Standard Aimtec Company Conditions

Project Management and Organization Terms

1   Introductory provisions

1.1   This document, the Project Management and Organization Terms and Conditions (Terms and Conditions), is a part of the Standard Aimtec Company Conditions. The document defines the general conditions for the delivery of services in the form of Projects

1.2   The Contract is meant to specify in more detail, or as appropriate to restrict, the validity of these Conditions, and this by way of specifying their individual articles or by excluding them in its paragraph of Special Provisions.

1.3   When a phrase is capitalized, that means that it is an established definition for further use in the document.

2   Definitions of terms

2.1   Project

2.1.1   A Project is a unique Process, with defined time, cost, and resource boundaries, that is implemented so as to achieve the creation of certain defined outputs (the fulfilment of project goals) at a required level of quality and in accord with applicable standards and accepted requirements. In order for a Project to be implemented successfully, it must be monitored from two angles – the product/deliverables angle, i.e. what is to be delivered, and the implementation angle, i.e. how it should be delivered. The product/deliverables angle is broken down into the Process structure. The implementation angle comes with a list of activities that must be performed in order for the implementation of the product/deliverables to be achieved.

2.2   Process

2.2.1   A Process is a structured and measurable set of Customer activities designed for producing a specific output. It includes a strong emphasis on how the Customer-side activities are performed, in contrast with the product focus, which concentrates on that which is their result. It is a specific organization of activities in time and space, with a beginning and an end and with clearly defined inputs and outputs. Processes are structures with whose aid the Customer does what is needed in order to create value for its Customers.

2.3   Request

2.3.1   A Request is a component activity that supports the Project's implementation. It can be of several types: task, error, change, extra works, or third-party problem. A change can lead to a request for a change to the Project's timeline (one typical example is an adjustment to individual Processes or the extension of the Project scope with a new Process similar to an already-implemented one). Extra works can lead to a request for a change to the Project's timeline as well as its financial framework (one typical example is an adjustment to a set of Processes or the extension of the Project scope with a new Process that is dissimilar from all already-implemented Processes). For each Request, its implementation progress and deadline fulfilment are monitored; additionally, each Request has an assigned party responsible for its implementation, its Type, its criticality, and its solution priority within the framework of criticality. Requests are recorded and categorized by members of the Supplier's Implementation Team, and the correctness of the task definition is confirmed by the members of the Customer's Implementation Team in the Project Report during the completion of individual Project phases. Requests for Supplier intervention during Productive Operation with Support – Incidents – are entered by the Key User into SED so as to ensure their conclusive monitoring.

2.4   ServiceDesk

2.4.1   The ServiceDesk (SED) is an application for recording and monitoring the statuses of Requests after the Start of Productive Operation.

2.5   The Project's Key Parameters

2.5.1   The Key Parameters (the Triple Constraint) are the Project goals, specifying its scope, the milestones specifying its timeline, and its costs.

2.6   Other Project parameters

2.6.1 The Other Project parameters are the risks, the Implementation Team, and the Timeline. The Project Timeline contains all Project phases and milestones, all main Project tasks, and their interdependence in time.

3 Project roles – responsible parties

3.1 The Steering Committee

3.1.1 The Steering Committee is the highest Project management authority. Its members are nominated for this role by authorized representatives on the basis of the Contract. On the side of the Customer, it comprises, at minimum, the Project owner and the Project manager. The Steering Committee's responsibility is to ensure that the Project's strategic focus is maintained and that the Project goals are achieved, and to accept or reject the Project results and any eventual changes that they contain relative to the Project's key parameters. Among its main tasks are accepting the Project Charter and updating it based on the Project's development and accepting or rejecting the transition into production on the basis of the current Project risks. So as to support effective communication and cooperation during Project implementation, it is also responsible for handling escalations from the Project Committee. The Steering Committee meets when requested to do so by the Project Committee.

3.2 The Project Team

3.2.1 The Project Team is the group of persons participating through their direct efforts in the Project's implementation (the Project Committee and the Implementation Team). The roles of all of its members must have sufficient authority for decisions regarding the activities assigned to them, including the practical, process and technologies standpoints. The Project Team is responsible for identifying Project risks, analyse them, evaluating them and defining the activities used for handling them. The Supplier's Project manager registers Project risks in the Project Report. For smaller Projects, multiple roles may be accumulated by a single person.

3.3 The Project Committee

3.3.1 The Project Committee is the executive arm of Project management; it processes the Project outputs and ensures the fulfilment of Project activities based on the approved Key Parameters, or if relevant, based on defined indicators and instructions from the Steering Committee, throughout the entire Project implementation period. Its members are nominated for this role by authorized representatives on the basis of the Contract. It comprises, at minimum, the roles of the Customer's Project manager and the Supplier's Project manager. The Project Committee's responsibility is to manage the Project, in its meaning as found in the Charter, by breaking it down into operational documents, and to prepare the foundations for evaluating and verifying the Project process, as well as to provide resource coordination during Project implementation. The main task of the Project manager is to define the Project activities and their processes so as to ensure that the Project's goals are achieved within the scope of the parameters defined. The activities are listed in the Project Report and the Project Plan. The Supplier's Project manager is also responsible for acquiring and coordinating Supplier-side resources. The main task of the Customer's Project manager is to provide cooperation in managing the Project and to acquire and coordinate Customer-side resources. The Project Committee meets at the request of any member of the Project Committee.

3.4 The Implementation Team

3.4.1 The Implementation Team is responsible for the implementation of the individual Project activities. Its members are nominated for their roles by the Project Committee on the basis of the Charter. It comprises, at minimum, the Key User and ICT Specialist from the Customer, and the Consultant from the Supplier.

3.5 The Extended Implementation Team

3.5.1 The Extended Implementation Team includes the members of the Implementation Team plus Deputy Key Users for covering multi-shift operation. The Customer is responsible for the preparation and training of the Extended Implementation Team.

3.6 The Key User

3.6.1 The Key User is primarily responsible for providing a design that outlines the target form for the implemented Processes that have been assigned to them and adapting surrounding Processes to this form, preparing End-user Documentation, updating the description of internal procedures, providing End-user training, specifying how support for Productive Operation will be provided, and specifying how undefined and unverified variants and states in the implemented Processes will be handled.

3.7 The Deputy Key User

3.7.1 The Deputy Key User is mainly responsible for providing production support and handling undefined and unverified variants and states for implemented Processes when the Key User is not currently present.

3.8 The ICT Specialist

3.8.1 The ICT Specialist is primarily responsible for resolving requirements for Support Infrastructure, i.e. all HW and SW that, while not a part of the official delivery, is necessary for ensuring its operation. They are likewise responsible for integrating supplied HW and SW into this infrastructure.

3.9 The End User

3.9.1 The End User is a role that, after the IS has been brought into Productive Operation, primarily utilizes the IS to support activities performed within Processes.

4 Project documentation

4.1 The Contract

4.1.1 The Contract is a document defining the conditions of the subject of performance—of the Project's delivery. Its scope is typically defined in more detail in the Proposal. The standard delivery method described in the Standard Aimtec

Company Conditions may be specified in further detail in Specific Provisions of the Contract. The scope and method of the Project's delivery is defined in further detail in the Project Charter and Target Concept.

4.2 The Project Charter

4.2.1 The Project Charter is the document that formally declares the Project's existence. It entitles Project managers to use resources on Project activities. This is the document that, along with the Terms and Conditions, forms the foundation for the actual management of works and the coordination of the two parties' cooperation. It specifies:
   (1) Key Parameters
   (2) Other Project Parameters
   (3) The Standard Delivery Conditions
   (4) Specific provisions of the Contract
   (5) Other specifications of the delivery method (the frequency of meetings and of document preparation, specific provisions about the form of individual phases, etc.).

4.2.2 This document is based on the Contract; it is prepared by the Supplier's Project manager with the active participation of the Customer's Project manager, and after acceptance by the Steering Committee, it becomes an integral part of the Contract.

4.3 The Project Timeline

4.3.1 The Project Timeline is proposed by the Supplier's Project manager and accepted by the Customer's Project manager. The tasks in the timeline have all resources needed for their implementation assigned to them. Every task has an owner, who is responsible for its implementation. The tasks are distributed in time in such a way as to ensure fulfilment of the deadlines in the Project Timeline.

4.4 The Target Concept

4.4.1 The Target Concept is a document specifying the final product/deliverables scope for the delivery, in the form of a list of implemented Processes within the scope and the set of variants listed in the Proposal (within their form and their functionalities, their integrations, and as appropriate other entities), and a final description of their target form, the Key User responsible for its implementation and a brief outline of the acceptance criteria. In the case of an interconnection between an Information System and Integrated Systems, the Target Concept also contains the method for data transfer among these systems. This document is created on the basis of the Proposal and the Description of the current form of the implemented Processes and specifies other known circumstances (other Processes and Projects) that can influence the Project's implementation. The Requirements for Support Infrastructure and Its Operation are an appendix to this document. This document is prepared by the members of the Supplier's Implementation Team and accepted by the members of the Customer's Implementation Team. The Supplier's Project manager presents them to the Customer's Project manager for final acceptance. Should the Proposal and the accepted Target Concept be in conflict, the subject of performance is then defined by the Target Concept in those portions in which the Proposal and the Target Concept differ.

4.5 The Requirements for Support Infrastructure

4.5.1 Requirements for Support Infrastructure and Its Operation is a document specifying the technical conditions needed for the functioning of the implemented system. The Customer is responsible for arranging the needed technical conditions.

4.6 The Project Report

4.6.1 The Project Report is the main tool for Project delivery management. It brings together views of the delivery from both the implementation and the product/deliverables standpoints. It shows the Project's current status, the readiness of the information system and Support Infrastructure, data readiness and user readiness. It contains information on the current form of the Charter and also information on Project implementation. This information is entered via Requests. The information is shown in the following structure:

4.6.2 Project Summary (the current shape of the Project parameters)
   (1) Project Summary (the current shape of the Project parameters)
   (2) WBS (all Requests, grouped by the structure of the subject of the delivery, the structures of the Process)
   (3) AIM activities (Requests to the Supplier)
   (4) CUST activities (Requests to the Customer; cooperation necessary)
   (5) Project changes (Requests that lead to a change of the Project's Timeline or financial framework)
   (6) Risks (Requests that aim to eliminate risks)

4.6.3 This document is prepared by the Supplier's Project manager, and if no change to the Key Parameters is occurring, they present it to the Customer's Project manager for acceptance. If the Key Parameters are changing by more than 10%, they present the document to the Steering Committee for acceptance. The accepted version of the Project Report specifies and updates the Target Concept and the Project Charter and becomes an integral part of the Contract.

4.7 The Documentation for Key Users / Project Documentation

4.7.1 Key-user Documentation / Project Documentation is created through the continuous extension of the Target Concept with a detailed description of the implemented Processes over the course of the Prototyping and Integration Test. After Project Completion, the sum of this documentation becomes the Project Documentation, which describes the guaranteed functionality and behaviour of the IS.

4.8 The End-user Documentation

4.8.1 The End-user Documentation is prepared by the Key Users on the basis of the Key-user Documentation / Project Documentation, and it serves as the foundation for End-user Training.

4.9 The Acceptance Protocol

4.9.1 The Acceptance Protocol is the document that is signed by the Customer in order to confirm the acceptance of the delivery stated within it.

5 The Project Delivery

The Project Delivery is divided up into individual phases. These phases have milestones and tie into one another. In certain cases, they may overlap. Any eventual specifications and deviations from the standard methodology are stated in the Charter. The list below states the individual phases and the goals of their implementation.

5.1 Project preparation and Analysis

(1) This phase serves for defining the Project framework and acquainting the implementation team with the scope and method of the delivery and subsequently specifying the Customer's requirements for Processes' functionality.

(2) After the Contract's signature comes the commencement of the Project. At its beginning, the Project Charter is drafted and then a Kick-off Meeting is organized as a platform at which the Project Committee presents the Implementation Team with the Project Charter and a Proposal for the Project's implementation and, by means of these, the Project's goals, its scope in the form of a list of implemented Processes (Processes), its parameters, its delivery method and its management system. The task of the Steering Committee here is to express its support for the Project. This is followed by an analysis of the current state and the definition of the Project's target state. This Analysis is performed by the Key User and the Consultant. The Customer's Project Manager assigns Processes to individual Key Users. The Key Users ensure the provision of a description of the existing state of the physical processes in all of their variants and define other circumstances known to them (other Processes and Projects) that may have an influence on the Project's implementation. If the Information System is interconnected with Integrated systems, the Customer's Project manager arranges for cooperation by the Suppliers of Integrated Information Systems in preparing the Analysis.

5.1.1 Schema 1 - Project preparation and Analysis:
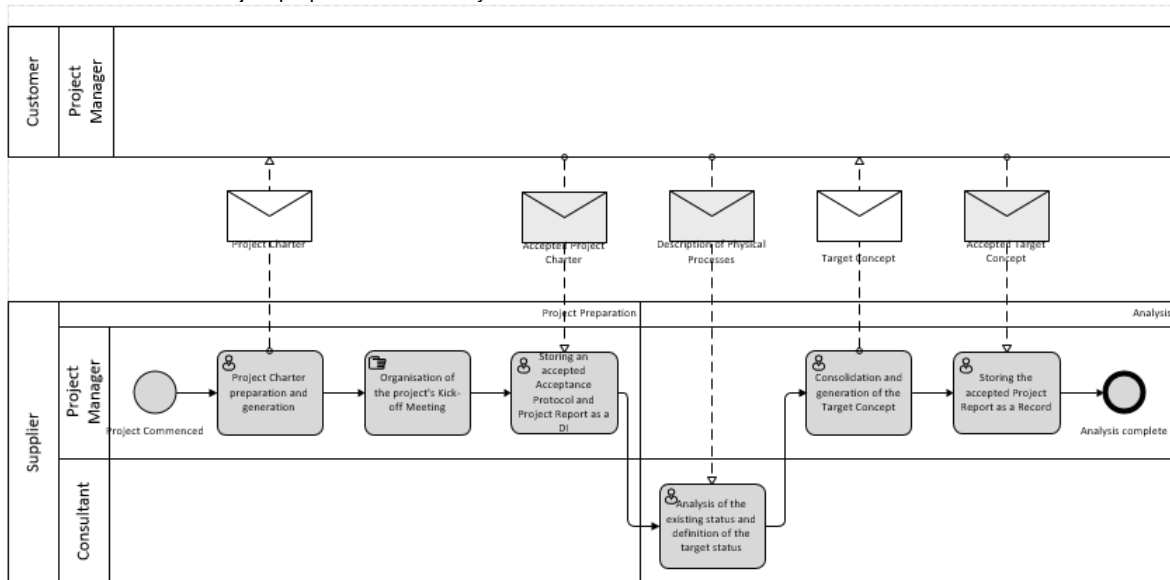
5.2 Installation and Configuration of Support Infrastructure and IS

(1) The configuration of HW and SW within the Support Infrastructure and the installation of the basic form of the Information System into the environment of the Support Infrastructure.

(2) The configuration of the Information System in accord with the Target Concept.

5.2.1   Schema 2 - Installation and Configuration of Support Infrastructure and IS:
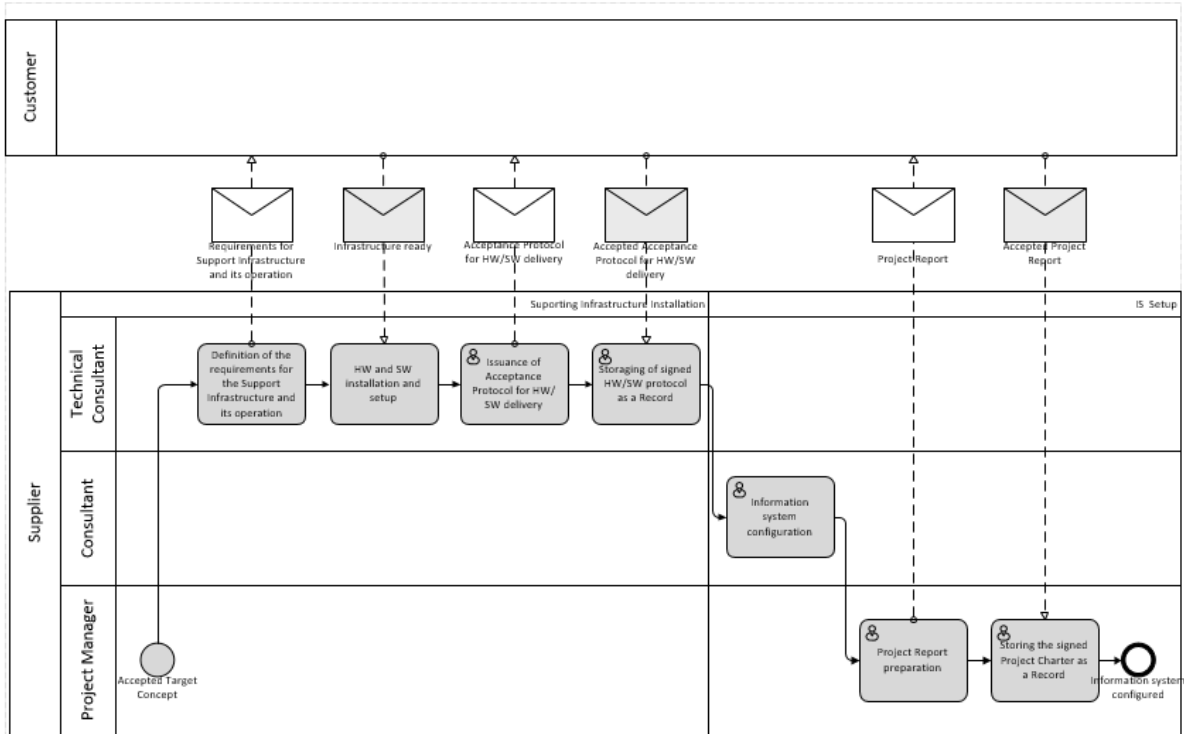
5.3   Data preparation

(1)   The Key Users prepare data samples upon which the Information Systems' functionality will be verified during the Prototyping and Integration Test phases.

(2)   In the framework of preparing data for the actual operation of the IS, the Supplier will supply, for the areas defined in the Target Concept, a data structure – a template and its description. The Customer's Implementation Team will populate these data structures. If the Project includes data migration, then the Supplier will perform the migration of the defined data from the agreed data structures into the Information System. Migration is generally understood here as the transfer of data from defined data structures of the Customer into the implemented IS.

(3)   The Key Users will verify the data's quality.

5.3.1   Schema 3 - Data preparation:
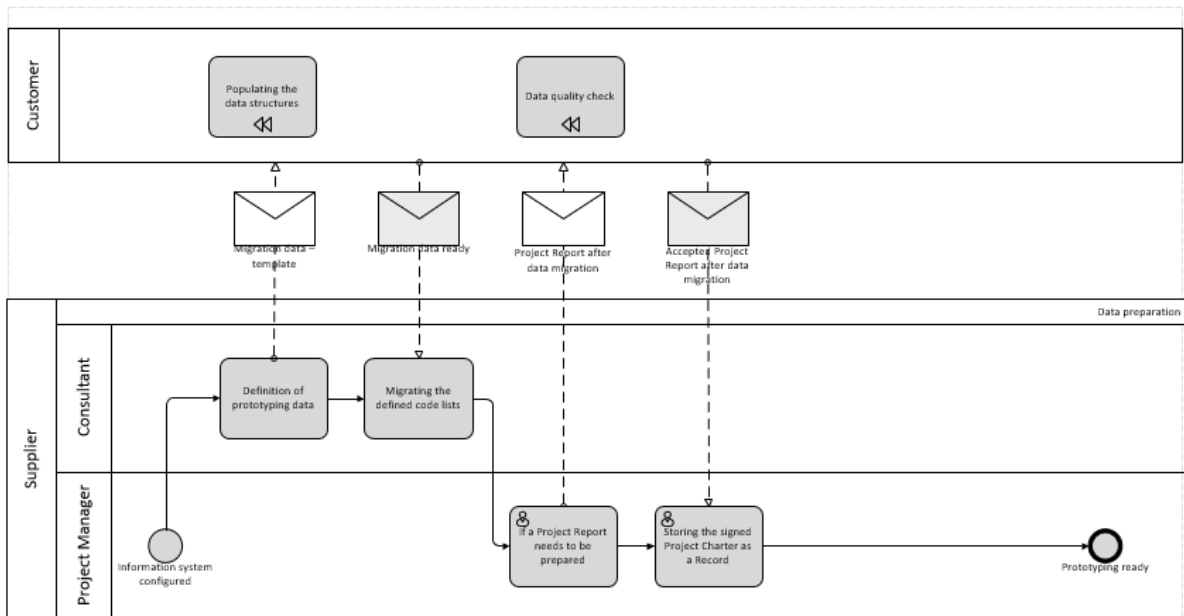
5.4 Prototyping

5.4.1 During this phase, primarily the following actions will be performed:
  (1) The Key Users will be acquainted with the IS within an introductory overview training
  (2) The implemented Processes will be handed over by the Consultants to the Key Users via training
  (3) the Key Users will specify acceptance criteria (sample data and required outputs from the system) on whose basis the system prototype will be verified
  (4) The shapes of the Processes will be independently verified and specified by the Key Users with the support of the Consultants, and Requests for adjustments to the shapes of the Processes (modifications) will be registered in the Project Report
  (5) Detailed familiarity with the Target Concept by the Key Users is an essential precondition for the commencement of Prototyping
  (6) The goal is for each Key User to be able to perform the Process independently with the support of the Information System.
  (7) This phase is considered as accepted when the percentage of Processes without critical Requests that the Supplier is currently resolving (Category H) is at least 90% and the percentage of Processes without non-critical Requests that the Supplier is currently resolving (Category M) is at least 60% of the total set of Processes.

5.4.2 Schema 4 - Prototyping:
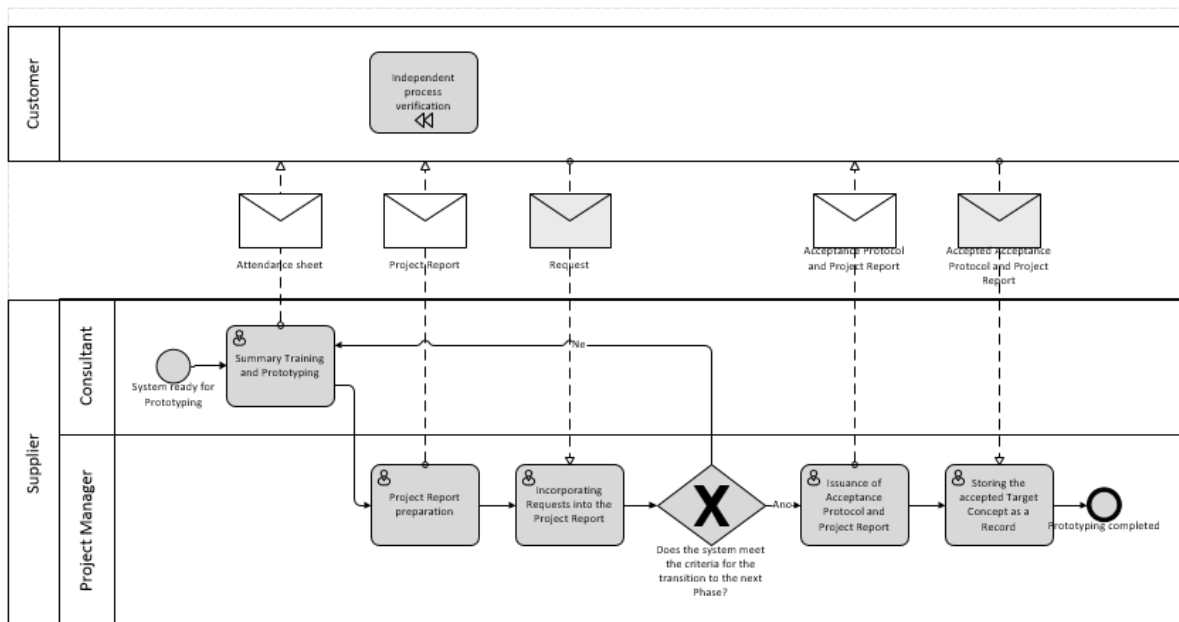
5.5 Integration test

5.5.1 During this phase, primarily the following actions will be performed:
  (1) Integration test scenarios will be prepared, as well as data and acceptance criteria.
  (2) The Process modifications will be handed off from the Prototyping phase.
  (3) Implementation of links – Integration between Processes in the Information System and between Integrated Systems
  (4) Independent verification of Customer Modifications and Integrations by Key Users and recording of requests in the Project Report.
  (5) This phase is considered as accepted when the percentage of Processes without critical Requests that the Supplier is currently resolving (Category H) is 100% and the percentage of Processes without non-critical Requests that the Supplier is currently resolving (Category M) is at least 80% of the total set of Processes.
  (6) By signing the Acceptance Protocol (the Integration Test) the Customer confirms that, with support from the system, it is capable, within Productive Operation, of independently carrying out the Processes being handed over.

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5.5.2   Schema 5 - Integration test:
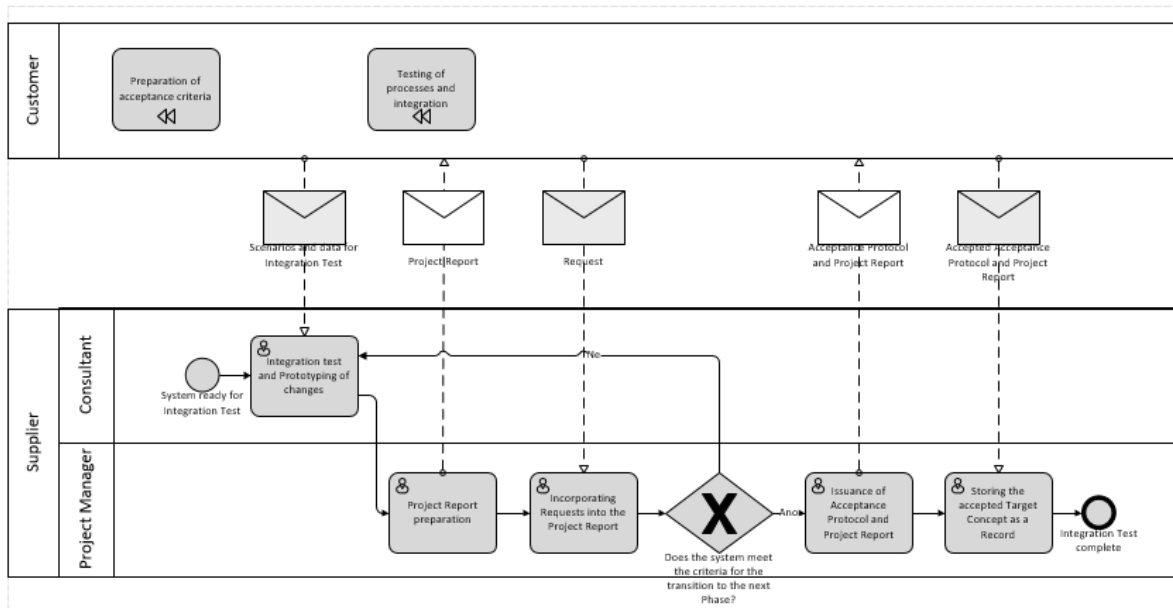
5.6   Preparation for Productive Operation

5.6.1   During the preparations for this transition, primarily the following actions will be performed:
(1)   Data will be prepared for production
(2)   End Users will be trained
(3)   Conditions for the transition to Productive Operation will be specified
(4)   The system will be configured
(5)   The internal support system will be configured
(6)   Backup procedures for the case of an failure of the Information System, for all shifts, will be defined.

5.6.2   The Project Committee will evaluate the influence of risks on the Start of Productive Operation with Support and will define activities needed for their elimination.

5.7   Productive Operation with Support
(1)   Productive Operation with Support is the Project phase in which the Information System is independently used by the End Users under the supervision of the Key Users. Productive Operation with Support is the Project phase in which the Information System is independently used by the End Users under the supervision of the Key Users.
(2)   The actual launch of Productive Operation with Support is performed on the basis of a Project Report and of a confirmed Acceptance Protocol.
(3)   The Key Users ensure support for the End Users. The Supplier ensures support for the Key Users. Any newly arising requests by the Key Users to the Supplier are entered by the Customer's Project manager into SED. The Supplier provides support in this phase by handling incidents with a response time of no later than the end of the next business day.
(4)   This phase ends once 14 days have passed since its launch.
(5)   In the event that business use with live data by the Customer of the individual parts of the Information System in production takes place for a period of at least two months, this is considered as complete fulfilment of the work as regards this specific, individual part of the Information System. With the conclusion of the Productive Operation with Support phase, the Information System transitions into routine operation, and any eventual open Requests are transferred into the SED system and the Project Completion takes place.

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5.7.1   Schema 6 - Productive Operation with Support:
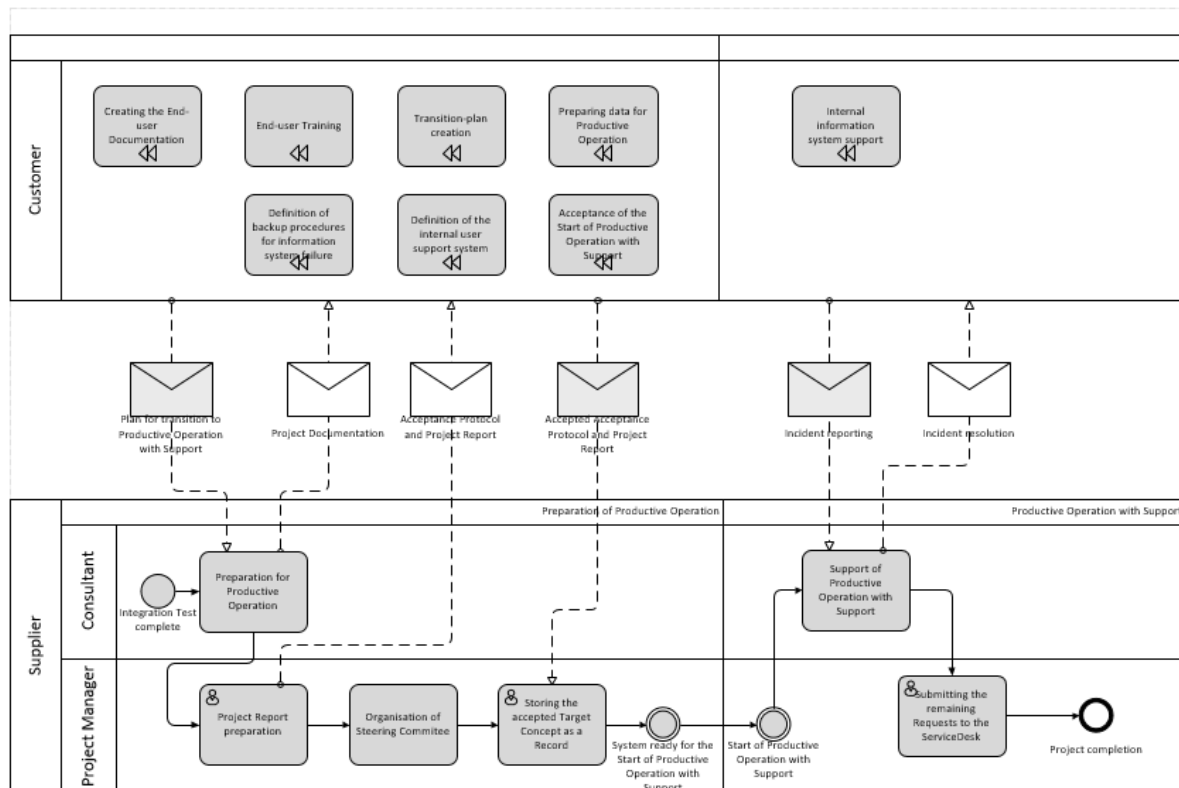
5.8   Operation during the Warranty Period

(1) The Supplier is responsible for the Information System's complying with the functionality defined in the Project Documentation while also maintaining the Operation Conditions. The Supplier is responsible for all defects in the work for a period of 90 days from the launch of Productive Operation with Support. The Supplier is not responsible for defects that have arisen due to faulty or incomplete data or due to the Customer's not having communicated to the Supplier all information, circumstances and facts the knowledge of which is essential for providing performance. It likewise is not responsible for defects that appear as a result of End Users controlling the information system improperly. For conclusive assignment and monitoring of the implementation of a request for the elimination of any eventual defects (Warranty Requests), the Customer is required to utilize SED. For the Customer to place a Warranty Request, the defect must be reproducible by the Supplier. The Customer is required to provide appropriate cooperation during the identification and rectification of the defect. The term "cooperation" here is construed as also including the provision of application data for the purposes of analysis. The Supplier will react within 10 days of the declaration of a defect when handing Warranty Requests. The resolution of these requests takes place in the course of standard working hours.

(2) The Supplier undertakes to provide the Customer with its cooperation in the rectification of even those defects for which it does not itself bear responsibility and to take appropriate steps for their rectification. The Supplier is entitled to require payment for all costs that it usefully incurs in the case where it is working to resolve such defects, as well as in the case where the Customer did not use a current version of the product SW that rectifies the given defect.

6   Project management

6.1   Cooperation

(1) The term Cooperation means all activities that the Customer undertakes to provide during Contract performance so that the Supplier is able to fulfil the subject of performance. The main requirements for cooperation from the side of the Customer are described in the individual phases of the Project; the list below contains the requirements for cooperation throughout all phases.

(2) The Customer will ensure that all members of the Supplier's Project Team have access to the Information System at the location of performance upon the Customer's premises, and the Customer will enable local and remote access to its Support Infrastructure, internet access, and access to the Supplier's internal data network for the purposes of fulfilling the Contract, in accordance with the specification in the Requirements for Support Infrastructure and Its Operation.

(3) The Supplier will create a shared folder for the members of the Project Team for the storing of Project documentation that is locally and remotely accessible.

(4) The Supplier is responsible for the creation of appropriate access profiles and rights and for suitably securing the data against abuse, misuse, loss and destruction.

(5) The Customer will arrange suitable spaces at the place of performance on the Customer's premises; these spaces will include suitable technical resources (whiteboard, flip chart, data projector, training PC, and printers), appropriate for Project organization and management, training sessions, meetings and preparing the members of the Project Team.

(6) The Customer is obligated to train the members of the Supplier's Project Team, in the sense defined in the relevant provisions of work-safety legislation and special regulations, if their presence at the place of performance demands it.

(7) Deliveries and coordination activities by third parties (especially in the area of infrastructure and integrations) that are not explicitly the subject of the delivery by the Supplier are a part of Cooperation.

6.2   Request Categorization and Prioritization

6.2.1   Requests are divided into the following categories. Categorization is defined by the Supplier's Project Manager and accepted or rejected by the Customer's Project Manager:

(1) Category H Request/Critical – problems preventing the use of the system, i.e. causing the system to "freeze" or "crash", during normal use, causing the loss or corruption of data during normal use or causing part of the Information System to become inoperative, where no workaround for the problem exists.

(2) Category M Request/Non-critical – problems limiting the system's usability, i.e. causing significant problems during use. These are problems that do not affect data quality and can be overcome via a temporary workaround.

(3) Category L Request/Minor – problems that do not present an operational limitation, but that do complicate processes when working with the system, i.e. they are manifested through discrepancies between its controls or outputs and the behaviour described in the documentation, as well as other problems not mentioned in the preceding H and M categories.

6.3   The Change Procedure

6.3.1   The Change Procedure is the mechanism that enables managed change of the Project's scope. When a Request leads to a change to the Project's timeline or financial framework, the Supplier's Project Manager submits a proposal for an adjustment to the Key Parameters by way of a Project Report. When a Request leads to a change of the Project's timeline, they update the timings of the Project's milestones. When a Request leads to an expansion of the financial framework, the expected scope of the solution is specified, and working from this scope its price is to be defined on the basis of the project's Hourly Rate. This Proposal remains valid for 14 days from when it is issued. Through the acceptance of a Request for a change to the Project's timeline or financial framework, the Customer's Project Manager also performs the acceptance of a change in the Project's Scope. When not stated otherwise, the Customer's Project Manager is authorized to approve changes to the scope of the Key Parameters up to 10% of the original value. In the case of a larger deviation, the acceptance process is escalated to the Steering Committee.

6.3.2   Schema 7 - The Change Procedure:
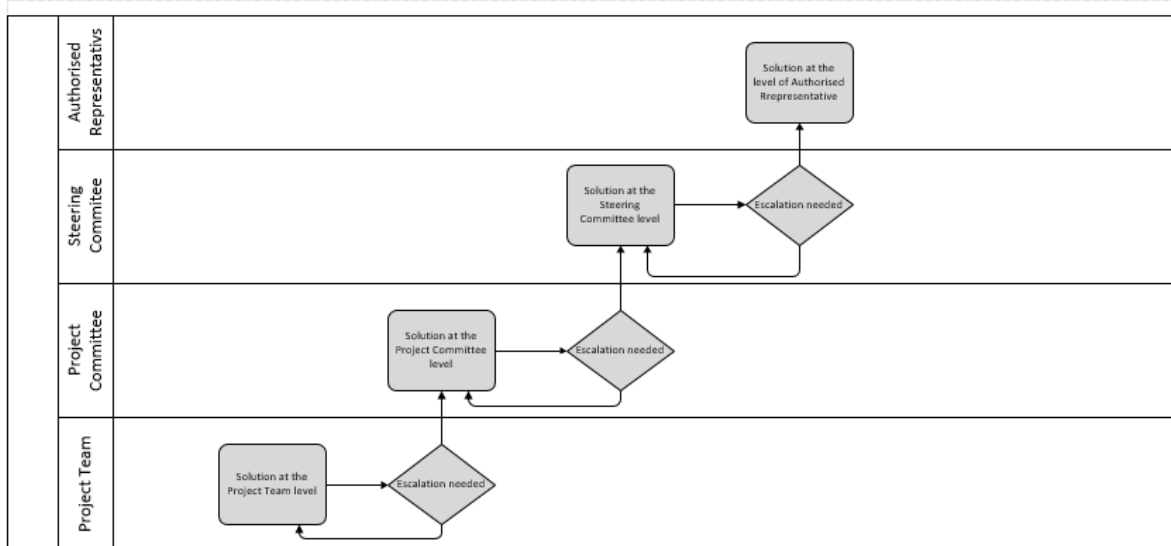
6.4   Handover

6.4.1   Handover is a Process within whose framework the acceptance of the subject of the delivery by the accepting party takes place. The party performing the handover hands off the subject of the delivery along with the Acceptance Protocol to the accepting party. After the subject of the delivery has been supplied, the accepting party will perform acceptance through acknowledgement of the Acceptance Protocol, either with no further Requests, or with Requests that do not prevent its acceptance (Non-critical and Minor requests). For the resolution of Non-critical and Minor requests, a replacement period is offered by the accepting party. If, meanwhile, any Requests preventing acceptance arise during the acceptance of the subject of the delivery, the accepting party lists these in the Acceptance Protocol and adds the statement that it does not agree to acceptance. No acceptance takes place, and the party performing the handover is provided a replacement period for resolving these Requests and the acceptance process is repeated. If the accepting party neither performs an acceptance without further Requests or an acceptance with Requests that do not prevent acceptance, nor refuses to provide acceptance, within five working days of the delivery of the Acceptance Protocol, then acceptance is considered to have taken place. In the case where the nature of the matter makes it useful to do so

(e.g. during the Handover of HW products via a courier service, during Handover in the form of a confirmation in the Project Report, etc.), the Acceptance Protocol can be replaced with another, similar document.

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