct implementation of the services in the agreement.

WHY THIS TRAINING IS CRUCIAL FOR YOUR ORGANISATION:

This training therefore aims to provide attendees with practical intelligence on mastering the art of executing successful SLAs. Aimed at bringing you a new perspective of effectively drafting and managing your SLAs, this two day intensive and interactive training will bring to you a unique outlook on service level agreements and their management. The course boasts of a highly acclaimed and ever popular guru in contract drafting. His intrinsic knowledge and practical coaching methods will equip you with skills that you will be able to implement immediately when back in the office on Monday morning. Do not miss this opportunity of taking a very unique perspective of drafting and implementing commercial contracts.

iiHC Training

The International Institute of Human Capital (iiHC) is fast growing to become one of the most established providers for work-force learning solutions globally. As a subsidiary within the **marcus evans** group of companies we are able to leverage upon our resources across 55 offices worldwide and our vast pool of in-house consultants to provide the best levels of professional development services to our clients. The knowledge of our consultants and the experience of our operational teams allow us to effectively provide all of our clients with the information and insights which they need to sustain a valuable competitive advantage.

Mastering Service Level Agreements

ABOUT

BENEFITS OF ATTENDING THIS INTERACTIVE TWO-DAY TRAINING INCLUDE:

- Aligning your SLAs with the objectives of the business
- Defining the roles of the various departments and streamlining the roles for effective SLA management
- Encompassing KPI's into your SLA documents
- Determining whether the deliverables of the SLA can be linked to your KPI'S
- Measuring SLA performance
- Dealing effectively with non-performance
- Highlighting the basis to reward good performance with service credits
- Managing changing requirements for streamlined management
- Benchmarking services and establishing world class standards
- Pinpointing the basis for price increase / decrease
- Strengthening the management of the transition of services when terminating a SLA

WHO SHOULD ATTEND:

Chiefs, Directors, Vice Presidents, Managers, Senior Management, Heads, Controllers, Analysts of:

- SLA Managers
- Legal Managers
- IT Managers
- Sales Managers
- Purchasing Directors / Managers
- Product Managers
- Legal Advisors
- Contract Managers
- Facility Managers
- Relationship Managers / CRM Managers
- Business Development Managers
- Strategic Planners
- Maintenance Managers
- Procurement Managers
- Operations Directors / Managers

From all industry sectors

THE INTERNATIONAL INSTITUTE OF HUMAN CAPITAL'S METHODOLOGY:

Our courses are thoroughly researched and structured to provide intense and intimate practical training to your organisation.

Our format consists in:

- Pre-course questionnaires
- An in-depth tailored programme to address market concerns
- Diverse real life case examples
- Comprehensive course documentation
- Interactive roundtable discussion and breakout sessions
- Hands-on 'learning by doing'

TRAINING NEEDS ANALYSIS & POST TRAINING EFFECTIVENESS ASSESSMENT:

To ensure that participants gain maximum benefits from the training, detailed questionnaires will be sent to all course participants to establish exactly where their training needs lie. The completed forms will be analysed by the course trainer. As a result, we ensure deliverance at the appropriate level and issues participants regard as relevant are addressed. The comprehensive course materials will enable them to digest the subject matter in their own time. The second Questionnaire would be a Post Training Effectiveness Assessment. The purpose of this questionnaire would be to measure and assess the learning outcomes with the participants a month after the training to gauge their level of understanding in implementing what they have learnt. Thus, identifying further areas for improvement.

Mastering Service Level Agreements

PROGRAMME

DAY ONE

Session One

Stipulating the Level of Services through Service Forecasting and Scenario Testing

- Developing the optimal structure for SLAs for the organisation
- Understanding how internal and external factors impact upon the service level agreement
- Aligning the SLA to the specific needs of the business
- Gaining an insight into the needs as well as the available resources to map sufficient service delivery

Practical Case Study Session:

The trainer will go through the stages of conducting a forecast of services that need to be provided prior to drafting the SLA.

Session Two

Perfecting your SLA Preparation through Enhanced SLA Modelling

- Identifying and highlighting roles and responsibilities within the draft of the SLA
- Selecting and including achievable SLA metrics and goals
- Detailing an SLA blueprint including but not limited to:
 - Definition of goods and services
 - Timeframes of delivery
 - Relevant suppliers and contractors
- Differentiating between inputs based and output based SLAs
- Linking guarantees, warranties and compensation within the drafting of the SLA in case of breach of the SLA

Session Three

Area Focus Presentation: Gaining a Practical Insight into the Process of Altering SLAs in Order to Comply with the CPA

- Understanding the basic principles of the CPA and the requirement for plain language around the world
- Drafting in plain language: some tips and tricks
- Featuring practical examples and exercises in drafting in plain language

Session Four

Creating a Definite Scope for your Service Level Agreements through the Inclusion of Relevant Clauses

- Including clauses within the SLA to identify the exact expectation of services
- Refining your methods of drafting and including clauses such as:
 - The liability clause
 - The credit clause
 - Intellectual property clause
- Recognising the importance of the maintenance of the agreement and exit clauses relating to:
 - Changing the agreement
 - Terminating the agreement

Practical Case Study Session:

Participants will have the opportunity of going through various SLA documents and will be able to identify and map out the various clauses in the different agreements

Session Five

Mastering Effective Negotiations in Order for Both Parties to Mutually Benefit from the Agreement

- Planning for a negotiation in order to be thoroughly prepared
- Covering the Harvard Law Philosophy of negotiation
- Highlighting the vital importance of negotiation in SLAs
- Establishing rapport with the other party in order to develop a sense of trust
- Overcoming "No" and changing it to a "Yes"
- Avoiding impasse or deadlocks by maintaining the flow of the negotiation
- Maintaining a clear focus on the issues to be discussed and avoiding situations of conflict

Review and Discussion:

In this session, participants will benefit from a question and answer exercise on all topics discussed for the day. It will be interactive, allowing for analysis of questions and answers.

Mastering Service Level Agreements

PROGRAMME

DAY TWO

Session One

Measuring Performance Value by Using Parameters to Assess the Level of Service Being Provided

- Assessing current performance, potential capability and capacity using set processes
- Scrutinising planned performance vs. actual performance
- Investigating the cost of each process initiated and evaluating the value created
- Considering issues that might hamper efficiency and effectiveness of the delivery of service
- Developing strategies for setting up improvement targets and timelines
- Enhancing KPIs to measure the effectiveness of the services
- Creating an activity map linking all service processes in order to measure their inter-relatedness and inter-dependence
- Identifying the key drivers that improve performance and impact on your process output in business

Case Studies:

Participants will have the opportunity of going through SLAs that they are working on and determine tools and methods of measuring the performance of the document.

Session Two

Monitoring, Tracking and Reviewing QoS to Ensure Efficient Delivery

- Ensuring commitment and conducting ongoing evaluations for SLA compliance
- Establishing KPI's and educating employees of their duties to uphold the outsourcing agreement
- Differentiating and streamlining roles of managing SLAs
- Reviewing the services provided between clients and the service providers
- Examining links with service management to ensure alignment between services and SLAs
- Establishing a measurement derived from periodic surveys on performance to ascertain service and quality

Interactive Discussion:

The trainer will open the floor to the group and allow each to discuss how they manage the KPIs of their SLAs.

Session Three

Assessing the Legal Implications of SLAs in Order to Thoroughly Understand and Adhere to the SLA that has Been Implemented

- Examining the legal concepts and terms within SLAs
- Scrutinising the legal implications of a breach of contract from either party
- Considering the legal process to follow in case of conflicts
- Avoiding the trap falls of infringing on any legal aspects during the SLA process
- Complying to varying regulation and legislation that might affect the SLA

Session Four

Managing SLA Maturity and Termination Effectively

- Business continuity through an SLA: Setting up a solution that has continuous application and improvement
- Terminating an SLA and mastering disengagement to avoid any legal consequences
- Setting service timeframes and penalties
- Including provision for future review and revision of agreement

Review and Discussion:

In this session, participants will benefit from a question and answer exercise on all topics discussed for the day. It will be interactive, allowing for analysis of questions and answers.

All the above topics are further enhanced by comprehensive examples, lessons learnt and case studies.

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CONSULTANT

ABOUT YOUR MARCUS EVANS CONSULTANT



Peter Jones Partner
Gilbert + Tobin Lawyers

Peter Jones' expertise is in relation to complex commercial contracting transactions, including systems Integration, outsourcing agreements, telecommunications wholesale arrangements and network rollout initiatives. Peter works primarily in the IT, telecommunications, energy and financial services industries. In relation to outsourcing, he has advised clients in all aspects of outsourcing arrangements from facilities management to full spectrum IT and telecommunications outsourcing and business process outsourcing. As a result of this experience, Peter has worked closely with consultants, and has advised customers and suppliers, providing a broad level of expertise from which he is able to advise clients.

Peter has been especially involved in outsourcing (both single vendor and multiple, "best-of-breed") transactions for companies in Australia, Hong Kong and Malaysia, including:

- Vodafone Australia's multi-party outsourcing initiative (involving 5 separate vendors in different service bundles);
- Petronas' whole of business ICT outsourcing initiative
- ING's data centre outsourcing project in Hong Kong
- AGL's centralised IT outsourcing project
- An HR BPO transaction for a leading regional investment bank
- Woolworths' telecommunications outsourcing project; and
- Managed services projects for Vodafone NZ and Vodafone Australia

Peter has presented at conferences both in Australia and New Zealand on a wide range of information technology issues. He has also been a guest lecturer for four years at a Masters course in Strategic IT Contract Management at the University of Technology, Sydney. Gilbert + Tobin Lawyers were awarded Asia Pacific Law Firm of the Year at the prestigious 2008 Legal Business Awards. Major markets include many Asian countries such as Indonesia, Malaysia, Singapore, and China. Gilbert + Tobin Lawyers' technology, commercial and corporate work spans complex technology transactions, business process and technology outsourcing telecommunications networks and services, off-shoring, internet services and electronic business, broadcasting, Pay TV and mobile content services, privacy and data protection, and security and regulatory issues affecting electronic communications and transactions. Through this work, Gilbert Tobin Lawyers have an in-depth knowledge of service level agreements, including the practical implementation and ongoing management of service levels in a commercial context.

Companies that Peter Jones and Gilbert + Tobin Lawyers have provided legal consulting services for:

- PCCW
- PeopleSoft
- Vodafone
- Petronas
- ING
- Woolworths
- FOXTEL
- Virgin Blue
- AGL
- NSW Department of Health
- Standard Chartered Bank

Mastering Service Level Agreements

Priority Booking Form

Please write in **BLOCK LETTERS**

iiHC-LW139

Code: E

Sales Contract

PLEASE COMPLETE THIS FORM IMMEDIATELY AND FAX BACK TO

NIK MARIAM

ON

Tel: +603 2723 6600

Fax: +603 2723 6680

Email: NikM@iihc.org

Name: _____

Position: _____

Email: _____

Name: _____

Position: _____

Email: _____

Name: _____

Position: _____

Email: _____

Organisation: _____

Address: _____

Town: _____ State: _____

Country: _____ Postcode: _____

Tel: () _____ Fax: () _____

Nature of Business: _____

Company Size: 1-9 10-24 25-49 50-99
 100-249 250-499 500-999 1000+

Authorisation

Signatory must be authorised to sign on behalf of contracting organisation.

Name: _____

Position: _____

Signature: _____ Date: / /

This booking is invalid without a signature.

Fees

Professional Training fee @

Price Per Delegate: USD2195

Closing Date of Registration: 21st October 2013

All options inclusive of course papers, luncheon, refreshments & service charge.

Indemnity: Should for any reason outside the control of **marcus evans** conferences, the venue or course leader change, or the event be cancelled due to an act of terrorism, extreme weather conditions or industrial action, **marcus evans** conferences shall endeavour to reschedule but the client hereby indemnifies and holds **marcus evans** conferences harmless from and against any and all costs, damages and expenses, including attorneys fees, which are incurred by the client. The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Malaysia to the exclusive jurisdiction of whose Courts the Parties hereby agree to submit.

Professional In-House Courses

If you have a number of delegates with similar event needs, then you may wish to consider having a professional in-house course delivered locally for your organisation that can be done on-site. Course can be tailored to specific requirements.

Please contact **Sarah Faradilla** on +27 21431 3000 (Ext: 2003) or email SarahF@iihc.org to discuss further possibilities.



in-house training

Registration Details

CONFERENCE: MASTERING SERVICE LEVEL AGREEMENTS

DATE(S): 29TH & 30TH OCTOBER 2013

VENUE: PRINCE HOTEL, KUALA LUMPUR

marcus evans

Suite A-20-1, Level 20, Hampshire Place Office,
157 Hampshire, 1, Jalan Mayang Sari,
50450 Kuala Lumpur, Malaysia
www.marcusevans.com

Payment Method

Payment is required within 5 working days on receipt of invoice
(Credit Card payments attract a 2% surcharge)

Credit Card:

Please debit my Visa Mastercard Amex Diners

Card Holder's Name: _____

Card Number:

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Security Code:

□□□□

Signature: _____ Expiry Date: / /
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Confirmation Details: After receiving payment a receipt will be issued. If you do not receive a letter outlining joining details two weeks prior to the event, please contact the training coordinator at **marcus evans** training.

Terms & Conditions

1. Fees are inclusive of programme materials and refreshments.

2. **Payment Terms:** Following completion and return of the registration form, full payment is required within 5 days from receipt of invoice. PLEASE NOTE: payment must be received prior to the conference date. A receipt will be issued on payment. Due to limited conference space, we advise early registration to avoid disappointment. A 50% cancellation fee will be charged under the terms outlined below. We reserve the right to refuse admission if payment is not received on time.

3. **Cancellation/Substitution:** Provided the total fee has been paid, substitutions at no extra charge up to 14 days before the event are allowed. Substitutions between 14 days and the date of the event will be allowed subject to an administration fee of equal to 10% of the total fee that is to be transferred. Otherwise all bookings carry a 50% cancellation liability immediately after a signed sales contract has been received by **marcus evans** (as defined above). Cancellations must be received in writing by mail or fax six (6) weeks before the conference is to be held in order to obtain a full credit for any future **marcus evans** conference. Thereafter, the full conference fee is payable and is non-refundable. The service charge is completely non-refundable and non-creditable. Payment terms are five days and payment must be made prior to the start of the conference. Non-payment or non-attendance does not constitute cancellation. By signing this contract, the client agrees that in case of dispute or cancellation of this contract that **marcus evans** will not be able to mitigate its losses for any less than 50% of the total contract value. If, for any reason, **marcus evans** decides to cancel or postpone this conference, **marcus evans** is not responsible for covering airfare, hotel, or other travel costs incurred by clients. The conference fee will not be refunded, but can be credited to a future conference. Event programme content is subject to change without notice.

4. **Copyright etc:** All intellectual property rights in all materials produced or distributed by **marcus evans** in connection with this event is expressly reserved and any unauthorized duplication, publication or distribution is prohibited.

5. **Client information** is kept on **marcus evans** group companies database and used by **marcus evans** group companies to assist in providing selected products and services which maybe of interest to the Client and which will be communicated by letter, phone, fax, (inc. automatic dialling) email or other electronic means. If you do not want **marcus evans** to do this please tick this box []. For training and security purposes telephone calls maybe recorded.

6. **Important note:** While every reasonable effort will be made to adhere to the advertised package, **marcus evans** reserves the right to change event dates, sites or location or omit event features, or merge the event with another event, as it deems necessary without penalty and in such situations no refunds, part refunds or alternative offers shall be made. In the event that **marcus evans** permanently cancels the event for any reason whatsoever, (including, but not limited to any force majeure occurrence) and provided that the event is not postponed to a later date nor is merged with another event, the Client shall receive a credit note for the amount that the Client has paid to such permanently cancelled event, valid for up to one year to be used at another **marcus evans** event. No refunds, part refunds or alternative offers shall be made.

7. **Governing law:** This Agreement shall be governed and construed in accordance with the law of Britain and the parties submit to the exclusive jurisdiction of the British Courts in Britain. However **marcus evans** only is entitled to waive this right and submit to the jurisdiction of the courts in which the Client's office is located.

8. Client hereby acknowledges that he/she specifically authorizes that marcus evans charge the credit card listed above for the amount provided herein; that this Contract is valid, binding and enforceable; and that he/she has no basis to claim that any payments required under this Contract at any time are improper, disputed or unauthorized in any way. Client acknowledges that they have read and understood all terms of this contract, including, without limitation, the provisions relating to cancellation.