

Aandachtspunten voor het contract met uw ICT leverancier

Bart Cresens

Advocaat – Venoot

Cresendo Advocaten

Functionele omschrijving

- Belang van een eenvoudige/functionele omschrijving van de applicatie.
- Voeg bijlage toe met een eenvoudige lijst van wat/waar/hoe.
- Voeg 'verkoops'mails/briefwisseling/offertes toe aan de overeenkomst.
- RFQ/vergelijkende studie

Wat voor een contract is het?

- Wat voor een overeenkomst is het? Inspannings- of resultaatsverbintenis ?
- Worden er softwarelicenties geleverd? (koopverkoop/licentie)
- Wordt er maatwerk geleverd?
(intellectuele eigendom?)
(Aannemingsovereenkomst/resultaatsverbintenis)
- Worden er consultants geleverd?
(onderaannemingsovereenkomst)
- Software of databank?

Belang van Deadlines en Acceptance tests

- Voeg een gedetailleerde tijdslijn toe en voorzie kritisch pad.
- Spreek tussentijdse evaluaties af en acceptance procedures.
- Zorg voor tussentijdse stand-alone applicaties die afzonderlijk kunnen getest worden en koppel daar Uw betalingen aan.
- Voorzie stress-test periodes voor acceptance
- Voorzie minimale functionaliteiten gedurende minimale periodes

Belang User Acceptance criteria

- SUPPLIER shall submit the Solution to the CUSTOMER for Acceptance Tests in accordance with the User Acceptance Criteria .
- SUPPLIER will have 10 business days to perform acceptance tests starting from the day that the Solution was submitted in writing (e-mail) to the CUSTOMER for Acceptance.
- SUPPLIER will assist CUSTOMER in the Acceptance Tests of the Solution.
- Both SUPPLIER and the CUSTOMER shall appoint a representative who shall liaise and co-operate with each other in all matters pertaining to testing and acceptance.
- In the event that any part of the Solution fails to meet the User Acceptance Criteria the CUSTOMER shall promptly provide the SUPPLIER with a clear error description that explains step by step how the error can be reproduced and with all other relevant information available concerning such failure. SUPPLIER shall be entitled to verify such failure and shall be given such assistance and facilities as are reasonable in all the circumstances to rectify such part of the Solution and shall re-submit such part of the Solution to the Customer for re-testing and the provisions of this paragraph shall apply thereto, mutatis mutandis.
- If the reported error cannot be reproduced (following the provided error description), then the SUPPLIER will be communicated that the error cannot be reproduced and the error is considered solved by the SUPPLIER. The CUSTOMER can however resubmit a new error description.
- In the event the Solution meets the User Acceptance Criteria, Customer shall notify the acceptance of the Solution within a period of 5 business days from the end of the Acceptance Tests.
- In the event that Customer fails to notify the acceptance or rejection of the Solution within a period of 5 business days from the end of the Acceptance Tests, the Solution shall be deemed accepted. In addition the actual use of the Solution by the Customer in the normal production environment of Customer shall be equivalent to the acceptance of the Solution (subject to any reservation that the Customer may have made in accepting the Solution).
- The end of the Acceptance Tests shall be considered as provisional acceptance by Customer of the Solution.
- The stand by during acceptance period of one programmer and the bug correction are not considered to be part of the scope of this project.

Tussentijdse wijzigingen/leerproces

- At any time during the execution of the Works the Committee may request and SUPPLIER may recommend variations in writing to any part or parts of the content of the Works.
- When Committee requests a variation, then SUPPLIER shall notify the Committee in writing within five (5) working days from the receipt of a written variation request of any fee cost, expenses and time required to investigate the impact of implementing such variation (impact analysis).
- If the Committee instructs the SUPPLIER to proceed with such investigation, then the SUPPLIER will report the result of such investigation in writing to the Committee giving the effects upon the agreed functional scope of the project (Blueprint) and the fee cost, expenses and time required to implement the variation including services to be provided by the Committee, should the contemplated variation be implemented.
- SUPPLIER may charge for costs and expenses incurred in respect of investigating the effect of implementing a change requested or authorised by the Committee, whether or not subsequently implemented.
- Should the Committee then wish to proceed with the variation, the Committee shall instruct SUPPLIER to this effect in writing within ten working days of receipt of such advice, and this Agreement shall be deemed modified accordingly.
- Decisions regarding major variations with respect to this Agreement or its implementation cannot be made by the Committee and must be escalated by the Committee to the CFO of the Customer. The committee will inform the SUPPLIER when a variation is a major variation.

Post implementatie/support

- Support : Wat/waar/wanneer/hoe snel?
- Omschrijf wat een 'Bug/Crash/Work-around' is?

Een voorbeeld:

Severity Code	Severity Type	Interpretation	Intervention Time
1	Major	The entire solution does malfunction due to the software bug.	Within 1 business days
2	Intermediate	Functionality corresponding with more than one individual use case of the blueprint does malfunction due to the software bug.	Within 2 business days
3	Minor	Functionality corresponding with one individual use case of the blueprint does malfunction due to the software bug. However the functionality can still be used but not in the usual way.	Within 5 business days

Belang van Arbitrage

- Langdurige procedures/expertises
- Belang van bevoegdheidsclausule die verwijst naar Arbitrage-orgaan.
 - Snelheid
 - Specialisatie bij beslechting
 - Realistische oplossingen