



**SLOVENSKI STANDARD**  
**SIST EN 15221-2:2007**  
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**Upravljanje objektov in storitev - 2. del: Smernice za pripravo dogovora o upravljanju objektov in storitev**

Facility Management - Part 2: Guidance on how to prepare Facility Management agreements

Facility Management - Teil 2: Leitfaden zur Ausarbeitung von Facility Management-Vereinbarungen

**iTeh STANDARD PREVIEW**

Facilities management - Partie 2 (standard iTeh.ai) Lignes directrices sur la façon d'élaborer des accords de facilities management

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**Ta slovenski standard je istoveten z: EN 15221-2:2006**

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**ICS:**

03.080.99	Druge storitve	Other services
91.040.01	Stavbe na splošno	Buildings in general

**SIST EN 15221-2:2007**

**en**

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ICS 03.080.99; 91.040.01

English Version

## Facility Management - Part 2: Guidance on how to prepare Facility Management agreements

Facilities management - Partie 2 : Lignes directrices sur la  
façon d'élaborer des accords de facilities management

Facility Management - Teil 2: Leitfaden zur Ausarbeitung  
von Facility Management-Vereinbarungen

This European Standard was approved by CEN on 16 September 2006.

CEN members are bound to comply with the CEN/CENELEC Internal Regulations which stipulate the conditions for giving this European Standard the status of a national standard without any alteration. Up-to-date lists and bibliographical references concerning such national standards may be obtained on application to the Central Secretariat or to any CEN member.

This European Standard exists in three official versions (English, French, German). A version in any other language made by translation under the responsibility of a CEN member into its own language and notified to the Central Secretariat has the same status as the official versions.

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## Foreword

This document (EN 15221-2:2006) has been prepared by Technical Committee CEN/TC 348 "Facility Management", the secretariat of which is held by NEN.

This European Standard shall be given the status of a national standard, either by publication of an identical text or by endorsement, at the latest by April 2007, and conflicting national standards shall be withdrawn at the latest by April 2007.

According to the CEN/CENELEC Internal Regulations, the national standards organizations of the following countries are bound to implement this European Standard : Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom.

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## Introduction

Effective Facility Management brings value to an organisation and all associated stakeholders.

The objective of this European Standard is to provide guidance for preparing an effective Facility Management agreement. Such an agreement by nature, defines the relationship between an organisation that procures facility services (client) and an organisation that provides these services (Facility Management service provider).

Although Facility Management can vary from a combination of single facility services e.g. 'security' and 'cleaning' to fully integrated facility services and/or a functional approach to an organisation e.g. 'workplace' or 'mobility', this European standard is primarily written for organisations that adopt integrated facility services and/or a functional approach. In addition, as technical developments increase and economic systems mature, the demand for this type of facility services, both nationally and internationally, will increase.

It is therefore important that Facility Management agreements are approached in a structured and careful manner.

The purpose of this standard is to:

- Promote cross-border client/Facility Management service provider relationships within the European Union and to produce a clear interface between the client and the Facility Management service provider.
- Improve the quality of Facility Management agreements so that disputes and adjustments are minimised.
- Assist in the selection and scope of facility services and to identify options for their provision.
- Give assistance in, and advice on, the drafting and negotiation of Facility Management agreements and specify arrangements in case of dispute.
- Identify types of Facility Management agreements and make recommendations for the attribution of rights and obligations between the parties of the agreement.
- Simplify comparisons between Facility Management agreements.

This document is a working and standardised tool intended for parties who wish to draw up the Facility Management agreement within the European Common Market. It offers headings, which are not exhaustive. Parties may or may not include, exclude, modify and adapt these headings to their own agreements.

EN 15221-1 is a lead document in terms of standards in Facility Management as it gives relevant terms and definitions in the area of Facility Management and also provides insight into the scope of Facility Management.

This standard is a guidance document and does not oblige the parties to use any part of its content.

Not all the clauses discussed in this standard will be applicable to every Facility Management agreement.

The Facility Management agreement shall follow the European, national and local legal and fiscal rules and should consider social issues where the agreement will apply. Each individual agreement should be drafted, and negotiated where appropriate, to take into account the requirements of the parties involved.

## 1 Scope

This European standard provides guidance on the preparation of agreements for Facility Management work.

This European standard is applicable to:

- Facility Management agreements for both public and private European Union cross-border, as well as domestic, client/Facility Management service provider relationships;
- full range of facility services;
- both types of Facility Management service providers (internal and external);
- all types of working environments (e.g. industrial, commercial, administration, military, health etc.).

This European standard is applicable to services that are primarily characterised by the following properties:

- business to business services;
- managed by the Facility Management service provider;
- recurring type operations greater than a one year duration;
- performance oriented;
- prices or mechanisms to determine prices for services, which are closely linked to performance.

In EN 15221-1 the scope of Facility Management is described.

This standard is primarily written for Facility Management agreements between a client and an external Facility Management service provider. However, a large part of this standard can be applied to cases where the Facility management service provider is an internal entity within the client's organisation and be very helpful to set up an approach based on Services Level Agreements (SLA).

This standard does not replace any specialized standards related to services within the scope of the Facility Management agreement. Applicable standards should be followed.

The standard does not:

- provide standard forms for Facility Management agreements;
- determine rights and obligations between the client and the Facility Management service provider;
- detail employment conditions in regard to Facility Management agreements, although such details are extremely important;
- give detail concerning the management of environmental issues.

## 2 Normative references

The following referenced documents are indispensable for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.

EN 15221-1:2006, *Facility Management – Part 1: Terms and definitions*

### 3 Terms and definitions

For the purposes of this European Standard, the terms and definitions given in EN 15221-1:2006 and the following apply.

#### 3.1

##### **asset**

anything considered by an organisation as having a positive value, especially financial

#### 3.2

##### **demobilisation**

phase to transfer facility services back to the client or to a new Facility Management service provider as specified in the Facility Management agreement

#### 3.3

##### **due diligence**

compilation, comprehensive appraisal and validation of information of an organisation at the appropriate stage of the Facility Management agreement required for assessing accuracy and integrity at the appropriate stage of the agreement process

#### 3.4

##### **escalation path**

procedure to ensure that when problems can't be resolved within an agreed time frame, they are rapidly brought to the appropriate level of responsibility for adequate resolution

#### 3.5

##### **exclusivity**

fact that the client, within the framework of the Facility Management agreement, grants to its partner a single and exclusive right to provide the facility service concerned

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#### 3.6

##### **functional approach**

approach to Facility Management that focuses on integration of individual services to attain the required output

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#### 3.7

##### **letter of intent**

note or memorandum setting a clear intention to take a certain course of action or enter into a formal agreement

#### 3.8

##### **mobilisation**

phase to establish and implement all resources, systems, data and procedures prior to taking full responsibility for the facility services to be delivered as specified in the Facility Management agreement

#### 3.9

##### **open-book**

transparent exchange of relevant information between the client and the Facility management service provider

#### 3.10

##### **performance based payment system**

method of payment based on agreed output criteria

#### 3.11

##### **reversibility**

when the client decides to end the Facility Management agreement with the existing provider and receive facility services from an internal provider



**3.12****sub-contractor**

organisation engaged by the Facility Management service provider to perform a specific portion of a facility service

**3.13****transferability**

when the client decides to end the Facility Management agreement with the existing provider and sign a new Facility Management agreement with a new provider

**4 Primary activities**

In Facility Management agreements it is fundamental that the Facility Management service provider has an appreciation and understanding of the client's primary activities, stakeholders, relevant organisation strategies and organisational structure at its inception and during the period of the agreement.

The primary activities description should include:

- description of the client's intended corporate image and trademark;
- description of the client's products and services;
- description of the client's customers.

The distinction between the primary activities and support services is decided by each organisation individually; this distinction has to be continuously updated.

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**5 Different types of Facility Management agreements**

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**5.1 Introduction**

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It is recommended that the two parties, before finalizing the details of the Facility Management agreement, ensure they have a common understanding of the type of Facility Management agreement intended, according to the types described in this section.

**5.2 Organisational needs**

The relative responsibility of each party for facility services listed in the Facility Management agreement should be determined in the following areas. Reference to Annex A in EN 15221-1:2006 (Facility Management model) may be useful at this stage.

- a) Facility Management on a strategic level;
- b) Facility Management on a tactical level;
- c) Facility Management on an operational level.

This determination will lead to the consideration of two main types of Facility Management agreements.

- Facility Management agreements which includes a), b) and c). This includes a degree of responsibility for defining the overall Facility Management strategy in line with primary activity strategy.
- Facility Management agreements, which only includes b) and c).

A careful analysis of this relationship will assist in the determination of all subsequent clauses in the Facility Management agreement.

### 5.3 Investments strategy and ownership

Clients should determine the required facility operating model to meet their asset/equipment investment strategy. There are typically three generic types of investment strategies envisaged within Facility Management agreements by this document, although others might emerge over time:

- client provides all investments and has the ownership;
- investment (usually for limited elements) is provided by the Facility Management service provider, including necessary financing and guarantees. This investment is usually associated with services provided within the Facility Management agreement;
- comprehensive agreement that incorporates necessary financing, guarantees, planning, asset replacement, construction, management and service operation including the full responsibility for all Facility Management costs and risks, commonly named the Build Operate and Transfer agreement (BOT).

NOTE This standard is not considered applicable for construction agreements.

The implications of this decision should be discussed with the Facility Management service provider, including the ownership, right of use, operation, maintenance and ending of obligations that need to be agreed upon for the investment, in relation to the terms of the Facility Management agreement.

### 5.4 Price and rate mechanisms

There are three main methods of price mechanisms and their combinations that can be considered:

- Lump sum: Facility Management service provider is fully responsible for a defined performance and quality at an agreed total amount for the agreed facility services.
- Unit rate: Facility Management service provider is fully responsible for a defined performance and quality at an agreed unit rate for the agreed facility service quantities within an agreed range.
- Cost plus: Facility Management service provider is fully responsible for a defined performance and quality at actual costs plus the agreed fee for the agreed facility services. In this case, the actual costs for the agreed facility services have to be made available to the client.

These prices may be fixed (fixed price) over a period of time, may be capped at a guaranteed maximum price or adjusted based agreed criteria (variable price).

For all the above pricing mechanisms an open-book clause can be used. In this case the details of all relevant financial transactions are available to the client.

Financial accountability should be agreed in accordance with the type of price mechanism chosen stating precisely what financial documentation or information is available for the client.

### 5.5 Performance based payments

#### 5.5.1 Incentives within the scope of the Facility Management agreement

The client and Facility Management service provider should agree if the performance based payment system will operate to cover incentives and non-performance.

#### 5.5.2 Incentives on added value to primary activities

Where the two parties recognise that the client's primary activity performance may improve resulting from the positive performance of the Facility Management service provider, the principles for establishing an incentive may be added to the Facility Management agreement.

### 5.5.3 Incentives about savings

Where the Facility Management service provider identifies opportunities for savings, the principles for establishing and sharing the savings may be added to the Facility Management agreement.

## 6 Main characteristics of Facility Management agreements

### 6.1 Preparation time and resources

Time and resources should be dedicated to the preparation of the Facility Management agreement in proportion to size, importance, and complexity.

Several different phases should be followed to prepare Facility Management agreements and to ensure that the expectations of different stakeholders are taken into account. These stages are summarised in clause 7.

### 6.2 Mutuality and benefits

Both the client and Facility Management service provider should share a mutual vision and understand the desired outcome and objectives of the client. Specifically:

- Facility Management service provider should recognise the operational and strategic importance of its own operation to the client's organisation.
- Client should recognise that it has a direct interest in the performance of its Facility Management service provider in financial, operational and other ways.

Consideration should be given to the primary activity requirements and change management processes to ensure that mutuality and benefits are sustained throughout the term of the Facility Management agreement.

It is important that, before deciding to move towards the signature of the Facility Management agreement, each of the two concerned parties perform their own financial profitability analysis of activities considered.

### 6.3 Strategic objectives

The Facility Management service provider should fully understand and support the client's (Facility Management) strategy relevant to the Facility Management agreement. Where the client's Facility Management strategy has not been fully determined, both parties should develop and document a sufficient understanding of this strategy for the purposes of the agreement.

The client and Facility Management service provider are expected to address their relevant knowledge before signing the Facility Management agreement.

The client and Facility Management service provider should have a mutual understanding of the others' internal cultures and processes.

The respective management structures of the client and the Facility Management service provider should be considered before the Facility Management agreement has been signed. The degree of organisational overlap and control points/interfaces should be agreed together with an explicit consideration of the structure of the management information flow between the two parties.

The objective/preamble should be included in the Facility Management agreement. Stating the general intention of the parties and the purposes of the Facility Management agreement may be especially important for long-term agreements when changing conditions may make adjustments to the agreement necessary. The preamble helps with the interpretation of the Facility Management agreement in case of dispute, and wording of amendments in case of future variation to agreement.

## 6.4 Necessary components of the Facility Management agreement

### 6.4.1 Term of the Facility Management agreement

The Facility Management agreement should be over a sufficient term to enable all parties to benefit. The term should be fixed taking into account criteria of the type of the Facility Management agreement, the scope and the market.

The way the two parties may agree to extend the duration of the agreement should be defined within the agreement.

In non-public works agreements, the parties should consider the desirability of not imposing a fixed term in the agreement.

NOTE The Facility Management agreement should normally last a minimum of three years.

The Facility Management agreement should explicitly contain reference to the notice period to which the Facility Management service provider will be subject under the agreement.

### 6.4.2 Exclusivity

The degree to which exclusivity will be granted to the Facility Management service provider for any particular facility service should be determined.

### 6.4.3 Management of client procured facility services

The recommended contracting method for the Facility Management agreement is for the Facility Management service provider to procure all agreed facility services on behalf of the client (acting as principle). However, there will be some elements of facility services which the client may wish to procure and instruct the Facility Management service provider to manage (acting as agent where the contract is between client and a supplier and/or service provider) If applicable, the scope of any agent related activity should be clearly defined as in clause 8.1.4.15. There may also be a need to be transitional in arrangements.

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### 6.4.4 Sub-contracting

The extent and control of sub-contracting and the type of facility services that are allowed or not allowed to be sub-contracted should be defined in the Facility Management agreement together with any specific conditions.

The Facility Management service provider should remain accountable for the sub-contracted facility services.

### 6.4.5 Allocation of management responsibility

The management responsibilities of stakeholders, affected by the Facility Management agreement, should be clearly defined.

The Facility Management agreement may include the redistribution of activities between the client and the Facility Management service provider as well as the transfer of assets and personnel.

Where the Facility Management service provider personnel are acting on behalf of the client, the level of autonomy and operational scope (policy, standards, conformance and escalation path) should be clearly defined and the legal implications fully considered.

### 6.4.6 Information responsibilities

Both parties should ensure that the responsibilities for designing, updating and reporting of management information are fully understood and articulated in the Facility Management agreement. Procedures should be prescribed for the production of reports and performance indicators to any or all stakeholders, especially if financial penalties or inducements may be paid. If necessary, parties may consider an independent audit of such reports and performance indicators.

#### 6.4.7 Communication

The two parties should ensure that all stakeholders affected by the Facility Management agreement are informed of the final agreement as well as any subsequent agreement modifications.

#### 6.4.8 Regulations

The Facility Management agreement shall follow the European, national and local legal and fiscal rules and should consider social issues where the agreement will apply.

In multinational Facility Management agreements, the client and Facility Management service provider should define the applicable legal framework for the Facility Management agreement and its parts.

#### 6.4.9 Client's standards

The Facility Management agreement should take account of the client's relevant organisation governance and standards.

#### 6.4.10 Preparation for ending the Facility Management agreement

Explicit attention should be paid to ending the Facility Management agreement in terms of remuneration, personnel and other matters.

### 6.5 Considerations for preparing the Facility Management agreement

#### 6.5.1 General

The Facility Management agreement should consider the principles outlined below as key considerations:

- flexibility (6.5.2); <https://standards.iteh.ai/catalog/standards/sist/20abb5e0-b31e-4a91-a1c3-915c8d779be2/sist-en-15221-2-2007>
- performance criteria (6.5.3);
- reporting and auditing procedures (6.5.4);
- continuous improvement, best practice and innovation (6.5.5);
- asset replacement and project activity (6.5.6).

#### 6.5.2 Flexibility

The degree of flexibility included in the Facility Management agreement should be a product of the duration, extent of change anticipated and the degree of cost certainty required by the client.

The more flexible the Facility Management agreement scope, the greater the need to carefully document change and cost management methodologies. Where it is anticipated that the scope of the change will impact all stakeholders, the method for handling the impact on profitability, mobilisation, redundancy and unrecoverable costs should be considered.

The Facility Management agreement should explain the methodology and approach through which unforeseen events and conflicts will be dealt with.

The Facility Management agreement should contain a procedure for amendments (additions, omissions, variations).