

# **Workplace Investigation & Training Services**



## **SERVICE LEVEL AGREEMENT**

### **Terms & Conditions**

Important Note: These terms and conditions, referred to within the signed SLA agreement, form part of the Service Level Agreement signed for each individual contract / piece of work

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## 1. Introduction

This Agreement sets out in specific and measurable terms the deliverables of services to be provided, problem resolution, delivery roles and responsibilities for the services and the duration and administration of the Agreement.

### 1.1. Purpose and Scope of Service Level Agreement

This Service Level Agreement (SLA) recognises the business relationship that exists between the **Mayor and Burgesses of the London Borough of Havering** and hereafter referred to as **‘the Service Provider’** and **‘the Client’**. Its purpose is to enhance this relationship by defining the levels of service required. Unless specified otherwise, all services documented in the Terms & Conditions and signed SLA are included.

The body of the SLA documents the terms and conditions of the agreed services. Any extended or additional services requested require negotiation and documentation in the appropriate Schedule.

### 1.2. The Parties

**The Service Provider of the services:**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** whose office is at Town Hall, Main Road, Romford, RM1 3BD (**“Service Provider”**);

and **The Client for services**

**as detailed in the signed SLA Agreement and contract specification document, hereinafter referred to as the “Parties”.**

## 2. Description of Services Provided

Services provided by the Service Provider to the Client under this SLA include both Monthly Contracted and Ad Hoc Services as defined below:

### Agreed Services

#### Relationship Management

- Between the Service Provider and the Client;

#### Contract Management

- Management and administration of the agreed contract.

### Additional Services

Any services not listed under the Agreed Services are out of scope of this SLA. If **the Client** requires any additional services then these services will be negotiated and agreed upon on an individual basis. If they are services required on an ongoing basis then they will be documented in the appropriate Schedule of this Agreement.

The remainder of this document details the level of Agreed Services to be provided.

### 2.1. Service Level Management

Delivery of the agreed services will be managed via **the Service Provider Officer's details as detailed in the signed SLA Agreement and contract specification document.**

Details of the agreed services, service level management process and related metrics are detailed in the signed SLA Agreement and contract specification document.

### 3. Term of Service Level Agreement

This SLA will be in place for the duration of the agreement as detailed in the signed SLA Agreement and contract specification document between the Parties.

#### 3.1. Service Level Agreement Review Process

Due to the nature of the SLA it is recognised by the Parties that the SLA should be reviewed regularly to ensure that the expectations of all Parties are being met. The effectiveness and accuracy of the SLA will be reviewed. In addition an assessment will be made as to the accuracy of specified services to ensure a true reflection of actual activities being undertaken.

The SLA may be reviewed at any time at the request of either party.

Circumstances that can lead to a review include:

- A significant change in the level of service required;
- Fundamental changes that affect the Provider's ability to deliver the stated services;
- Fundamental changes in the Client's business model.

Reviews will cover:

- Services being delivered and their appropriateness;
- Appropriateness of frequency measures;
- Roles and responsibilities of both Service Provider and Client;
- Assessment of services against Key Performance Indicators;

#### 3.2. Variations to the Service Level Agreement

The SLA needs to remain relevant to the business needs of the Client. Accordingly changes in processes and/or technology mean that the SLA needs some flexibility to keep pace with such changes. Therefore should this document require changing or updating prior to the specified review periods, initial negotiation of the required change should occur through notification and acceptance of either party to the agreement. Formal sign off on revised agreements will be between the Service Provider and the **Client** SLA representatives.

#### 3.3. Termination of the Service Level Agreement

Termination of this SLA will be in accordance with the terms of the agreement.

Parties will be responsible for developing a disengagement plan.

#### 3.4. Freedom of Information

3.4.1 The Parties are public authorities as defined within the FOIA and the EIR and therefore recognise that information relating to this SLA may be the subject of a Request for Information.

3.4.2 Each Party shall assist the other in complying with their obligations under the FOIA and the EIR, including but not limited to assistance without charge in gathering information to respond to a Request for Information.

3.4.3 Either Party shall be entitled to disclose any information relating to this SLA and the Services in response to a Request for Information, save that in respect of any Request for Information which is in whole or part a request for Exempt Information:

3.4.3.1 The Party which receives the Request for Information shall circulate the Request for Information and shall discuss it with the other Party;

3.4.3.2 The Party which receives the Request for Information shall in good faith consider any representations raised by the other Party when deciding whether to disclose Exempt Information save that the Party which receives the Request for Information shall retain the right to determine at their absolute discretion how to respond to the Request for Information; and

3.4.3.3 The Party that receives the Request for Information shall not disclose any Exempt Information beyond the disclosure required by FOIA and the EIR without the consent of the Party to which it relates.

3.4.4 The Parties acknowledge and agree that any decision made by a Party which receives a Request for Information as to whether to disclose information relating to this SLA pursuant to FOIA and the EIR is solely the decision of that Party.

3.4.5 An Party will not be liable by this SLA for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to a Request for Information.

### **3.5 Contracts (Right of Third Parties) Act 1999**

3.5.1 The Parties do not intend that any of the terms of this SLA will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

### **3.6 Entire Agreement**

3.6.1 This SLA and all documents referred to in it contains the whole agreement between the parties relating to the subject matter covered by them and supersedes and replaces all prior communications, representation, warranties undertakings and agreements, arrangements and understandings between the parties. Each Party acknowledges that it does not enter into this SLA in reliance on any warranty representation or undertaking other than those contained in this SLA.

## 4. Customer Relationship

The Authorised Representatives for the Parties:

- Servicer Service Provider– as detailed in the signed SLA Agreement and contract specification document
- The Client - as detailed in the signed SLA Agreement and contract specification document

### 4.1. Dispute Resolution

The parties to this SLA agree to work together in good faith to resolve any matter requiring their direction or resolution.

#### Problem Resolution

In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the Councils/Organisations shall seek settlement of that dispute by negotiation. The aggrieved Party shall notify the other in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other.

Should any dispute arise as to the interpretation of this agreement, or any other matter relating to the Service Provision, it shall first be considered by the Parties authorised representatives who, in the absence of an agreement, must refer it to the appropriate Directors or Chief Executive who will meet together to resolve the issue.

The appropriate Director or Chief Executive of each of the Councils/Organisation shall meet in person or communicate by telephone, to facilitate an agreement within five business days of a written notice by one to the other. If the dispute cannot be resolved within a further five business days, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either party may proceed as provided below.

In the event of a failure to resolve issues, the matter will be referred to the Legal Services within each Council/Organisation for joint resolution.

If the Party's Cabinet and/or Mayor are unable to resolve the matter within two months it, shall agree any further Dispute resolution procedure that it deems appropriate. This may include but is not limited to mediation via the Centre for Effective Dispute Resolution (**CEDR**).

### 4.2. Client Responsibilities

These include:

- Provide timely replies/responses to queries in resolving issues;
- Responsibility for all goods located on the client's site, whether in use or not, lies with the Client;
- Provide reasonable advance notice to the Service Provider for new work requests so they can be scheduled for the appropriate resource;
- Adhere to the Client's policies and procedures as detailed in the following documents:
  - Operational Guidelines;
  - This SLA.

- Conform to agreed Change Control procedures when planning for or implementing changes or requesting new work in relation to this SLA;
- Ensure that appropriate back-to-back service level agreements exist for 3rd party support contracts that have not been assigned to the Provider, but may impact service levels;
- Establishing appropriate disaster recovery and business contingency plans with the Provider.

### **4.3. Service Provider Responsibilities**

These include:

- Deliver contracted services to the agreed service levels;
- Adhere to the Client's policies and procedures as detailed in the following documents:
  - Operational Guidelines;
  - The SLA.

## 5. Service Delivery

- The Service Provider shall provide the Services to the Client, subject to the provisions of the SLA.
- At the commencement of the Services, the Service Provider shall submit to the Client a specification for the Services. The specification shall specify the Services to be undertaken, the time estimates for the provision of the Services and the fees payable (“Specification Document”).
- The Specification Document may be varied, or added to, from time to time, in writing and signed by both Parties. The changes shall be clearly identified, together with the additional or different level of fees to be paid by the Client.
- The Service Provider will ensure that all service delivery outputs are delivered in a timely, accurate and consistent manner. All outputs will be delivered in accordance with the specified service levels as outlined in the Appendices.
- The Client will deliver accurate and timely inputs to enable the Service Provider to deliver the services in the most effective manner possible.
- Parties will raise any issues in relation to provision of information or services so that these can be addressed promptly.

### 5.1. Quality Control

Any concerns regarding the quality of services should be escalated to the respective party’s SLA representative.

The quality of services delivered under the SLA will be monitored annually. Procedures are in place to ensure the stated services are maintained to meet agreed measures and targets. Any deficiencies identified between the agreed services and those delivered will be addressed immediately. Feedback on the services received will be monitored in the following ways:

- Discussions between the day-to-day contacts;
- Escalation discussions;
- Advice and suggestions from Client staff members.

### 5.2. Continuous Improvement

Whilst the SLA outlines levels of service the intent of the Service Provider is to provide a service subject to continuous improvement processes, incorporating feedback from both the Client and the relevant 3rd Party Suppliers. Parties will actively seek opportunities to enhance service delivery ensuring that the Client is always receiving optimum service.

### 5.3. Service Level Measurement

Appendix B of the SLA Agreement and contract specification document contains a list of the agreed measures and targets to be met in providing the stated services. Reporting is carried out as required.

## 5.4. Data Protection and Data Sharing

- 5.4.1 The Parties shall at all times comply with Data Protection Legislation, including maintaining a valid and up to date registration or notification under Data Protection Legislation, including but not limited to any data processing to be performed in connection with this SLA.
- 5.4.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Service Provider is the Data Processor. Schedule 1 sets out the scope, nature and purpose of processing by the Service Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 5.4.3 Without prejudice to the generality of clause 5.3.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Client for the duration and purposes of this SLA.
- 5.4.4 Without prejudice to the generality of clause 5.3.1, the Client shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this SLA:
- 5.4.5 process that Personal Data only on the written instructions of the Client (as set out in Schedule [1]), unless the Client is required by the laws of any member of the European Union or by the laws of the European Union (“**Applicable Laws**”) applicable to the Client to otherwise process the Personal Data. Where the Client is so required, it shall promptly notify the Client before processing the Personal Data, unless prohibited by the Applicable Laws;
- 5.4.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 5.4.7 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- 5.4.8 the Client has provided appropriate safeguards in relation to the transfer;
- 5.4.9 the Data Subject has enforceable rights and effective remedies;
- 5.4.10 the Client complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 5.4.11 the Client complies with the reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

- 5.4.12 notify the Client immediately if it receives:
- 5.4.13 a request from a Data Subject to have access to that person's Personal Data;
- 5.4.14 a request to rectify, block or erase any Personal Data;
- 5.4.15 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- 5.4.16 assist the Client in responding to any request from a Data Subject and in ensuring compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.4.17 notify the Client immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this SLA;
- 5.4.18 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination or expiry of the SLA unless required by the Applicable Laws to store the Personal Data;
- 5.4.19 The Client shall indemnify the Service Provider against any losses, damages, cost or expenses incurred by the Client arising from, or in connection with, any breach of the Client's obligations under this clause 5.3.]
- 5.4.20 Either party may, at any time on not less than [thirty (30) Business Days'] written notice to the other party, revise this clause 5.3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this SLA).
- 5.4.21 The provisions of this clause shall apply during the continuance of the SLA and indefinitely after its expiry or termination.

## **6. Pricing**

All costs associated for all agreed services will be in accordance with the Cost Schedule of the SLA.

### **6.1. Payment**

All payments for the agreed services will be managed in accordance with the SLA.

Payment of the Fee for the Services shall be made within 30 days of the date of invoice.

All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Client.

## 7. Definitions

For the purposes of the SLA, the terms applied in this document are defined as follows:

- **The Client** – as detailed in the signed SLA Agreement and contract specification document;
- **Operational Guidelines** – means the guidelines referred in the Specification document if applicable;
- **In-scope Services** – all services that are covered within the scope of the agreement, and specified in the attached Schedules;
- **Service Levels** – means the standards and measures for the services as agreed by all parties;
- **Schedule** – means the schedules identified and located as part of the agreement;
- **Normal Working Day (NWD)** – defined as any day of the week other than a Saturday, Sunday or public holiday in the locations where services are provided, between the specified support hours;
- **Public Holiday (PH)** – defined as a national or state public holiday;
- **Services** – means the services as listed in Appendix B;
- **Confidential Information** – Includes all information of a confidential nature regarding the previous, current or future business interests, operations or affairs of either party or any of its related corporations or of any person or entity with which either party may deal or be concerned.
- **Personal Data:** means Personal Data about apprentices of the Employer;
- **Data Controller:** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the Data Controller or the specific criteria for its nomination may be provided for by Union or Member State law;
- **Data Processing Particulars:** means the particulars set out in Appendix 1 to this agreement;
- **Data Processor:** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;
- **Data Protection Law:** means the European Union Data Protection Directive 95/46/EC, any national laws or regulations implementing that Directive, including the Data Protection Act 1998 (DPA); the General Data Protection Regulation EU 2016/679 (GDPR) (when applicable) and any national laws or regulations constituting a replacement or successor data protection regime to that governed by GDPR;
- **Data Subject:** means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- **Personal Data:** means any information relating to a Data Subject and includes Special Category Personal Data;
- **Processing:** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation,

use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

- **Special Category Personal Data:** Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; genetic or biometric data processed for the purpose of uniquely identifying a natural person; data concerning health or data concerning a natural person's sex life or sexual orientation;
- **Staff Personal Data:** Personal Data about the employees, consultants, agents and others engaged by one of the parties.
- **EIR:** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations.
- **FOIA:** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.

## **8. Warranties, liability and indemnities**

- 8.1 The Service Provider warrants that it will use reasonable care and skill in performing the Services.
- 8.2 If any part of the Services is performed negligently or in breach of the provisions of this SLA then, at the request of the Client, the Service Provider will re-perform the relevant part of the Service
- 8.3 The Client shall be liable for and shall indemnify the Service Provider against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, or any other financial loss insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of each of the relevant Party, its employees or agents).
- 8.4 Each of the Parties shall effect and maintain appropriate insurance policies with a reputable insurer in such sum as is deemed prudent for the purposes of this SLA, which must include Public Liability, Employers Liability and Professional Indemnity.
- 8.5 Each of the Parties acknowledges that, in entering into this SLA, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this SLA, and any conditions, warranties or other terms implied by statute or common law are excluded from this SLA to the fullest extent permitted by law. Nothing in this SLA excludes liability for fraud.