



MHR Standard Terms and Conditions and SLA's



By Appointment to
Her Majesty The Queen
Supplier of Payroll and HR Systems
MHR International UK Limited
Nottinghamshire

This Master Services Agreement (the “MSA”) is made by and between:

- 1) **MHR INTERNATIONAL UK LIMITED** (the “Company”) whose registered address is at Peterbridge House, The Lakes, Northamptonshire, NN4 7HB, the United Kingdom, registered company number 01852206; and
- 2) **The “Customer”** – whose details are provided on the relevant Order Document.

WHEREAS:

- (a) the Company is a leading provider of HR, Payroll, Finance and Analytics Software and Services; and
- (b) the Customer desires to procure certain Software and Services from the Company as further detailed in the Order Document; and
- (c) both parties hereby agree to do business on the terms and conditions set herein.

1. DEFINITIONS AND INTERPRETATION

1.1 This clause 1 sets out definitions and rules of interpretation for the Agreement.

1.2 Unless the context otherwise requires, the following expressions shall have the following meanings:

“Activity Report” means a document provided by the Company to the Customer that outlines, inter alia, the tasks undertaken and/or completed as part of a scheduled work assignment.

“Agreement” means the entire agreement between the parties, comprising of:

- (a) an Order Document;
- (b) this MSA;
- (c) the Service Level Agreement;
- (d) the Statement of Work; and
- (e) any annexures to them.

“Agreement Date” means the date specified on the relevant Order Document;

“Agreement Term” means the fixed term of the Agreement set out on the relevant Order Document;

“Agreement Year” means the 12 month period from the Agreement Date through to the anniversary thereof, and each subsequent 12 month period thereafter;

“Associated Company” means any holding company of the Customer and any subsidiary of the Customer, in each case carrying on business in the United Kingdom. The Customer may request an additional holding company and or subsidiary be incorporated into this Agreement and the Company shall consider such request in good faith and approve or reject (at the Company’s sole discretion) said request. The terms “holding company” and “subsidiary” shall have the meanings given to them by s.1159 Companies Act 2006;

“Authorised Representative” means, in the case of the Company, the officer specified in the Order Document, or such other officer as may be duly authorised to act on behalf of the Authorised

Representative. In the case of the Customer, Authorised Representative means the officer specified in the Order Document or such other officer who may hold themselves out as authorised to act on behalf of the Authorised Representative. For the avoidance of doubt, where any person employed by the Customer signs a Contract Document, the Company shall regard that person as authorised by the Authorised Representative to do so;

“Change Control Form” means the appropriate and relevant document as determined by the parties which is used to capture, inter alia, a change in the Statement of Work;

“Charges” means the charges payable in respect of, inter alia, particular Software and/or Services, as more particularly set out on the relevant Contract Document;

“Confidential Information” means all information shared by one party with the other including, but not limited to, its business, finances, customers, services, processes, Documentation and products communicated or received in any way whatsoever including, but not limited to, orally, in writing, electronically or obtained through observation. All such information which is designated as confidential or which is otherwise clearly confidential in nature constitutes “Confidential Information”;

“Contract Document” means any of the following: the MSA; a Service Level Agreement; a Statement of Work; a Change Control Form; an Order Document; or any annexures which the parties agree shall form part of this Agreement;

“Controller”, “processor”, “data subject”, “personal data”, and “processing” shall have the meanings given by the Data Protection Legislation in the context of which the term is being applied;

“Country of Use” means the country or countries specified in the relevant Order Document;

“Current Sub-Release” means the most recent mandatory Sub-Release, or a subsequent non-mandatory Sub-Release which the Customer has in fact implemented;

“Customer Host System” means a Host System provided or operated by the Customer, an Associated Company, Permitted Agent or a third party supplier of any of the foregoing;

“Customer Support Contact” means a member of the Customer’s personnel who is designated as such;

“Data” means the payroll, personnel, and associated data of the Customer and the Associated Companies;

“Data Incident” means (i) the unlawful or unauthorised processing of personal data; or (ii) the disclosure of or access to personal data in breach of this Agreement (including accidental disclosure of or access to the personal data); or (iii) the temporary or permanent loss or theft of any personal data; or (iv) any other security incident affecting the personal data (including a personal data breach as defined in the Data Protection Legislation) by the Company;

“Data Protection Legislation” means any applicable law relating to the processing and use of personal data as applicable to Customer, the Company and/or the Services, including:

(a) in the United Kingdom:

- i. the (UK) General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR) as amended by the Exit Regulations and the Data Protection Act 2018, and/or any corresponding or equivalent national laws or regulations (Revised UK DP Law) as amended from time to time.
- ii. The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the Exit Regulations) as applicable.
- iii. the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 2002/58/EC (ePrivacy Directive); and/or

(b) in member states of the European Union: the General Data Protection Regulations (Regulation (EU) 2016/679) (GDPR), the ePrivacy Directive, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and

(c) any judicial interpretation of any of the above;

“Data Subject Request” means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Legislation;

“Documentation” means any documentation or other materials made available by the Company to the Customer under the Agreement;

“Employee” means any person in respect of whom any personal or employment records are kept by the Customer (or an Associated Company or Permitted Agent) using the Software, including current or past employees (full or part time), whether deferred or in receipt of payment, but shall not be deemed to include Non-employee Records;

“Expenses” means the Company’s reasonable travelling, accommodation (where necessary) and subsistence expenses, incurred in providing any Services at the Customer’s Site. Any and all Expenses shall be charged separately and in accordance with the Company’s prevailing rates from time to time;

“Fix” means an amendment to the Product which is not classified as a Sub-Release;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

“Good Industry Practice”; means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged (in the United Kingdom) in activities of a similar scope and complexity to those that are subject

to the relevant Agreement and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all applicable law and regulatory requirements;

"Host System" means the computer system (including any hardware and software comprised within it) on which Software is installed;

"Implementation Project" has the meaning set out in clause 12.1;

"Implementation Services" means the services detailed as such in the relevant Order Document and or Statement of Work in connection with the installation and implementation of the Software;

"Initial Charge" means the charge so designated in an Order Document;

"Installation Address" means the premises specified in an Order Document where an item of Software is to be installed and operated;

"Intellectual Property Rights" means copyrights, rights in databases, patents, trademarks, business or trade names, domain names, registered designs, utility models, design rights, inventions, trade secrets, Confidential Information, know-how, get-up, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character anywhere in the world (whether or not the same are registered or capable of registration) and all applications and rights to apply for or for the protection of any of the foregoing;

"Interfaces" means, in relation to the Product, the interfaces (whether standard or bespoke) which operate between the Product and any other software application and which will be provided by the Company to the Customer, as such interfaces are listed in the relevant Order Document;

"Legislative Change" means an addition to or change in Government legislation (including Acts of Parliament and Statutory Instruments) in the United Kingdom and Ireland, but excluding (a) any additions or changes to any other form of regulation, any guidance or any scheme rules, and (b) additions or changes falling within clause 11.3;

"Licence" means a licence granted pursuant to clauses 3.1(a) and 10.1 of this Agreement to Use the Product, Documentation and any Software or Specification as detailed in an Order Document;

"Losses" means costs, expenses, liability, injuries, losses, damages, claims, demands and legal costs and judgments;

"Malfunction" means any failure of the Product to operate (in the Company's reasonable opinion) in accordance with the Product Documentation or, in the case of a bespoke Interface, with the Specification for that Interface;

"Managed Services" means the services detailed as such in an Order Document (including any Service Level Agreement referred to in it), including the bureau services, hosting services and outsourced HR services as the case may be;

"Non-employee Records" means any person in respect of whom any personal or employment records are kept by the Customer (or an Associated Company or Permitted Agent) who are not paid at all or paid

Infrequently (three times per year or less) and have limited or no access to the Software;

"Normal Working Hours" means between 09.00 and 17.30 on a Working Day;

"Order Document" means the document titled as such and executed by the parties setting out the details of, and terms applicable to the provision and receipt of, particular Software and/or Services;

"Permitted Agent" means an organisation which is authorised by the Company in its sole discretion to have Use of the Software and/or Services (such consent to add additional Permitted Agents throughout the Term not to be unreasonably withheld or delayed and may be subject to additional Initial and Quarterly Rental Charges) and which, for the avoidance of doubt, is not required to be a holding company or subsidiary of the Customer as defined by s.1159 Companies Act 2006 and which may be incorporated in, and/or carry out its business within, a country outside of the United Kingdom. Any such Permitted Agents shall be defined on the relevant Order Document as may be updated from time to time by written agreement of the parties;

"Product" means the Company software, with the Sub-Release number and incorporated modules, all as specified in the Order Document as being licensed to Customer (and including any Interfaces listed in the Order Document and any Sub-Releases or Fixes which the Customer has elected to adopt from time to time in accordance with the terms of the Agreement);

"Product Documentation" means, in relation to the Product, the operating manuals, user instructions and user guides for the Product;

"Product Support" means the services detailed as such on an Order Document;

"Professional Services" means the services detailed as such in an Order Document, including (inter alia) the Implementation Services, consultancy services and/or training services;

"Professional Services Charges" means the charges so designated in the relevant Order Document;

"Project Manager" means a Representative of a party designated to act as the project manager in respect of particular Professional Services;

"Purpose of Use" means the use for which the Company has licensed the Software and Product Documentation to the Customer as set out in the relevant Order Document;

"Quarterly Managed Services Charge" means any charge so designated in an Order Document (as such may be amended from time to time in accordance with the Agreement);

"Representative" means an officer, employee, sub-contractor or agent of the Company or the Customer or (in the case of the Company) any other person working under the direction of the Company;

"Service Desk" means the facility made available by the Company for the submission to it of Service Requests;

“Service Level Agreement” means the document titled as such and referred to in an Order Document which sets out additional detail regarding the respective obligations of the parties in relation to the Product and/or Services;

“Service Request” means any request by a Customer Support Contact for assistance in operating the Product, including the notification of a Malfunction;

“Services” means any services provided by the Company to the Customer under the Agreement;

“Site” means the Installation Address and any other premises of the Customer at which Services are to be provided;

“Software” means the Product, any Third Party Product or other software made available by the Company to the Customer under the Agreement;

“Specification” means the specification published by the Company from time to time, or developed or agreed by the parties under a particular Agreement, for a particular Software component or functionality, including but not limited to any design documents or User Guides;

“Stage Gate Acceptance Forms” shall be the form provided by the Company to the Customer for review and sign-off pursuant to the stage gate process as further detailed in the Statement of Work;

“Statement of Work” means the document which contains, inter alia, the scope of works to be completed as part of the Implementation Project;

“Sub-Processor” means any processor engaged by the Company (or by any other Sub-Processor) for carrying out any processing activities in respect of the personal data;

“Sub-Release” means, in relation to the Product, a partial re-issue of the Product by the Company from time to time in order to effect legislative upgrades and minor enhancements or corrections to that Product;

“Supervisory Authority” shall mean an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR. This could include, for example, the UK Information Commissioners Office;

“Term” means the period commencing on the Agreement Date and ending on the date of termination of the Agreement (however such termination is effected);

“Third Party Product” means the third party software (if any) specified in an Order Document;

“Third Party Product Maintenance Services” means any maintenance and support services in relation to the Third Party Product which are specified in an Order Document as being provided or procured by the Company;

“Third Party Provider” means the supplier of a particular Third Party Product or Third Party Product Maintenance Service;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any successor legislation;

"Use" means:

- (a) the loading, copying, transmitting, or storing of any Software or Documentation onto a Host System;
- (b) the processing or running of any Software or Documentation on a Host System; and
- (c) the reading and possession of Documentation in conjunction with the uses set out in (a) and (b) above.

"User Guides" means a summary of the features and functionality of the Product and/or particular releases of it, as such is made available and updated from time to time through the Company's customer service cloud;

"Working Day" means any day other than Saturdays, Sundays and English bank and other public holidays;

"Working Hours" means the hours estimated to complete the Professional Services as set out in the Order Document, all of which shall be charged and invoiced in accordance with the terms and conditions of the Agreement. All Working Hours (unless otherwise agreed between the parties) shall be performed within Normal Working Hours.

- 1.3 A reference to a statutory provision includes a reference to that provision as amended, consolidated or re-enacted (whether before or after the date of the Agreement).
- 1.4 Words importing one gender include all genders, words importing the singular include the plural, and (in each case) vice versa.
- 1.5 References to a "person" will be construed so as to include bodies corporate, unincorporated associations and partnerships.
- 1.6 Unless otherwise stated, references in a Contract Document to clauses and paragraphs are to clauses and paragraphs of that Contract Document.
- 1.7 If there is a conflict between any provisions in the Agreement, then (unless expressly stated to the contrary in such Contract Document) the following order of precedence shall apply: the variation section of the Order Document, the MSA, the Statement of Work, the Service Level Agreement, and the Order Document (including any annexures thereto).
- 1.8 Any headings are for ease of reference only and shall not affect the construction of any provisions of a Contract Document.
- 1.9 The words "include", "includes", "including" and "included" will be construed without limitation.
- 1.10 References to a "party" are to the Customer or Company (as applicable), and references to the "parties" are to both of them.

2. AGREEMENT OVERVIEW

- 2.1 Execution of an Order Document by both parties shall create a binding contract for the provision and Use of the Software and/or Services as outlined within such Order Document and in accordance with clauses 3.1 and 10 herein. Once executed by both parties, the Order Document shall form part of the Agreement and thus shall incorporate all of the terms contained in this MSA.
- 2.2 In the absence of an Order Document, the MSA on its own creates no obligation or right on behalf of either party, except where expressly stated otherwise.
- 2.3 The parties understand and expressly declare that neither party is agent for the other, nor does either party have any authority to make any contract, whether expressly or by implication, in the name of or otherwise binding the other party, without that party's prior written consent for express purposes connected with the performance of the Agreement.
- 2.4 The Customer acknowledges and accepts that the relevant Software and/or Services have not been developed to meet the Customer's individual requirements and it is therefore the responsibility of the Customer to ensure that the Software as described in the Documentation and the Contract Documents (including, inter alia, any Product modules) meet its requirements. By entering into this Agreement, the Customer signifies that it has conducted sufficient due diligence to satisfy itself that the Software meets its requirements.
- 2.5 The Company shall supply the Software and/or Services based upon an assessment made in good faith of the Customer's requirements as expressed in the information supplied by the Customer and which the Customer warrants is, as of the Agreement Date, true and accurate. The Company shall not be liable for any failure to provide or any defect in the relevant Software and/or Services to the extent that such failure or defect is caused by an omission, error, inaccuracy or ambiguity in the expression of the Customer's requirements or in the information provided by the Customer.
- 2.6 All Professional Services are to be performed within Normal Working Hours.

3. THE COMPANY'S OBLIGATIONS

- 3.1 In consideration of the payment by the Customer of the Charges in accordance with the terms of the Agreement and as specified in the Order Document, the Company:
 - (a) grants to the Customer a Licence to Use the Product, Documentation and any Software or Specification thereof in accordance with clause 10;
 - (b) shall provide the relevant Product Support throughout the Term;
 - (c) shall permit the Customer (or a third party authorised by it), to carry out audits and inspections of the Company on reasonable notice during Normal Working Hours. The Company may require a third party auditor to enter into a confidentiality agreement before permitting it to carry out an audit. The Company reserves the right to make a reasonable charge for the time of its personnel engaged in assisting with an audit or the completion of a Customer-provided audit questionnaire/report;

- (d) shall, at the request of the Customer, provide the Customer with a Company-standard Security and Assurance White Paper which shall provide an overview of, inter alia, the practices carried out by the Company; and
- (e) shall perform the Services as set out in the Order Document in accordance with any relevant Service Level Agreement.

4. THE CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall not, and shall ensure that its Associated Companies shall not (whether by act or omission):
- (a) interfere with the provision of the Services;
 - (b) knowingly or recklessly engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorised attack or use of any Host System;
 - (c) knowingly or recklessly introduce into or transmit through the Software or any Host System any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; or
 - (d) knowingly or recklessly store, distribute or transmit through any Host System any material which is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive, facilitates violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities. Notwithstanding the foregoing, this clause 4.1 (d) shall not serve to prevent the Customer from storing such material for the purpose of the Customer's internal HR records.
 - (e) use the Software for any purpose that infringes, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.
- 4.2 The Customer acknowledges that the provision of the Services under the Agreement is dependent on the Customer's co-operation, and timely provision of both accurate information and assistance. Failure of the Customer to fulfil any such obligations in whole or in part or, where appropriate, by the date specified in the Agreement for such fulfilment, and where such Customer failure causes the Company not to fulfil its obligations under the Agreement:
- (a) the Company shall not be liable for any such failure;
 - (b) any date or time period set out in the Agreement for the fulfilment by the Company of any of its obligations shall be extended by a period of time equal to any delay caused by such Customer failure; and
 - (c) where due to such failure additional resources are required in order to complete Services, further Charges may apply in accordance with section 13 (Change Control).

- 4.3 The Customer shall ensure the administration of the Software is carried out by a trained and competent individual employed by the Customer or that such administration is outsourced to the Company.

5. WARRANTY

- 5.1 Subject to the other provisions of the Agreement, the Company warrants that the Product and/or Services will be provided:
- (a) in accordance with Good Industry Practice; and
 - (b) in compliance with the requirements of any relevant laws.
- 5.2 The Company further warrants that:
- (a) its title to and property in the Product is free and unencumbered and that it has the right, power and authority to license the same on the terms outlined in the Agreement;
 - (b) upon completion of the Implementation Project, when properly used (as indicated in the Product Documentation or other Contract Document), the Product will operate in accordance with the Specification and Product Documentation; and
 - (c) the Product shall be protected by up-to-date anti-virus software.
- 5.3 Without prejudice to the Customer's other rights and/or remedies, if the Company breaches the warranties given in clauses 5.1 and/or 5.2, it shall at its option, and subject to 5.4 and 12.6 at its cost, and as applicable:
- (a) repeat performance of the part of the relevant Services, as appropriate, which are found not to conform to the warranty;
 - (b) refund an appropriate proportion of those Charges paid by the Customer which are attributable to the part of the Software and/or Services found not to conform to the warranty;
 - (c) provide Product Support to remedy the breach; or
 - (d) replace the Software or any part thereof found not to conform to the warranty.

The Customer shall not unreasonably withhold or delay approval of any Change Control Form or variation to this Agreement which is required in order for the Company to provide the applicable remedy in accordance with this clause 5.3.

- 5.4 The remedies in clause 5.3 are conditional upon:
- (a) the Customer giving written notice to the Company of any alleged breach of such warranty within 30 days of the date when the Customer discovers or ought reasonably to have discovered the alleged breach;
 - (b) the Customer affording the Company reasonable opportunity to investigate the breach; and



- (c) the Customer not having committed any breach of its obligations under the Agreement which has led or contributed to the breach of warranty concerned.

Where the Customer fails to adhere to clauses 5.4 (a) to (c), the Company may, at the request of the Customer, provide a remedy in accordance with 5.3. In such circumstances, where the Company provides a remedy, the Customer agrees to pay on demand any additional fees, expenses and costs associated with providing such remedy to the extent that the Company has incurred such as a result of the Customer's failure to adhere to clauses 5.4 (a) to (c).

- 5.5 Other than any express warranties set out in the Agreement, and save to the extent prohibited by law, any representation, statement, condition, term or warranty, express or implied, statutory or otherwise, as to any Software, Services or Documentation is hereby excluded.

6. LIMITATION OF LIABILITY

- 6.1 Nothing in a Contract Document excludes or limits the liability of either party for:

- (a) death or personal injury caused by that party's negligence; (b) fraud or fraudulent misrepresentation; or (c) payment of the Charges.
- (d) any liability which cannot be excluded or limited by applicable law.

- 6.2 The total aggregate liability of each party under all Contract Documents in respect of physical damage caused to the other party's tangible property as a result of the other party's acts or omissions shall not exceed £5,000,000 (five million pounds).

- 6.3 Subject to clause 6.1, the Company shall not under any circumstances have any liability for any loss or damage which may be suffered by the Customer (or any other person having the benefit of the Agreement) whether arising in respect of any breach of a Contract Document or any representation or tortious act or omission (including negligence and breach of statutory duty) or otherwise howsoever arising under or in connection with a Contract Document, and which falls within any of the following categories:

- (a) indirect or consequential loss or damage (irrespective of whether the Company was aware of the circumstances giving rise to such loss or damage);
- (b) loss of profits;
- (c) loss of revenue;
- (d) loss of anticipated savings;
- (e) loss of business opportunity;
- (f) loss of goodwill; or
- (g) fines or penalties imposed on the Customer by a Supervisory Authority.

Provided that this clause 6.3 shall not prevent claims for direct financial loss arising out of a breach of the Data Protection Legislation or any other claims for direct financial loss that are not excluded by clauses 6.3(a) to 6.3(g).

Notwithstanding the above, where the Customer receives a fine and/or penalty from the Supervisory Authority and it reasonably believes it has not breached Data Protection Legislation, but rather the fine and/or penalty is as a direct result of a breach of the Agreement or of the Data Protection Legislation by the Company, the Customer may seek to have the fine reallocated to the Company through the

Supervisory Authority's defined appeals process. For the avoidance of doubt, nothing in this Agreement seeks to limit the Company's liability for any fines and/or penalties which may be imposed upon it by the Supervisory Authority or relevant tribunal.

- 6.4 Subject always to clause 6.3 and 6.6 and other than the liability referred to in clauses 6.1, 6.2, the total aggregate liability of the Company under or in connection with the Agreement (whether arising in contract, tort (including negligence or breaches of statutory duty by the Company or its Representatives), under any indemnity or otherwise) in an Agreement Year shall not exceed an amount equal to 125% (one hundred and twenty five percent) of the total Charges paid or payable by the Customer under the relevant Agreement during such Agreement Year.
- 6.5 Each party shall at its own cost maintain in force throughout the Term, and not less than six (6) years thereafter, policies of insurance covering the respective liabilities which may be incurred by the other party arising out of the acts or omissions of that party and/or its Representatives in connection with the Agreement.
- 6.6 Subject always to clause 6.3, the total liability of the Company under or in connection with the Agreement in relation to any Third Party Products or Third Party Product Maintenance Services licensed, provided or made available under such Agreement (whether arising in contract, tort including negligence or breaches of statutory duty by the Company or its Representatives, under any indemnity or otherwise) shall not exceed a sum equal to:

- (a) the total amount (if any) actually recovered by the Company from the relevant Third Party Provider in respect of the matters giving rise to such liability;

divided by:

- (b) the total number of customers of the Company affected who use the relevant Third Party Products or Third Party Product Maintenance Services.

7. CHARGES

- 7.1 The Customer shall pay the Charges in accordance with the terms of the Agreement. The Services as detailed in the Statement of Work shall, subject to the Customer meeting their obligations as set out in the Agreement, be delivered by the Company at a fixed price. Any additional Software and or Services or the performance of any Change Control Request shall be delivered by the Company on a time and materials basis. The Company therefore gives no warranty, representation or guarantee that any additional Software and or Services can be installed, implemented and or maintained within any estimated number of Working Hours. Further, the Customer accepts and agrees that Services which fall outside of the scope of the Statement of Work will be chargeable at the Company's then prevailing rates on a time and materials basis.
- 7.2 All Charges are separate. Where any element of the Charges is disputed, the Customer shall not be entitled to withhold payment of any other elements of the Charges which are not the subject of that dispute.
- 7.3 All sums set out in the Agreement are net and exclusive of any taxes, duties or other additional sums associated with Expenses, Value Added Tax, or any other taxes and/or levies imposed by law that relate to the provision of the Product and/or Services which shall in each case be payable by the Customer.

- 7.4 Following the first anniversary of the Agreement Date, the Company shall be entitled to increase any Charges payable under the Agreement (a "Charge Adjustment") by an amount reasonably determined by the Company. The Customer shall receive no less than ninety [90] days prior written notice of the Charge Adjustment to be imposed in accordance with this clause 7.4.
- 7.5 Save for the Initial Charges (which shall be payable within seven [7] days post full execution of the Order Document) all other Charges shall be due and payable by the Customer within thirty [30] days of receipt of the Company's invoice and by Direct Debit. Where a payment is cancelled by the Customer or is declined by the Customer's bank, the Customer acknowledges that an administrative charge may be applied to replace or reinstate the Direct Debit mandate.
- 7.6 If any sum due from the Customer to the Company is not paid by the Customer by the due date for it and is not subject to a bona fide dispute in accordance with clause 7.2 then the Company may choose (without prejudice to its other rights and remedies) to:
- (a) charge interest on the outstanding sum until payment at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998, in which case the Customer shall pay such interest on demand; and
 - (b) recover from the Customer (as a debt) any reasonably incurred legal fees associated with the Company seeking the Customer's payment of the Charges.
- 7.7 Where the Customer procures additional training and or consultancy Services, and such Services are expressed on the Order Document as on Site, the Customer shall be charged for a minimum of six [6] Working Hours.
- 7.8 Save for where termination is solely due to the material breach of the Company, no refund of Charges shall be due to the Customer for the Company exercising its rights of suspension of the Product and/or Services, or either party exercising their rights of termination.

8. TERM, TERMINATION & SUSPENSION

- 8.1 The Agreement shall commence on the Agreement Date and shall terminate upon the earlier of:
- (a) expiry of the Agreement Term; or
 - (b) early termination of the Agreement in accordance with the terms herein.
- 8.2 The Agreement may be terminated immediately:
- (a) by either party if the other party commits a material breach of the Agreement which (in the case of a breach capable of being remedied) has not been remedied within fifteen [15] Working Days of a written notice from the party not in default requiring the other party to remedy that breach;
 - (b) by the Company if an undisputed amount due under that or any other Agreement is overdue and is not paid within fifteen [15] Working Days of the Company giving written notice to the Customer setting out details of the amount and stating that it is overdue;

- (c) by either party if any of the following events (or any event analogous to any of the following, in a jurisdiction other than England and Wales) occurs in respect of the other party:
 - (i) a proposal is made for a voluntary arrangement or for any other composition, scheme, or arrangement with, or assignment for the benefit of, its creditors;
 - (ii) a shareholders' meeting is convened, or a resolution is passed for its winding up (except for a bona fide reconstruction or amalgamation);
 - (iii) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditor's meeting is convened pursuant to s.98 Insolvency Act 1986;
 - (iv) a receiver, manager or administrative receiver is appointed over any or all of its undertaking or assets;
 - (v) an administrator is appointed, or an application is made for such an appointment or the making of an administration order;
 - (vi) it becomes insolvent within the meaning of s.123 Insolvency Act 1986;
 - (vii) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - (viii) a party issues a section 114 notice pursuant to the Local Government Finance Act 1988.
- (d) by the Company if the Customer breaches clauses 4.1 (b) to (d), 10.8 and/or 10.9.

8.3 Upon termination of the Agreement:

- (a) any Licence granted under the Agreement shall terminate;
- (b) the Company shall fulfil its obligations pursuant to clause 16.16;
- (c) both parties shall fulfil its obligations pursuant to clause 15.7; and
- (d) where applicable, the Customer shall, at the Company's option, either:
 - (i) expeditiously return (or procure the return) to the Company any Product (and all copies thereof) in the Customer's or an Associated Company's or Permitted Agent's possession or control; or
 - (ii) irretrievably erase the Product from all Customer Host Systems and certify in writing to the Company (in such form as the Company may reasonably require) that the Product has been erased.

- 8.4 Clauses 2 (Agreement Overview), 6 (Limitation of Liability), 7 (Charges), 8 (Term, Termination & Suspension), 9 (Intellectual Property Rights), 15 (Confidentiality), 16 (Data Protection), 17 (Personnel), 18 (Compliance with Contract Documents), 21 (Waiver), 22 (Severability), 23 (Assignment and Third Party Rights), 25 (General, Notices and Communications) and 26 (Law and Dispute Resolution), shall all survive the termination of the Agreement and termination (howsoever arising) shall be without prejudice to the rights of the parties accrued up to such date.
- 8.5 The Company may (acting reasonably) suspend access to the Product and/or provision of the Services and/or Product Support (as applicable):
- (a) by giving 7 days' prior written notice to the Customer if any sum due from the Customer to the Company is not paid by the Customer by the due date for it and is not subject to a bona fide dispute in accordance with clause 7.2;
 - (b) if Customer's use of the Product disrupts or poses a security risk to the Company's systems;
 - (c) if Customer is using (or the Company has reasonable grounds to believe that the Customer is using) the Product for fraudulent or illegal activities; and/or
 - (d) if Customer's use of the Product and/or the Company's continued provision of the Services is prohibited by applicable law, or the Company has been instructed or advised by a UK governmental body or authority to suspend the provisions of the Product or Services to the Customer.
- 8.6 Where the Company has issued a suspension in accordance with clause 8.5, the Company reserves the right to, where access to and use of the Product, Service and/or Product Support (as applicable) is reinstated, apply a charge (a "Reconnection Charge").

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in any Software, Services, Specification and Documentation belong and shall belong to the Company or its licensors, and the Customer shall have no rights in or to them other than the right to Use them in accordance with the terms of the Agreement.
- 9.2 The Customer hereby grants to the Company, for the Term, a non-exclusive, royalty-free licence to use, operate, copy, and modify the Customer's Intellectual Property Rights for the purpose only of performing the Company's obligations under the Agreement.
- 9.3 Subject to clauses 9.4 to 9.8, the Company will indemnify the Customer from and against all Losses sustained or incurred by the Customer as a result of any claim made by a third party that the Use of the Product and/or Documentation provided by the Company under the Agreement, or the provision of any Services by the Company under the Agreement, infringes a third party's Intellectual Property Rights (an "IPR Claim").
- 9.4 The indemnity in clause 9.3 shall not apply in respect of an IPR Claim where the Customer's acts or omissions as outlined in this clause 9.4 (a) through to (e) prevent the Company from being able to exercise any of its options outlined in clause 9.7:

- (a) the IPR Claim is due to the Customer using the Product and/or Documentation other than in accordance with the terms of the Agreement;
- (b) the Customer is in material breach of the Agreement;
- (c) the Customer has failed to notify the Company in writing of the IPR Claim within 15 Working Days of first knowing or being aware of it;
- (d) the Customer has made an admission of liability in respect of the IPR Claim without the prior written consent of the Company; or
- (e) the Customer has prevented the Company (at the Company's expense) from conducting any litigation and negotiations for settlement of the IPR Claim.

9.5 If the Customer's acts or omissions result in the Company being unable to exercise any of its rights pursuant to clause 9.7 then the Customer shall fully indemnify and hold the Company harmless from and against all Losses sustained or incurred by the Company which might have been avoided but for such act or omission.

9.6 The Company shall defend or make settlement of any IPR Claims at its own discretion and cost and the Customer shall give such assistance as the Company may reasonably require (such reasonable costs to be borne by the Company) to defend or settle any such IPR Claims.

9.7 In relation to any actual or threatened IPR Claim, the Company may at its sole option and expense:

- (a) procure for the Customer the right to continue using the affected part of the Product and Documentation;
- (b) modify or amend the Product and Documentation provided that any such modification or amendment does not (in the Company's reasonable opinion) materially adversely affect the capability and functionality of the Product and/or the Documentation; or
- (c) replace the Product and Documentation (in whole or part) with other software of substantially similar capacity, capability and functionality or equivalent documentation, in which case (where practicable) the Customer shall immediately return to the Company the replaced parts of the Product and/or Documentation and all copies of them or, if so requested by the Company, shall irretrievably erase them from all Customer Host Systems and certify in writing to the Company (in such form as the Company may reasonably require) that they have been so destroyed and erased

Save for any Losses which may be recoverable under the indemnity provide under clause 9.3, the remedies outlined in this clause 9.7 are the Customer's sole and exclusive remedies in relation to an IPR Claim.

9.8 The Company will give the Customer advance notification of the option it intends to pursue under clause 9.7. Following performance by the Company of any of the above options, the Company shall not be liable

in respect of any continuing Use by the Customer of the infringing part of the Product and/or Documentation.

10. LICENCE RESTRICTIONS

- 10.1 Without prejudice to the rights and restrictions set herein, any Licence granted under this Agreement permits the Customer to Use the Product, Product Documentation and any Software or Specification for processing the Data solely for its own internal business purposes in the Country of Use and for no other purposes whatsoever (but this does not prohibit remote access to the Product from outside the Country of Use). Without limitation, the Customer shall not permit the Use, implementation, configuration or support of the Product or Product Documentation by any third party, agent or subcontractor, nor shall it use the Product or Product Documentation on behalf of or for the benefit of any third party in any way whatsoever, including for the purpose of operating a bureau, rental or facilities management service. Breach of this clause 10.1 shall void the warranties (and remedies thereto) set out in clause 5.
- 10.2 The Licence referred to in clause 10.1 shall commence from the Agreement Date and shall terminate in accordance with the provisions of clause 8.
- 10.3 The Customer may Use the Product to provide payroll and HR services to an Associated Company and/or Permitted Agent for its own internal business purposes and may also permit the Use of the Product by an Associated Company and/or Permitted Agent in connection with those services (subject always to clause 10.6). Such Use by an Associated Company and/or Permitted Agent shall at no time create a direct contractual relationship between the Company and the Customer's Associated Company and/or Permitted Agent, and any requests or communications must in all cases come directly through the Customer.
- 10.4 The Product may contain modules in addition to those indicated in the Order Document as being licensed to the Customer. These additional modules are not covered by the Licence granted under or pursuant to the Agreement. The Customer shall not access, copy, or otherwise use these additional modules.
- 10.5 The Licence of the Product is limited to its Use in storing and/or processing Data in relation to the number of Employees and/or Non-employee Records stated in the relevant Order Document (the "Employee Maximum"). The Customer shall promptly notify the Company in the event an increase in the Employee Maximum is sought. Such change shall be recorded on the relevant Contract Document. The Customer acknowledges that the commercial offering is based on, inter alia, the Employee Maximum. The Company may at its discretion conduct an annual audit of the Customer's Use of the system and carry out a true-up process.
- 10.6 Where the Customer exceeds the Employee Maximum and fails to notify the Company of the increase in accordance with clause 10.5, then (without prejudice to the Company's other rights and/or remedies) the Company shall be entitled to charge the Customer for the period commencing from the date that the Employee Maximum was exceeded to the date of notification by the Customer or the date the Company discovers that the Employee Maximum has been exceeded (as applicable). The Company shall be entitled to charge the Customer in accordance with this clause 10.6 at the Company's prevailing rate applicable at the time of notification or discovery.
- 10.7 The Customer shall keep exclusive possession of and control over all copies of the Product (including any Product Documentation) delivered to it or made by it and shall effect and maintain adequate security

measures to safeguard them from access or use by any unauthorised person. The Customer's Representatives shall not share passwords which are assigned to individual users of the Software. Each user shall keep their password and log in credentials confidential to themselves.

- 10.8 Except as expressly permitted by any applicable legislation, the Customer may not reverse engineer, reverse compile, disassemble, adapt, modify, or correct any errors in the Product or any part of it.
- 10.9 The Customer shall not (whether itself or through any Associated Company, Permitted Agent, agent or third party):
- (a) copy, sell, transfer, lease, license, sublicense or otherwise deal (in whole or in part) with:
 - (i) the Software, Product Documentation, or the Specification;
 - (ii) any variations, modifications, copies, releases, versions, or enhancements thereof; or
 - (iii) any supporting software.
 - (b) have any supporting or other software or program written or developed for it based on any Confidential Information supplied to it by the Company or its Representatives.
- 10.10 Failure of the Customer to adhere to the provisions contained within this section 10 may constitute a breach of section 9 (intellectual property) and/or section 15 (confidentiality).
- 10.11 This section 10 shall not operate to preclude the use by the Customer of independent individual contractors, who are not direct employees of the Customer, to perform project management and business analysis roles as part of the project of implementing the Product, provided that those contractors:
- (a) first sign a confidentiality agreement with the Company in the Company's standard form; and
 - (b) only Use the Product or the Product Documentation for the purposes of the Customer's project management and/or business analysis.
- 10.12 Where the Customer intends to use an independent contractor, the Customer shall notify the Company in writing. Upon such notification, if the Company (acting reasonably) determines that the contractor is a competitor of the Company, the Company may reject the Customer's use of the contractor and the Customer hereby agrees not to use the rejected contractor in any capacity which relates to the Company's Product and/or Services.
- 10.13 Where the Customer engages an independent contractor in contravention clause 10.12 for the purposes of, inter alia, providing implementation services, consultancy services, and/or training services in relation to the Product and/or Services the Company reserves the right, without prejudice to the Company's other rights and/or remedies, to apply a charge equal to that which would have been payable by the Customer had such services been provided by the Company. The Customer accepts and agrees that such charges represent a genuine pre-estimate of loss which shall be payable to the Company, upon demand.

- 10.14 The Customer shall indemnify the Company from and against any Losses incurred in the event that the Customer breaches the licensing terms as set out in clauses 10.1, 10.7 and 10.9.

11. PRODUCT MAINTENANCE

- 11.1 The Company shall be responsible for installing Sub-Releases and Fixes in accordance with this MSA and the Service Level Agreement.
- 11.2 The Company shall amend, replace or add to the Product as may be required to give effect to Legislative Changes and shall make reasonable endeavours to make such amendment from the date when the Legislative Change takes effect, but not further or otherwise.
- 11.3 In providing Product Support, the Company shall not be obliged to take account of any additions or changes to local or national collective bargaining or similar arrangements whether statutory or otherwise or to any extra-statutory concessions, arrangements or scheme rules which are industry-specific or sector-specific and not applicable to employees in general in a particular jurisdiction. The Company may make a separate annual charge for changes to the "Regulatory Returns" module, if included.
- 11.4 The Customer shall:
- (a) notify each Software fault through the Company as it arises, and supply the Company upon request with a documented example of such fault;
 - (b) co-operate fully with the Company in diagnosing any Software fault;
 - (c) not request, permit, or authorise anyone other than the Company or the Company's Representatives to provide any support or maintenance services in respect of the Product;
- 11.5 The Company shall not be obliged to provide support for any part of the Product which has been installed or implemented by a third party without the prior written consent of the Company, nor shall the Customer be entitled to rely on any of the warranties or remedies set forth herein.

12. PROJECT IMPLEMENTATION & PROFESSIONAL SERVICES

- 12.1 The parties shall work together (both acting reasonably and in good faith) to ensure the successful installation and implementation of the Software for live use (the "Implementation Project") in accordance with the Agreement which includes, but is not limited to, the Statement of Work. Where Professional Services are procured by the Customer on an Order Document (and such Professional Services are described as being provided on a time and materials basis), the Customer agrees to co-operate with the Company to ensure that the Professional Services can be carried out within a reasonable time period. Where the Customer decides not to implement a particular module or modules it agrees to pay the Professional Services Charges associated with those modules no later than 12 months from the Agreement Date stated on the relevant Order Document to ensure the Company is not unfairly disadvantaged.
- 12.2 The Company's project manager and the Customer's project manager will work together to manage the

Implementation Project in accordance with the Statement of Work. This will include the scheduling of Professional Services for each party's Representatives to deliver the Implementation Project, which will be subject to approval by the Customer's Project Manager (not to be unreasonably withheld or delayed).

12.3 Charges for cancellation or postponements by the Customer of any Professional Services shall be made pursuant to the following calculations. If the Customer cancels or postpones;

- (a) more than 15 Working Days equals no charge;
- (b) fewer than 15 clear Working Days equals 50% of the relevant Charges; or
- (c) fewer than 5 clear Working Days equals 100% of the relevant Charges.

In each case the calculation is made from the scheduled date of such Professional Services. The Customer accepts and agrees that the fees outlined above represent a genuine pre-estimate of loss which shall be payable to the Company, upon demand.

12.4 The Customer's Project Manager will be responsible for managing the Customer's contribution to the Implementation Project. The Customer shall at no cost to the Company:

- (a) provide all the Company's Representatives when at the Customer's Site with such facilities, equipment and media as may be reasonably necessary for the provision of the Professional Services;
- (b) provide appropriately qualified and experienced staff in sufficient numbers to fulfil the Customer's tasks as part of the Implementation Project;
- (c) ensure that its staff co-operate fully with the Company's Representatives;
- (d) promptly provide the Company's Project Manager and the Company's Representatives with such information and documents as they may reasonably request, including making decisions on the Implementation Project without undue delay; and
- (e) ensure that Stage Gate Acceptance Forms are signed off without undue delay.

12.5 Once the Company has completed its performance of any Professional Services the Customer shall (if it so requires) have a period of ten [10] Working Days (an "Acceptance Period") to review and sign-off any Activity Report provided by the Company.

12.6 If the Customer does not raise any objections, issues, or concerns in respect of the performance of the Professional Services during the Acceptance Period, the Customer will:

- (a) be deemed to be satisfied with and otherwise to have accepted such Professional Services; and
- (b) not be entitled to raise them subsequently (or to claim any breach of warranty under clause 5 or otherwise). For the avoidance of doubt, this clause is not intended to prevent the Customer from accessing remedies available under Product Support.

Notwithstanding the foregoing, the Company may, at the request of the Customer, provide a remedy as detailed in clause 5.3 where the Customer has not raised the relevant objections, issues or concerns within the Acceptance Period. In such circumstances, where the Company provides a remedy, the Customer agrees to pay on demand any additional fees, expenses and costs associated with providing such remedy to the extent that the Company has incurred such.

13. CHANGE CONTROL

- 13.1 During the Implementation Project, either party shall be entitled to request a change to the Services by notifying the other party of such change (a "Change Control Request"). Performance of any Change Control Request may be subject to additional Charges, including (where applicable), an administration charge.
- 13.2 The Change Control Request shall be considered carefully and in good faith. Where the parties agree a particular change, they shall execute a Change Control Form formally recording the terms and details of the change. Until such Change Control Form is validly executed by both parties, the parties' obligations shall remain as set out in the then current versions of the applicable Contract Document.
- 13.3 The details of Product Support and the provisions thereof may be amended at any time by the Company upon ninety [90] days' written notice by the Company to the Customer, provided that such amendment does not materially reduce the level of Product Support provided.
- 13.4 The Customer accepts and agrees that the Services associated with the Implementation Project shall be restricted to those contained within the Statement of Work, or other subsequently agreed Contract Document. Services which are out of scope will be managed in accordance with this section 13 and may be chargeable.

14. THIRD PARTY PRODUCT TERMS

- 14.1 The Customer accepts that Third Party Products are licensed in accordance with the Agreement and the relevant third party terms and conditions as found online by the relevant Third Party Provider.
- 14.2 The licence of the Third Party Product shall commence on delivery of the Third Party Product and shall continue until it terminates in accordance with the Agreement.
- 14.3 The Company licences the Third Party Products to the Customer only for Use in conjunction with the Product licensed by the Company. The Customer shall:
- (a) only Use the Third Party Products in conjunction with such Product; and
 - (b) in its Use of the Third Party Products, comply with any obligations and restrictions applicable to such Product under the Agreement as if such obligations and restrictions also referred to such Third Party Products.
- 14.4 To the extent it is able to do so, the Company shall pass on to the Customer the benefit of any warranty given by the relevant Third Party Provider in relation to the Third Party Product and Third Party Product Maintenance Services.

- 14.5 The Company shall be entitled to pass on to the Customer by way of an increase in the Third Party Product licence charge or Third Party Product maintenance charge any price or cost increases imposed on the Company by a Third Party Provider. The Company shall provide the Customer with notice in writing of any such increase.
- 14.6 The provision of maintenance and support services by the Company for any Third Party Product is limited to that described in the Order Document and in this clause 14.
- 14.7 Queries and requests for support and maintenance relating to a Third Party Product may where the Company is unable to resolve the issue, be referred to the relevant Third Party Provider. The Company shall keep the matter open until such time as a resolution has been found or the parties agree, acting reasonably and in good faith, that no resolution can be found.
- 14.8 The Customer will indemnify the Company from and against any Losses (including claims from any Third Party Provider) suffered or incurred by the Company in connection with any failure by the Customer to comply with the terms and conditions referred to in clause 14.1.

15. CONFIDENTIALITY

- 15.1 Each party may receive from the other party Confidential Information of the other party and neither party shall use, copy, or disclose any Confidential Information to any third party without the other party's prior written consent.
- 15.2 Nothing in clause 15.1 shall prevent either party from disclosing Confidential Information to such of its Representatives that require access to the Confidential Information in the performance of that party's obligations, provided that such Representatives are contractually bound not to disclose the same. Notwithstanding the foregoing, where the Customer wishes to disclose any of the Company's Confidential Information to a Customer sub-contractor or agent, the Customer shall first notify the Company in writing. Where the Company (acting reasonably) considers such sub-contractor or agent to be a competitor of the Company, the Company may reject the disclosure of such Confidential Information and the Customer hereby agrees not to disclose such Confidential Information.
- 15.3 Without prejudice to clause 15.1, the Software, Services, Documentation, Specification and any information, data, specifications, source or object codes which the Company may from time to time impart to the Customer or its Associated Companies are proprietary and confidential to the Company (or its suppliers or licensors), and the Customer shall keep them confidential in accordance with clause 15.1.
- 15.4 Each party shall indemnify the other from and against any Losses suffered or incurred by the other as a result of a breach by the first party of its obligations under this clause 15.
- 15.5 The restrictions in clause 15.1 and 15.3 shall not apply to:
 - (a) items which were already in the possession of the party concerned before disclosure (except as a result of a breach of a Contract Document or any other agreement);
 - (b) items obtained from another source which is free to disclose the same;

- (c) items which are in the public domain (except as a result of a breach of any Contract Document or any other agreement);
- (d) the compiling and copying of elements of the Data (which do not, taken together, comprise personal data or allow for the Customer or its employees to be identified) by the Company for the purposes of collating aggregated data or statistics for research purposes; or
- (e) information disclosed in accordance with clause 15.6.

15.6 The following provisions shall apply where the Customer is subject to the provisions of the Freedom of Information Act 2000 ("FOIA"):

- (a) the Company shall provide reasonable assistance to enable the Customer to comply with any request received under the FOIA;
- (b) in the event that any request made under the FOIA relates to the Company, the Product, the Charges, or any other matter which falls under the auspices of the Agreement, the Customer shall consult with the Company prior to disclosure;
- (c) if the Company objects to the disclosure of any information falling within the scope of clause 15.6(b), it shall notify the Customer of its objection within three Working Days of being consulted under clause 15.6(b) setting out in reasonable detail why the Customer should not provide the information requested; and
- (d) in relation to all other information the Customer shall have the discretion to determine the question of disclosure having consulted with the Company in accordance with clause 15.6(c).

15.7 Upon termination of the Agreement, both parties shall, at the request of the other, either return, destroy or delete the other party's Confidential Information and supply written evidence of the same.

16. DATA PROTECTION

16.1 With respect to the parties' rights and obligations under the Agreement, the parties acknowledge that, for the purposes of the Data Protection Legislation, the Company is the processor and the Customer is the controller in respect of any personal data processed by the Company pursuant to the Agreement. The Order Document sets out the scope, nature, and purpose of processing by the Company, the duration of the processing and the types of personal data and categories of data subject.

16.2 Each party shall comply with all applicable requirements of the Data Protection Legislation in respect of personal data. This clause 16 is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.

16.3 Without limiting the generality of the foregoing, the Company shall:

- (a) Process the personal data only on behalf of the Customer, only for the purposes of performing the Agreement and only in accordance with the Customer's documented data controller instructions from time to time, unless required to do so by the law, in which case it will inform the Customer of that legal requirement before processing, subject to any legal requirement prohibiting such

notification. The Customer's documented instructions include any tasks attributed to the Company in a Service Level Agreement;

- (b) Only transfer personal data to a third country or international organisation, on the instruction of the data controller (Customer) or with the data controller's authorisation;
- (c) Ensure that only personnel that are authorised by the Company to have access to personal data, have been properly trained and appropriately vetted and have committed themselves to confidentiality in respect of the personal data and are made aware of the Company's obligations hereunder;
- (d) Taking into account the nature of the processing implement and take such measures in relation to the security, confidentiality, availability, and integrity of the personal data as are required of it by the Data Protection Legislation and this Agreement;
- (e) Observe and comply with the requirements of the Data Protection Legislation with regard to the engagement of, and responsibility for, sub-processors;
- (f) Taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests by data subjects to exercise their rights under the Data Protection Legislation (including the right to transparency and information, the data subject access right, the right to rectification and erasure, the right to the restriction of processing, the right to data portability and the right to object to processing). Where notification of the exercise of such rights is given to the Company, the Company shall notify the Customer without undue delay, but in any case, within 5 days of the request;
- (g) Taking into account the nature of the processing and the information available to the Company, assist the Customer in carrying out its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators. Any such assistance required from the Company (by the Customer) in relation to a breach of Data Protection Legislation by the Customer, shall be chargeable by the Company at the then prevailing rates;
- (h) Make available to the Customer information that demonstrates its compliance with appropriate Data Protection Legislation and this clause 16, in relation to its obligations as a processor;
- (i) Notify the Customer without undue delay but in any event within 48 hours, after becoming aware of a Data Incident.

16.4 If the Company notifies the Customer that, in its opinion, an instruction infringes any applicable Data Protection Legislation, or is of the opinion that an instruction to process personal data is for purposes other than the performance of the relevant Agreement, it will consult with the Customer as soon as reasonably possible. If the Company, after consultation is of the same opinion, it will not be obliged to follow that instruction.

16.5 The Company acknowledges that the personal data belongs to the Customer.

- 16.6 The engagement of any sub-processor named in the Order Document or other Contract Document for the purposes stated therein is authorised by the Customer and such shall be a general written authorisation for the purposes of the Data Protection Legislation in relation to the purpose for which the sub-processor is engaged.
- 16.7 Where a sub-processor ceases to trade, becomes insolvent or is in breach of the Data Protection Legislation, the Company may change that sub-processor without reference to the Customer provided that:
- (a) it notifies the Customer as soon as practicable and in any event prior to the processing being undertaken;
 - (b) the replacement sub-processor is reputable and of such size and standing as to be able to fulfil its obligations to the Company without difficulty; and
 - (c) where requested by the Customer the Company shall provide a summary of the findings of due diligence undertaken in respect of the replacement sub-processor.
- 16.8 If the Customer objects to the change pursuant to clause 16.7 it may terminate the relevant Agreement (or where practicable, that part of it dealing with the relevant services) on the provision of 6 months' notice and (unless it can show that the objection was objectively reasonable in the circumstances) subject to the payment, prior to the expiry of that notice, of all outstanding charges for the balance of the Agreement Term.
- 16.9 Provided that the Company only undertakes the following activities on an aggregated basis using anonymised data which cannot be linked back to the Customer or any individual, nothing in this clause 16 shall restrict or prevent the Company from recording, retaining and using for monitoring, Product improvement, user-experience improvement, statistical analysis or marketing purposes:
- (a) any information derived from the Customer or its Representatives access to and use of any Software or Services; or
 - (b) any information or data stored or processed using the Software or Services.
- 16.10 Subject to clause 3.1 (c) the Company shall permit the Customer (or a third party authorised by it), to carry out data protection audits and inspections of the Company.
- 16.11 Without limiting the generality of the foregoing, the Customer shall:
- (a) ensure that it, and its Associated Companies, comply with the Data Protection Legislation and all applicable codes of practice in respect of the personal data from time to time, including in its role as a controller and in supplying or making available to the Company any personal data for Processing by the Company in performance of its obligations under the Agreement; and
 - (b) not instruct the Company to process personal data for purposes other than the performance of the Agreement.
- 16.12 The Customer warrants to the Company that:
- (a) it has all necessary appropriate legal basis and notices in place to enable the lawful transfer of personal data to the Company for the duration and purposes of the Agreement.

- (b) all personal data provided to the Company pursuant to the Agreement will be, to the best of its knowledge, accurate and complete in all material respects, and that the Customer is entitled to provide the same to the Company without recourse to any third party; and
- (c) the personal data does not and shall not, so far as it is aware, infringe the rights of any third party.

16.13 The Customer acknowledges that the Company is reliant on the Customer for direction as to the extent that the Company is entitled to use and process personal data and that such direction will be set out in the Order Document.

16.14 If either party breaches its obligations under this clause 16 or the Data Protection Legislation it shall indemnify the other from and against any resulting Losses.

16.15 Where it is determined that both the Company and the Customer are involved in the same processing of the data and are jointly and severally liable under Article 82 paragraphs 2 and 3 for damage caused by the processing; no settlement in relation to that damage shall be made without first consulting the other party.

16.16 Upon expiry of the Agreement Term (or early termination however so arising) of the Agreement the Customer shall, within 5 working days of receipt of a request from the Company, provide written instruction to the Company in respect of the return and/or deletion of the data that has been processed under the Agreement. Upon receipt of such instruction the Company shall promptly comply and either:

- (a) provide a copy of the Customer's data as an Oracle export (unless otherwise agreed as part of the exit process and charges) and then securely delete the Customer instance and the data within it; or
- (b) securely delete the Customer instance and the data within it.

16.17 The Company shall upon completion of the deletion of the data provide a certificate of destruction to the Customer.

16.18 Where a Customer fails to return the instruction or collect the data extract after a period of 30 days the Company shall delete the Customer's instance and the data within. The Customer warrants that it shall not hold the Company liable for any breach of the Data Protection Legislation or any losses incurred through its failure to provide the instruction at clause 16.16.

17. REPRESENTATIVES

17.1 Each party shall take reasonable precautions to ensure the health and safety of the other party's Representatives while such Representatives are at its premises, and to ensure that its own Representatives observe the other party's safety rules and procedures (as provided by each party to the other) while such Representatives are on the other party's premises.

17.2 If the employment of any employee of the Customer or any third party is deemed to transfer to the Company by operation of the Transfer Regulations (a "Transferring Employee"), then the Customer shall be liable for and shall indemnify the Company from and against:

- (a) all wages, bonuses, benefits, holiday pay, employment benefit costs, redundancy costs and unfair dismissal or discrimination awards and costs in respect of the Transferring Employee and all Losses

relating directly or indirectly to the terms and conditions of employment, pensions and life assurance arrangements, health, welfare or any other matters concerning the Transferring Employee or any other claims which the Transferring Employee may have against the Customer or any third party in respect of any period before the transfer of the employment of the Transferring Employee to the Company;

- (b) all claims arising out of any breach by the Customer, the Company or any third party of the Transfer Regulations in respect of any Transferring Employee; and
- (c) all payments (including redundancy and unfair dismissal or discrimination payments or awards) which the Company may be obliged to make to the Transferring Employee together with all costs (including legal costs) in the event of the dismissal by the Company of the Transferring Employee following the transfer of the employment of the Transferring Employee to the Company.

18. COMPLIANCE WITH CONTRACT DOCUMENTS

- 18.1 The Company shall be entitled to take reasonable steps to verify and confirm that the Customer's use of any Software and/or Services complies with the Customer's obligations under any Contract Documents in relation to such use (including that the Customer is only using any Software to the extent it is licensed to do so) and the Customer agrees to provide the Company with reasonable co-operation and assistance to do so.
- 18.2 Where such reasonable steps include an audit to take place at the Customer's site, the Company shall provide the Customer with reasonable prior notice and the audit shall take place within Normal Working Hours on a Working Day. The Customer agrees (at its cost) to cause its Representatives to co-operate fully with the Company or its appointed third-party auditor(s).

19. FORCE MAJEURE

- 19.1 In this clause 19, the expression "Force Majeure" shall mean an event which is beyond the control of an affected party and which such party could not anticipate or mitigate by means of insurance, contingency planning or any other prudent business means. Any event will only be considered Force Majeure if it is not attributable to the wilful act, neglect, default, or other failure to take reasonable precautions of the affected party, its agents, employees, or contractors. Industrial dispute or action shall not give rise to an event of Force Majeure.
- 19.2 No party shall in any circumstances be liable to the other party for any Losses suffered by the other party by reason of any failure or delay in the performance of its obligations under a Contract Document which is due to Force Majeure. Notwithstanding the foregoing, each party shall use reasonable endeavours to continue to perform, or resume performance of, such obligations for the duration of such Force Majeure.
- 19.3 If either party is unable to perform its obligations under a Contract Document due to Force Majeure for a consecutive period of more than three months the other party may terminate such Contract Document by notice in writing and the provisions of clause 8.4 shall apply.
- 19.4 For the avoidance of doubt, neither party considers any variant of COVID-19 (otherwise referred to as SARS-CoV-2) which is in existence at the Agreement Date as constituting a Force Majeure event.

20. ANTI-BRIBERY AND ANTI-SLAVERY

20.1 Each party shall:

- (a) comply with all applicable laws, statutes, regulations, codes, and guidance relating to anti-bribery and anti-corruption ("Anti-bribery Laws"), including the Bribery Act 2010;
- (b) not do, or omit to do, any act that will cause the other party to be in breach of the Anti-bribery Laws;
- (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Agreement;
- (d) maintain throughout the term of the Agreement its own anti-bribery policies and procedures to ensure compliance with the Anti-Bribery Laws, provide a copy of such policies and procedures to the other party on request, and enforce such policies and procedures where appropriate.

20.2 Each Party shall:

- (a) comply with all applicable laws relating to anti-slavery including the Modern Slavery Act 2015 ("Relevant Requirements");
- (b) not engage in any activity, practice, or conduct which would constitute an offence under the Modern Slavery Act 2015 if such activity, practice, or conduct had been carried out in the United Kingdom;
- (d) have and maintain in place throughout the Term its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

20.3 Breach of this section 20 shall be deemed a material breach of the Agreement.

21. WAIVER

- 21.1 Failure or neglect by either party at any time to enforce any of the provisions of a Contract Document shall not be construed as, neither shall it be deemed to be, a waiver or abandonment of the respective rights of that party nor in any way affect the validity of the whole or any part of a Contract Document nor prejudice that party's rights to take subsequent action.

22. SEVERABILITY

- 22.1 If any limitation or provision contained in a Contract Document shall be determined invalid, unlawful, or unenforceable it shall be severed from the remainder of a Contract Document which shall continue to be valid to the extent permitted by law.

23. ASSIGNMENT AND THIRD PARTY RIGHTS

- 23.1 The Company shall be entitled to assign the benefit (subject to the burden) of the Agreement to a company which succeeds to the business of the Company as a result of any internal reorganisation reconstruction or amalgamation of the Company or any group of companies of which the Company from time to time forms part.
- 23.2 Where the Customer is a statutory authority or agency, it shall be entitled to assign the benefit (subject to the burden) of the Agreement to anybody which by law shall succeed to the functions of the Customer.
- 23.3 Save as provided for in clauses 23.1 or 23.2, neither party may assign, novate, sub licence or otherwise transfer a Contract Document or any rights or obligations under it whether in whole or in part, without the written consent of the other party (such not to be unreasonably withheld or delayed).
- 23.4 Each Contract Document shall be enforceable by the original parties to it and by their successors in title and permitted assignees.
- 23.5 Save as set out in the relevant Third Party Product terms and conditions, no person may enforce the terms of a Contract Document pursuant to the Contracts (Rights of Third Parties) Act 1999 (or any successor legislation).

24. ENTIRE AGREEMENT

- 24.1 The Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in that Agreement and supersedes cancels and nullifies any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 24.2 Each of the parties acknowledges and agrees that in entering into the Agreement, and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement as a warranty. The only remedy available to it for breach of the warranties will be as set out in the Agreement.

25. GENERAL, NOTICES AND COMMUNICATIONS

- 25.1 Any terms and conditions contained within the Customer's form of order shall be superseded by the terms of the Agreement.
- 25.2 Any variation of the Agreement shall only be binding if it is in writing and signed by the Authorised Representative of each party.
- 25.3 The Customer will procure that its Associated Companies, Permitted Agents and agents comply with any restrictions on the Customer under the Agreement as if they were a party to the Agreement. The Customer shall be liable for the acts and omissions of its Associated Companies, Permitted Agents and agents as if they were the acts and omissions of the Customer.
- 25.4 Any notice required or permitted under the terms of a Contract Document or required by law shall be in writing (in English) and shall either be delivered in person, sent by first class mail, or air mail, to the Authorised Representative of the party to whom the notice is being given at the address stated in this

MSA (It shall be deemed to have been given upon delivery (if delivered in person), or otherwise 48 hours after having been posted or by email (and in the case of notices sent to the Company, to the email address detailed in the Order Document for the attention of the Company Secretary), and for the purposes of clause 16, to the data protection officer or designated data protection lead via email after an initial verbal notification. For the avoidance of doubt, this clause 25.4 shall not apply to the serving of any documents pertaining to legal proceedings.

- 25.5 Each party warrants that it has the right, power, and authority to enter into this Agreement, to become a party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

26. LAW AND DISPUTE RESOLUTION

- 26.1 If any non-contractual dispute, or any dispute between the parties about either the interpretation of the provisions of the Agreement or the performance by either of the parties of its obligations under the Agreement cannot be resolved at an operational level, upon the written request of either party, each party will within 3 Working Days after the date of service of such written request appoint a designated representative (being a senior member of staff of the party who does not devote a substantial part of his time to the operation or performance of the Agreement) who will meet with the equivalent representative of the other party to endeavour to resolve such dispute subject to the further provisions of this clause 26. Nothing in this clause 26 will prevent either party from seeking injunctive or interlocutory relief or interlocutory remedies from the Courts in relation to any dispute.
- 26.2 In any attempt to resolve a dispute in accordance with clause 26.1:
- (a) designated representatives will meet as often as the parties reasonably deem necessary to gather and exchange all information regarding the matter in issue which the parties believe to be relevant to its resolution;
 - (b) such representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceedings;
 - (c) during the course of such negotiation, all reasonable requests made by one party to the other for information will be honoured so that each party may be fully advised of the relevant facts. The specific format for such discussions will be left to the discretion of the relevant representatives.
- 26.3 If at any time when the parties are endeavouring to resolve any dispute in accordance with clauses 26.1 and 26.2, the parties agree that the dispute should be resolved by mediation, or if a period of fifteen [15] Working Days has expired since the service of a written request in accordance with clause 26.1 and either party gives the other notice in writing requiring the dispute to be so referred, the parties shall refer the dispute to a mediator.
- 26.4 If within five [5] Working Days of the decision pursuant to clause 26.3 to appoint a mediator or the parties are unable to agree on the mediator to be appointed, then the mediator shall be determined by the Centre for Effective Dispute Resolution (CEDR).



26.5 As of the date of the last signature hereto, the formation, existence, construction, performance, validity, and all aspects whatsoever of each Contract Document shall be governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any disputes arising out of or in connection with any Contract Document.



SERVICE LEVEL AGREEMENT

Hosted Cloud Services





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1. Introduction

1.1 PURPOSE

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

1.2 OBJECTIVE OF THE SERVICE

The objective is to deliver a timely, accurate and complete service to the Customer. The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining roles and responsibilities.
- Ensuring effective management of the Hosted Cloud Service.
- Defining effective communication channels.
- Documenting problem resolution and escalation processes.

Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol " " within the tables of this document.

2. Overview of Provision

SERVICES IN SCOPE	Section	Provided
Cloud Services	3.0	

3. Cloud Services

3.1 PROVISION

The signed Order Document will take precedence over any optional selected Environments or Service Items and Interfaces that are non-standard to this Service Level Agreement.

ENVIRONMENTS	Provided
Standard Environments	
LIVE: The Customer's primary environment containing current data.	
TEST: A test environment containing a copy of the LIVE data and used for testing and approving updates, patches, fixes and functionality	



DEV: Additional environment for developing new business specific functions	
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SERVICE ITEMS	Provided
SFTP – Secure File Transfer Protocol to enable the secure transfer of files	
Data Encryption at Rest (Standard)	

INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Provide and maintain all IT Infrastructure required for the Supply of the Hosted Service at the Company premises.			
Ensure IT Infrastructure related to the Supply of the Hosted Service at the Company premises always remain under Vendor support during operational lifetime.			
Provide Customer access to the Managed Service			
Provide and maintain all computer hardware, software (with exception of the Product) and associated equipment for the end-users of the product at the minimum specification recommended to operate the Product.			
The Company and Customer will make each other aware of any changes or issues that will impact the delivery of the Managed Service.			
A minimum of multi-factor authentication (MFA) must be implemented to secure end-user access to the Product.			

COMMUNICATION LINKS RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Internet presented Service: Provide the Managed Service up to and including the Service Boundary. Provide and manage an alternative (backup) internet link in the event of the primary internet link being unavailable.			

HOSTED ENVIRONMENT RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Live Environments: Perform routine maintenance six times Annually over pre-determined weekends:			



HOSTED ENVIRONMENT RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
From 18:00 on the Friday to 09.00 on the Monday			
Non-Live Environments: Perform routine maintenance six times Annually over pre-determined weekends: From 18:00 on the Friday to 09.00 on the Monday			
Publish the maintenance schedule for customer consumption prior to the start of the calendar year.			
Details and timings of each maintenance window will be communicated to the Customer yearly in advance and prior to each occurrence.			
Request environment copies. – The Customer is entitled to one environment copy per quarter outside of any copies required to support patch management or upgrades.			
Maintain the application in accordance with the relevant published User Manual to ensure optimum application performance			
Where emergency updates or fixes are required to be applied the Company will endeavour to notify the Customer in writing or by email no less than 5 working days prior to any emergency maintenance			
The company will proactively manage and monitor factors including, I/O, processor, memory, network and application performance that contribute to product performance.			
Maintain the Product in accordance with the Systems Administration section of the relevant published User Manual, to ensure optimum application performance is achieved. (Issues relating to performance may not be dealt with by the Company until adequate maintenance measures are put in place by the Customer. The “System Administration responsibilities and obligations” list below provides a level of guidance but is not exhaustive).			

SYSTEM ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Delete report output			
Delete match and gap log			



SYSTEM ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Delete expired notes			
Process message logs – Absence/Payroll Calcs / Payroll Cleardown / Payslips + other frequent processes			
Audit archive clear down			
Batch logs			
Correspondence logs			
Workflow audit clear down			
Data conversion logs			
Checking Debug Calcs are switched off when not required			

PRODUCT RELEASE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Monitor the Company Service Cloud for Product Release			
Advise the Customer of availability of upgrade.			
Complete any pre-upgrade actions in TEST environment.			
Agree timetable for applying upgrade to the TEST environment within supported service hours.			
Initiate the required change by raising a Change Control request to cover applying upgrade to TEST environment			
Authorise Change Control to cover applying upgrade to TEST environment.			
Apply upgrade to TEST environment as agreed.			
Complete any post upgrade actions in TEST environment.			
Test effect of upgrade affecting payroll functionality and confirm acceptance.			
Test effect of upgrade affecting HR functionality and confirm acceptance.			
Complete any pre-upgrade actions in LIVE environment.			
Agree timetable for applying upgrade to the LIVE environment and any additional Customer environments inside supported service hours.			



Initiate the required change by raising a Change Control to cover applying upgrade to LIVE environment			
Authorise Change Control to cover applying upgrade to LIVE environment.			
Install upgrade to LIVE environment and any additional Customer environments as agreed.			
Complete any post upgrade actions in LIVE environment and any additional Customer environments.			

ADHOC PATCH MANAGEMENT RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Publish the post patch actions in the iTrent release Impact Analysis			
Monitor the Service Cloud for release of patches and determine relevance			
Using the Hosted Service request portal within service cloud: Agree timetable for applying patches to the NON-LIVE environments within supported service hours.			
Raise a Change Control request to cover applying patches to NON-LIVE environments			
Authorise Change Control to cover applying patches to NON-LIVE environments			
Apply patches to NON-LIVE environments as agreed.			
Test effect of patches affecting Payroll and/or HR functionality and confirm acceptance.			
Using the Hosted Service request portal within service cloud: Agree timetable for applying patches to the LIVE Environment and any additional Customer environments within supported service hours.			
Raise a Change Control request to cover applying patches to LIVE environment			
Authorise Change Control to cover applying patches to LIVE environment.			
Install patches to LIVE environment and any additional Customer environments as agreed.			
Implement post patch actions			

BUSINESS CONTINUITY RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
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Publish the post patch actions in the iTrent release Impact Analysis			
Maintain internal Business Continuity Plan to facilitate the recovery of the LIVE environment in the event of a Disaster			
Retain 48 hours of LIVE environment, database backups, database transaction logs, application configurations and Customer specific customisations via Primary Backup Solution.			
Retain 30 days of LIVE environment, database backups, database transaction logs, via Secondary Backup Solution.			
Retain 30 days of LIVE Database snapshots via the offline backup solution.			
Retain 5 days of non- LIVE environment, database backups, database transaction logs, via Secondary Backup Solution.			
In event of a Disaster, recover LIVE environment in accordance with the Company's Business Continuity Plan as per the published RTO and RPO.			
Following a recovery of the LIVE environment validate data integrity and system stability.			
Produce the annual disaster recovery test report for customer on request			
Complete full annual test to recover all Systems to the DR site and maintain the Business Continuity Plan			

3.2 SERVICE LEVEL OBJECTIVES

The following section describes the Service Levels that will be met for the Service items listed within the Service Boundary of the Company.

The Cloud Hosting service and time measurements are applicable to the **LIVE** environments only and will form part of the regular service reviews.

If the live application fails to perform to the above service levels a call will be logged via the Company's Service Desk triggering an investigation process.

3.3 IT SERVICE AVAILABILITY

SERVICE ITEM	AVAILABILITY	RTO	RPO
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LIVE iTrent environment	99.8% 24 x 7 x 365	12 Hours	4 Hours
Live Business Objects Environment	99.8% 24 x 7 x 365	12 Hours	4 Hours

3.4 CLOUD HOSTING MEASUREMENT PERIOD

The service measurement period is quarterly within the quarters commencing:

- **1st January**
- **1st April,**
- **1st July**
- **1st October**

3.5 CLOUD HOSTING SERVICE AVAILABILITY

The percentage of service availability is defined in section 3.3, less any perceived down time that is caused by factors beyond the Company's service boundary and not including planned maintenance.

In the event that a problem occurs with the Customer's infrastructure or the Customer's communications link that prevents the Customer from using the hosted services, the Company will make reasonable efforts to provide office accommodation and equipment to allow the Customer's staff to work from the Company's premises in order to assist the customer to complete any critical activities relating to payroll processing.

The Company will make an appropriate charge to the Customer for such a provision, depending on the duration the accommodation is required.

3.6 CLOUD HOSTING SUPPORT HOURS

Monday to Friday (Excluding English Bank Holidays)

08:00 - 18:00

Saturday and Sunday: **N/A**

The above are the hours during which the Company provides standard office-based Hosted Service support related to the Cloud Hosting Service.

Category 'A' faults will be investigated by the out-of-hours support team, all other calls will be attended to during the next working day as defined above.



The scope of the Managed IT out-of-hours technical support line is to provide IT based support for contracted Services and should only be used to log items that are defined as Category A issues.

Items such as payroll queries and software faults are not covered by this service and will need to be raised with the MHR Service Desk during their standard support hours.

4. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.		
Agree transition schedule.		
Provide specification of requirements for the data to be transferred.		
Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity). As standard data will be provided as an oracle database.		
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time. At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		



5. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Ian Price IT Director ian.price@mhr.co.uk	0115 945 6000	Escalation point for significant IT Hosting service issues

6. Glossary of Terms

Expression	Meaning
Business Continuity Plan	A plan that defines how the Company will deal with potential disasters.
Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
Disaster	An event that causes a disruption to the Managed Service from the company site that will require an invocation of the Business Continuity Plan or Disaster Recovery Plan



Expression	Meaning
Data	Data is all data held in the Product
Malfunction	A failure which affects the delivery of the Service
Primary Backup Solution	SAN BASED: Direct Volume Replication of live Systems to DR Site.
Release	A release of the Product issued by the Company on a 90-day release cycle
RTO	The Recovery Time Objective is the stated time to recovery for Hosted Systems after a disaster is experienced.
RPO	Related to RTO - Recovery Point Objective describes the possible total data loss measured in time that may occur. Measured in time counting back from the disaster being declared.
Secondary Backup Solution	APPLIANCE BASED: On-line (warm) storage of database backups, database transaction logs applications and virtual machines direct to disk and replicated between Company sites.
Encryption at Rest	Data is encrypted at rest on an encrypted file system making physical theft of the data impossible.
TDE (transparent Database Encryption)	Database Application Based encryption to encrypt a Database in addition to Encryption at Rest provision described above.



Expression	Meaning
Service Boundary	<p>The Service Boundary is defined as the point where equipment provided by the Company connects to equipment provided by the Customer.</p> <p>Where the service is provided over the Internet the end-point is the Router that provides access to the internet from the company site.</p>
Planned Maintenance	<p>A time window informed in advance to the Customer by the Company during which the service will not be available.</p>
Unplanned Maintenance	<p>A period of time that has not been informed in advance to the customer during which the service will not be available but is deemed essential for the secure and long-term operation of the service.</p>
Service Desk	<p>The central point of contact between the Company and the Customer for reporting <i>Incidents</i> (disruptions or potential disruptions in service availability or quality) and for users making <i>service requests</i> (routine requests for services).</p>
Service Cloud	<p>Service Cloud is the online ticket logging system used as the primary fault and query recording tool by the Service Desk. Customers have direct access to this to log and record activities around fault reporting, to download software and to access FAQs.</p>
NON-LIVE Environments	<p>This refers to the Standard TEST and DEV Environments as well as to any other temporary or Sandbox environments that the company may host for the Customer.</p>
Systems	<p>Systems for the purposes of this Service Level Agreement means the Product, Third Party Products and interfaces.</p>



Document Control

Version	Date	Authors	Status	Comments
2.0	29/11/2018	David Crewe Ian Price	Draft	Revised and rewritten for managed services and cloud services
2.1	11/01/2018	Keeley Wilson	Draft	Revised to Include P11D section
2.2	12/02/2019	Keeley Wilson, Ian Lonie, Alex Beech	Final	Revised Cloud Services Section/ Data Management / Service Desk Section
2.3	21/11/2019	Keeley Wilson Ian Price	Final	Revised Cloud Services Section/ Data Management / Service Desk Section / Glossary of Terms updated / numbering updated/ Service Items updated
2.4	02/12/2019	Ian Price	Final	Minor Revision and structure
2.5	06/12/2019 20/02/2020	Ian Price David Crewe	Final	Revised glossary for clarification. Clarified uptime and maintenance definitions. Service Desk clarification. Amendment to 4.2.2 with categories.
2.6	08/07/2020	Keeley Wilson	Final	Removed variations section. Changed 'Cust' to 'Customer, and 'Comp' to 'Company' throughout. Removed 'Services not covered' section.
2.7	22/01/2021	Ian Price	Final	Minor Addition of MHRA Products to Service items – Section 4.1 Glossary clarifications and updates.
2.8	19/03/2021	Ian Price	Final	Additional of sandbox environments as selectable item.
2.9	28/06/2021	Ian Price	Final	Clarification on inbound interfaces and addition of service information for SSO and SPF/DKIM
3.0	15/09/2021	Ian Price	Final	Minor Structure, Font change, versioning in Footer. Clarification in wording for Category A incident.
3.1	17/09/2021	Ian Price	Final	Addition of Customer obligation to ensure multi-factor authentication ("MFA") under 'INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS'



3.3	17/01/2022	Ian Price	Final	Agreed Variations section added. TDE / EAR added to service provision section out
				TDE / EAR definitions added to glossary
4.0	01/08/2023	Ian Price	Draft	Version created for online use



SERVICE LEVEL AGREEMENT

Managed Payroll Service

Document Control

Version No.	Date of Issue	Authors	Status	Comments
1.0	25/02/2021	MHR		Creation of new SLA for Managed Payroll Service

1.1	14/05/2021	MHR		Update of name to Fully Managed Payroll Service
1.2	29/06/2021	MHR	Final	Update to Cloud Services section
1.3	03/08/2021	MHR	Final	Update to wording in section 5.1 Tax Codes
1.4	06/10/2021	MHR	Final	Inclusion of MFA requirement at 'INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS'.
1.5	14/02/2023	MHR	Final	Updates following BACS Audit
1.6	28/07/2023	MHR	Final	Online Version

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1. Introduction

1.1 Purpose

This Service Level Agreement defines the services provided and managed by the Company to the Customer.

1.2 Objective of the Service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items not specifically discussed in this document are excluded and would need to be scoped, costed, and agreed separately.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining roles and responsibilities.
- Ensuring services are clearly understood.
- Defining effective communication channels.
- Documenting problem resolution and escalation processes.
- Defining software service availability

1.3 Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol " " within the tables of this document.
- The services denoted by the "Y" symbol mark any additional items which have been procured via the Order Document.

2. Overview of Provision

SERVICES IN SCOPE	Section	Provided
Managed Payroll Service	5	
Provision	5.1	
Payroll Enquiry Service	5.2	
Post Payroll Reporting & Third-Party Payment Returns	5.3	
Third-Party Administration	5.4	
System Administration	5.5	

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BACS Service	5.7	
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SERVICES IN SCOPE	Section	Provided
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3. Data Management - Managed Services

3.1 Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing, and maintenance of this information as part of the Managed Service being provided by the Company.

3.2 Policy

It is the policy of the Company that data and information will be made available to the Payroll Team to perform the necessary payroll processing required by their position to provide a Managed Service in line with the Contract between the Company and the Customer. The payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Controller. The Data Controller may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Third Party Services, e.g. payslip printing services, is the data 'Sub-Processor'.

3.3 Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the Company's Payroll Team. It is not intended to cover information on individual customer desktops, laptops, or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for every payroll processing period. It is also the Customer's responsibility to supply the data to the Company's Payroll Team in the mutually agreed data template provided to them, in the exact field order, for the purposes of payroll processing.

3.4 Revocation of data access

End of Affiliation: All Data Access will end when the Customer's affiliation with the Company ends for any reason.

It is the Customer's responsibility to de register MHR as their BACS Bureau.

3.5 Data Standards

All data being supplied to the Company for processing, must be provided to the Company in the mutually agreed data template. The format will be explained to the Customer as part of the implementation as will the quality of the data required.

Where incorrect or incompatible data is supplied to the Company it will be returned to the appropriate Customer representative to correct and resubmit. If this is then submitted outside the scheduled timescales it will not be processed unless mutually agreed with the Company and authorised by the Customer. Additional service charges will be levied as detailed below and agreed payroll processing scheduled dates may not be met by the Company.

The Customer must provide the information via SFTP. Information provided through different delivery methods will not be processed.

Data Standard	KPI	Measurement
Format	All data provided to the Company for processing in the agreed data template.	100%
Quality	The quality of data provided to the Company for processing is measured through inaccuracies and exceptions.	100%
Method	Data provided to the Company for processing must be via SFTP.	100%

3.6 Data Management

This section outlines how personal data will be managed by both the Customer (data 'Controller') and the Company (data 'Processor'). All personal data will be processed in line with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Activity	Company	Customer
Provide a secure method (SFTP) of sending payroll input data.		
Provide payroll input data for the period in the agreed data template and via the secure method (SFTP) provided by the Company.		

4. Managed Service

4.1 Provision

If the standard pay date falls on a non-banking day, the pay date will be amended in line with the agreed customer schedule.

Data must be sent by the scheduled cut-off date.

DATA MANAGEMENT	Company	Customer	N/A
PERSONAL INFORMATION			
Maintenance of personal information via ESS, MSS or Core Product.			
Submission of New Starter data in agreed data template.			
Processing of New Starter information provided in agreed data template.			
STRUCTURE			
Collation of organisation structure data (new units, posts, positions) for all employees.			
Maintenance of employee personal references, units, and positions within the organisation structure for all employees in the Core Product.			
Submission of organisation structure data in agreed data template.			
Processing of organisation structure information provided in agreed data template.			
Attachment of new employees to the organisation structure.			
Submission of employee position attachment data in agreed data template.			
Processing of employee position attachment information provided in agreed data template.			
Attachment of new employees to the payroll, including the attachment of contract to payroll, payment method, NI category, P45/New Starter Declaration.			
Submission of employee payroll attachment data in agreed data template.			
Processing of employee payroll attachment information provided in agreed data template.			
TRANSFERS			
Collation of organisational payroll transfer data.			
Completion of payroll transfer process.			
WORKING PATTERN ADMINISTRATION			
Collation of working pattern information.			
Creation of working patterns in the Core Product.			

Manual attachment of working pattern changes in the Core Product.			
Submission of working pattern data in agreed data template.			

DATA MANAGEMENT	Company	Customer	N/A
Processing of working pattern data information provided in agreed data template.			
PAYMENTS			
Process permanent or temporary data via ESS, MSS or Core Product.			
Submission of permanent or temporary data in agreed data template.			
Processing of permanent or temporary data provided in agreed data template.			
ABSENCE			
Collect all absence data.			
Process all absence data via ESS, MSS or Core Product.			
Submission of absence data in agreed data template.			
Processing of absence data provided in agreed data template.			
Identification of employees requiring an Alabaster calculation.			
Completion of Alabaster calculations.			
Completion and distribution of Statutory Absence Exclusion forms as required.			
Provide standard Core Product absence management reports as required.			
PENSION DEDUCTIONS			
Process all pension data via Core Product.			
Submission of pension data in agreed data template.			
Processing of pension data provided in agreed data template.			
Run pension assessment process.			
Supply standard Core Product pension assessment reports as required.			

Action pension deferments in line with agreed parameters.			
Run the auto enrolment process.			
Run the Gross to Net to calculate pension contributions.			
Provide a formal opt out facility for employees.			

DATA MANAGEMENT	Company	Customer	N/A
Enter opt out information into the Core Product.			
Confirmation and submission of 3-year re-enrolment dates			
Enter 3-year re-enrolment dates into the Core Product			
LEAVERS			
Process all leaver data via ESS, MSS or Core Product.			
Calculate holiday pay due for leavers via Core Product.			
Identification of negative net pay for leavers.			
Amendment of negative net pay for leavers in line with agreed parameters.			
Notify courts of leavers.			
REDUNDANCY			
Make statutory redundancy calculations.			
Enter redundancy payments onto Core Product.			
NON-STATUTORY DEDUCTIONS			
Process all non-statutory deduction data via Core Product.			
Submission of non-statutory deduction data in agreed data template.			
Processing of non-statutory deduction data provided in agreed data template.			
STATUTORY DEDUCTIONS			
Process all statutory deductions via Core Product.			

Administer statutory deductions in accordance with the legislation and regulations.			
COURT ORDERS (INCLUDING CHILD MAINTENANCE ORDERS)			
Collect all data relating to court orders.			
Process all court order data via Core Product.			
Submission of court order data in agreed data template.			
Processing of court order data provided in agreed data template.			
Deduct administration fees at the prevailing rate, if applicable.			

DATA MANAGEMENT	Company	Customer	N/A
STUDENT & POSTGRADUATE LOANS			
Collect all data relating to student & postgraduate loans.			
Process all student & postgraduate loans data via Core Product.			
Submission of student & postgraduate loans data in agreed data template.			
Processing of student & postgraduate loans data provided in agreed data template.			
Legislative downloads from Government Gateway via Core Product.			
TAX CODES			
Collect all data relating to tax sources.			
Process all tax source data via Core Product.			
Submission of tax code data in agreed data template.			
Processing of tax code data provided in agreed data template.			
Legislative downloads from Government Gateway via Core Product.			
EXPENSES (INCLUDING CAR MILEAGE)			
Process expense data via ESS, MSS or Core Product.			
Submission of expense data in agreed data template.			
Processing of expense data provided in agreed data template.			
BULK PAYROLL CHANGES (INCLUDING SALARY, PAYSCALE, PAYMENT TABLE & PENSION)			
Provide details of bulk payroll change requirement in a timely manner.			
Provide bulk payroll changes in agreed data template.			
Process bulk payroll changes in the Core Product.			
Any any-hoc request for data cleansing or uploads will be chargeable through consultancy.			
REPORTING			

Produce Core Product Gender Pay report as required.			
Produce Core Product Terms and Conditions Analysis report as required.			
DATA MANAGEMENT	Company	Customer	N/A
Produce Core Product Absence reports as required.			
Produce Core Product Furlough reports as required.			
Any any-hoc request for bespoke report will be chargeable through consultancy.			

PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
FIRST GROSS TO NET PROCESS			
Run the absence calculation.			
Run the car mileage calculation.			
Run the payroll calculation.			
Run costing calculation.			
Produce Core Product standard payroll outputs.			
Run the payroll errors and warnings report.			
Run the absence process message log report.			
Run the car mileage process message log report.			
Run the costing process message log report.			
Check payroll output and process message log reports to highlight any issues.			
Advise Customer of proposed amendments to correct issues identified during the first gross to net process.			
Customer to provide authorisation of proposed amendments or alternative instructions.			
Unlock contracts.			
Process amendments as instructed by the Customer.			
FINAL GROSS TO NET PROCESS			
Run the absence calculation.			

Run the car mileage calculation.			
Run the payroll calculation.			
Run costing calculation.			
PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
Produce Core Product standard payroll outputs.			
Run the payroll errors and warnings report.			
Run the absence process message log report.			
Run the car mileage process message log report.			
Run the costing process message log report.			
Check payroll output and process message log reports highlight any issues.			
Follow the BACS process as defined in Section 5.7.			
Run the GL extract.			
Run the cleardown process.			
Run the cleardown process message log report, check the output. and take appropriate action as required.			
Run Core Product Management Information reports as required.			

PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
CONTROL CHECKS			
Check data input exceptions to highlight any issues.			
Advise Customer of proposed amendments to correct issues identified in the data input exceptions.			
Customer to provide authorisation of proposed amendments or alternative instructions for data input exceptions.			
Using the payroll outputs, process message log reports, and spot checks, check that the payroll balances.			
Check the brought forward values are equal to the previous carried forward values, taking account of any cumulative value adjustments.			
Check individual net pay values that vary more than 20% from the previous period.			

Check that values balance within and between reports.			
Check the reasonableness of the highest and lowest gross and net pay values.			
Check reasonableness of total gross pay, tax, NI, and superannuation by reference to previous values.			
PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
Deliver to the Customer the standard payroll outputs.			
Provide list of authorised contacts to approve the payroll.			
Ensure that relevant contacts are available to authorise the payroll as per the agreed schedule. Signature of the BACS authorisation form for net pay is considered by the Company to be acceptance by the Customer of the payroll.			
Check the payroll outputs and provide authorisation of payment transmission and legislative submissions as per the agreed schedule.			
Receive authorisation as per agreed schedule.			
Confirm validity of authorised contact.			
Prepare, check, and distribute listings of third-party payments as per agreed schedule.			
Reconcile payments made via BACS to source bank account.			

RTI PROCESSING	Company	Customer	N/A
PERIODIC ADMINISTRATION OF RTI SERVICES			
Create the periodic FPS/PAYE Submission Extract file.			
Propose amendments on data errors contained within the periodic FPS/PAYE Submission Extract file.			
Customer to provide authorisation of proposed amendments or alternative instructions.			
Complete required actions to address any data errors contained within the periodic FPS/PAYE Submission Extract file.			
Electronically submit the FPS/PAYE Submission Extract as per the agreed schedule			
Create the periodic EPS file.			
Propose amendments on data errors contained within the periodic EPS file.			
Complete required reconciliation actions for the periodic Employer Payment Summary			

Customer to provide authorisation of proposed amendments or alternative instructions.			
Complete required actions to address any data errors contained within the periodic EPS file.			
Electronically submit the EPS file as per the agreed schedule.			
AD-HOC TASKS			
RTI PROCESSING	Company	Customer	N/A
Provide information relating to any required earlier year updates(s).			
Enter adjustments against employee(s) for earlier year updates as per the Customer's instruction.			
Creation of earlier year update(s) in the Core Product.			
Electronically submit earlier year update(s).			
ANNUAL TASKS			
Create and distribute P60s to employees as per the legislative deadline via ESS, email, or print (printing may incur an additional cost).			

4.2 Payroll Enquiry Service

PAYROLL ENQUIRY SERVICE	Company	Customer	N/A
Respond to payroll queries from the Customer's authorised representatives. All relevant information must be provided when making an enquiry, including the employee name, payroll number, and either date of birth or NI Number.			
Provide a telephone helpdesk between the hours of 09:00 and 17:00, Monday to Friday, excluding UK Bank Holidays, which all employees are permitted to call to discuss pay queries.			
Respond to pay queries from the Customer's employees as required. All relevant information must be provided when making an enquiry, including company name, employee name, payroll number, and either date of birth or NI Number.			
Respond to enquiries both written and verbal from HMRC, Courts and Child Maintenance Service.			
Respond to requests for copy payslips, P60s and statement of earnings letters. Please note that these requests may incur an additional cost.			

4.3 Post Payroll Reporting & Third-Party Payment Returns

POST PAYROLL REPORTING	Company	Customer	N/A
PAYROLL REMITTANCES & THIRD-PARTY RETURNS			

Produce non pension remittance reports in third party desired format, i.e. GAYE or Private Medical (Additional charges may apply if a bespoke format is required).			
Submit the breakdown of payment to the appropriate provider.			
THIRD-PARTY RETURNS			
Run third-party BACS files from the Core Product.			
Check the payroll outputs and provide authorisation of payment transmission.			
POST PAYROLL REPORTING	Company	Customer	N/A
Transmit to third-party values as per the agreed schedule.			
CORRESPONDENCE			
Reference Letters (Mortgage, Employment, Financial)			
Ad-hoc forms such as loss of earnings and insurance claims			
Over and under payment correspondence to employees			
Debt collection liaison			
Create and distribute Maternity pay letters			
Create and distribute letters to employees who trigger half pay or nil pay			

4.4 Third-Party Personal Administration

THIRD PARTY ADMINISTRATION	Company	Customer	N/A
ADMINISTRATION OF THIRD-PARTY CHANGES			
Notify third parties applicable to the client (which could include, private medical providers) of starter and leavers in the payroll period			
Notify third parties applicable to the client (which could include, private medical providers) of relevant changes personal information changes			

4.5 System Administration

SYSTEM ADMINISTRATION	Company	Customer	N/A
Define User and Security Profiles for Customer			

Define User and Security Profiles for Company			
Create new User Accounts for Customer			
Create new User Accounts for Company			
Create and maintain User and Security profiles for the Company			
Create and maintain User and Security profiles for the Customer			
Release locked User Profiles for the Company			
Release locked User Profiles for the Customer			
SYSTEM ADMINISTRATION	Company	Customer	N/A
Deactivate Users for the Company			
Deactivate Users for the Customer			
Re-set passwords for the Company			
Re-set passwords for the Customer			
Create Function Access for the Company			
Annual Increments & Salary Increases			
National Minimum Wage & National Living Wage updates			
Annual Element Uplifts			
Ad-hoc Transactional Audit Reporting			
Post Upgrade Actions			
Initial Creation of Working Patterns			
Subject Access Requests related to Payroll information <i>Received within 5 working days from the customer Processed within 10 working days</i>			

4.6 Change Control

A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.

SYSTEM CONFIGURATION	Company	Customer	N/A
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Supply definitions of required system configuration changes, this will include but not limited to: <ul style="list-style-type: none"> • Elements ○ Payments ○ Deductions ○ Benefits • Calculations • Term and Conditions ○ Pensions ○ Absence ○ Car Mileage • Costing Rules • Grades and Scale Points 			
Investigate and clarify requirements where necessary, and then provide an estimate for the cost, timing, and impact (if any) of the change			
SYSTEM CONFIGURATION	Company	Customer	N/A
Specify changes to application configuration.			
Provide necessary documentation detailing the Cost and timings along with a completed Change Control Request Form			
Approve amendments required prior to work commencing			
Agree implementation plan for any changes			
Incorporate agreed changes to System set-up in Test Environment in accordance with the specification			
Incorporate agreed changes to employee records in Test Environment in accordance with the specification			
Sign off and approval of acceptance testing			
Authorise configuration changes to be applied to Live Environment			
Implement configuration amendment in Live Environment			
Sign off amendments as complete			

4.7 BACS Services

Payments to be made via BACS are detailed in Payroll Service Requirement form during service implementation. These payments will be made on the dates shown. If this is a non-working day, then the pay date will be amended in line with the agreed Customer schedule. These dates may also be varied by mutual consent of both the Customer and Company and by dates nominated by BACS as non-processing days.

It is the responsibility of the Customer to ensure that the Company employees are not set up as contacts (PSCs/ ACs) on client owned Service User Numbers.

BACS PROCESS	Company	Customer	N/A
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Run the BACS file and report creation process for payments as defined in the Payroll Service Requirement form.			
Run the BACS process message log report			
Check BACS process message log report to highlight any issues.			
Advise Customer of proposed amendments to correct issues identified during BACS process.			
Customer to provide authorisation of proposed amendments or alternative instructions.			
Process amendments as instructed by the Customer.			
Supply and maintain a list of authorised signatories			
BACS PROCESS	Company	Customer	N/A
Complete a separate BACS authorisation form for each transmission of employee or third-party payments entering the totals and BACS dates.			
Send the completed BACS form to the Customer.			
Confirm accuracy of figures and dates on the BACS authorisation form			
Ensure that relevant contacts are available to authorise the BACS transmission in accordance with the Schedule.			
Sign the BACS authorisation form and return to the Company to authorise transmission of BACS.			
Transmit the BACS file.			
Maintain appropriate limits with BACS to ensure control over payments being made.			
Process any non-BACS payments for employees or third parties			
Ensure sufficient funds are available in the source bank account to fund the BACS transmission. The funding of the BACS payments will be through the Customer's nominated bank account. The Company will not, under any circumstances, be liable for funding the payment or any other costs incurred as a result of the subsequent late availability of funds			
Ensure the Bank holding the source account has given the appropriate permissions for the Company to transmit BACS files on the Customer's behalf.			
Inform Company of any changes to the source bank account or BACS user number, within a minimum 30 day lead time.			
Recall of full BACS transmission(s) file.			
Recall individual line within BACS transmission file.			

Log into BACS Payment Services website and download any associated reports.			
Action any line items identified on the Payment Service reports.			
<p>For the timely collection and verification of the following BACS reports:</p> <ul style="list-style-type: none"> • BACS Input Report • Automated return of unapplied credits service report. • Advice of wrong account for automated credits service report. 			

BACS TIMETABLE	
Day 1	BACS Submission day

Day 3	BACS Processing day
Day 4	Payments reach accounts

Each of the days indicated must be nominated by BACS as a day on which processing may occur. These are normally Monday to Friday taking into account English Bank Holidays. The Company schedules BACS transmissions on the day before the submission day. This allows both Customer and Company contingency time in the event of difficulties.

The Company will not accept responsibility regardless of circumstances for late payments where the Customer stipulates transmissions must on a regular basis happen on transmission day.

In an exceptional circumstance the company retains the right to submit a payment file to the BACS clearing, in the event that the Customer fails to authorise the submission of that payment file, despite repeated attempts to contact the Customer.

4.8 Printing Services

PAYSLIPS (Printed or Electronic)	Company	Customer	N/A
Run the Payslip, Email or ESS process.			
Print payslips. Payslips will be quality checked. Any defective payslips will be securely destroyed and reprinted.			
The number of payslips printed and sealed will be checked against the file provided.			
Payslips will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges.			
Payslips will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges			
Payslips will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			
Inform Company of amendments to delivery addresses.			

P45S (Printed or Electronic)	Company	Customer	N/A
Run the P45 process.			
Print P45s. P45s will be quality checked. Any defective P45s will be securely destroyed and reprinted			
The number of P45s printed will be checked against the file provided			

P45s will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges			
P45s will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges			
P45S (Printed or Electronic)	Company	Customer	N/A
P45s will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels			
Inform Company of amendments to delivery addresses			

P60S (Printed or Electronic)	Company	Customer	N/A
Run the P60 process.			
Produce trial P60 for approval.			
Confirm accuracy and authorise production of P60s.			
P60s will be delivered to the appropriate single location by due date. Courier / delivery costs are excluded from the service charges.			
P60s will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			
P60s will be delivered to home addresses by due date. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			
COURIER SERVICES	Company	Customer	N/A
Nominate courier (The Customer will select a courier of their choice)			

4.9 Processing Schedules

Below is the Company's standard monthly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity	P -	Timing
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Submission of payroll data to MHR in the standard format via SFTP	P – 9	17.30
Start Data processing	P – 8	09.30
Check Payroll data	P – 7	09.30
Activity	P -	Timing
Run Payroll calculation and Core payroll standard output	P – 7	12.30
Check and balance payroll	P – 7	15.00
Submit payroll reports to customer for checking	P – 6	10.00
Customer to notify of any amendments via MHR standard format These should be limited to <ul style="list-style-type: none"> Late leavers Bank changes 	P – 6	17.30
Process and check amendments	P – 5	17.30
Run final GTN and reports	P – 4	15.00
Check and balance payroll	P – 4	17.30
Provide Final reports and produce BACS file	P – 3	09.30
Sign off BACS and payroll	P – 3	14.00
Transmit authorised BACS	P – 3	17.00
Transfer payslips for printing - payslips are to be provided on payday	P – 3	17.30
Service available for input	P + 0	12.30

Below is the Company's standard weekly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the data submission time will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity – Weekly Schedule	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P – 4	09.00
Start Data processing	P – 4	09.30
Check payroll data	P – 4	14:00
Run Payroll calculation and Core payroll standard output	P – 4	14:30
Check and balance payroll	P – 4	17:30
Submit payroll reports to customer for checking	P – 4	17.30
Customer to submit amendments	P – 3	12.00
Process amendments	P – 3	14.00
Run final GTN and reports	P – 3	15.00
Check and balance payroll	P – 3	17:30

Provide Final reports and produce BACS file	P – 3	17:30
Sign off BACS and payroll	P – 2	14.00
Transmit authorised BACS	P – 2	15.00
Transfer payslips for printing - payslips are to be provided on payday	P – 2	12:00
Service available for input	P + 0	12.30

If the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

All payroll changes to be supplied as the information becomes available. Any information received after the input dates quoted will be carried forward to the next month's payroll.

The following table lists the annual activities and their statutory deadlines (as applicable).

Activity	Statutory deadline
Provide P60 to employees by	31/5
Provide P11D to employees by	6/7
Submit P11D to HMRC by	6/7
Submit P11D(b) to HMRC by	6/7

4.10 Service Level Objectives

Activity	Achievement Target	Comments
Produce payroll on schedule	100%	
Achieve BACS deadlines to schedule	100%	
Dispatch of payroll output to schedule	99%	
Accuracy of payroll processing content	98%	
Payroll queries (Current Tax Year)	80%	Within ONE working day from receipt
	95%	Within TWO working days from receipt
	100%	Within FIVE working days from receipt
Payroll queries (Previous Tax Years)	80%	Within TEN working days from receipt

	100%	Within FIFTEEN working days from receipt
Distribution of P60	100%	By scheduled date (in accordance with statutory requirements)
Activity	Achievement Target	Comments
Calculation of net pay to enable manual payments	Up to 5	Within ONE working day from receipt
	6 to 14	Within TWO working day from receipt
	15 plus	Delivery date to be agreed
Fair Usage Activity	Amount per month	Comments
Payroll Transfer	1-10	Per 1000 employee's
Amendment of negative nets for leavers	1-10	
Calculation of over/underpayments including calculations for leavers.	1-10	Within the last tax year
Make statutory redundancy payment calculations	1-20	
Input redundancy payments	1-20	

4.11 Service Management and review

This service is only applicable to this Service level Agreement if procured in a signed Order Document:

4.11.1 Reviews

Service Review Meetings will be held as per the agreed frequency and method.

	Company	Customer	N/A
The Service Management Team Representative will have a review with the Customer on an annual basis.			

The Service Management Team Representative will have a review with the Customer on a six-monthly basis.			
The Service Management Team Representative will have a review with the Customer on a quarterly basis.			
The Service Management Team Representative will have a review with the Customer on a monthly basis.			
The review meetings will be held via web conference or tele-conference facilities			
The review meetings will be held at the Site of the Company or Customer			
The review meetings will alternate between Tele-conference / web conferencing and held at the Site of the Company or Customer			

4.11.2 Monthly Customer Contact Call

Issues identified by the Payroll Team during the pay period will be logged, investigated, and corrected to ensure the payroll is delivered accurately and on time.

The Payroll Team will issue payroll accuracy reports, including an overall score card. The report details any issues logged during the pay period and the phase at which they occurred, before BACS, after BACS or Dispatch. The report will be placed in the SFTP for retrieval and review.

A Customer contact call will be scheduled for a mutually agreed time so that the accuracy report can be discussed along with the outcomes of the pay period and any other relevant points.

4.11.3 Managed Service Support Hours

The Payroll Team will deal with pay enquiries, operational and schedule enquiries. The Payroll Team will be contactable between the following hours excluding weekends and English bank and public holidays.

- **09:00 to 17:00**

5. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements, and milestones to achieve the transfer of Customer data.		
Agree transition schedule.		
Provide specification of requirements for the data to be transferred.		

Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity). As standard data will be proded as an oracle database.		
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time.		
Exit Management Responsibilities	Company	Customer
At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		

6. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for significant HR and Payroll service issues.
Managed Services Director	0115 945 6000	Escalation point for significant HR and Payroll service issues.

7. Glossary of Terms

Expression	Meaning
BACS	Bankers Automated Clearing Service – usual method of payment
Business Continuity Plan	A plan that defines how the Company will deal with potential disasters.
Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.

Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.

Expression	Meaning
Disaster	An event that causes a disruption to the Managed Service from the company site that will require an invocation of the Business Continuity Plan or Disaster Recovery Plan
HMRC	HM Revenue and Customs
Data	Data is all data held in the Product
Malfunction	A failure which affects the delivery of the Service
P60	Employees summary of total pay and deductions for the tax year
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service
Systems	Systems for the purposes of this Service Level Agreement means the Product, Third Party Products and interfaces.



SERVICE LEVEL AGREEMENT

iTrent BACS and Payslips Service

Document Control

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2.0	29/11/2018	David Crewe Ian Price	Draft	Revised and rewritten for managed services and cloud services
2.1	11/01/2019	Keeley Wilson	Draft	Revised to Include P11D section



2.2	12/02/2019	Keeley Wilson Kathryn Reynolds Ian Lonie Alex Beech	Final	Revised Cloud Services section Revised Data Management section Revised Service Desk section
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2.6	16/12/2019	D Crewe	Final	BACS and Payslips only
2.7	17/07/2020	K.Wilson	Final	Removed 'Approved Variations' section. Change 'Comp' to 'Company' and 'Cust' to 'Customer throughout.
2.8	01/04/2021	Rachael Benner	Final	Update to Section 6
2.9	15/04/2021	MHR	Final	Update to formatting
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1. Introduction

Purpose

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

Objective of the service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items not specifically discussed in this document are excluded and would need to be scoped, costed, and agreed separately.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining roles and responsibilities
- Ensuring services are clearly understood
- Defining effective communication channels
- Documenting problem resolution and escalation processes
- Defining software service availability

Instructions

The services to be delivered by the Customer's obligations and the Company obligations are denote by the symbol " " within the tables of this document.

2. Overview of provision

SERVICES	Section	Provided
BACS Services	3	
Printing Services	4	
System Administration	5	
Processing Schedules	6	
Service Level Objectives	7	
Exit Management	8	



3. Data Management Managed Services

Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing and maintenance of this information as part of the Managed Service being provided by the Company.

Policy

It is the policy of the Company that data and information will be made available to the Payroll Team to perform the necessary payroll processing required by their position to provide Managed Services in line with the Contract between the Company and the Customer. The payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Controller. The Data Controller may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Third Party Services, e.g. payslip printing services, is the data 'Sub-Processor'.

It is the responsibility of the Customer to ensure that the Company employees are not set up as contacts (PSCs/ ACs) on client owned Service User Numbers.

Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the Company's Payroll Team. It is not intended to cover information on individual customer desktops, laptops or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for every payroll processing period. It is also the Customers responsibility to supply the data to the Company's Payroll Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of payroll processing.

Revocation of data access

End of Affiliation: All Data Access will end when the Customer's affiliation with MHR ends for any reason.

It is the Customer's responsibility to de register MHR as their BACS Bureau.



4. BACS & Payslips

BACS Services

The BACS service is only applicable to the Service Level Agreement if procured in a fully executed Order Document.

Payments to be made via BACS are detailed in the Payroll Service Requirement form during service implementation. These payments will be made on the dates shown. If this is a nonworking day, then the pay date will be amended in line with the agreed Customer schedule. These dates may also be varied by mutual consent of both the Customer and Company and by dates nominated by BACS as non-processing days.

BACS PROCESS	Company	Customer	N/A
Run the BACS file and report creation process for payments as defined in the Payroll Service Requirement form			
Run BACS Process Log, check and take appropriate action if required.			
Transfer BACS files to Company for transmission in accordance with The Schedule.			
Supply and maintain a list of authorised signatories.			
Transmit the BACS file.			
Maintain appropriate limits with BACS to ensure control over payments being made.			
Process any non-BACS payments for employees or third parties.			
Ensure sufficient funds are available in the source bank account to fund the BACS transmission. The funding of the BACS payments will be through the Customer's nominated bank account. The Company will not, under any circumstances, be liable for funding the payment or any other costs incurred as a result of the subsequent late availability of funds.			
Ensure the Bank holding the source account has given the appropriate permissions for the Company to transmit BACS files on the Customer's behalf.			
Inform Company of any changes to the source bank account or BACS user number.			
Recall complete BACS transmissions			



For the timely collection and verification of the following BACS reports: <ul style="list-style-type: none">• BACS Input Report• Automated return of unapplied credits service report.• Advice of wrong account for automated credits service report.			
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BACS TIMETABLE	
Day 1	BACS Submission day
Day 3	BACS Processing day
Day 4	Payments reach accounts

Each of the days indicated must be nominated by BACS as a day on which processing may occur. These are normally Monday to Friday taking into account English Bank Holidays. The Company schedules BACS transmissions on the day before the submission day. This allows both Customer and Company contingency time in the event of difficulties.

The Company will not accept responsibility regardless of circumstances for late payments where the Customer stipulates transmissions must on a regular basis happen on transmission day.

5. Printing Services

The Payslip service is only applicable to the Service Level Agreement if procured in a fully executed Order Document.

PAYSLIPS (Printed or Electronic)	Company	Customer	N/A
Run the Payslip, Email or ESS process.			
Transfer the payslip file to the Company as per the agreed schedule and protocol.			
Print payslips. Payslips will be quality checked. Any defective payslips will be securely destroyed and reprinted.			
Payslips will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges.			



Payslips will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			
Payslips will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges.			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			
Inform Company of amendments to delivery addresses.			

P45S (Printed or Electronic)	Company	Customer	N/A
Run the P45 process.			
Transfer the P45 file to the Company as per the agreed schedule and protocol.			
Print P45s. P45s will be quality checked. Any defective P45s will be securely destroyed and reprinted.			
P45s will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges.			
P45s will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			
P45s will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges.			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			
Inform Company of amendments to delivery addresses.			

P60S (Printed or Electronic)	Company	Customer	N/A
Run the P60 process.			
Transfer the P60 file to the Company as per the agreed schedule and protocol.			
P60s will be delivered to the appropriate single location by due date. Courier / delivery costs are excluded from the service charges.			
P60s will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			



P60s will be delivered to home addresses by due date. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			

COURIER SERVICES	Company	Customer	N/A
Nominate courier (The Customer will select a courier of their choice).			

6. System Administration

SYSTEM ADMINISTRATION	Company	Customer	N/A
Create new user accounts			
Define user and security profiles			
Create and maintain user and security profiles			
Release users whose user profile has been locked			
Make users inactive			
Re-set passwords			

7. Processing Schedules

Below is the Company's standard monthly payroll schedule for a BACS and Payslip only customer. This schedule will be utilised during payroll processing of the BACS payment(s) and print tasks. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P).

If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled BACS and print tasks will be brought forward by public holidays and peaks of activity if required.

Activity	P -	Timing
Sign off BACS and payroll	P – 3	14.00



Transmit authorised BACS	P – 3	17.00
Transfer payslips for printing - payslips are to be provided on payday	P – 3	17.30
Service available for input	P + 0	12.30

Below is the Company's standard weekly payroll schedule for a BACS and Payslip only customer. This schedule will be utilised during payroll processing of the BACS payment(s) and print tasks. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P).

If the customer requires additional payroll checking time over and above the standard detailed below the data submission time will be brought forward.



The scheduled BACS and print tasks will be brought forward by public holidays and peaks of activity if required.

Activity – Weekly Schedule	P -	Timing
Transmit authorised BACS	P – 2	15.00
Transfer payslips for printing - payslips are to be provided on payday	P – 2	12:00
Service available for input	P + 0	12.30

If the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

In an exceptional circumstance the company retains the right to submit a payment file to the BACS clearing, in the event that the Customer fails to authorise the submission of that payment file, despite repeated attempts to contact the Customer.

8. Service Level Objectives

Activity	Achievement Target	Comments
Achieve BACS deadlines to schedule	100%	

Managed Services Support Hours

The Payroll Team will deal with Managed Service operational and schedule enquiries. The Payroll Team will be contactable between the following hours excluding weekends and English bank and public holidays.

- 9:00 to 17:00

9. Exit Management

Exit Management Responsibilities	Company	Customer
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Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.		
Exit Management Responsibilities	Company	Customer
Agree transition schedule.		
Provide specification of requirements for the data to be transferred.		
Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity). As standard data will be provided as an oracle database.		
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time. At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		

10. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for significant HR and Payroll service issues
Managed Services Director	0115 945 6000	Escalation point for significant HR and Payroll service issues

11. Glossary of Terms



Expression	Meaning
BACS	Bankers Automated Clearing Service – usual method of payment.

Expression	Meaning
Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
Data	Data is all data held in the Product.
P60	Employees summary of total pay and deductions for the tax year.



SERVICE LEVEL AGREEMENT

Payroll Processing Service





Document Control

Version No.	Date of Issue	Authors	Status	Comments
2.12	15/02/2023	MHR	Final	Update to BACS details
2.13	31/07/2023	MHR	Final	Online Version

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1. Introduction

1.1 PURPOSE

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

1.2 OBJECTIVE OF THE SERVICE

The objective is to deliver a timely, accurate and complete service to the Customer. The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining responsibilities.
- Ensuring effective management of the Payroll Processing Service;
- Ensuring effective management of the Hosted Cloud Service;
- Defining effective communication channels;
- Documenting problem resolution and escalation processes.



Instructions

- The Services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol “ ” within the tables of this document.

2. Overview of provision

SERVICES IN SCOPE	Section	Provided
Payroll Processing Services	5.0	
System Administration & Configuration	5.3	
BACS Services	5.4	
Printing Services	5.5	
Processing Schedules	5.7	
Service Level Objectives and Service Management	5.8	
Cloud Services Hosting	6.0	
Service Desk	7.0	
Exit Management	8.0	

3. Data Management Managed Services

3.1 Data Ownership Policy

The purpose of the MHR Data Ownership Policy is to provide guidelines for the MHR Payroll Operations Team, protected by law, or both. This policy describes the roles and responsibilities of the individuals charged with the handling, processing and maintenance of this information as part of the managed service being provided by MHR. **3.2 Policy**

It is the policy of MHR that data and information will be made available to the payroll team to perform the necessary Payroll processing required by their position to provide managed services in line with the Contract between MHR and the Customer. The Payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Owner. The Data Owner may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and MHR is the data 'Processor'.
- Data Owner is the data 'Controller' = the Customer
- Third Party Services (optional - payslip printing services) is the data 'Sub-Processor'.



It is the responsibility of the Customer to ensure that the Company employees are not set up as contacts (PSCs/ ACs) on client owned Service User Numbers.

3.3 Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the MHR Payroll Operations. It is not intended to cover information on individual customer desktops, laptops or mobile devices nor information held within other Customer applications. It is the responsibility of the Customer to supply all related data via the secure method supplied by MHR for every payroll processing period. It is also the Customers responsibility to supply the data to the MHR Payroll Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of payroll processing.

3.4 Revocation of data access

End of Affiliation: All Data Access will end when the Customer's affiliation with MHR ends for any reason.

It is the Customer's responsibility to de register MHR as their BACS Bureau.

3.5 Data Management

This section outlines how personal data will be managed by both the Customer (data 'Controller') and MHR (data 'Processor'). All personal data will be processed in line with the Data Protection Act 2018 and General Data Protection Regulation (GDPR)

	MHR	Customer
If applicable provide input data for the period in the prescribed data collection templates and through the secure FTP site method provided by MHR		
Provide a secure method of processing data if applicable		

	MHR	Customer
Complete HMRC downloads for tax codes, student loans and post graduate loans		

4. Payroll Processing Services

4.1 Provision

If the standard pay date falls on a non-banking day, the pay date will be brought forward to the earliest available banking date. Data must have been sent by the cut-off date. It is the customer's



responsibility for all payroll data to be entered by the cut-off date that is outlined on the payroll schedule, In the event where payroll deadlines are not adhered to, will mean the payroll will be processed late and payments may not be made on time.

PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
FIRST GROSS TO NET PROCESS			
Run the Absence calculation process			
Run Absence Process Log			
Run the Car Mileage Calculation process			
Run the Payroll Calculation process to <ul style="list-style-type: none"> • Calculate payments, allowances and reimbursements • Calculate gross pay • Calculate deductions • Calculate net pay • Lock Contracts 			
Run the auto-enrolment assessment process			
Run Error and Warning reports			
Check Error and Warnings and take appropriate action			
Check payroll results against Customer parameters and highlight any issues			
Produce and distribute standard reports as defined within the payroll procedures and task lists			
Unlock contracts			
Update the system according to Customer instructions			
PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
FINAL GROSS TO NET PROCESS			
Run the Absence calculation process			
Run Absence Process Log, check and take appropriate action if required.			
Run the Car Mileage Calculation process			
Run the Payroll Calculation process			
Run the auto-enrolment assessment process			
Run Error and Warning reports			



Check Error and Warnings and take appropriate action			
Check payroll results against Customer parameters and highlight any issues			
Follow the BACS process as defined in Section 4.5			
Run Costing Process.			
Run Costing Process Log			
Run Clear down			
Run Clear down Process Log			

PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
Run standard control and exception reports.			
Using the control reports, exception reports and spot checks, check that the payroll balances and that the results within agreed parameters.			
CONTROL CHECKS			
Check exceptions report and provide to customer for review			
Check brought forward values equal previous carried forward values (taking account of any cumulative value adjustments).			
Check individual net pay values that vary in excess of 20% from previous period.			
Check that values balance within and between reports.			
Check highest and lowest gross and net pay values.			
Check numbers on payrolls (current and leavers).			
PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
Check reasonableness of total gross pay, tax, NI and superannuation by reference to previous values.			
Deliver to the Customer agreed control and exception reports,			



Ensure that relevant contacts are available to authorise the payroll as per agreed schedule. Signature of the BACS authorisation form for net pay is considered by the Company to be acceptance by the Customer of the payroll.			
Provide authorised signatory lists to approve the payroll.			
<p>Check to confirm accuracy and authorise payroll in order to make payment. Normally this authorisation given by completion of the BACS authorisation form.</p> <p>As a minimum the following checks should be made:</p> <p>Check reasonableness of total gross pay, tax, NI and superannuation by reference to the previous values.</p> <p>Check individual net pay values that vary in excess of 20% from previous period.</p> <p>Check brought forward values equal previous carried forward values (taking account of any cumulative value adjustments).</p> <p>Check highest and lowest gross and net pay values.</p> <p>Check numbers on payrolls (current and leavers).</p>			
Receive authorisation as per agreed schedule.			
Confirm validity of authorised signature.			
Prepare, check and distribute listings of third-party payments as per agreed schedule.			
Reconcile payments made via BACS to source bank account.			

RTI PROCESSING	Company	Customer	N/A
SET UP & GO LIVE OF RTI SERVICES			
Complete a full data audit of the information contained within iTrent to assess the compliance of data for RTI purposes			
Provide advice and guidance on any areas on noncompliance identified within the data audit process			



RTI PROCESSING	Company	Customer	N/A
Supply any data required to ensure that the data contained within iTrent is RTI compliant			
Create the Employer Alignment Summary (EAS)			
Submit the Employer Alignment Summary (EAS) to the HMRC as per the agreed schedule			
Create the FIRST Full Payment Summary (FPS) file			
Submit the FIRST Full Payment Summary (FPS) to the HMRC as per the agreed schedule			
PERIODIC ADMINISTRATION OF RTI SERVICES			
Create the periodic Full Payment Summary (FPS) file			
Provide advice and guidance on data errors contained within the periodic Full Payment Summary (FPS) file			
Complete required actions to address any data errors contained within the periodic Full Payment Summary			
Electronically submit the Full Payment Summary (FPS) to the HMRC as per the agreed schedule			
Create the periodic Employer Payment Summary (EPS) file			
Provide advice and guidance on the reconciliation process required for the periodic Employer Payment Summary file			
Complete required reconciliation actions for the periodic Employer Payment Summary			
Complete required actions to address any reconciliation errors identified within the periodic Employer Payment Summary			
Electronically submit the Employer Payment Summary (EPS) to the HMRC as per the agreed schedule			
ANNUAL TASKS			
Create and distribute P60's to employees as per the agreed schedule via ESS or Email or print			

4.2 Payroll Enquiry Service

PAYROLL ENQUIRY SERVICES	Company	Customer	N/A
Provide a telephone helpdesk between the hours of 9.00am and 5.00pm on any Working Day which all employees are permitted to call			



PAYROLL ENQUIRY SERVICES	Company	Customer	N/A
Respond to pay queries from Customer employees as required. All relevant information should be available when making an enquiry: Company name, employee name, payroll number, and either date of birth or NI Number			
Respond to payroll queries from Customer representative. This must be an authorised contact and have all relevant information available when making an enquiry, employee name, payroll number, and either date of birth or NI Number.			
Respond to enquiries both written and verbal from HMRC, Courts and Child Support Agency.			
Respond to enquiries both written and verbal from pensions or flexible benefits providers			
Respond to requests for copy payslips, P60s and statement of earnings letters. Note these requests may be chargeable.			

4.3 System Administration

SYSTEM ADMINISTRATION	Company	Customer	N/A
Create new user accounts			
Define user and security profiles			
Create and maintain user and security profiles			
Release users whose user profile has been locked			
Make users inactive			
Re-set passwords			

4.4 Change Control

A formal process used to ensure that changes to a Product or system are introduced in a controlled and coordinated manner.

SYSTEM CONFIGURATION	Company	Customer	N/A
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Supply definitions of required system configuration changes, this will include but not limited to:			
<ul style="list-style-type: none"> • Elements ○ • Payments ○ • Deductions ○ • Benefits 			
SYSTEM CONFIGURATION	Company	Customer	N/A
<ul style="list-style-type: none"> • Calculations • Term and Conditions ○ Pensions ○ Absence ○ Car Mileage • Costing Rules • Grades and Scale Points 			
Investigate and clarify requirements where necessary, and then provide an estimate for the cost, timing and impact (if any) of the change.			
Specify changes to application configuration.			
Provide necessary documentation detailing the Cost and timings along with a completed Change Control Request From			
Approve amendments required prior to work commencing.			
Agree implementation plan for any changes.			
Incorporate agreed changes to System set-up in Test Environment in accordance with the specification.			
Incorporate agreed changes to employee records in Test Environment in accordance with the specification.			
Sign off and approval of acceptance testing.			
Authorise configuration changes to be applied to Live Environment.			
Implement configuration amendment in Live Environment.			
Sign off amendments as complete.			

4.5 BACS SERVICES

Payments to be made via BACS are detailed in the BACS and payslip questionnaire during service implementation. These payments will be made on the dates shown. If this is a non-working day then the previous working day will be used. These dates may also be varied by mutual



consent of both the Customer and Company and by dates nominated by BACS as non-processing days.

BACS PROCESS	Company	Customer	N/A
Run the BACS file and report creation process for payments as defined in the BACS and payslip questionnaire			
Run BACS Process Log, check and take appropriate action if required.			

BACS PROCESS	Company	Customer	N/A
Transfer BACS files to Company for transmission in accordance with The Schedule.			
Supply and maintain a list of authorised signatories.			
Complete a separate BACS authorisation form for each transmission of employee or third-party payments entering the totals and BACS dates.			
Send the completed BACS form to the Customer			
Confirm accuracy of figures and dates on the BACS authorisation form.			
Ensure that relevant contacts are available to authorise the BACS transmission in accordance with The Schedule.			
Sign the BACS authorisation form and return to the Company to authorise transmission of BACS.			
Transmit the BACS file.			
Retrieve and distribute BACS input reports.			
Maintain appropriate limits with BACS to ensure control over payments being made.			
Effect any non-BACS payments for employees or third parties.			
Ensure sufficient funds are available in the source bank account to fund the BACS transmission. The funding of the BACS payments will be through the Customer's nominated bank account. The Company will not, under any circumstances, be liable for funding the payment or any other costs incurred as a result of the subsequent late availability of funds.			
Ensure the Bank holding the source account has given the appropriate permissions for the Company to transmit BACS files on the Customer's behalf.			



Inform Company of any changes to the source bank account or BACS user number.			
Recall complete BACS transmission			
For the timely collection and verification of the following BACS reports: <ul style="list-style-type: none"> • BACS Input Report • Automated return of unapplied credits service report. • Advice of wrong account for automated credits service report. 			

BACS TIMETABLE	
Day 1	BACS Submission day
Day 3	BACS Processing day
Day 4	Payments reach accounts

Each of the days indicated must be nominated by BACS as a day on which processing may occur. These are normally Monday to Friday taking into account English Bank Holidays.

The Company schedules BACS transmissions on the day before the submission day. This allows both Customer and Company contingency time in the event of difficulties.

The Company will not accept responsibility regardless of circumstances for late payments where the Customer stipulates transmissions must on a regular basis happen on transmission day.

4.6 PRINTING SERVICES

PAYSLIPS (Printed or Electronic)	Company	Customer	N/A
Run the Payslip, Email or ESS process.			
Transfer the payslip file to the Company as per the agreed schedule and protocol.			
Print payslips. Payslips will be quality checked. Any defective payslips will be securely destroyed and reprinted.			
The number of payslips printed and sealed will be checked against the file provided.			
Payslips will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges.			
Payslips will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			



Payslips will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges.			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			
Inform Company of amendments to delivery addresses.			

P45S (Printed or Electronic)	Company	Customer	N/A
Run the P45 process.			
Transfer the P45 file to the Company as per the agreed schedule and protocol.			
P45S (Printed or Electronic)	Company	Customer	N/A
Print P45s. P45s will be quality checked. Any defective P45s will be securely destroyed and reprinted.			
The number of P45s printed will be checked against the file provided.			
P45s will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges.			
P45s will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			
P45s will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges.			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			
Inform Company of amendments to delivery addresses.			

P60S (Printed or Electronic)	Company	Customer	N/A
Run the P60 process.			
Transfer the P60 file to the Company as per the agreed schedule and protocol.			
Produce trial P60 for approval.			
Confirm accuracy and authorise production of P60s.			
P60s will be delivered to the appropriate single location by due date. Courier / delivery costs are excluded from the service charges.			



P60s will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			
P60s will be delivered to home addresses by due date. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges.			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			

COURIER SERVICES	Company	Customer	N/A
Nominate courier (The Customer will select a courier of their choice).			

4.7 PROCESSING SCHEDULES

Below is the Company's standard payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity	P -	Timing
Run Payroll calculation and iTrent reports	P - 7	12.30
Check and balance payroll	P - 7	15.00
Run final GTN and reports	P - 4	15.00
Check and balance payroll	P - 4	17.30
Provide Final reports and produce BACS file	P - 3	9.30
Sign off BACS and payroll	P - 3	14.00
Transmit authorised BACS	P - 3	17.00
Transfer payslips for printing - payslips are to be provided on payday	P - 3	17.30
Service available for input	P + 0	12.30

Below is MHR standard weekly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the data submission time will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.



Activity – Weekly Schedule	P -	Timing
Run Payroll calculation and iTrent reports	P – 4	14:30
Check and balance payroll	P – 4	17:30
Submit payroll reports to customer for checking	P – 4	17.30
Customer to submit amendments	P – 3	12.00
Process amendments	P – 3	14.00
Run final GTN and reports	P – 3	15.00
Check and balance payroll	P – 3	17:30
Provide Final reports and produce BACS file	P – 3	17:30
Sign off BACS and payroll	P – 2	14.00
Transmit authorised BACS	P – 2	15.00
Transfer payslips for printing - payslips are to be provided on payday	P – 2	12:00
Activity – Weekly Schedule	P -	Timing
Service available for input	P + 0	12.30

In the event that the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

Any information that is inputted after the input dates quoted will be carried forward to the next month's payroll.

The following table lists the annual activities and their statutory deadlines (as applicable).

In an exceptional circumstance the company retains the right to submit a payment file to the BACS clearing, in the event that the Customer fails to authorise the submission of that payment file, despite repeated attempts to contact the Customer.

Activity	Statutory deadline
Provide P60 to employees by	31/5
Provide P11D to employees by	6/7
Submit P11D to HMRC by	6/7
Submit P11D(b) to HMRC by	6/7



Pensions return	19/5
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4.8 Service Level Objectives

Activity	Achievement Target	Comments
Produce payroll on schedule	100%	
Achieve BACS deadlines to schedule	100%	
Dispatch of payroll output to schedule	99%	
MHR payroll processing content accuracy	98%	
Initial response to query	80%	Within ONE working day from receipt
	15%	Within TWO working days from receipt
	5%	Within FIVE working days from receipt
Distribution of P60	100%	By scheduled date (in accordance with statutory requirements)

4.8.1 Service Support Hours

The Service Teams will deal with Managed Service operational and schedule enquiries. The Service Team will be contactable between the following hours excluding weekends and English bank and public holidays.

- **9:00 to 17:00**

5. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.		
Agree transition schedule.		



Provide specification of requirements for the data to be transferred.		
Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity). As standard data will be provided as an oracle database.		
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time. At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		

6. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for significant HR and Payroll service issues
Managed Services Director	0115 945 6000	Escalation point for significant HR and Payroll service issues

7. Glossary of Terms

Expression	Meaning
BACS	Bankers Automated Clearing Service – usual method of payment;



Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
HMRC	HM Revenue and Customs.
Data	Data is all data held in the Product.
Expression	Meaning
P60	Employees summary of total pay and deductions for the tax year.
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the Service.



SERVICE LEVEL AGREEMENT

Pension Admin Service (PAS)

Document Control

Version No.	Date of Issue	Status	Comments
1.0	15/06/2023		Creation of new SLA for Pension Administration Service



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1. Data Management

1.1 Overview

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Pension Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing, and maintenance of this information as part of the Managed Service being provided by the Company.



1.2 Policy

It is the policy of the Company that data and information will be made available to the Pension Team to perform the necessary pension administration required by their position to provide a Managed Service in line with the Contract between the Company and the Customer. The pension data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Controller. The Data Controller may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Third Party Services, e.g., Pension Funds, is the data 'Sub-Processor'.

1.3 Scope

This policy covers data entered by the Customer into the system for the purposes of pension processing by the Company's Pension Team. It is not intended to cover information on individual customer desktops, laptops, or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to ensure the data that is in the system is accurate to enable the pension team to report on it.

1.4 Revocation of data access

End of Affiliation: All Data Access will end when the Customer's affiliation with the Company ends for any reason.

1.5 Data Standards

The Customer must provide information via the system. Information provided through different delivery methods will not be processed.

Data Standard	KPI	Measurement
Format	All data provided to the Company for processing in the agreed data template.	100%
Quality	The quality of data provided to the Company for processing is measured via reporting errors.	100%
Method	Data provided to the Company for processing must be via the payroll system.	100%



1.6 Data Management

This section outlines how personal data will be managed by both the Customer (data 'Controller') and the Company (data 'Processor'). All personal data will be processed in line with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Activity	Company	Customer
Provide a secure method (SFTP) of sending pension remittances.		
Provide pension details/ forms for the use of processing in the agreed data templates and via the secure method (SFTP) provided by the Company.		

2. Service Provision

2.1 Introduction

If the standard submission date falls on a non-Working Day, the submission date will be brought forward to the earliest available Working Day.

If the Customer wishes the Company to own the submission of Pension Returns to the appropriate Portal / Website, then the output files must be scoped and built by the Company to ensure the format is fit for purpose.

All returns will be tested prior to the Go-Live of the Pension Administration Format. The Company will only be responsible for any remittance queries from the date of first live run.

Any changes to reporting or administration requirements will follow the Company's Change Control process.

2.2 Private Pension Fund Pension Remittance Service

Pension Managed Service	Company	Customer
Review any errors that are highlighted by the Pension Fund		
Send any required data corrections back to the customer with suggestions on how to correct		
Correct data issues that are flagged by the Company		
Pension Managed Service	Company	Customer
Populate Pension Returns		
Submission of Pension Returns via the agreed method area in line with agreed schedules		



2.3 Private Pension Fund Pension Administration Service

Pension Managed Service	Company	Customer
Notify pension providers of changes to employee's payroll data which could include starters, leavers, hours and basis, position using standard output		
Respond to queries from pension funds.		
Respond to queries from MHR Pension Team		
Manage and respond to specific employee queries provided by the Customer or Pension Fund, regarding the pension administration.		
Complete other forms as may be required by a pension fund, e.g., retirement estimate requests, requests to buy back contributions.		
Management of employee opts in and opt outs		

2.4 LGPS Pension Remittance Service

Pension Managed Service	Company	Customer
Review any errors that are highlighted by the Pension Fund		
Send any required data corrections back to the customer with suggestions on how to correct		
Correct data issues that are flagged by the Company		
Populate Pension Returns		
Submission of Pension Returns via the agreed method area in line with agreed schedules		

2.5 LGPS Pension Administration Service

Pension Managed Service	Company	Customer
Notify pension providers of changes to employee's payroll data which could include starters, leavers, hours and basis, position using standard output		
Pension Managed Service	Company	Customer
Respond to queries from pension funds.		
Respond to queries from MHR Pension Team		
Manage and respond to specific employee queries provided by the Customer or Pension Fund, regarding the pension administration.		



Complete other forms as may be required by a pension fund, e.g., retirement estimate requests, requests to buy back contributions.		
Management of employee opts in and opt outs		

2.6 NHS Pension Remittance Service

Pension Managed Service	Company	Customer
Review any errors that are highlighted by the Pension Fund		
Send any required data corrections back to the customer with suggestions on how to correct		
Correct data issues that are flagged by the Company		
Populate Pension Returns		
Submission of Pension Returns via the agreed method area in line with agreed schedules		
Complete annual update		

2.7 NHS Pension Administration Service

Pension Managed Service	Company	Customer
Manage POL completing all required forms throughout the year		
Respond to employee queries		
Complete all paper forms started by employees and submit to the fund		
Answer any specific employee queries that are raised by the Company		
Management of employee opts in and opt outs		

2.8 Teachers' Pension Remittance Service

Pension Managed Service	Company	Customer
Generate MCR and create Pension Remittance Template		
Review of data and provide errors and warnings		
Correct any data issues		
Submit files to Pension Provider		
Send rejection errors where applicable		



Correct errors identified by rejection report		
System to be corrected to ensure errors are resolved for the following month		
Missing service extracted and held for following period where updates will be required in the following month's submission template		

2.9 Teacher's Pension Administration Service

Pension Managed Service	Company	Customer
Tasks in task manager actioned accordingly		
Service queries to be addressed		
Non MPO member report to be reviewed and actions applied		
Generalised email queries to be responded to		
Pension Portal Employer mailbox to be managed		
MCR data mailbox to be managed		
Completion of hard copy paper forms for non-portal members		
Missing service extracted and held for following period where updates will be required in the following month's submission template		

2.10 MyCSP Pension Remittance Service

Pension Managed Service	Company	Customer
Generate interface files for current period		
Collate errors from incomplete file and send to customer for review/resolution where required		
Confirm the fixes required have been completed where applicable or confirm to submit file as is		
Rerun interface where required and submit through fund to connect		
The DVR report will be reviewed and responded to		

2.11 Pension Enquiry Service

Pension Enquiry Service	Company	Customer	N/A
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Respond to pension queries from the Customer's authorised representatives. All relevant information must be provided when making an enquiry, including employee name, payroll number, and either date of birth or NI Number.			
Provide a telephone contact between the hours of 09:00 and 17:00			

3. Change Control

A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.

System Configuration	Company	Customer	N/A
Supply definitions of required system configuration changes, this will include but not limited to: <ul style="list-style-type: none">• Elements ○ Payments ○ Deductions ○ Benefits• Calculations• Term and Conditions ○ Pensions ○ Absence ○ Car Mileage• Costing Rules• Grades and Scale Points			
Investigate and clarify requirements where necessary, and then provide an estimate for the cost, timing, and impact (if any) of			



System Configuration	Company	Customer	N/A
the change			
Specify changes to application configuration.			
Provide necessary documentation detailing the Cost and timings along with a completed Change Control Request Form			
Approve amendments required prior to work commencing			
Agree implementation plan for any changes			
Incorporate agreed changes to System set-up in Test Environment in accordance with the specification			
Incorporate agreed changes to employee records in Test Environment in accordance with the specification			
Sign off and approval of acceptance testing			
Authorise configuration changes to be applied to Live Environment			
Implement configuration amendment in Live Environment			
Sign off amendments as complete			

4. Processing Schedules

Pension Return submission dates and administration submissions will be agreed as part of the onboarding process, a standard schedule with agreed dates will be created and used by both the Company and Customer.

The scheduled submission date will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

If the Customer fails to meet any of the agreed timescales for which they have actions, then the resulting additional pressure on the Service may result in late submissions and/or incomplete submissions on pension returns concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.



4.1 Service Level Objectives

Activity	Achievement Target	Comments
Produce Submission on Schedule	100%	
Achieve Pension Submission deadlines to schedule	100%	
Dispatch of Pension Submission to schedule	100%	
Pension Queries (Current Tax Year)	80%	Within 5 working days of receipt
	20%	Within 10 working days of receipt
Pension Queries (Previous Tax Year)	80%	Within 10 working days of receipt
	20%	Within 15 working days of receipt
Pension Year End Queries	100%	Within 30 working days of receipt

4.2 Managed Service Support Hours

The Pension Team will deal with pay enquiries, operational and schedule enquiries. The Payroll Team will be contactable between **09:00 – 17:00 (GMT)**, excluding weekends and English bank and public holidays.

5. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements, and milestones to achieve the transfer of Customer data.		
Agree transition schedule.		
Provide specification of requirements for the data to be transferred.		
Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity).		
As standard data will be provided as an oracle database.		



For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time.		
Exit Management Responsibilities	Company	Customer
At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		

6. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Service Team Leader	0115 945 6000	First point of contact of any escalations relating to the service
Head of Service Management	0115 945 6000	Second point of contact for escalations around service issues
Managed Services Director	0115 945 6000	Escalation points for significant Pension service issues.

7. Definitions

Expressions within this document shall have the same meaning as in the Agreement or shall have the following meanings unless inconsistent with the context:

Expression	Meaning
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as "Supplier", "Licensor", "Seller", or any other term defined in an agreement to denote MHR International UK Limited as the software provider.



Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
DVR	MyCSP error/query report released by the fund based on the interface files received
Portal/ Website	Site where pension remittances and changes are submitted to pension provider
SFTP	Secure site used for transferring processing data and reports between the Company and the Customer
Portal/ Website	Area where pension remittances are submitted to pension provider
POL	Pensions online
MPO	Member pension online account



SERVICE LEVEL AGREEMENT

P11D Service





Document Control

Version No.	Date of issue	Authors	Status	Comments
1.0	08/03/2021	Gemma Wright	Draft	P11D Service SLA created.
1.1	11/03/2021	James Manning/ Rachel Dove/ Rachael Benner	Draft	Update to wording and font.
1.2	01/12/2021	MHR	Final	Updated Service
1.3	31/07/2023	MHR	Final	Online Version



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1 Introduction

1.1 Purpose

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

1.2 Objective of the Service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items that sit outside of this would need to be scoped, costed, and agreed.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining responsibilities.
- Ensuring effective management of the P11D Service.



- Defining effective communication channels.
- Documenting problem resolution and escalation processes.

1.3 Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol “ ” within the tables of this document.

2 Overview of Provision

SERVICES IN SCOPE
Extraction of data from the Product
P11D submission to HMRC
P11D(b) submission to HMRC
P11D Nil Submission to HMRC
P11D dispatch to Employee

3 Data Management

3.1 Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Operations Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing, and maintenance of this information as part of the Managed Service being provided by the Company.

3.2 Policy

It is the policy of the Company that data and information will be made available to the Payroll team to perform the necessary processing required by their position to provide Managed Services in line with the Contract between the Company and the Customer. The benefit data will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Owner. The Data Owner may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Data Owner is the data 'Controller' = the Customer
- Third Party Services (optional – benefit statement printing services) is the data 'SubProcessor'.

3.3 Scope

This policy covers data entered by the Customer into the payroll system and P11D processing software for the purposes of P11D processing by the Company's Payroll Operations. It is not intended to cover information on individual customer desktops, laptops or mobile devices nor information held within other Customer applications.



It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for the annual production of P11D data. It is also the Customer's responsibility to supply the data to the Company's Payroll Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of P11D Production.

3.4 Revocation of Data Access

End of Affiliation: All Data Access will end when the Customer's affiliation with the Company ends for any reason.

3.5 Data Standards

All data must be provided to the Company in standard data format set out by the Company. The format will be explained to the Customer as part of the implementation as will the quality of data required.

Where incorrect or incomplete data is supplied to the Company it will be returned to the appropriate Customer representative to correct and resubmit. If this is then submitted outside the scheduled timescales it will not be processed unless requested and authorised by the Customer, in which case additional service charges will be levied as detailed below and agreed P11D processing scheduled dates may not be met by the Company.

The Customer must provide the information via SFTP. Information provided through different delivery methods will not be processed.

Data Standard	KPI	Measurement
Format	All data provided in the agreed data conversion format and method.	100%
Quality	Quality of data provided, this is measured through any inaccuracies or data sent back to managers to complete.	100%
Method	Data provided in SFTP	100%

3.6 Data Management

This section outlines how personal data will be managed by both the Customer (data 'Controller') and the Company (data 'Processor'). All personal data will be processed in line with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Activity	Company	Customer
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Provide payroll input data for the period in the prescribed data collection templates and through the secure FTP site method provided by the Company.		
Provide a secure method of processing payroll input data.		

4 Managed Services

4.1 Provision

The submission of P11D data and dispatch of employee P11Ds will take place in line with HMRC statutory submission deadline.

Data must have been sent by the cut-off date as per the P11D processing schedule. Failure to supply the P11D data by this date by the Customer means the data will be processed late and may not be submitted to HMRC or dispatched to employees on time.

4.2 P11D Service

This service is only applicable to this Service level Agreement if procured in a signed Order Document:

ACTIVITY	Company	Customer	N/A
Provide details of service requirements for each active PAYE reference via the P11D Service Requirement Form.			
Extract benefit values and other required details from the Product in line with the P11D Service Requirement Form and supply to the Customer via SFTP. <i>*Requires the data to be stored in iTrent and Business Objects. Further service charges may apply.</i>			
Populate the P11D Data Import Template with the extracted data from the Product.			
Populate the P11D Data Import Template with any benefits to be included in the P11D/P11D(b) that are not recorded within the Product.			
ACTIVITY	Company	Customer	N/A
Submit the completed P11D Data Import Template to the Company by the P11D processing schedule date.			
Complete and Submit to MHR the P11D Nil Submission Form, if applicable.			
Produce a draft copy of the P11D Benefit Statements			
Provide Customer with PDF copy of the data for verification.			
Provide to the Customer any P11D data load exceptions for resolution.			
Check the draft P11D information, resolve data load exceptions and make corrections via the P11D Data Import Template.			



Approve P11D 1 st Drafts.			
Dispatch 1 st Drafts as per requested method on the P11D Service Requirement Form.			
Collate any advised amendments from Employees.			
Update the P11D Data Import Template used to submit the original data with any required amendments.			
Make changes as required.			
Produce Final P11D Benefit Statements.			
Approve Final P11D Benefit Statements.			
Create P11D(b)			
Submit P11D(b) to HMRC			
Complete Nil Submission Process with HMRC			
Customer to complete the payment of the Class 1A NICs to HMRC.			
Collate any P11D amendments following the HMRC submission.			
Provide amendments to the Company via the P11D Data Import Template.			
Notify HMRC of the P11D Amendments. *This item attracts additional Service Charges if the responsibility is chosen to be that of the Company.			

4.3 Processing Schedule

The following table lists the annual activities and their statutory deadlines (as applicable).

Activity	Statutory Deadline
Provide P11D to employees by	6/7
Submit P11D to HMRC by	6/7
Submit P11D(b) to HMRC by	6/7

4.4 Service Level Objectives

Activity	Achievement Target	Comments
Submission of P11D to HMRC	100%	By scheduled date (in accordance with statutory requirements)
Submission of P11D(b) to HMRC	100%	By scheduled date (in accordance with statutory requirements)
Activity	Achievement Target	Comments
Distribution of P11D to Employees	100%	By scheduled date (in accordance with statutory requirements)

5 Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.



Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for significant Payroll service issues
Managed Services Director	0115 945 6000	Escalation point for significant Payroll service issues

6 Glossary of Terms

Expression	Meaning
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
HMRC	HM Revenue and Customs.
Data	Data is all data relating to the production of the P11D.
P11D	Statutory annual return of expenses and benefits for certain employees or directors.
P11D(b)	Covering Certificate for forms P11D.
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service.

End of Document



SERVICE LEVEL AGREEMENT

P11D Submission Only Service





Document Control

Version No.	Date of issue	Authors	Status	Comments
1.0	08/03/2021	Gemma Wright	Draft	P11D Service SLA created.
1.1	11/03/2021	James Manning/ Rachel Dove/ Rachael Benner	Draft	Update to wording and font.
1.2	04/05/2021	MHR	Final	Update to wording
1.3	20/09/2022	MHR	Final	Added Year of service
1.4	31/07/2023	MHR	Final	Online Version



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1 Introduction

1.1 Purpose

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

Each party acknowledges that this Service Level Agreement is only valid if:

The P11D Submission Only service has been purchased as a standalone service and is accompanied by an agreement signed by the Customer.

1.2 Objective of the Service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items that sit outside of this would need to be scoped, costed, and agreed.



The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining responsibilities;
- Ensuring effective management of the P11D Service;
- Defining effective communication channels;
- Documenting problem resolution and escalation processes.

1.3 Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol " " within the tables of this document.

2 Overview of Provision

SERVICES IN SCOPE
P11D(b) submission to HMRC

3 Data Management – Managed Services

3.1 Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Operations Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing, and maintenance of this information as part of the Managed Service being provided by the Company.

3.2 Policy

It is the policy of the Company that data and information will be made available to the Payroll team to perform the necessary processing required by their position to provide Managed Services in line with the Contract between the Company and the Customer. The benefit data will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Owner. The Data Owner may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Data Owner is the data 'Controller' = the Customer
- Third Party Services (optional – benefit statement printing services) is the data 'SubProcessor'.

3.3 Scope

This policy covers data entered by the Customer into the payroll system and P11D processing software for the purposes of P11D processing by the Company's Payroll Operations. It is not intended to cover information on individual customer desktops, laptops or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for the annual production of P11D data. It is also the Customer's responsibility to



supply the data to the Company's Payroll Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of P11D Production.

3.4 Revocation of Data Access

End of Affiliation: All Data Access will end when the Customer's affiliation with the Company ends for any reason.

3.5 Data Standards

All data must be provided to the Company in standard data format set out by the Company. The format will be explained to the Customer as part of the implementation as will the quality of data required.

Where incorrect or incomplete data is supplied to the Company it will be returned to the appropriate Customer representative to correct and resubmit. If this is then submitted outside the scheduled timescales it will not be processed unless requested and authorised by the Customer, in which case additional service charges will be levied as detailed below and agreed P11D processing scheduled dates may not be met by the Company.

The Customer must provide the information via SFTP. Information provided through different delivery methods will not be processed.

Data Standard	KPI	Measurement
Format	All data provided in the agreed data conversion format and method.	100%
Quality	Quality of data provided, this is measured through any inaccuracies or data sent back to managers to complete.	100%
Method	Data provided in SFTP	100%

3.6 Data Management

This section outlines how personal data will be managed by both the Customer (data 'Controller') and the Company (data 'Processor'). All personal data will be processed in line with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Activity	Company	Customer
Provide payroll input data for the period in the prescribed data collection templates and through the secure FTP site method provided by the Company.		
Provide a secure method of processing payroll input data.		



4 Managed Services

4.1 Provision

The submission of P11D (B) data will take place in line with HMRC statutory submission deadline.

Data must have been sent by the cut-off date as per the P11D processing schedule. Failure to supply the P11D data by this date by the Customer means the data will be processed late and may not be submitted to HMRC or dispatched to employees on time.

4.2 P11Db submission Service

This service is only applicable to this Service level Agreement if procured in a signed Order Document:

4.3 Processing Schedule

The following table lists the annual activities and their statutory deadlines (as applicable).

Activity	Statutory Deadline
Submit P11D(b) to HMRC by	1/1

4.4 Service Level Objectives

Activity	Achievement Target	Comments
Submission of P11D(b) to HMRC	100%	By scheduled date (in accordance with statutory requirements)

5 Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for significant Payroll service issues
Andrew Hames Managed Services Director	0115 945 6000	Escalation point for significant Payroll service issues

6 Glossary of Terms

Expression	Meaning
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”,



“Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.

HMRC	HM Revenue and Customs.
Data	Data is all data relating to the production of the P11D.
P11D	Statutory annual return of expenses and benefits for certain employees or directors.
P11D(b)	Covering Certificate for forms P11D.
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service.

End of Document



SERVICE LEVEL AGREEMENT

P46(car) Service





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Document Control

Version No.	Date of issue	Authors	Status	Comments
1.0	08/03/2021	Gemma Wright	Draft	P46(car) Service SLA created.
1.1	11/03/2021	James Manning/ Rachel Dove/ Rachael Benner	Draft	Update to wording and font.
1.2	11/05/2021	MHR	Final	Update to wording
1.3	31/07/2023	MHR	Final	Online Version



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1 Introduction

1.1 Purpose

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

Each party acknowledges that this Service Level Agreement is only valid if:

- The Customer has signed an agreement for the provision of HR and/or Payroll services and it specifies the inclusion of the P46 Car service.
OR
- The P46 Car Service has been purchased as a standalone service and is accompanied by an agreement signed by the Customer.



1.2 Objective of the Service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items that sit outside of this would need to be scoped, costed, and agreed.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining responsibilities;
- Ensuring effective management of the P46(car) Service;
- Defining effective communication channels;
- Documenting problem resolution and escalation processes.

1.3 Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol " " within the tables of this document.

2 Overview of Provision

SERVICES	Provided
P46(car) Data Entry into the Product	
Extraction of vehical data from the Product	
P46(car) Submission to HMRC	

3 Data Management – Managed Services

3.1 Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Operations Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing, and maintenance of this information as part of the Managed Service being provided by the Company.

3.2 Policy

It is the policy of the Company that data and information will be made available to the payroll team to perform the necessary processing required by their position to provide Managed Services in line with the Contract between the Company and the Customer. The company car data will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Owner. The Data Owner may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Data Owner is the data 'Controller' = the Customer



- Third Party Services (optional – P46(car) submission services) is the data ‘Sub-Processor’.

3.3 Scope

This policy covers data entered by the Customer into the payroll system for the purposes of P46(car) processing by the Company’s Payroll Operations. It is not intended to cover information on individual customer desktops, laptops, or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for the processing of the P46(car) information. It is also the Customer’s responsibility to supply the data to the Company’s Payroll Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of processing P46(car) information.

3.4 Revocation of Data Access

End of Affiliation: All Data Access will end when the Customer’s affiliation with the Company ends for any reason.

3.5 Data Standards

All data must be provided to the Company in standard data format set out by the Company. The format will be explained to the Customer as part of the implementation as will the quality of data required.

Where incorrect or incomplete data is supplied to the Company it will be returned to the appropriate Customer representative to correct and resubmit. If this is then submitted outside the scheduled timescales it will not be processed unless requested and authorised by the Customer, in which case additional service charges will be levied as detailed below and the agreed P46(car) processing scheduled dates may not be met by the Company.

The Customer must provide the information via SFTP. Information provided through different delivery methods will not be processed.

Data Standard	KPI	Measurement
Format	All data provided in the agreed data conversion format and method.	100%
Quality	Quality of data provided, this is measured through any inaccuracies or data sent back to managers to complete.	100%
Method	Data provided in SFTP	100%

3.6 Data Management

This section outlines how personal data will be managed by both the Customer (data ‘Controller’) and the Company (data ‘Processor’). All personal data will be processed in line with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).



Activity	Company	Customer
Provide payroll input data for the period in the prescribed data collection templates and through the secure FTP site method provided by the Company.		
Provide a secure method of processing payroll input data.		

4 Managed Services

4.1 Provision

Data must have been sent by the cut-off date as per the Payroll processing schedule. Failure to supply the P46(car) information by this date by the Customer means the data will be processed late and may not be submitted to HMRC on time.

4.2 P46(car) Service

This service is only applicable to this Service level Agreement if procured in a signed Order Document:

ACTIVITY	Company	Customer	N/A
Company Vehicle Input			
Company Vehicle data to be supplied to the Company via standard data conversion templates as part of payroll cycle input.			
Company to process the Company Vehicle data into the Product.			
Provide exceptions to the Customer for resolution.			
Resolve exceptions and submit to the Company for processing via the standard data template.			
Process exception amendments in the Product.			
HMRC Submission			
Extract Vehicle Data from the Product and supply to the Customer via SFTP. <i>*Requires the data to be stored in iTrent and Business Objects. Further service charges may apply.</i>			
Populate the P46(car) Data Template with P46 Car information. <i>*Whereby customer does not store vehicle data in the product.</i>			
Submit the completed P46(car) Data Template to the Company as per the agreed schedule. <i>*Whereby customer does not store vehicle data in the product.</i>			
Produce the P46(car) Submission Data File			
Provide to the Customer any P46(car) data load exceptions for resolution.			
Approve P46(car) Data File for Submission			
Submit P46(car) Data to HMRC			



4.3 Processing Schedule

The P46(car) data will be processed into the Product and treated as per standard payroll input in line with the frequency of the payroll cycle.

The following table lists the P46(car) change periods and their statutory deadlines (as applicable).

Date of Car Change	Statutory Deadline
6 th January to 5 th April	5 th April (Electronic Form)
6 th January to 5 th April	3 rd May (Printed Form)
6 th April to 5 th July	2 nd August
6 th July to 5 th October	2 nd November
6 th October to 5 th January	2 nd February

4.4 Service Level Objectives

Activity	Achievement Target	Comments
Submission of P46(car) Data to HMRC	100%	By scheduled date (in accordance with statutory requirements)

5 Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Head of Services	0115 945 6000	Escalation point for significant Payroll service issues
Managed Services Director	0115 945 6000	Escalation point for significant Payroll service issues

6 Glossary of Terms

Expression	Meaning
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.



Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
HMRC	HM Revenue and Customs.
Data	Data is all data relating to the submission of the P46(car) information.
P46(car)	The P46(car) form is used by employers to send in details of company car changes to HMRC.
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service.

End of Document



SERVICE LEVEL AGREEMENT

MHR Assist





1. Document Control

Version No.	Date of issue	Status	Comments
2.0	11/01/2021	Issued	
2.1	19/01/2021	Issued	Minor updates
2.2	20/01/2021	Issued	Minor updates
2.3	26/01/2021	Issued	Minor updates
2.4	27/04/2021	Issued	Minor updates
2.5	26/05/2021	Issued	Minor updates
3.0	15/10/2021	Issued	Major updates
4.0	01/07/2022	Issued	Minor updates
5.0	31/07/2023	Issued	Review and amends
5.1	12/11/2023	Issued	Update to escalation contacts



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3. Introduction

3.1 Purpose

This Service Level Agreement (SLA) defines the Services provided by the Company (**MHR**), which are delivered to the Customer (**You**) for the service hours purchased. It also defines the service and the service level with the objective of:

- Clearly defining responsibilities
- Defining the MHR Assist Service that will be provided to the Customer.
- Defining effective communication channels
- Documenting problem resolution and escalation processes

Any questions or clarification regarding the SLA should be referred to your Account Manager.

3.2 MHR Assist – services in scope

The following products and services are **in scope** for MHR Assist:

In scope services
Cyber security support (see section 3.2.2)
Additional consultancy and project management during implementation
Advice & Guidance across any MHR product and MHR supplied third-party products
Business Intelligence advisory requests to include security requests, report fixes or configuration changes
Changes to configuration across any MHR product and MHR supplied third-party products
Cloud Service configuration and service requests (see section 3.2.1)
Configuration reviews for any MHR product or MHR supplied third-party products
Configuration updates for standard MHR interfaces; for example, General Ledger



HR Advisory and employee relations advice
Implementation of new features and modules (iTrent and People First platforms), including configuration
Initial iTrent or People First implementation consultancy and project management with additional requirements
New business intelligence report writing or completion of report
On premise upgrade support for iTrent and MHR supplied third-party products
Security reviews and assessment of iTrent and People First, MHR supplied third-party products
Software and technical health checks
Support for post upgrade actions
System Administration support for iTrent and People First, MHR supplied third-party products
Training & Knowledge transfer (see section 3.2.3)
UAT and post go-live support
Investigation or review services provided to the Customer by the Company's Data Protection Officer for any data incidents caused by the Customer

3.2.1 Cloud Services

The scope of services for Cloud Services, include work and support that is not already covered within the Cloud Service SLA such as:

- IP Whitelisting changes
- Database copies
- Expired certificate support

3.2.2 Cyber Security



The scope of services provided for Cyber Security support are:

- Audit log analysis
- Network traffic forensics (for hosted customers)
- Highlighting potentially suspicious activity for further investigation
- Undertaking response actions such as password reset and access right review.
- Production of incident report and timeline

3.2.3 Training & Knowledge Transfer

The scope of Training & Knowledge Transfer is as follows:

- Introduction to iTrent and People First
- Consultancy knowledge transfer

3.3 MHR Assist – services out of scope

The following products and services are out of scope for MHR Assist:

Out of scope
Examination of any systems or services that were not purchased from MHR
iTrent or People First implementation consultancy and project management included as part of fixed-price or TPM. (MHR Assist can be used to 'top-up' hours for any extended or additional project activities)
Major legislation updates to the product (e.g. RTI) does not include general legislative updates (e.g. updates to tax year end) as defined in the MHR contract – variations may occur in contracts such as GCloud, other government frameworks.
Public Training Courses
Purchasing of new software modules
Specifically related to Cyber Security: <ul style="list-style-type: none">• Investigation with employees to validate potentially suspicious behaviour.• Communication to any third parties about the incident, such as management, employees, regulators, or suppliers• Overall co-ordination of the incident.



The SLA covers only the areas stated, anything not detailed will not be covered as standard. Requests for services not in scope, should be referred to your MHR Project Manager or Account Manager (AM)

3.4 Exceptions

The following are **exceptions** related to the provision of the MHR Assist service:

Exceptions
There may be the requirement for a database to be copied from Live to Test prior to any amendments being performed to the configuration of your system. Where a database copy request is required, the MHR Assist time will start once the database copy has been completed.
If a defect has been resolved in a future release, service pack or hotfix, the preference of MHR is to install the latest software updates – no hours will be consumed. MHR Assist Hours will be consumed if you choose not to install any hot fix or service pack and a new alternative solution is required.
MHR Assist Hours will not be consumed if an issue is solely caused by MHR, such as rework of configuration or software defect.
Out of hours work where agreed in advance will consume double the number of hours.

3.4.1 How are hours consumed?

Requests are made to the MHR Service Cloud. The MHR Assist team will contact you to discuss your requirements and confirm how many hours will be required to complete the work. The minimum time allocation is 15-minutes.

For some uses of MHR Assist hours, a higher charge rate will be used – all charge estimates will be discussed prior to work commencing.

If additional hours, from your allocation, are required to complete a service request, this will be confirmed with you, prior to the hours being consumed.



Charges for cancellation or postponements by the Customer of a work assignment shall be made pursuant to the following calculations.

If the Customer cancels or postpones;

- (a) more than 15 Working Days equals no charge;
- (b) fewer than 15 clear Working Days equals 50% of the relevant Charges; or
- (c) fewer than 5 clear Working Days equals 100% of the relevant Charges.

In each case the calculation is made from the scheduled date of such work assignment. The Customer accepts and agrees that the fees outlined above represent a genuine preestimate of loss which shall be deducted from the customers MHR Assist allowance to the Company, upon demand.

3.4.2 Additional Hours

If you do not have enough hours in your MHR Assist allocation for a service request to be



delivered, additional hours can be purchased through your MHR Project Manager or Account Manager (AM).

3.4.3 Hours of Operation

The MHR Assist Service operates **Monday to Friday** (excluding English Bank Holidays) between **9am – 5pm**.

4. Process & Responsibilities

	Company	Customer
Work Requests		
Raising a Work Request		✓
Work request is to be raised via the Service Cloud		✓
Work request raised by nominated employee		✓
Work request responded to within 1 hour	✓	
Investigate and clarify requirements where necessary, and then provide an estimate for work to be completed, timing and (if any) impact of change	✓	
Change Control Requests (CCR)		
In circumstances where MHR Assist are required to update/change configuration in the system a CCR form must be completed on the service request case	✓	✓
The CCR form will be approved by the nominated user		✓
The change will be made in the test system in accordance with specification	✓	
Sign off and approval of acceptance testing		✓
Authorise configuration to be applied to Live		✓
Implement configuration changes to be applied to live environment	✓	



Sign off changes in Live		✓
Service Usage		
The units purchased shall be called off in 15-minute periods of time, with 15-minutes the minimum usage per session	✓	
As and when MHR Assist is used, the hours will be automatically	✓	

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deducted from the customers balance		
Any report writing requests will be estimated prior to the work taking place	✓	
Hours available will be available on the Service Cloud Portal	✓	
If a work request is not covered by this SLA, MHR will notify the Customer within 1 full working day following the date of the request and will recommend additional supporting services.	✓	
Any hours not used within the contracted period (12 months) will expire and will not be carried forward	✓	✓
Cancellation Charges will be incurred as follows: If the Customer cancels or postpones; 1. more than 15 Working Days equals no charge; 2. fewer than 15 clear Working Days equals 50% of the relevant Charges; or 3. fewer than 5 clear Working Days equals 100% of the relevant Charges.	✓	✓

5. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts. Please follow the escalation route:



Escalation Level	Contact	Telephone	Responsibilities
Tier 1	MHR Assist Team MHRassist@mhrglobal.com	0115 945 6944	Initial Escalation Route
Tier 2	Adam Bridges MHR Assist Consultancy Manager Adam.Bridges@mhrglobal.com	0115 945 6000	Escalation point for significant MHR Assist Service Issues

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Tier 3	Service Delivery Director Lauren.Zarattini@mhrglobal.com	0115 945 6000	Escalation point for significant HR, Payroll and Technical service issues
Tier 4	Iain Moffat Chief Delivery Officer Iain.Moffat@mhrglobal.com	0115 945 6000	Chief Delivery Officer responsible for all Professional Services Consultancy



END OF DOCUMENT

Service Level Agreement: MHR Assist.V5.1

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SERVICE LEVEL AGREEMENT

Transactional Service



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1. Introduction

1.1 Purpose

The Service Level Agreement defines the services provided and managed by the Company to the Customer.

1.2 Objective of the Service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items not specifically discussed in this document are excluded and would need to be scoped, costed, and agreed separately.

The Service Level Agreement defines the service and the service level with the objective of:



- Clearly defining roles and responsibilities
- Ensuring services are clearly understood
- Defining effective communication channels
- Documenting problem resolution and escalation processes
- Defining software service availability

1.3 Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol “ ” within the tables of this document.

1.4 Overview of provision

SERVICES IN SCOPE	Section	Provided
Transactional Services	5	
Provision	5.1	
Payroll Enquiry Service	5.2	
System Administration	5.3	
Change Control	5.4	
BACS Services	5.5	
Printing Services	5.6	
Processing Schedules	5.7	
Service Level Objectives	5.8	
SERVICES IN SCOPE	Section	Provided
Exit Management	8	

2. Data Policy and Management

2.1 Data Ownership Policy

2.1.1 Purpose

The purpose of the **MHR** Data Ownership Policy is to provide guidelines for the **MHR** Payroll Operations Team, protected by law, or both. This policy describes the roles and responsibilities of



the individuals charged with the handling, processing, and the maintenance of this information as part of the Transactional service being provided by **MHR**.

2.1.2 Policy

It is the policy of the Company that data and information will be made available to the Payroll Team to perform the necessary payroll processing required by their position to provide a Payroll Processing Service in line with the Contract between the Company and the Customer. The payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Controller. The Data Controller may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Third Party Services, e.g. payslip printing services, is the data 'Sub-Processor'.

2.1.3 Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the **MHR** Payroll Operations. It is not intended to cover information on individual customer desktops, laptops, or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all HR & Payroll related data via the secure method supplied by **MHR** for every payroll processing period. It is also the Customers responsibility to supply the data to the **MHR** Payroll Operations Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of payroll processing.

2.1.4 Revocation of Data Access

End of Affiliation: All Data Access will end when the Customer's affiliation with **MHR** ends for any reason.

2.2 Data Standards

All data must be provided into **MHR** within the agreed standard data format. The format will be explained to the Customer as part of the implementation as will the quality of data required.

The customer must provide the information via SFTP. Information provided through different delivery methods will be rejected and not processed.

Data Standard	KPI	Measurement
---------------	-----	-------------



Format	All data provided in the agreed data conversion format and method	100%
Quality	Quality of data provided, this is measured through any inaccuracies and exceptions	100%
Method	Data provided either via SFTP or email	100%

2.3 Data Management

This section outlines how data will be managed by both the Customer and **MHR**. All data will be managed in line with the Data Protection Act 1998 and any subsequent revisions.

	MHR	Customer
Provide a secure method (SFTP) of sending payroll input data		
Provide payroll input data for the period in the agreed data template and via the secure method (SFTP) provided by the Company.		

2.4 Standard Payroll Processing

If the standard pay date falls on a non-banking day, the pay date will be amended in line with the agreed customer schedule.

Data must have been sent by the scheduled cut-off date. Failure to supply the payroll input by this date by the Customer means the payroll will be processed late and payments may not be made on time.

	MHR	Customer
Provide data input, including pension changes, Opt ins and Opt outs, in the agreed MHR standard format in line with the schedule.		
Enter the agreed input into the payroll system. Including pension changes, opt in and opt outs.		
Provide an 'Opt-out' facility for employees in line with Auto Enrolment legislation. Provide an 'Opt-out' facility as directed by each pension provider.		



Input individual tax code amendments, or import bulk uploads received via HMRC gateway.		
Check for tax code and student loan notification changes.		
Run pensions workplace assessment process produce eligibility reports and save in period processing folders.		
Run the payroll calculation process.		
Produce checking reports.		
Reconcile checking reports against original input received.		
Produce First set of standard reports and send to appointed Payroll contact.		
Check reports and notify MHR of any changes (any additional changes requested after the first run reports may become chargeable as an additional payroll run if these were not notified to MHR previously).		
Approve the Payroll.		
Produce the Final set of standard reports and send to appointed Payroll contact		
Apply changes within the payroll system during the standard payroll processing.		
Verify third party pension payments made via BACS to Pension provider bank account.		
Complete any correspondence with employees in line with any of the above.		

2.5 General Task Administration

The below table will outline tasks that are undertaken throughout the service(s) provision and the responsible entity. Any tasks that fall outside of this table may be chargeable in line with **MHR** standard pricing.

	MHR	Customer
Process all payroll input supplied for the period in the data load templates provided by MHR to the Customer.		
Calculate statutory payments and adjustments		



Supply occupational payments and adjustments (such as contractual sick pay, bonus, or commission payments etc.).		
Where applicable complete SMP1 or SSP1 forms and forward to the appointed contact for delivery to the employee(s).		
Handle any non-statutory deductions in line with the relevant standard PAY or DEDUCTION elements and make any subsequent payments to relevant third parties, where MHR is responsible for payments.		
Manage all statutory deductions in accordance with the relevant legislation and requirements and make any subsequent payments to relevant third parties, where MHR is responsible for payments.		
Bulk data changes such as Annual salary increase, annual bonus, bulk increases in pension percentage data should be supplied in accordance with payroll operating procedures. Dependent upon timing and complexity of the changes to be made this provision may become a chargeable item.		
Complete any correspondence with employees in line with any of the above.		

2.6 Real Time Information (RTI)

MHR will handle all RTI submissions as outlined in the below table. Any legislative changes that require any adjustment to these procedures may become chargeable to the Customer for our processes to remain compliant and to cover the setup of any additional procedures that may be required. Any tasks that fall outside of this table may be chargeable in line with **MHR** standard pricing.

	MHR	Customer
Create the Periodic Full Payment Summary (FPS) File.		
Provide advice and guidance on any data errors contained within the periodic FPS file.		
Complete required actions to address any data errors contained within the periodic FPS file.		
Submit the (corrected) FPS to HMRC as per the current legislation in line with the schedule.		
Create the periodic Employer Payment Summary (EPS) file.		
Provide advice and guidance on any data errors contained within the periodic EPS file.		



Complete required actions to address any data errors contained within the periodic EPS file.		
Submit the EPS to HMRC as per the current legislation in line with the schedule.		

2.7 BACS Services

Where **MHR** is to make payments on behalf of the Customer the following table outlines the processes that will be followed.

	MHR	Customer
Run BACS process log, check and take appropriate action if required		
Produce a BACS authorisation form detailing all payments to employees and relevant third parties and send to appointed contact for approval.		
Sign the BACS authorisation form for each transmission of employee or third-party payments entering totals and BACS date		
Transmit the BACS file.		
Retrieve and distribute BACS input reports.		
Maintain appropriate limits with BACS to ensure control over payments.		
Complete any non-BACS payments for employees or third parties, and payment to employees or third parties that are not being made by MHR .		
Ensure sufficient funds are available in the source bank account to fund the BACS prior the payment date in line with the schedule. Not providing sufficient cleared funds will result in late or nonpayment to Customer employees. MHR must receive cleared funds no later than 1 full working day before payments are due.		

	MHR	Customer
Ensure the bank holding the source account has given the appropriate permissions for MHR to transmit the BACS file on behalf of the Customer (where MHR is required to make payments from the Customer's account). This information MUST be supplied in line with the Customers processing schedule no later than three working days before BACS transmission		



Inform MHR of any changes to the source bank account or BACS user number, This information MUST be supplied in line with the Customers processing schedule no later than three working days before BACS transmission		
Where paid from Customer Account: If an error occurs during processing the Customer will recall both individual and complete BACS transmissions including liaison with the banks and employees. Prompt error correction will be carried out by MHR new BACS files will be created. Where the error was on behalf of the Customer this will be chargeable in accordance with MHR standard pricing structure per half hour of work plus any costs associated with recalling the BACS.		

BACS TIMETABLE	
Day 1	BACS Submission Day
Day 3	BACS Processing Day
Day 4	Payments reach accounts

2.8 Post Processing

Following the standard payroll processing, **MHR** will carry out the following tasks in line with the agreed service(s) and the schedule.

Any tasks that fall outside of this table may be chargeable in line with **MHR** standard pricing.

	MHR	Customer
Produce and distribute a debit/credit analysis costing report to the appointed contact(s) in the standard format provided from the MHR payroll system. On the proviso that all costing analysis has been provided by the Customer during implementation.		
Clear down the Payroll.		

2.9 Year End Processing

Upon tax year end **MHR** will conduct the following tasks in line with the agreed service(s) and the schedule.

Any tasks that fall outside of this table may be chargeable in line with **MHR** standard pricing.

	MHR	Customer
Create and distribute P60's as per the agreed schedule.		



3. Service Level Objectives

3.1 Service Objective Levels



Activity	Achievement Target	Comments
Produce payroll on schedule	100%	
Achieve BACS deadlines to schedule	100%	
Dispatch of payroll output to schedule	99%	
MHR payroll processing content accuracy	98%	
Initial response to query	80%	Within ONE working c receipt
	95%	Within TWO working c receipt
	100%	Within FIVE working c receipt
Distribution of P60	100%	By scheduled date (in accordance with statute requirements)

3.2 Processing Schedules

Below is the Company's standard payroll schedules which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P – 9	17.30
Start Data processing	P – 8	9.30
Check payroll data	P – 7	9.30
Run Payroll calculation and iTrent reports	P – 7	12.30
Check and balance payroll	P – 7	15.00
Submit payroll reports to customer for checking	P – 6	10.00



Customer to notify of any amendments via MHR standard format These should be limited to <ul style="list-style-type: none"> Late leavers Bank changes 	P – 6	17.30
Activity	P -	Timing
Process and check amendments	P – 5	17.30
Run final GTN and reports	P – 4	15.00
Check and balance payroll	P – 4	17.30
Provide Final reports and produce BACS file	P – 3	9.30
Sign off BACS and payroll	P – 3	14.00
Transmit authorised BACS	P – 3	17.00
Payslips released	P – 3	17.30
Service available for input	P + 0	12.30

Below is the Company's standard weekly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the data submission time will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity – Weekly Schedule	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P – 4	9.00
Start Data processing	P – 4	9.30
Check payroll data	P – 4	14:00
Run Payroll calculation and iTrent reports	P – 4	14:30
Check and balance payroll	P – 4	17:30
Submit payroll reports to customer for checking	P – 4	17.30
Customer to submit amendments	P – 3	12.00
Process amendments	P – 3	14.00
Run final GTN and reports	P – 3	15.00
Check and balance payroll	P – 3	17:30
Provide Final reports and produce BACS file	P – 3	17:30
Sign off BACS and payroll	P – 2	14.00
Transmit authorised BACS	P – 2	15.00
Transfer payslips - payslips are to be provided on payday	P – 2	12:00



Service available for input	P + 0	12.30
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If the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

All payroll changes to be supplied as the information becomes available. Any information received after the input dates quoted will be carried forward to the next month's payroll.

3.3 Hours of Operation

Payroll Processing Service Support Hours

The Payroll Team will deal with Managed Service operational and schedule enquiries. The Payroll Team will be contactable between the following hours excluding weekends and English bank and public holidays.

- 9:00 to 17:00

4. Definitions

Expressions within this document shall have the same meaning as in the Agreement or shall have the following meanings unless inconsistent with the context:

Expression	Meaning
BACS	Bankers Automated Clearing Service – usual method of payment
Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.



HMRC	HM Revenue and Customs
MATB1	Form provided to pregnant employees by either their medical practitioner or the hospital detailing when the baby is due
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service
P11D	Statutory annual return of expenses and benefits for certain employees or directors
P11D(b)	Covering Certificate for forms P11D
e-P60	Employees summary of total pay and deductions for the tax year
RTI	Real Time Information – Communications sent to the HMRC on a periodic basis. This replaces the previous requirements for a P14, P32, paper P45 & P35
SFTP	Secure site used for transferring processing data and reports between MHR and the Customer
SMP1	Form issued to an employee if employed or treated as employed in the qualifying week and cannot get SMP or her entitlement ceases
SSP1	Form issued to an employee if they have been sick for four or more calendar days and they are not entitled to SSP or their entitlement to SSP stops but they are still sick
SOP	Standard Operating Procedures - Agreed documentation setting out the processes and dates to which both MHR and the Customer adhere to, to produce in period payroll and reports.
EAS	Employees Alignment Submission RTI Process that aligns existing employees with HMRC records by PAYE reference during implementation.
FPS	Full Payment Submission RTI process that updates HMRC with in period transactions by payroll.
Expression	Meaning
EPS	Employers Payment Submission RTI process that updates HMRC with recoveries by PAYE
AE	Auto Enrolment Government led initiative for all employees to have work place pension scheme
Deferral	Auto enrolment process that allows companies to stagger staging dates for employees
Opt out	Term used for employees leaving pension schemes under pension provider or legislative rules



Opt in	Term used for employees requesting to join a pension scheme before eligibility criteria is met.
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5. Document Control

Version No.	Date of Issue	Authors	Status	Comments
1.0	14/09/2017	Jeanette Wheeler	Archived	MHR International UK Limited
1.1	03/08/2020	Kelly Pygott	Archived	Reviewed
1.2	17/08/2021	MHR	Live	Amendments to BACS processing section
1.3	11/08/2022	MHR	Live	Amendments to document to remove Pension Admin and make servile level clearer
1.4	14/08/2023	MHR	Live	Online Version

People First Service Description

- **People First** is a multi-tenanted SaaS application deployed and hosted on Microsoft Azure.
- **People First** is PEN Tested Annually with Reports available to customers.
- **Encryption at all levels:** All traffic is encrypted in-transit using HTTPS, all data is encrypted at rest using transparent encryption AES 256.
- **Zero maintenance:** Fortnightly releases out-of-hours. Ensure the availability of the latest features.
- Single Sign-on (SSO) **People First** supports Azure AD, Okta, Google (Open ID Connect providers). **People First** also comes with Azure SSO out of the box.
- MHR Require Customers to ensure **MFA** is enabled protect their highly sensitive data.

People First Service levels

Uptime and recovery

Recovery point objective:	4 hours
Recovery time objective:	12 hours
Availability target:	99.8%
Automatic updates (out-of-hours):	Every 2 weeks

MHR Service Cloud: 24/7 Online service Cloud Support, FAQ, Knowledge base and Service requests.

Support Response:

Category A: 1 Hour plus 7 Hours to resolution (8 Hrs).

Category B: 5 Day Resolution

Category C: 30 Day Resolution to



Deployment region options	Primary location	Secondary location
UK	UK – West	UK - South
EU	North Europe (Ireland)	West Europe (Netherlands)



SERVICE LEVEL AGREEMENT

People First BACS Service





Document Control

Version No.	Date of Issue	Authors	Status	Comments
1.0	07/07/2023	MHR	Final	
1.1	31/08/2023	MHR	Final	Online version



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1. Introduction

Purpose

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

Objective of the service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items not specifically discussed in this document are excluded and would need to be scoped, costed, and agreed separately.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining roles and responsibilities
- Ensuring services are clearly understood
- Defining effective communication channels
- Documenting problem resolution and escalation processes
- Defining software service availability

Instructions

The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol " " within the tables of this document.

Overview of provision

SERVICES	Section	Provided
BACS Services	5.1	
System Administration	5.2	
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2. Data Management – Managed Services

Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Team. This policy describes the roles and responsibilities of the individuals



charged with the handling, processing and maintenance of this information as part of the Managed Service being provided by the Company.

Policy

It is the policy of the Company that data and information will be made available to the Payroll Team to perform the necessary payroll processing required by their position to provide Managed Services in line with the Contract between the Company and the Customer. The payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Controller. The Data Owner may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Third Party Services, e.g. payslip printing services, is the data 'Sub-Processor'.

It is the responsibility of the Customer to ensure that the Company employees are not set up as contacts (PSCs/ ACs) on client owned Service User Numbers.

Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the Company's Payroll Team. It is not intended to cover information on individual customer desktops, laptops or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for every payroll processing period. It is also the Customers responsibility to supply the data to the Company's Payroll Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of payroll processing.

Revocation of data access

End of Affiliation: All Data Access will end when the Customer's affiliation with MHR ends for any reason.

It is the Customer's responsibility to de register MHR as their BACS Bureau.

3. BACS

BACS Services

Payments to be made via BACS are detailed in the Payroll Service Requirement form during service implementation. These payments will be made on the dates shown. If this is a nonworking day, then the pay date will be amended in line with the agreed Customer schedule. These dates may also be varied by mutual consent of both the Customer and Company and by dates nominated by BACS as non-processing days.

BACS PROCESS	Company	Customer	N/A
Run the BACS file and report creation process for payments as defined in the Payroll Service Requirement form			



Run BACS Process Log, check and take appropriate action if required.			
Transfer BACS files to Company for transmission in			
BACS PROCESS	Company	Customer	N/A
accordance with The Schedule.			
Supply and maintain a list of authorised signatories.			
Transmit the BACS file.			
Maintain appropriate limits with BACS to ensure control over payments being made.			
Process any non-BACS payments for employees or third parties.			
Ensure sufficient funds are available in the source bank account to fund the BACS transmission. The funding of the BACS payments will be through the Customer's nominated bank account. The Company will not, under any circumstances, be liable for funding the payment or any other costs incurred as a result of the subsequent late availability of funds.			
Ensure the Bank holding the source account has given the appropriate permissions for the Company to transmit BACS files on the Customer's behalf.			
Inform Company of any changes to the source bank account or BACS user number.			
Recall complete BACS transmissions			
For the timely collection and verification of the following BACS reports: <ul style="list-style-type: none"> • BACS Input Report • Automated return of unapplied credits service report. • Advice of wrong account for automated credits service report. 			

BACS TIMETABLE	
Day 1	BACS Submission day
Day 3	BACS Processing day
Day 4	Payments reach accounts



Each of the days indicated must be nominated by BACS as a day on which processing may occur. These are normally Monday to Friday taking into account English Bank Holidays. The Company schedules BACS transmissions on the day before the submission day. This allows both Customer and Company contingency time in the event of difficulties.

The Company will not accept responsibility regardless of circumstances for late payments where the Customer stipulates transmissions must on a regular basis happen on transmission day.

4. System Administration

SYSTEM ADMINISTRATION	Company	Customer	N/A
Create new user accounts			
Define user and security profiles			
Create and maintain user and security profiles			
Release users whose user profile has been locked			
Make users inactive			
Re-set passwords			

5. Processing Schedules

Below is the Company's standard monthly payroll schedule for BACS only customer. This schedule will be utilised during processing of the BACS payment(s). The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P).

If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled BACS transmission date will be brought forward by public holidays and peaks of activity if required.

Activity	P -	Timing
Sign off BACS and payroll	P - 3	14.00
Transmit authorised BACS	P - 3	17.00
Service available for input	P + 0	12.30

Below is the Company's standard weekly payroll schedule for BACS only customer. This schedule will be utilised during processing of the BACS payment(s). The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P).



The scheduled BACS transmission date will be brought forward by public holidays and peaks of activity if required.

Activity – Weekly Schedule	P -	Timing
Transmit authorised BACS	P – 2	15.00
Activity – Weekly Schedule	P -	Timing
Service available for input	P + 0	12.30

If the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

In an exceptional circumstance the company retains the right to submit a payment file to the BACS clearing, in the event that the Customer fails to authorise the submission of that payment file, despite repeated attempts to contact the Customer.

Service Level Objectives

Activity	Achievement Target	Comments
Achieve BACS deadlines to schedule	100%	

Managed Service Support Hours

The Payroll Team will deal with Managed Service operational and schedule enquiries. The Payroll Team will be contactable between the following hours excluding weekends and English bank and public holidays.

6. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.		
Agree transition schedule.		
Provide specification of requirements for the data to be transferred.		



Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity). As standard data will be provided as an oracle database.		
Exit Management Responsibilities	Company	Customer
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time. At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		

7. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts:

Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for significant Payroll service issues
Managed Services Director	0115 945 6000	Escalation point for significant Payroll service issues

8. Glossary of Terms

Expression	Meaning
BACS	Bankers Automated Clearing Service – usual method of payment;
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.



Expression	Meaning
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the Service;
RTI	Real Time Information – Communications sent to the HMRC on a periodic basis. This replaces the previous requirements for a P14 & P35;

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SERVICE LEVEL AGREEMENT

People First Managed Payroll Service





Document Control

Version No.	Date of Issue	Authors	Status	Comments
1.0	15/08/2022	MHR	Draft	Creation of new SLA for People First Managed Service
1.1	09/09/2022	MHR	Live	Submitted for approval
1.2	20/11/2022	MHR	Live	Final
1.3	26/01/2023	MHR	Live	Removal of Cloud Services
1.4	15/02/2023	MHR	Live	Additional responsibilities added for BACS
1.5	06/03/2023	MHR	Live	Exit Plan added
1.6	01/09/2023	MHR	Live	Updated for online/ no system access



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1. Introduction

1.1 Purpose

This Service Level Agreement defines the services provided by MHR (“The Company”) to The Customer.

1.2 Objective of the Service

The objective is to deliver a timely, accurate and complete service to The Customer as per the details below. Any items not specifically detailed in this document are excluded and are subject to full scoping, costing, and separate agreement.

The Service Level Agreement defines the service levels with the objective of:

- Clearly defining roles and responsibilities.
- Ensuring services are clearly understood.
- Defining effective communication channels.
- Documenting issue resolution and escalation processes.
- Defining software and service availability

1.3 Instructions

- The services to be delivered by MHR, along with The Customer’s obligations are denoted by the symbol “ ” within the tables of this document.

2. Overview of Provision

SERVICES IN SCOPE	Section	Provided
Managed Payroll Service	5	
Provision	5.1	
Payroll Enquiry Service	5.2	
System Administration	5.3	
Change Control	5.4	
BACS Service	5.5	
Processing Schedules	5.6	
Service Level Objectives	5.7	



3. Data Management - Managed Services

3.1 Data Ownership Policy

The purpose of MHR's Data Ownership Policy is to support documented processes for MHR's Payroll Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing, and maintenance of this information as part of the Managed Service being provided by MHR.

3.2 Policy

It is the policy of MHR that data and information will be made available to the payroll administrator to perform the necessary HR & Payroll processing required by their position to provide managed services in line with the Contract between MHR and the Customer. The HR & Payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Owner. The Data Owner may be the owner of the entire data set or a segment of the data.

It is the responsibility of the Customer to ensure that the Company employees are not set up as contacts (PSCs/ ACs) on client owned Service User Numbers.

3.3 Scope

This policy covers data entered by The Customer into the Core system for the purposes of payroll processing by MHR's Payroll Team. It is not intended to cover information on individual customer desktops, laptops, or mobile devices nor information held within other Customer applications.

It is the responsibility of The Customer to supply all related data via the secure method supplied by MHR for every payroll processing period. It is also The Customer's responsibility to supply the data to MHR's Payroll Team in the prescribed data template provided, with no errors or omissions, for the purposes of payroll processing.

3.4 Revocation of data access

End of Affiliation: All Data Access will end when The Customer's affiliation with MHR ends for any reason.

It is the Customer's responsibility to de register MHR as their BACS Bureau.

3.5 Data Standards

All data being supplied to MHR for processing, outside of the Core Product, must be provided to MHR in the prescribed data template or agreed data entry method. MHR will work with The Customer during the implementation process to explain the quality of the data required.

Where incorrect or incompatible data is supplied to MHR it will be returned to the appropriate Customer representative to correct and resubmit. If data is submitted outside the scheduled timescales, it will not be processed unless mutually agreed with MHR and authorised by The Customer. Additional service charges will be levied as detailed below and agreed payroll processing scheduled dates may not be met by MHR.

Failure to provide data in accordance with the format or schedules removes the obligation on MHR in relation to the SLA standards set out in this document.

The Customer must provide the information via SFTP. Information provided through different delivery methods will not be processed.



Data Standard	KPI	Measurement
Format	All data provided to MHR for processing in the agreed data template or agreed data entry method.	100%
Quality	The quality of data provided to MHR for processing is measured through inaccuracies and exceptions.	100%
Method	Data provided to MHRMHR for processing must be via SFTP.	100%

3.6 Data Management

This section outlines how personal data will be managed by both The Customer (data 'Controller') and MHR (data 'Processor'). All personal data will be processed in line with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Activity	Company	Customer
Provide a secure method (SFTP) of sending payroll input data.		
Provide payroll input data for the period in the prescribed data template and via the secure method (SFTP) provided by MHRMHR or agreed data entry method.		

4. Managed Service

4.1 Provision

If the standard pay date falls on a non-banking day, the pay date will be amended in line with the agreed customer schedule.

Data must be sent by the scheduled cut-off date.

DATA MANAGEMENT	Company	Customer	N/A
PERSONAL INFORMATION			
Maintenance of personal information via Core Product or via agreed data template			
Processing of personal information provided in the agreed data template			
Submission of new starter data in agreed data template			
Processing of new starter information provided in agreed data template			

DATA MANAGEMENT	Company	Customer	N/A
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STRUCTURE			
Collation of organisation structure data for all employees.			
Maintenance of employee personal references and jobs within the organisation structure for all employees in the Core Product.			
Submission of organisation structure data in agreed format			
Processing of organisation structure data in agreed data template			
Attachment of new employees to the payroll, including payment method, NI category, P45/New Starter Declaration.			
Submission of employee payroll attachment data in agreed data template or agreed data entry method			
Processing of employee payroll attachment information provided in agreed data template or agreed data entry method			
TRANSFERS			
Collation of payroll transfer details in agreed format			
Completion of payroll transfer process.			
WORKING PATTERN ADMINISTRATION			
Collation of working pattern information.			
Creation of working patterns in the Core Product.			
Manual attachment of working pattern changes in the Core Product.			
Submission of working pattern data in agreed data template or agreed data format			
Processing of working pattern data information provided in agreed data template or agreed data format			
PAYMENTS			
Input of permanent or temporary data via Core Product.			
Submission of permanent or temporary data in agreed data template or agreed data entry method.			
Processing of permanent or temporary data provided in agreed data template or agreed data entry method			
ABSENCE			



DATA MANAGEMENT	Company	Customer	N/A
Collect all absence data.			
Input all absence data via Core Product.			
Submission of absence data in prescribed data template or agreed data entry method			
Processing of absence data provided in prescribed data template or agreed data entry method			
Identification of employees requiring an Alabaster calculation.			
Completion of Alabaster calculations.			
Completion and distribution of Statutory Absence Exclusion forms as required.			
PENSION DEDUCTIONS			
Input all pension data via Core Product.			
Submission of pension data in prescribed data template or agreed data entry method			
Processing of pension data provided in prescribed data template or agreed data entry method			
Run pension assessment process.			
Action pension deferments in line with agreed parameters.			
Run the auto enrolment process.			
Ensure payroll calculation process has successfully completed to calculate pension contributions.			
Provide a formal opt out facility for employees.			
Enter opt out information into the Core Product.			
LEAVERS			
Input all leaver data via Core Product or via the standard data template			
Processing of all leaver date via the core product			



Submission of leaver holiday pay details in agreed data entry method			
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DATA MANAGEMENT	Company	Customer	N/A
Processing of leaver holiday pay data provided in prescribed data template or agreed data entry method			
Identification of negative net pay for leavers.			
Amendment of negative net pay for leavers in line with agreed parameters.			
Notify courts of leavers.			
REDUNDANCY			
Make statutory redundancy calculations.			
Input redundancy payments onto Core Product.			
NON-STATUTORY DEDUCTIONS			
Submission of non-statutory deduction data in prescribed data template or agreed data entry method			
Processing of non-statutory deduction data provided in prescribed data template or agreed data entry method			
STATUTORY DEDUCTIONS			
Process all statutory deductions via Core Product.			
Administer statutory deductions in accordance with the legislation and regulations.			
COURT ORDERS (INCLUDING CHILD MAINTENANCE ORDERS)			
Input all data relating to court orders.			
Process all court order data via Core Product.			
Submission of court order data or agreed data entry method			
Processing of court order data provided			
Deduct administration fees at the prevailing rate, if applicable.			
STUDENT & POSTGRADUATE LOANS			



Input all data relating to student & postgraduate loans.			
Process all student & postgraduate loans data			
Input of student & postgraduate loans data			



DATA MANAGEMENT	Company	Customer	N/A
Processing of student & postgraduate loans data			
Legislative downloads from Government Gateway			
TAX CODES			
Collect all data relating to tax codes.			
Process all tax code data via Core Product.			
Processing of tax code data provided.			
Legislative downloads from Government Gateway via Core Product.			
BULK PAYROLL CHANGES (INCLUDING SALARY, Payscale, PAYMENT TABLE & PENSION)			
Process all salary, PayScale values via Core Product.			
Provide details of bulk payroll change requirement in a timely manner.			
Provide bulk payroll changes in prescribed data template or agreed data entry method			
Process bulk payroll changes in the Core Product.			
Any ad-hoc request for data cleansing or uploads will be chargeable through consultancy.			

PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
FIRST GROSS TO NET PROCESS			
Review Payroll process messages from 'To Do' list.			
Review and resolve HR process messages from 'To Do' list.			
Stop the Payroll.			
Review Core Product standard payroll dashboard and insights.			
Check and review the year-to-date via the more payroll details report			



Check and review the tolerances via the more payroll details report			
PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
Check and review the payroll data headcount via the more payroll details report			
Check and review the costing via the more payroll details report			
Advise customer of proposed amendments to correct issues identified during the first payroll calculation process.			
Provide authorisation of proposed amendments or alternative instructions via the agreed data template			
Resolve Payroll process messages from 'to do' list.			
Start Payroll.			
SECOND GROSS TO NET PROCESS IF REQUIRED			
Review Payroll process messages from 'To Do' list.			
Resolve Payroll process messages from 'To Do' list.			
Stop the Payroll.			
Review Core Product standard payroll dashboard and insights.			
Check and review the year-to-date via the more payroll details report			
Check and review the tolerances via the more payroll details report			
Check and review the payroll data via the more payroll details report			
Check and review the costing via the more payroll details report			
Ensure payslips have generated			
Ensure P45s have generated			
Follow the BACS process as defined in Section in 4.5			

RTI PROCESSING	Company	Customer	N/A
PERIODIC ADMINISTRATION OF RTI SERVICES			



Create the periodic FPS Submissions			
RTI PROCESSING	Company	Customer	N/A
Review FPS process messages from 'To Do' list.			
Provide authorisation of proposed amendments or alternative instructions.			
Resolve FPS process messages from 'To Do' list.			
Send the FPS Submission electronically as per the agreed schedule			
Create the periodic EPS Submissions			
Review EPS process messages from 'To Do' list.			
Provide authorisation of proposed amendments or alternative instructions.			
Resolve EPS process messages from 'To Do' list.			
Send the EPS Submission electronically as per the agreed schedule			

PAYROLL CLOSE DOWN	Company	Customer	N/A
Review next period pay dates and confirm in accordance with the payroll schedule.			
Review and resolve cleardown process messages from 'To Do' list.			
Close current pay period			

AD-HOC TASKS	Company	Customer	N/A
Provide information relating to any required earlier year updates(s).			
Enter adjustments against employee(s) for earlier year updates as per the customer's instruction.			
Creation of earlier year update(s)			
Submission of earlier year update(s).			
ANNUAL TASKS			



Generate P60s to employees as per the legislative deadline			
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PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
CONTROL CHECKS			
Check data input exceptions to highlight any issues.			
Advise Customer of proposed amendments to correct issues identified in the data input exceptions.			
Provide authorisation of proposed amendments or alternative instructions for data input exceptions.			
Using the payroll dashboard check that the payroll balances.			
Check the reasonableness of the highest and lowest gross and net pay values.			
Check reasonableness of total gross pay, tax, NI, and superannuation by reference to previous values.			
Provide list of authorised contacts to approve the payroll.			
Ensure that relevant contacts are available to authorise the payroll as per the agreed schedule. Signature of the BACS authorisation form for net pay is considered by MHR to be acceptance by The Customer of the payroll.			
Check the payroll output and provide authorisation of payment transmission and legislative submissions as per the agreed schedule.			
Receive authorisation as per agreed schedule.			
Confirm validity of authorised contact.			
Prepare, check, and distribute listings of third-party payments as per agreed schedule.			
Reconcile payments made via BACS to source bank account.			

4.2 Payroll Enquiry Service

PAYROLL ENQUIRY SERVICE	Company	Customer	N/A
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Respond to payroll queries from The Customer's authorised representatives. All relevant information must be provided when making an enquiry, including the employee's name, payroll number, and either date of birth or NI Number.			
Provide a telephone helpdesk between the hours of 09:00 and 17:00, Monday to Friday, excluding UK Bank Holidays, which all employees are permitted to call to discuss pay queries.			
PAYROLL ENQUIRY SERVICE	Company	Customer	N/A
Respond to pay queries from The Customer's employees as required. All relevant information must be provided when making an enquiry, including company name, employee name, payroll number, and either date of birth or NI Number.			
Respond to enquiries both written and verbal from HMRC, Courts and Child Maintenance Service.			
Respond to requests for copy payslips, P60s and statement of earnings letters. Please note that these requests may incur an additional cost.			

4.3 System Administration

SYSTEM ADMINISTRATION	Company	Customer	N/A
Define User and Security Profiles for the Customer			
Create new User Accounts for the Customer			
Create new User Accounts for MHR			
Deactivate Users for MHR			
Deactivate Users for The Customer			
Re-set passwords for MHR			
Re-set passwords for the Customer			
Process Annual Increments & Salary Increases			
Process National Minimum Wage & National Living Wage updates			
Process Annual Element Uplifts			



Provide Subject Access Requests related to Payroll information Received within 5 working days from The Customer Processed within 10 working days			
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4.4 Change Control

A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner. Changes will be reviewed, scoped, and implemented into the live environment.

SYSTEM CONFIGURATION	Company	Customer	N/A
Supply definitions of required system configuration changes, this will include but not limited to: <ul style="list-style-type: none">• Payslip items ○ Payments ○ Deductions ○ Notional items• Calculations• Schemes and Benefits ○ Pensions ○ Absence• Costing Rules• Grades and Scale Points			
Investigate and clarify requirements where necessary, and then provide an estimate for the cost, timing, and impact (if any) of the change			
Specify changes to application configuration.			
Provide necessary documentation detailing the Cost and timings along with a completed Change Control Request Form			
Approve amendments required prior to work commencing			
Agree implementation plan for any changes			
Incorporate agreed changes to System set-up to test in accordance with the specification			
Incorporate agreed changes to employee records to test in accordance with the specification			
Sign off amendments as complete			



4.5 BACS Services

Payments to be made via BACS are detailed in Payroll Service Requirement form during service implementation. These payments will be made on the dates shown. If this is a non-working day, then the pay date will be amended in line with the agreed Customer schedule. These dates may also be varied by mutual consent of both The Customer and MHR and by dates nominated by BACS as non-processing days.

BACS PROCESS	Company	Customer	N/A
Generate the BACS file process for payments as defined in the Payroll Service Requirement form.			
Supply and maintain a list of authorised signatories			
Complete a separate BACS authorisation form for each transmission of employee payments entering the totals and BACS dates.			
Send the completed BACS form to The Customer.			
Confirm accuracy of figures and dates on the BACS authorisation form			
Ensure that relevant contacts are available to authorise the BACS transmission in accordance with the Schedule.			
Sign the BACS authorisation transmission form and return to MHR.			
Transmit the BACS file.			
Maintain appropriate limits with BACS to ensure control over payments being made.			
Process any non-BACS payments for employees or third parties			
Ensure sufficient funds are available in the source bank account to fund the BACS transmission. The funding of the BACS payments will be through The Customer's nominated bank account. MHR will not, under any circumstances, be liable for funding the payment or any other costs incurred as a result of the subsequent late availability of funds			
Ensure the Bank holding the source account has given the appropriate permissions for MHR to transmit BACS files on The Customer's behalf.			
Inform Company of any changes to the source bank account or BACS user number, within a minimum 30-day lead time.			
Recall of full BACS transmission(s) file.			



Recall individual line within BACS transmission file.			
Log into BACS Payment Services website and download any associated reports.			
Action any line items identified on the Payment Service reports.			
For the timely collection and verification of the following BACS reports: <ul style="list-style-type: none">• BACS Input Report			
BACS PROCESS	Company	Customer	N/A
<ul style="list-style-type: none">• Automated return of unapplied credits service report.• Advice of wrong account for automated credits service report.			

BACS TIMETABLE	
Day 1	BACS Submission Day
Day 3	BACS Processing Day
Day 4	Payments reach accounts

Each of the days indicated must be nominated by BACS as a day on which processing may occur. These are normally Monday to Friday taking into account English Bank Holidays. MHR schedules BACS transmissions on the day before the submission day. This allows both The Customer and MHR contingency time in the event of difficulties.

MHR will not accept responsibility regardless of circumstances for late payments where The Customer stipulates those transmissions must on a fixed day/date that happen to be a transmission day.

In an exceptional circumstance the company retains the right to submit a payment file to the BACS clearing, in the event that the Customer fails to authorise the submission of that payment file, despite repeated attempts to contact the Customer.

4.6 Processing Schedules

A processing schedule will be agreed and created in the Service Contract. MHR and The Customer will agree on a schedule for the payroll cycle. This will include and outline data inputting, checking, and processing timings of the payroll.

Below is an example schedule, the submission of the BACS file will be on a 4 day BACS submission.

Activity	Pay date Minus	Timing
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Submission of payroll data to MHR in the standard format via SFTP	P - 5	9:00
Start data processing	P - 5	9:30
Stop payroll calculation	P - 5	14:00
Check payroll data	P - 5	14:00
Check and balance payroll	P - 5	14:30
Submit payroll output to customer for checking	P - 5	17:30
Process and check amendments	P - 4	14:00
Stop calculation, check, and balance payroll	P - 4	17:30
Activity	Pay date Minus	Timing
Make payroll output available to The Customer for checking and produce BACS file	P - 3	09:30
Sign off BACS and payroll	P - 3	14:00
Transmit authorised BACS	P - 3	15:00
Generate Payslips and P45's	P - 1	09:30

The following table lists the annual activities and their statutory deadlines (as applicable).

Activity	Statutory deadline
Provide P60 to employees by	31/5

4.7 Service Level Objectives

Activity	Achievement Target	Comments
Produce payroll on schedule	100%	
Achieve BACS deadlines to schedule	100%	
Issue payroll output to schedule	99%	
Accuracy of payroll processing content	98%	
Payroll queries (Current Tax Year)	80%	Within ONE working day from receipt
	95%	Within TWO working days from receipt
	100%	Within FIVE working days from receipt
Payroll queries (Previous Tax Years)	80%	Within TEN working days from receipt



	100%	Within FIFTEEN working days from receipt
Distribution of P60	100%	By scheduled date (in accordance with statutory requirements)
Calculation of net pay to enable manual payments	Up to 5	Within ONE working day from receipt
Activity	Achievement Target	Comments
	6 to 14	Within TWO working days from receipt
	15 plus	Delivery date to be agreed
Fair Usage Activity	Amount per month	Comments
Calculation of over/underpayments including calculations for leavers.	1-10	Within the last tax year
Make statutory redundancy payment calculations	1-20	
Input redundancy payments	1-20	

4.7.1 Monthly Customer Contact Call

Issues identified by the Payroll Team during the pay period will be logged, investigated, and corrected to ensure the payroll is delivered accurately and on time.

The Payroll Team will issue payroll accuracy reports, including an overall score card. The report details any issues logged during the pay period and the phase at which they occurred, before BACS, after BACS or Dispatch. The report will be placed in the SFTP for retrieval and review.

As an optional additional service at the preference of The Customer, a customer contact call will be scheduled for a mutually agreed time so that the accuracy report can be discussed along with the outcomes of the pay period and any other relevant points.

4.7.2 Managed Service Support Hours

The Payroll Team will deal with pay enquiries, operational and schedule enquiries. The Payroll Team will be contactable between the following hours excluding weekends and English bank and public holidays.



- 09:00 to 7:00

5. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements, and milestones to achieve the transfer of Customer data.		
Agree transition schedule.		
Exit Management Responsibilities	Company	Customer
Provide specification of requirements for the data to be transferred.		
Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. The output of the data will be CSV files. (Depending on the complexity of the requirement this may be a chargeable activity).		
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time. At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		

6. Escalation Contacts

The following table lists the key contacts, telephone numbers and email addresses for any service escalations.

Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for Managed Service issues
Director of Managed Services	0115 945 6000	Escalation point for significant HR and Payroll service issues.



7. Glossary of Terms

Expression	Meaning
BACS	Bankers Automated Clearing Service – usual method of payment
Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
HMRC	HM Revenue and Customs
Data	Data is all data held in the Product
P60	Employees summary of total pay and deductions for the tax year
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service
RTI	Real Time Information – Communications sent to the HMRC on a periodic basis. This replaces the previous requirements for a P14 & P35.



SERVICE LEVEL AGREEMENT

Learn Now Subscription





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1. Introduction

This Service Level Agreement defines the Services provided and managed by MHR to the Customer, as well as each party's respective responsibilities and obligations. The objective is to deliver a timely and defined service.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining responsibilities
- Ensuring effective management of content, including core updates as appropriate
- Defining effective communication channels
- Documenting problem resolution and escalation processes

The services to be delivered as part of the agreed Customer's obligations and the Company obligations are denoted by the symbol “ ” in the relevant tables of this document.

REQUESTS FOR SERVICES NOT COVERED UNDER THIS AGREEMENT

This Agreement covers only the areas stated, anything not detailed will not be covered as standard. Requests for services not covered under this Agreement should be referred to the MHR Project Manager or Account Manager. The following are examples of areas not covered under this Agreement:

- Additional eLearning courses, video content or documentation provided by MHR unless otherwise stipulated as part of the offering.
- Additional training courses or consultancy services provided by unless otherwise stipulated as part of the offering.

2. About MHR Learn Now Subscription

MHR Learn Now Subscription boasts a growing library of content/resources related to MHR HCM solutions. This will be securely hosted on MHR's market leading LMS. Subject to contract, and the product which LearnNow has been purchased for, this will comprise of some/all the following:

- A library of bite-size videos or GIFs and process steps to develop knowledge of how to use and maintain the system across a wide range of system areas.
 - Digital content showcasing new functionality as part of our product updates and releases. Formal eLearning to learn topics from the ground up.



3. Service Description

This subscription offering is hosted by MHR unless otherwise stipulated. The fee covers access to the corresponding subscription content, updates, and new material where appropriate during the subscription term and maintaining the underlying environment if hosted by MHR.

MHR LEARNING SUPPORT

Raising a query or incident

The method of contacting MHR Learning is to raise a query or a support case by email.

- Simply send an email to elarningsupport@mhrglobal.com detailing:
 - Company name
 - Interface & Login Username
 - Full details of anomaly, error, or inaccuracy

You can log an online incident via:

- 'Service Cloud link:
https://midlandhrcommunity.force.com/ServiceDesk/CustomLogin_ServiceDesk

IT SERVICE AVAILABILITY

SERVICE	AVAILABILITY	RTO	RPO
LIVE environment, Additional Service Items, and Interfaces	98.8% 24 x 7 x 365	12 Hours	4 Hours

INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer
Provide and maintain all IT Cloud Infrastructure required for the running of Learn Now		



Provide and maintain all computer hardware, software (with the exception of the Product) and associated equipment situated on the Customer premises such as equipment to meet as a minimum the specification required to operate the Product.		
INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer
The Company and Customer will make each other aware of any changes or issues that will impact the consumption of content.		

4. MHR Learn Now Subscription

	MHR	Customer
Work Request Permissions - The Customer will nominate no more than two employees who are permitted to provide delegate details to MHR and raise queries with MHR.		
Release cycles – In the event of a significant functionality change, appropriate content related to the product shall be updated and released whilst a subscription is still in place no later than 12 weeks from the date of release, keeping the update within that release window. Changes which do affect functionality or processes may be updated outside of this window. Any updates to content will be supplied to the Customer via agreed means.		
Version Control – Updates to content should be subject to appropriate version control		
Content variations – The content Library (where it forms part of the subscription) will be based on a generic builds, and therefore some functionality may differ based on specific customer build.		

5. Hours of Operation

The following table outlines the Hours of Operation for MHR Learning. Please note that any reference within this document or any subsequent document to 'Working Days' will mean those days as outlined below.

	Start Time	Finish Time
MONDAY	9.00 am	5.30 pm
TUESDAY	9.00 am	5.30 pm



WEDNESDAY	9.00 am	5.30 pm
THURSDAY	9.00 am	5.30 pm
FRIDAY	9.00 am	5.30 pm
SATURDAY	CLOSED	CLOSED
SUNDAY	CLOSED	CLOSED

No services will be provided outside of these hours of operation unless pre-agreed.

5.1 Bank Holiday Operation

Please note that MHR Learning does NOT currently provide any service(s) on any the statutory public/bank holidays observed in England. This includes any additional bank holidays that may occur from time to time, but currently includes as standard the following:

New Year's Day

Good Friday

Easter Monday

The First Monday in May

The Last Monday in May

The Last Monday in August

Christmas Day

Boxing Day

5.2 Set Closed Periods

Access to the LMS platform will remain live for the period between Christmas Day and New Year's Day with reduced hours of support, Normal service will usually resume on the first working day in January (statutory public/bank holidays are not classed as working days).

6. Definitions

Expression	Meaning
Communication	Main communication channels will be defined although these can be varied to suit the Customer and /or Company. Where communication channels are not defined the default communication channel for both Customer and Company will be email.
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as "Supplier", "Licensor", "Seller", or any other term defined in an agreement to denote MHR International UK Limited as the software provider.



Customer

The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.

Expression

Meaning

Working day

A Working Day for the purposes of the service is Mon-Fri 09.00 to 17.30 (excluding Bank Holidays).

LMS

MHR’s Learning Management Platform

Document Control

Version No.	Date of issue	Authors	Status	Comments
1.0	1st April 2021	Cheryl Miles	Draft	Published – adapted from V1.2.1 of MHR Hosted Core SLA
2.0	21st February 2023	Laura Robson and Simon George		Terminology changes, small changes to product
3.0	16th August 2023	Simon George	Final Draft	Updated in readiness of standardisation and as per feedback from legal.

End of Document



SERVICE LEVEL AGREEMENT

Learning Management System (LMS)





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1. Introduction

PURPOSE

This Service Level Agreement defines the Services provided and managed by the Company to the Customer in order to provision the MHR Learning Management System (LMS).

OBJECTIVE OF THE SERVICE

The objective is to deliver a timely, accurate and complete service to the Customer regarding the agreed LMS in terms of confirmed scope and concurrency.

The SLA defines the provision and the service level with the objective of:

- Clearly defining responsibilities
- Ensuring availability of the LMS as per specified uptime below
- Defining effective communication channels
- Documenting problem resolution and escalation processes

The services to be delivered as part of the agreed Customer's obligations and the Company obligations are denoted by the symbol " " in the relevant tables of this document.

2. Provision

Expressions within this document shall have the same meaning as in the Agreement or shall have the following meanings unless inconsistent with the context:

LMS
Standard LMS Environments
LIVE: The Customer's primary LMS environment – full Cloud-based hosting. Defaults to London unless agreed otherwise.
Additional Optional Environments (subject to costs being agreed)
SANDBOX: An optional test environment containing a snapshot copy of the LIVE data and used for testing and approving updates, patches, fixes and functionality. This is subject to additional costs.
Optional bolt-ons (subject to costs being agreed)
A market place content bundle – loaded and managed on the MHR LMS

3. Infrastructure Responsibilities

INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer
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Provide and maintain all Cloud Infrastructure required for the running of the MHR LMS.		
Provide Customer access to the MHR LMS		
Provide and maintain all computer hardware, software (with the exception of the MHR LMS) and associated equipment situated on the Customer premises such as equipment to meet as a minimum the specification required to operate the MHR LMS.		
The Company and Customer will make each other aware of any changes or issues that will impact the delivery of the MHR LMS.		

COMMUNICATION LINKS RESPONSIBILITIES AND OBLIGATIONS	Company	Customer
Provide and manage the appropriate inbound connections at point of entry to the Customer network		
As appropriate, provide and manage the iTrent / People First system availability for use by the MHR LMS for the productised integration to function.		

BUSINESS CONTINUITY RESPONSIBILITIES AND OBLIGATIONS (LMS)	Company	Customer
Maintain internal Business Continuity Plan to facilitate the recovery of the LMS in the event of a Disaster		
In the event of a Disaster, recover the LMS environment – as per the RTO and RPO guidelines.		
Complete full annual test for Disaster Recovery / Business Continuity		

4. Data Management (iTrent / People First)

Where iTrent or People First are used and a customer wishes to utilise the out of the box integration between said system and the LMS, the following Data Management protocols shall apply.

DATA MANAGEMENT (ITRENT / PEOPLE FIRST) WHERE APPLICABLE	Company	Customer
PERSONAL INFORMATION		
DATA MANAGEMENT (ITRENT / PEOPLE FIRST) WHERE APPLICABLE	Company	Customer
Maintenance of personal information		
Update of manual changes; e.g. Starters, Leavers, Changes, etc.		



CONFIGURATION		
Data quality		
Management of core structure and data to ensure validity of source data including “Branch” or “Groups” functionality in LMS		

SYSTEM ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS (LMS)	Company	Customer
Delete user data as required e.g. to conform to GDPR / Data Protection retention periods		
Access to the Application to adhere to all approved Company security measures and protocols.		
LMS to be cloud hosted out of London, UK unless explicitly agreed otherwise.		

5. LMS Environment / Cloud Hosting

The LMS itself is built on the solid foundations of AWS (Amazon Web Services) being full cloud based - managed out of London (unless agreed otherwise). The web front end (supporting multiple browsers such as Chrome, Edge, Safari etc) infrastructure has all of the expected security, encryption and GDPR protocols which are actively enforced and managed under the ISO27001 framework. Audit is also available to monitor and track access.

LMS ENVIRONMENT / CLOUD HOSTING	Company	Customer
Customers’ data is stored in their own S3 bucket and is segregated from other environments.		
Rigorous policies keeping each customer’s data and information secured and separated from one instance to the other		
The LMS is managed under an information security management system (“ISMS”), which is ISO 27001 certified.		
Upgrades are applied automatically on behalf of customers as part of the cloud based agreement. Patch release / point releases are typically applied fortnightly, with core updates applied typically on a monthly basis.		
The Recovery Time Objectives (RTO) is 36 hours, and the Recovery Point Objective (RPO) is determined by the frequency of the backups, based on the service type subscribed for.		
LMS ENVIRONMENT / CLOUD HOSTING	Company	Customer
AWS RDS servers with full back ups, including dedicated snapshots stored in AWS S3.		



Maintain the LMS in accordance with the User Manual to ensure optimum application performance		
Customers can request a platform point in time restore based on raising an Incident Request (see above). This restore can be based on a saved backup that is no more than seven (7) days old. Should a customer request a backup older than two weeks, it requires between 4 and 24 hours on average to perform such a restore.		

6. Enquiry Services

LMS SUPPORT

The purpose of the Company's Service Desk is to investigate suspected software defects.

The Company provides a 24/7 service cloud that allows our customers to find the information that they need when they need it.

Customers can nominate up to 4 support users who can access information and log suspected defects via the Service Cloud portal.

When reporting a suspected software defect, the customer will provide the steps to replicate the issue in the form of either an annotated document or video.

RAISING AN INCIDENT

There are 2 methods to raise a case / incident related to the LMS;

By Email during implementation ONLY:

Send an email detailing the following to learningsolutionssupport@mhr.co.uk

- Interface URL
- Full details of issue including screenshots / evidence / impact / error message / steps to re-create the issue (if known), user(s) affected etc
- Any other relevant detail

Support Requests lacking this information will *not* be considered as part of any service level measuring report, except to the extent that such information is not available to the Customer.

By logging an online incident (which will be the primary route when in Business As Usual (BAU)):



Use the 'Service Cloud link:

https://midlandhrcommunity.force.com/ServiceDesk/CustomLogin_ServiceDesk

The expected outcome of the Service Desk's investigation is the successful identification of a defect. When a defect is identified and confirmed, the case is closed and linked to a defect record; which will be resolved and implemented accordingly. Other outcomes may include a data issue or a complex configuration issue.

The Service Desk will provide documentation to customers when configuration issues are identified; consultancy will be offered where appropriate.

ENQUIRY SERVICES	Company	Customer
Provide a support service between the hours of 9.00am and 5.30pm on any Working Day excluding English Bank Holidays and Public Holidays.		
Customer to highlight the impact when raising Emergency / Incident cases including full justification as outlined above.		

7. Service Availability (LMS)

SERVICE ITEM	Availability
Live LMS – this is based on a monthly calendar basis ("availability percentage") of at least 99.5% as follows; Availability Percentage = $((T - EO) - IEO / (T - EO)) \times 100\%$ T = Total Monthly Time EO = Total Monthly Excused Outages IEO = Total Monthly Non-Excused Outages	99.5%

8. Exit Management

EXIT MANAGEMENT RESPONSIBILITIES	Company	Customer
Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.		



Agree transition schedule.		
Provide specification of requirements for the data to be transferred.		
Agree specification of requirements.		
On request from the customer, The Company can provide a portable copy of the Customer proprietary information in accordance with the Data Protection Laws with respect to Personal Data.		
Terminated customer proprietary information stored in the LMS platform is rendered unreadable or disabled by AWS and the underlying storage areas on the AWS network that were used to store the content are wiped, prior to being reclaimed and overwritten, in accordance with AWS standard policies including a secure decommissioning process. The Company will carry out the logical deletion within thirty (30) days from the termination of the Agreement and, on the customer request, may provide the Customer with written confirmation of such deletion.		

9. Escalations

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Appointed Account Manager	0115 945 6000	First point of escalation for any significant LMS related issues
Head of Customer Education	0115 945 6000	Secondary point of escalation for any significant LMS related issues if appropriate.

10. Definitions

Expressions within this document shall have the same meaning as in the Agreement or shall have the following meanings unless inconsistent with the context:

Expression	Meaning
Business Continuity Plan	A plan that defines how the Company will deal with potential disasters.



Cloud	Confirmation that the LMS is a full cloud based hosted system – see AWS above.
Communication	Main communication channels will be defined although these can be varied to suit the Customer and /or Company. Where communication channels are not defined the default communication channel for both Customer and Company will be email.
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.
Concurrent User	A concurrent user in terms of the core LMS will have the following definition: <ul style="list-style-type: none">• Every time a user accesses training material of any type on the MHR LMS• Every time a user is evaluated or marked as attended by an instructor into an ILT on the MHR LMS• Every time a user accesses a session within a webinar course or views recordings on the MHR LMS
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
Data	Refers to all data held in the Product.
Docebo	The Company's strategic partner and the provider of the LMS. For the avoidance of doubt, The Company will be responsible for all implementation and support activities thereafter. The Company only backs off identified bugs to Docebo and the Cloud Based hosting and upgrades which defaults to London, UK unless agreed otherwise.
Excused outage	means, any Unavailability that is due to: (1) Planned downtime. Planned downtimes are downtimes that are scheduled during “Maintenance Windows”. (2) Emergency downtime. With respect to emergency downtime, the Company shall provide the Customer with as much notice as practical under the circumstances. (3) Force Majeure. Any Unavailability caused by a Force Majeure Event.
Full Working Day	A full working day for the purposes of the service is Mon-Fri 09.00



	to 17.30 (excluding UK Bank Holidays and Public Holidays).
iTrent	The Company's HCM / HRIS offering.
LMS	Learning Management System.
Non excused outage	Means anything other than an Excused Outage.
People First	The Company's HCM / HRIS offering.
Service Cloud	The central point of contact between the Company and the Customer for reporting <i>incidents</i> (disruptions or potential disruptions in service availability or quality) and for users making <i>service requests</i> (routine requests for Services).

Document Control

Version	Date	Author	Comments
0.1	15/12/2021	P Marnoch & C Miles	Updated draft
0.2	20/12/2021	P Ward & S Hartshorne	Review
1.0	18/02/2022	P Marnoch & P Ward	Final release
2.0	31/08/2023	L Morgan	Online version



SERVICE LEVEL AGREEMENT

Data Archiving Solution Outbound





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1. Overview

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

1.1. Purpose

The objective is to deliver timely, accurate and complete service to the Customer. The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining responsibilities
- Ensuring effective management of the Hosted Cloud Service
- Defining effective communication channels
- Documenting problem resolution and escalation processes

Notwithstanding any order of precedence set forth in the Agreement, in the event there is a conflict between this Service Level Agreement and the Order Document, the Order Document shall prevail.

2. Data Archiving Solution Outbound Service

2.1. Services Provision

The Order Document identifies the products and services this Service Level Agreement covers.

ENVIRONMENTS	Provided
iTrent Reporting Database – A database containing iTrent data used for reporting via BusinessObjects	✓
BusinessObjects BI Platform - BusinessObjects Business Intelligence platform used for reporting against the iTrent reporting database	✓
iTrent BusinessObjects Universe – Fully maintained Universe which enables the relevant fields from iTrent to be reported upon	✓
iTrent Archive Reporting Suite – A supported suite of reports that provisions the core set of outputs to underpin the service.	✓

Presentation Method (HTTPS)	BusinessObjects
Internet presented (Standard Service)	

2.2. Responsibilities



INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Provide and maintain all IT Infrastructure required for the running of the iTrent archive reporting solution			
Provide and maintain all computer hardware, software (with the exception of the Product) and associated equipment situated on the Customer premises such equipment to meet as a minimum the specification required to operate the Product.			
The Company and Customer will make each other aware of any changes or issues that will impact the delivery of the iTrent reporting service.			

COMMUNICATION LINKS RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Internet presented Service: Provide the service up to and including the Service Boundary.			
Provide and manage an alternative (backup) internet link in the event of the primary internet link being unavailable.			

HOSTED ENVIRONMENT RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Reporting service: Perform routine maintenance six times annually over pre-determined weekends: From 18:00 on the Friday to 09.00 on the Monday			
Publish the maintenance schedule for customer consumption prior to the start of the calendar year.			
Details and timings of each maintenance window will be communicated to the Customer prior to each occurrence.			
Maintain the application in accordance with the relevant published user manual to ensure optimum application performance			
Where emergency updates or fixes are required to be applied the Company will endeavour to notify the Customer in writing or by email no less than 5 working days prior to any emergency maintenance			



The company will proactively manage and monitor factors including, I/O, processor, memory, network and application performance that contribute to product performance.			
Maintain the Product in accordance with the Systems Administration section of the relevant published User Manual, to ensure optimum application performance is achieved.			

BUSINESS CONTINUITY RESPONSIBILITIES AND OBLIGATIONS	Company	Customer	N/A
Maintain internal Business Continuity Plan to facilitate the recovery of the archive reporting database environment in the event of a disaster			
Retain 48 hours of archive reporting database environment, database backups, database transaction logs, via Primary Backup Solution.			
Retain 30 days of archive reporting database backups and database transaction logs, via Secondary Backup Solution.			
In event of a disaster recover the reporting database and reporting platform in accordance with the Company's Business Continuity Plan as per the published RTO and RPO.			
Following a recovery of the archive reporting database validate data integrity and system stability.			
Produce the annual disaster recovery test report for customer on request			
Complete full annual test to recover all Systems to the DR site and maintain the Business Continuity Plan			

3. Service Level Objectives

The following section describes the service levels that will be met for the service items listed within the service boundary of the Company.

The Cloud Hosting service and time measurements are applicable to the iTrent reporting database environment only.

If the live application fails to perform to the above service levels a call will be logged via the Company's Service Desk triggering an investigation process

3.1. IT Service Availability

SERVICE ITEM	AVAILABILITY	RTO	RPO
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iTrent reporting database environment	99.8% 24 x 7 x 365	12 Hours	4 Hours
BusinessObjects Environment	99.8% 24 x 7 x 365	12 Hours	4 Hours

3.2. Fault Reporting

All fault reporting will be conducted through the Company's Service Desk or Service Cloud directly.

3.3. Cloud Hosting Measurement Period

The service measurement period is quarterly within the quarters commencing on the 1st January, 1st April, 1st July and 1st October each year.

3.4. Cloud Hosting Service Availability

The percentage of service availability is defined in section 3.1, less any perceived down time that is caused by factors beyond the Company's service boundary and not including planned maintenance.

3.5. Cloud Hosting Support Hours

Monday to Friday (Excluding English Bank Holidays)

08:00 - 18:00

Saturday and Sunday: **N/A**

The above are the hours during which the Company provides standard office-based IT support related to the Cloud Hosting Service.

Category 'A' faults will be investigated by the out-of-hours support team, all other calls will be attended to during the next working day as defined above.

The scope of the Managed IT out-of-hours technical support line is to provide IT based support for contracted Services and should only be used to log items that are defined as Category A issues.

Items such as payroll queries and software faults are not covered by this service and will need to be raised with the MHR Service-Desk during their standard support hours.

4. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.		
Agree transition schedule.		



Provide specification of requirements for the data to be transferred.		
Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. All data will be provided in an industry standard format. The Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time.		

5. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Ian Price IT Director ian.price@mhr.co.uk	0115 945 6000	Escalation point for significant IT Hosting service issues

6. Glossary of Terms

Expression	Meaning
Business Continuity Plan	A plan that defines how the Company will deal with potential disasters.
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as "Supplier", "Licensor", "Seller", or any other term defined in an agreement to denote MHR International UK Limited as the software provider.



Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
Disaster	An event that causes a disruption to the Managed Service from the company site that will require an invocation of the Business Continuity Plan or Disaster Recovery Plan
Disaster Recovery Plan	A plan that defines how the Company will deal with actual disasters.
Data	Data is all data held in the Product
Primary Backup Solution	SAN BASED: Direct Volume Replication of live Systems to DR Site.
RTO	The Recovery Time Objective is the stated time to recovery for Hosted Systems after a disaster is experienced.

Expression	Meaning
RPO	Related to RTO - Recovery Point Objective describes the possible total data loss measured in time that may occur. Measured in time previous to the disaster being declared.
Secondary Backup Solution	SAN BASED: On-line storage of database backups, database transaction logs and applications direct to disk and replicated between sites.



Service Boundary	<p>The Service Boundary is defined as the point where equipment provided by the Company connects to equipment provided by the Customer.</p> <p>Where the service is provided over the Internet the end-point is the Router that provides access to the internet from the company site.</p>
Planned Maintenance	<p>A time window informed in advance to the Customer by the Company during which the service will not be available.</p>
Product	<p>The reporting software used.</p>
Service Desk	<p>The central point of contact between the Company and the Customer for reporting <i>Incidents</i> (disruptions or potential disruptions in service availability or quality) and for users making <i>service requests</i> (routine requests for services).</p>
Service Cloud	<p>Service Cloud is the online ticket logging system used as the primary fault and query recording tool by the services Desk. Customers have direct access to this to log and record activities around fault reporting, to download software and to access FAQs.</p>
Expression	Meaning
Systems	<p>Systems for the purposes of this Service Level Agreement means the Product, Third Party Products and interfaces.</p>



Document Control

Version No.	Date of Issue	Authors	Status	Comments
1.0	19/08/2020	John Beaumont	Draft	Initial Draft
1.0	08/10/2020	Pete Marnoch	Draft	Review of Draft
2.0	24/08/2021	Pete Marnoch	Final	
2.1	July 2023	Iain Moffat	Final	Reviewed

End of document



SERVICE LEVEL AGREEMENT

ROI Managed Payroll Service





Document Control

Version No.	Date of Issue	Authors	Status	Comments
1.0	09/08/2021	MHR	Final	Creation of new SLA for Fully Managed Payroll Service (ROI)
1.1	07/09/2021	MHR	Final	Updates to Service Level Detail following internal review
1.2	19/10/2021	Jack Richards	Final	Inclusion of MFA requirement at 'INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS'.
1.3	31/07/2023	MHR	Final	Online Version



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1. Introduction

1.1 Purpose

This Service Level Agreement defines the services provided and managed by the Company to the Customer.

1.2 Objective of the Service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items not specifically discussed in this document are excluded and would need to be scoped, costed, and agreed separately.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining roles and responsibilities.
- Ensuring services are clearly understood.
- Defining effective communication channels.
- Documenting problem resolution and escalation processes.
- Defining software service availability

1.3 Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol " " within the tables of this document.
- The services denoted by the "Y" symbol mark any additional items which have been procured via the Order Document.

2. Overview of Provision

SERVICES IN SCOPE	Section	Provided
Fully Managed Payroll Service	5	
Provision	5.1	
Payroll Enquiry Service	5.2	
Post Payroll Reporting & Third-Party Payment Returns	5.3	



Third-Party Administration	5.4	
SERVICES IN SCOPE	Section	Provided
System Administration	5.5	
Change Control	5.6	
SEPA Service	5.7	
Printing Service	5.8	
Processing Schedules	5.9	
Service Level Objective	5.10	
Service Management and Review	5.11	
Cloud Services	6	
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3. Data Management - Managed Services

3.1 Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing, and maintenance of this information as part of the Managed Service being provided by the Company.

3.2 Policy

It is the policy of the Company that data and information will be made available to the Payroll Team to perform the necessary payroll processing required by their position to provide a Managed Service in line with the Contract between the Company and the Customer. The payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Controller. The Data Controller may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Third Party Services, e.g. payslip printing services, is the data 'Sub-Processor'.



3.3 Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the Company's Payroll Team. It is not intended to cover information on individual customer desktops, laptops, or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for every payroll processing period. It is also the Customer's responsibility to supply the data to the Company's Payroll Team in the mutually agreed data template provided to them, in the exact field order, for the purposes of payroll processing.

3.4 Revocation of data access

End of Affiliation: All Data Access will end when the Customer's affiliation with the Company ends for any reason.

3.5 Data Standards

All data being supplied to the Company for processing, must be provided to the Company in the mutually agreed data template. The format will be explained to the Customer as part of the implementation as will the quality of the data required.

Where incorrect or incompatible data is supplied to the Company it will be returned to the appropriate Customer representative to correct and resubmit. If this is then submitted outside the scheduled timescales it will not be processed unless mutually agreed with the Company and authorised by the Customer. Additional service charges will be levied as detailed below and agreed payroll processing scheduled dates may not be met by the Company.

The Customer must provide the information via SFTP. Information provided through different delivery methods will not be processed.

Data Standard	KPI	Measurement
Format	All data provided to the Company for processing in the agreed data template.	100%
Quality	The quality of data provided to the Company for processing is measured through inaccuracies and exceptions.	100%
Method	Data provided to the Company for processing must be via SFTP.	100%

3.6 Data Management

This section outlines how personal data will be managed by both the Customer (data 'Controller') and the Company (data 'Processor'). All personal data will be processed in line with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).



Activity	Company	Customer
Provide a secure method (SFTP) of sending payroll input data.		
Provide payroll input data for the period in the agreed data template and via the secure method (SFTP) provided by the Company.		

4. Managed Service

4.1 Provision

If the standard pay date falls on a non-banking day, the pay date will be amended in line with the agreed customer schedule.

Data must be sent by the scheduled cut-off date.

DATA MANAGEMENT	Company	Customer	N/A
PERSONAL INFORMATION			
Maintenance of personal information via ESS, MSS or Core Product.			
Submission of New Starter data in agreed data template.			
Processing of New Starter information provided in agreed data template.			
STRUCTURE			
Collation of organisation structure data (new units, posts, positions) for all employees.			
Maintenance of employee personal references, units, and positions within the organisation structure for all employees in the Core Product.			
Submission of organisation structure data in agreed data template.			
Processing of organisation structure information provided in agreed data template.			
Attachment of new employees to the organisation structure.			
Submission of employee position attachment data in agreed data template.			



Processing of employee position attachment information provided in agreed data template.			
Attachment of new employees to the payroll, including the attachment of contract to payroll, payment method, NI category, P45/New Starter Declaration.			

DATA MANAGEMENT	Company	Customer	N/A
Submission of employee payroll attachment data in agreed data template.			
Processing of employee payroll attachment information provided in agreed data template.			
TRANSFERS			
Collation of organisational payroll transfer data.			
Completion of payroll transfer process.			
WORKING PATTERN ADMINISTRATION			
Collation of working pattern information.			
Creation of working patterns in the Core Product.			
Manual attachment of working pattern changes in the Core Product.			
Submission of working pattern data in agreed data template.			
Processing of working pattern data information provided in agreed data template.			
PAYMENTS			
Process permanent or temporary data via ESS, MSS or Core Product.			
Submission of permanent or temporary data in agreed data template.			
Processing of permanent or temporary data provided in agreed data template.			
ABSENCE			
Collect all absence data including maternity benefits if applicable.			
Process all absence data via ESS, MSS or Core Product.			



Submission of absence data in agreed data template.			
Processing of absence data provided in agreed data template.			
Provide standard Core Product absence management reports as required.			
PENSION DEDUCTIONS			

DATA MANAGEMENT	Company	Customer	N/A
Process all pension data via Core Product.			
Submission of pension data, including end dates, in agreed data template.			
Processing of pension data provided in agreed data template.			
LEAVERS			
Process all leaver data via ESS, MSS or Core Product.			
Calculate holiday pay due for leavers via Core Product.			
Identification of negative net pay for leavers.			
Amendment of negative net pay for leavers in line with agreed parameters.			
Notify courts of leavers.			
REDUNDANCY			
Make statutory redundancy calculations.			
Enter redundancy payments onto Core Product.			
NON-STATUTORY DEDUCTIONS			
Process all non-statutory deduction data via Core Product.			
Submission of non-statutory deduction data in agreed data template.			
Processing of non-statutory deduction data provided in agreed data template.			
STATUTORY DEDUCTIONS			



Process all statutory deductions via Core Product.			
Administer statutory deductions in accordance with the legislation and regulations.			
COURT ORDERS			
Collect all data relating to court orders.			
Process all court order data via Core Product.			
Submission of court order data in agreed data template.			



DATA MANAGEMENT	Company	Customer	N/A
Processing of court order data provided in agreed data template.			
Deduct administration fees at the prevailing rate, if applicable.			
TAX CERTIFICATES / RPN			
Download tax certificates via iTrent			
EXPENSES (INCLUDING CAR MILEAGE)			
Process expense data via ESS, MSS or Core Product.			
Submission of expense data in agreed data template.			
Processing of expense data provided in agreed data template.			
BULK PAYROLL CHANGES (INCLUDING SALARY, Payscale, PAYMENT TABLE & PENSION)			
Provide details of bulk payroll change requirement in a timely manner.			
Provide bulk payroll changes in agreed data template.			
Process bulk payroll changes in the Core Product.			
Any any-hoc request for data cleansing or uploads will be chargeable through consultancy.			
REPORTING			
Produce Core Product Terms and Conditions Analysis report as required.			
Produce Core Product Absence reports as required.			
Any any-hoc request for bespoke report will be chargeable through consultancy.			

PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
FIRST GROSS TO NET PROCESS			
Run the absence calculation.			
Run the car mileage calculation.			



Run the payroll calculation.			
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PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
Run costing calculation.			
Produce Core Product standard payroll outputs.			
Run the payroll errors and warnings report.			
Run the absence process message log report.			
Run the car mileage process message log report.			
Run the costing process message log report.			
Check payroll output and process message log reports to highlight any issues.			
Advise Customer of proposed amendments to correct issues identified during the first gross to net process.			
Customer to provide authorisation of proposed amendments or alternative instructions.			
Unlock contracts.			
Process amendments as instructed by the Customer.			
FINAL GROSS TO NET PROCESS			
Run the absence calculation.			
Run the car mileage calculation.			
Run the payroll calculation.			
Run costing calculation.			
Produce Core Product standard payroll outputs.			
Run the payroll errors and warnings report.			
Run the absence process message log report.			



Run the car mileage process message log report.			
Run the costing process message log report.			
Check payroll output and process message log reports highlight any issues.			
PERIODIC PAYROLL PROCESSING	Company	Customer	N/A
Follow the SEPA process as defined in Section 5.7.			
Run the GL extract.			
Run the cleardown process.			
Run the cleardown process message log report, check the output. and take appropriate action as required.			
Run Core Product Management Information reports as required.			

PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
CONTROL CHECKS			
Check data input exceptions to highlight any issues.			
Advise Customer of proposed amendments to correct issues identified in the data input exceptions.			
Customer to provide authorisation of proposed amendments or alternative instructions for data input exceptions.			
Using the payroll outputs, process message log reports, and spot checks, check that the payroll balances.			
Check the brought forward values are equal to the previous carried forward values, taking account of any cumulative value adjustments.			
Check individual net pay values that vary more than 20% from the previous period.			
Check that values balance within and between reports.			
Check the reasonableness of the highest and lowest gross and net pay values.			
Check reasonableness of total gross pay, tax, NI, and superannuation by reference to previous values.			



Deliver to the Customer the standard payroll outputs.			
Provide list of authorised contacts to approve the payroll.			
Ensure that relevant contacts are available to authorise the payroll as per the agreed schedule. Signature of the SEPA authorisation form for net pay is considered by the Company to be acceptance by the Customer of the payroll.			
PAYROLL CHECKING AND APPROVAL	Company	Customer	N/A
Check the payroll outputs and provide authorisation of payment transmission and legislative submissions as per the agreed schedule.			
Receive authorisation as per agreed schedule.			
Confirm validity of authorised contact.			
Prepare, check, and distribute listings of third-party payments as per agreed schedule.			
Reconcile payments made via SEPA to source bank account.			

PAYE MODERNISATION PROCESSING	Company	Customer	N/A
SET UP & GO LIVE OF PAYE MODERNISATION SERVICES			
Complete a full data audit of the information contained within iTrent to assess the compliance of data for PAYE Modernisation purposes			
Provide advice and guidance on any areas on non-compliance identified within the data audit process			
Supply any data required to ensure that the data contained within iTrent is PAYE compliant			
PERIODIC ADMINISTRATION OF PAYE MODERNISATION SERVICES			
Create the periodic PAYE file			
Provide advice and guidance on data errors contained within the periodic PAYE file			
Complete required actions to address any data errors contained within the periodic PAYE file			
Electronically submit the PAYE file to the Revenue as per the agreed schedule			



4.2 Payroll Enquiry Service

PAYROLL ENQUIRY SERVICE	Company	Customer	N/A
Respond to payroll queries from the Customer's authorised representatives. All relevant information must be provided when making an enquiry, including the employee name, payroll number, and either date of birth or PPS Number.			
Provide a telephone helpdesk between the hours of 09:00 and 17:00, Monday to Friday, excluding UK Bank Holidays, which all employees are permitted to call to discuss pay queries.			
PAYROLL ENQUIRY SERVICE	Company	Customer	N/A
Respond to pay queries from the Customer's employees as required. All relevant information must be provided when making an enquiry, including company name, employee name, payroll number, and either date of birth or PPS Number.			
Respond to enquiries both written and verbal from the Revenue and Court Order Authorities			
Respond to enquiries both written and verbal from flexible benefits providers			
Respond to requests for copy payslips and statement of earnings letters. Please note that these requests may incur an additional cost.			

4.3 Post Payroll Reporting & Third-Party Payment Returns

POST PAYROLL REPORTING	Company	Customer	N/A
PAYROLL REMITTANCES & THIRD-PARTY RETURNS			
Produced listing of payroll deductions from iTrent employee by element report format (examples are VHI) N.B If there is a requirement for bespoke reporting, it will incur an additional cost.			
Submit the breakdown of payment to the appropriate provider.			
THIRD-PARTY RETURNS			
Run third-party SEPA files from the Core Product.			
Check the payroll outputs and provide authorisation of payment transmission.			
Transmit to third-party values as per the agreed schedule.			
CORRESPONDENCE			



Reference Letters (Mortgage, Employment, Financial)			
Ad-hoc forms such as loss of earnings and insurance claims			
Over and under payment correspondence to employees			
Debt collection liaison			

4.4 Third-Party Personal Administration

THIRD PARTY ADMINISTRATION	Company	Customer	N/A
ADMINISTRATION OF THIRD-PARTY CHANGES			
Notify third parties applicable to the client (which could include, private medical providers) of starter and leavers in the payroll period			
Notify third parties applicable to the client (which could include, private medical providers) of relevant changes personal information changes			

4.5 System Administration

SYSTEM ADMINISTRATION	Company	Customer	N/A
Define User and Security Profiles for Customer			
Define User and Security Profiles for Company			
Create new User Accounts for Customer			
Create new User Accounts for Company			
Create and maintain User and Security profiles for the Company			
Create and maintain User and Security profiles for the Customer			
Release locked User Profiles for the Company			
Release locked User Profiles for the Customer			
Deactivate Users for the Company			



Deactivate Users for the Customer			
Re-set passwords for the Company			
Re-set passwords for the Customer			
Create Function Access for the Company			
Annual Increments & Salary Increases			
National Minimum Wage updates			
SYSTEM ADMINISTRATION	Company	Customer	N/A
Annual Element Uplifts			
Ad-hoc Transactional Audit Reporting			
Post Upgrade Actions			
Initial Creation of Working Patterns			
Subject Access Requests related to Payroll information <i>Received within 5 working days from the customer Processed within 10 working days</i>			

4.6 Change Control

A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.

SYSTEM CONFIGURATION	Company	Customer	N/A
Supply definitions of required system configuration changes, this will include but not limited to: <ul style="list-style-type: none"> • Elements ○ Payments ○ Deductions ○ Benefits • Calculations • Term and Conditions ○ Pensions ○ Absence ○ Car Mileage • Costing Rules • Grades and Scale Points 			



Investigate and clarify requirements where necessary, and then provide an estimate for the cost, timing, and impact (if any) of the change			
Specify changes to application configuration.			
Provide necessary documentation detailing the Cost and timings along with a completed Change Control Request Form			
Approve amendments required prior to work commencing			
Agree implementation plan for any changes			
SYSTEM CONFIGURATION	Company	Customer	N/A
Incorporate agreed changes to System set-up in Test Environment in accordance with the specification			
Incorporate agreed changes to employee records in Test Environment in accordance with the specification			
Sign off and approval of acceptance testing			
Authorise configuration changes to be applied to Live Environment			
Implement configuration amendment in Live Environment			
Sign off amendments as complete			

4.7 SEPA Services

Payments to be made via SEPA are detailed in Payroll Service Requirement form during service implementation. These payments will be made on the dates shown. If this is a non-working day, then the pay date will be amended in line with the agreed Customer schedule. These dates may also be varied by mutual consent of both the Customer and Company and by dates nominated by SEPA as non-processing days.

SEPA PROCESS	Company	Customer	N/A
Liaise with Customer bank to set up a SEPA payment mechanism via an online banking portal			
Liaise with Customer bank to set up and maintain user accounts to the SEPA payment system mechanism			
Run the SEPA file and report creation process for payments as defined in the Payroll Service Requirement form.			
Run the SEPA process message log report			



Check SEPA process message log report to highlight any issues.			
Advise Customer of proposed amendments to correct issues identified during SEPA process.			
Customer to provide authorisation of proposed amendments or alternative instructions.			
Process amendments as instructed by the Customer.			
Supply and maintain a list of authorised signatories			
Complete a separate SEPA authorisation form for each transmission of employee or third-party payments entering the totals and SEPA dates.			
SEPA PROCESS	Company	Customer	N/A
Send the completed SEPA form to the Customer.			
Confirm accuracy of figures and dates on the SEPA authorisation form			
Ensure that relevant contacts are available to authorise the SEPA transmission in accordance with the Schedule.			
Sign the SEPA authorisation form and return to the Company to authorise transmission of SEPA.			
Upload SEPA file onto the SEPA payment mechanism (online banking portal)			
Authorise SEPA file on the SEPA payment mechanism (online banking portal)			
Maintain appropriate limits with SEPA to ensure control over payments being made.			
Process any non-SEPA payments for employees or third parties			
Ensure sufficient funds are available in the source bank account to fund the SEPA transmission. The funding of the SEPA payments will be through the Customer's nominated bank account. The Company will not, under any circumstances, be liable for funding the payment or any other costs incurred as a result of the subsequent late availability of funds			
Ensure the Bank holding the source account has given the appropriate permissions for the Company to transmit SEPA files on the Customer's behalf.			
Inform Company of any changes to the source bank account or SEPA user number, within a minimum 30 day lead time.			
Recall of full SEPA transmission(s) file.			



Recall individual line within SEPA transmission file.			
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SEPA TIMETABLE	
Day 1	SEPA Submission day
Day 3	SEPA Processing day
Day 4	Payments reach accounts

Each of the days indicated must be nominated by SEPA as a day on which processing may occur. These are normally Monday to Friday taking into account Irish Bank Holidays. The Company schedules SEPA transmissions on the day before the submission day. This allows both Customer and Company contingency time in the event of difficulties.

The Company will not accept responsibility regardless of circumstances for late payments where the Customer stipulates transmissions must on a regular basis happen on transmission day. **4.8**

Printing Services

PAYSLIPS (Printed or Electronic)	Company	Customer	N/A
Run the Payslip, Email or ESS process.			
Print payslips. Payslips will be quality checked. Any defective payslips will be securely destroyed and reprinted.			
The number of payslips printed and sealed will be checked against the file provided.			
Payslips will be delivered to the appropriate single location. Courier / delivery costs are excluded from the service charges.			
Payslips will be delivered to multiple locations. Courier / delivery costs are excluded from the service charges. This option may incur additional service charges			
Payslips will be delivered to home addresses. Delivery costs are excluded from the service charges. This option may incur additional service charges			
Provide and maintain list of delivery addresses in a format suitable to produce dispatch labels.			
Inform Company of amendments to delivery addresses.			

COURIER SERVICES	Company	Customer	N/A
Nominate courier (The Customer will select a courier of their choice)			



4.9 Processing Schedules

Below is the Company's standard monthly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P - 9	17.30
Start Data processing	P - 8	09.30
Activity	P -	Timing
Check Payroll data	P - 7	09.30
Run Payroll calculation and Core payroll standard output	P - 7	12.30
Check and balance payroll	P - 7	15.00
Submit payroll reports to customer for checking	P - 6	10.00
Customer to notify of any amendments via MHR standard format These should be limited to <ul style="list-style-type: none">Late leaversBank changes	P - 6	17.30
Process and check amendments	P - 5	17.30
Run final GTN and reports	P - 4	15.00
Check and balance payroll	P - 4	17.30
Provide Final reports and produce SEPA file	P - 3	09.30
Sign off SEPA and payroll	P - 3	14.00
Transmit authorised SEPA	P - 3	17.00
Transfer payslips for printing - payslips are to be provided on payday	P - 3	17.30
Service available for input	P + 0	12.30

Below is the Company's standard weekly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the data submission time will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.



Activity – Weekly Schedule	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P – 4	09.00
Start Data processing	P – 4	09.30
Check payroll data	P – 4	14:00
Run Payroll calculation and Core payroll standard output	P – 4	14:30
Check and balance payroll	P – 4	17:30
Submit payroll reports to customer for checking	P – 4	17.30
Customer to submit amendments	P – 3	12.00
Process amendments	P – 3	14.00
Run final GTN and reports	P – 3	15.00
Check and balance payroll	P – 3	17:30
Provide Final reports and produce SEPA file	P – 3	17:30
Activity – Weekly Schedule	P -	Timing
Sign off SEPA and payroll	P – 2	14.00
Transmit authorised SEPA	P – 2	15.00
Transfer payslips for printing - payslips are to be provided on payday	P – 2	12:00
Service available for input	P + 0	12.30

If the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

All payroll changes to be supplied as the information becomes available. Any information received after the input dates quoted will be carried forward to the next month's payroll.

4.10 Service Level Objectives

Activity	Achievement Target	Comments
Produce payroll on schedule	100%	
Achieve SEPA deadlines to schedule	100%	
Dispatch of payroll output to schedule	99%	
Accuracy of payroll processing content	98%	



Payroll queries (Current Tax Year)	80%	Within ONE working day from receipt
	95%	Within TWO working days from receipt
	100%	Within FIVE working days from receipt
Payroll queries (Previous Tax Years)	80%	Within TEN working days from receipt
	100%	Within FIFTEEN working days from receipt
Calculation of net pay to enable manual payments	Up to 5	Within ONE working day from receipt
Activity	Achievement Target	Comments
	6 to 14	Within TWO working day from receipt
	15 plus	Delivery date to be agreed
Fair Usage Activity	Amount per month	Comments
Payroll Transfer	1-10	Per 1000 employee's
Amendment of negative nets for leavers	1-10	
Calculation of over/underpayments including calculations for leavers.	1-10	Within the last tax year
Make statutory redundancy payment calculations	1-20	
Input redundancy payments	1-20	

4.11 Service Management and review

This service is only applicable to this Service level Agreement if procured in a signed Order Document:



4.11.1 Reviews

Service Review Meetings will be held as per the agreed frequency and method.

	Company	Customer	N/A
The Service Management Team Representative will have a review with the Customer on an annual basis.			
The Service Management Team Representative will have a review with the Customer on a six-monthly basis.			
The Service Management Team Representative will have a review with the Customer on a quarterly basis.			
The Service Management Team Representative will have a review with the Customer on a monthly basis.			
The review meetings will be held via web conference or tele-conference facilities			
The review meetings will be held at the Site of the Company or Customer			
The review meetings will alternate between Tele-conference / web conferencing and held at the Site of the Company or Customer			

4.11.2 Monthly Customer Contact Call

Issues identified by the Payroll Team during the pay period will be logged, investigated, and corrected to ensure the payroll is delivered accurately and on time.

The Payroll Team will issue payroll accuracy reports, including an overall score card. The report details any issues logged during the pay period and the phase at which they occurred, before SEPA, after SEPA or Dispatch. The report will be placed in the SFTP for retrieval and review.

A Customer contact call will be scheduled for a mutually agreed time so that the accuracy report can be discussed along with the outcomes of the pay period and any other relevant points.

4.11.3 Managed Service Support Hours

The Payroll Team will deal with pay enquiries, operational and schedule enquiries. The Payroll Team will be contactable between the following hours excluding weekends and English bank and public holidays.

- **09:00 to 17:00**



5. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements, and milestones to achieve the transfer of Customer data.		
Agree transition schedule.		
Provide specification of requirements for the data to be transferred.		
Agree specification of requirements.		
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity). As standard data will be provided as an oracle database.		
Exit Management Responsibilities	Company	Customer
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time. At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		

6. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts.

Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for significant HR and Payroll service issues.
Managed Services Director	0115 945 6000	Escalation point for significant HR and Payroll service issues.



7. Glossary of Terms

Expression	Meaning
SEPA	Single Euro Payments Area – usual method of payment
Business Continuity Plan	A plan that defines how the Company will deal with potential disasters.
Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner.

Expression	Meaning
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
Revenue	Irish Revenue
Data	Data is all data held in the Product
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service
PAYE Modernisation	PAYE - Communications sent to the Revenue on a periodic basis
Systems	Systems for the purposes of this Service Level Agreement means the Product, Third Party Products and interfaces.



SERVICE LEVEL AGREEMENT

ROI Transactional Service





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1. Introduction

1.1 Purpose

The Service Level Agreement defines the services provided and managed by the Company to the Customer.

1.2 Objective of the Service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items not specifically discussed in this document are excluded and would need to be scoped, costed, and agreed separately.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining roles and responsibilities
- Ensuring services are clearly understood
- Defining effective communication channels
- Documenting problem resolution and escalation processes
- Defining software service availability

1.3 Instructions

- The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol " " within the tables of this document.

1.4 Overview of provision

SERVICES IN SCOPE	Section	Provided
Transactional Services	5	
Provision	5.1	
Payroll Enquiry Service	5.2	
System Administration	5.3	
Change Control	5.4	
SEEPa Services	5.5	
Printing Services	5.6	
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2. Data Policy and Management

2.1 Data Ownership Policy

2.1.1 Purpose

The purpose of the **MHR** Data Ownership Policy is to provide guidelines for the **MHR** Payroll Operations Team, protected by law, or both. This policy describes the roles and responsibilities of the individuals charged with the handling, processing, and the maintenance of this information as part of the Transactional service being provided by **MHR**.

2.1.2 Policy

It is the policy of the Company that data and information will be made available to the Payroll Team to perform the necessary payroll processing required by their position to provide a Payroll Processing Service in line with the Contract between the Company and the Customer. The payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Controller. The Data Controller may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Third Party Services, e.g. payslip printing services, is the data 'Sub-Processor'.

2.1.3 Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the **MHR** Payroll Operations. It is not intended to cover information on individual customer desktops, laptops, or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all HR & Payroll related data via the secure method supplied by **MHR** for every payroll processing period. It is also the Customers responsibility to supply the data to the **MHR** Payroll Operations Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of payroll processing.

2.1.4 Revocation of Data Access

End of Affiliation: All Data Access will end when the Customer's affiliation with **MHR** ends for any reason.

2.2 Data Standards

All data must be provided into **MHR** within the agreed standard data format. The format will be explained to the Customer as part of the implementation as will the quality of data required.

The customer must provide the information via SFTP. Information provided through different delivery methods will be rejected and not processed.



Data Standard	KPI	Measurement
Format	All data provided in the agreed data conversion format and method	100%
Quality	Quality of data provided, this is measured through any inaccuracies and exceptions	100%
Method	Data provided either via SFTP or email	100%

3. Service Level Objectives

3.1 Service Objective Levels

MHR will make all reasonable endeavours to meet all Service offerings within the target parameters set out below.

	Target	Comments
Produce payroll on schedule.	100%	Dependent on customer supplying pay period data in line with the payroll schedule cut off dates.
Achieve SEPA deadlines to schedule.	100%	Dependent on customer signing off the required authorisation form in line with the payroll schedule.
Despatch of payroll output to schedule.	98%	Dependent on customer supplying pay period data in line with the payroll schedule cut off dates.
Accuracy of payroll processing content.	98%	Predominantly dependent on customer supplying pay period data in the prescribed data spreadsheet templates.
Payroll queries (current tax year).	75%	Within TWO working days from receipt.
	25%	Within FIVE working days from receipt
Payroll queries (previous tax years).	80%	Within TEN working days from receipt.
	20%	Within FIFTEEN working days from receipt.
Calculation of net pay to enable manual payments.	Up to 2	Within ONE working days from receipt.
	3 - 5	Within TWO working days from receipt.



3.2 Processing Schedule

Below is the Company's standard payroll schedules which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P - 9	17.30
Start Data processing	P - 8	9.30
Check payroll data	P - 7	9.30
Run Payroll calculation and iTrent reports	P - 7	12.30
Check and balance payroll	P - 7	15.00
Submit payroll reports to customer for checking	P - 6	10.00
Customer to notify of any amendments via MHR standard format These should be limited to <ul style="list-style-type: none">Late leaversBank changes	P - 6	17.30
Process and check amendments	P - 5	17.30
Run final GTN and reports	P - 4	15.00
Check and balance payroll	P - 4	17.30
Provide Final reports and produce BACS file	P - 3	9.30
Sign off SEPA file and payroll	P - 3	14.00
Transmit authorised SEPA	P - 3	17.00
Payslips released	P - 3	17.30
Service available for input	P + 0	12.30

Below is the Company's standard weekly payroll schedule which will be utilised during payroll processing. The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P). If the customer requires additional payroll checking time over and above the standard detailed below the data submission time will be brought forward.

The scheduled cut off data will be brought forward by public holidays and peaks of activity such as those associated with pay awards.

Activity – Weekly Schedule	P -	Timing
Submission of payroll data to MHR in the standard format via SFTP	P - 4	9.00



Start Data processing	P – 4	9.30
Check payroll data	P – 4	14:00
Run Payroll calculation and iTrent reports	P – 4	14:30
Check and balance payroll	P – 4	17:30
Submit payroll reports to customer for checking	P – 4	17.30
Activity – Weekly Schedule	P -	Timing
Customer to submit amendments	P – 3	12.00
Process amendments	P – 3	14.00
Run final GTN and reports	P – 3	15.00
Check and balance payroll	P – 3	17:30
Provide Final reports and produce BACS file	P – 3	17:30
Sign off SEPA file and payroll	P – 2	14.00
Transmit authorised SEPA file	P – 2	15.00
Transfer payslips - payslips are to be provided on payday	P – 2	12:00
Service available for input	P + 0	12.30

If the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

All payroll changes to be supplied as the information becomes available. Any information received after the input dates quoted will be carried forward to the next month's payroll.

3.3 Standard Payroll Processing

Once the service has been implemented and assigned to your dedicated Payroll team, **MHR** will provide the agreed Payroll service(s) in line with the Payroll Schedule and Standard Operating Procedures signed by the Customer.

If the standard pay date falls on a non-banking day, the pay date will be brought forward to the earliest available banking date.

All Payroll input must have been completed by the date outlined in the Standard Operating Procedures. Failure to supply the payroll input by this date by the Customer means the payroll will be processed late and payments may not be made on time.

	MHR	Customer
Provide input in the agreed MHR standard format in line with the schedule.		
Enter the agreed input into the payroll system.		



Input individual tax certificate amendments, or import bulk uploads received via ROS gateway.		
Check for tax certificates.		
Run the payroll calculation process.		
Produce checking reports.		
Reconcile checking reports against original input received.		
Produce First run set of standard reports and send to appointed Payroll contact.		
Check reports and notify MHR of any changes (any additional changes requested after the first run reports may become chargeable as an additional payroll run if these were not notified to MHR previously).		
Approve the Payroll.		
Produce the Final set of standard reports and send to appointed Payroll contact		
Provide a Payslip for the Employee as per the agreed schedule. Depending on the service bought, payslips will be electronic or printed.		

3.4 General Task Administration

The below table will outline tasks that are undertaken throughout the service(s) provision and the responsible entity. Any tasks that fall outside of this table may be chargeable in line with **MHR** standard pricing.

	MHR	Customer
Process all payroll input supplied for the period in the data load templates provided by MHR to the Customer.		
Calculate statutory payments and adjustments		
Supply occupational payments and adjustments (such as contractual sick pay, bonus or commission payments etc.).		
Where applicable manage payments from Social Welfare (DEASP)		
Handle any non-statutory deductions in line with the relevant standard PAY or DEDUCTION elements and make any subsequent payments to relevant third parties, where MHR is responsible for payments.		
Manage all statutory deductions in accordance with the relevant legislation and requirements and make any subsequent payments to relevant third parties, where MHR is responsible for payments.		



For the production of bulk data changes such as Annual salary increase, annual bonus, bulk increases in pension percentage data should be supplied in accordance with payroll operating procedures. Dependent upon timing and complexity of the changes to be made this provision may become a chargeable item.		
Complete any correspondence with employees in line with any of the above.		

3.5 Real Time Information (PAYE Modernisation)

MHR will handle all ROS submissions as outlined in the below table. Any legislative changes that require any adjustment to these procedures may become chargeable to the Customer in order for our processes to remain compliant and to cover the setup of any additional procedures that may be required. Any tasks that fall outside of this table may be chargeable in line with **MHR** standard pricing.

The following table relates to a one-off process that will be conducted on new payrolls where required.

	MHR	Customer
Complete a full data audit of information within the payroll system to assess the compliance of data for ROS purposes.		
Check all files with the customer for reconciliation and approval before submitting to ROS.		
Provide advice and guidance on any areas or non-compliance identified within data audit process.		
Supply any data required to ensure that the data within the payroll system is ROS compliant.		
Create the payroll submission base line and manually accept as per the agreed schedule.		
Create the first payroll submission file and submit to ROS as per the agreed schedule.		

The following table relates to the standard and periodic administration of the PAYE Modernisation process:

	MHR	Customer
Create the periodic payroll submission file.		
Provide advice and guidance on any data errors contained within the payroll submission file.		



Complete required actions to address any data errors contained within the payroll submission file.		
Submit the (corrected) payroll submission file to ROS as per the current legislation in line with the schedule.		
Request and reconcile the pay run report file for ROS		

3.6 SEPA Services

Where MHR is to make payments on behalf of the Customer the following table outlines the processes that will be followed.

	MHR	Customer
Run SEPA process log for checking and take action if required.		
Produce a SEPA authorisation form detailing all payments to		



employees and relevant third parties and send to appointed contact for approval and action.		
Confirm the accuracy of the figures on the SEPA authorisation form and provide authorisation to make the payments in line with the schedule. Late authorisation of payments may result in late payment of employees.		
Transmit the SEPA file.		
Retrieve and distribute SEPA input reports.		
Maintain appropriate limits with SEPA to ensure control over payments.		
Effect any non-SEPA payments for employees or third parties, and payment to employees or third parties that are not being made by MHR .		
Ensure sufficient funds are available in the source bank account to fund the SEPA prior the payment date in line with the schedule. Not providing sufficient cleared funds will result in late or nonpayment to Customer employees. MHR must receive cleared funds no later than 1 full working day before payments are due.		

	MHR	Customer
Ensure the bank holding the source account has given the appropriate permissions for MHR to transmit the SEPA file on behalf of the Customer (where MHR is required to make payments from the Customer's account). This information MUST be supplied in line with the Customers processing schedule no later than three working days before SEPA transmission		
Inform MHR of any changes to the source bank account or SEPA user number, This information MUST be supplied in line with the Customers processing schedule no later than three working days before SEPA transmission		
Where paid from Customer Account: If an error occurs during processing the Customer will recall both individual and complete SEPA transmissions including liaison with the banks and employees. Prompt error correction will be carried out by MHR new SEPA files will be created. Where the error was on behalf of the Customer this will be chargeable in accordance with MHR standard pricing structure per half hour of work plus any costs associated with recalling the SEPA.		

3.7 Post Processing

Following the standard payroll processing, **MHR** will carry out the following tasks in line with the agreed service(s) and the schedule.



	MHR	Customer
Produce and distribute a debit/credit analysis costing report to the appointed contact(s) in the standard format provided from the MHR payroll system. On the proviso that all costing analysis has been provided by the Customer during implementation.		
Clear down the Payroll.		

Any tasks that fall outside of this table may be chargeable in line with **MHR** standard pricing.

3.8 Year End Processing

Upon tax year end **MHR** will conduct the following tasks in line with the agreed service(s) and the schedule.

	MHR	Customer
Create and distribute P60's as per the agreed schedule.		

Any tasks that fall outside of this table may be chargeable in line with **MHR** standard pricing.

3.9 Hours of Operation

Payroll Processing Service Support Hours

The payroll team will deal with Managed Service operational and schedule enquiries. The payroll team will be contactable between the following hours excluding weekends and English bank and public holidays.

9:00 to 17:00

4. Definitions

Expressions within this document shall have the same meaning as in the Agreement or shall have the following meanings unless inconsistent with the context:

Expression	Meaning
SEPA	Single Euro Payments Area – usual method of payment
Change Control	A formal process used to ensure that changes to a product or system are introduced in a controlled and coordinated manner
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.



Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
ROS	Revenue Online Services
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the service
DEASP	Department of Employment Affairs and Social Protection
PAYE Modernisation	Real Time Information – Communications sent to the ROS on a periodic basis.
Remote walkthrough sessions	The formal process where the MHR teams share product and process knowledge to ensure the customer is in a position to provide and comprehend data, data conversion files and reports, as required under the payroll Standard Operating Procedures
SFTP	Secure site used for transferring processing data and reports between MHR and the Customer
SOP	Standard Operating Procedures - Agreed documentation setting out the processes and dates to which both MHR and the Customer adhere to, to produce in period payroll and reports.
Deferral	Auto enrolment process that allows companies to stagger staging dates for employees
Opt out	Term used for employees leaving pension schemes under pension provider or legislative rules
Opt in	Term used for employees requesting to join a pension scheme before eligibility criteria is met.

5. Document Control

Version No.	Date of Issue	Authors	Status	Comments
1.0	15/09/2017	Jeanette Wheeler	Archived	Update to MHR International UK Limited
1.1	03/08/2020	Kelly Pygott	Archived	Reviewed
1.2	28/01/2021	Eamon Rheinisch	Archived	Reviewed
1.3	20/08/2021	R. Benner	Final	Amendment to SEPA processing section
1.4	14/08/2023	MHR	Live	Online Version



SERVICE LEVEL AGREEMENT

Analytics Products and Services





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1. Introduction

1.1. Purpose

This Service Level Agreement defines the services provided and managed by the Company to the Customer in order to provision the **Analytics Products and Services**.

This Service Level Agreement for the additional Analytics Services is in addition to and not in replacement of the Customers' existing Service Level Agreements unless expressly stated to the contrary herein.



1.2. Objective of the Service

The objective is to deliver a timely, accurate and complete service to the Customer. The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining the respective responsibilities of each party
- Ensuring effective management of the Analytics Services
- Defining effective communication channels
- Documenting problem resolution and escalation processes.

The services to be delivered as part of the agreed Customer's requirements, the Company's and the third-party supplier's obligations are denoted by the symbol “ ” in the relevant tables of this document.

Notwithstanding any order of precedence set forth in the Agreement, in the event there is a conflict between this Service Level Agreement and the Order Document, the Order Document shall prevail.

2. Analytics Services

2.1. Services Provision

The Order Document identifies the products and services this Service Level Agreement covers.

2.2. Responsibilities

2.2.1. Hosted Customers - MHR

The tables below detail the Company's and the Customer's responsibilities where the product or service is hosted on MHR's infrastructure.

INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer
Provide and maintain IT infrastructure required for running of the Services.	✓	

SYSTEM ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS	Company	Customer
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Access to the Analytics Services to adhere to all approved MHR security measures and protocols with security audits available should they be required.	✓	
Data held within the Application shall not cross outside UK borders, nor shall access be permitted from a non-UK base of operations, unless agreed otherwise.	✓	

DATA MANAGEMENT AND PROCESSING RESPONSIBILITIES	Company	Customer
Data quality within iTrent or People First will be the direct responsibility of the customer.		✓

2.2.2. Hosted Customers – Third Party Infrastructure

The tables below detail the Company's and the Customer's responsibilities where the product or service is hosted on third party infrastructure.

INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Third Party	Customer
Provide and maintain IT infrastructure required for running of the Services.	✓	

SYSTEM ADMINISTRATION RESPONSIBILITIES AND OBLIGATIONS	Company	Customer
Access to the Analytics Services to adhere to all approved MHR security measures and protocols with security audits available should they be required.	✓	



DATA MANAGEMENT AND PROCESSING RESPONSIBILITES	Company	Customer
Data quality within iTrent or People First will be the direct responsibility of the customer.		✓

2.2.3. On-Premise Customers

The tables below detail the Company's and the Customer's responsibilities where the product or service is hosted on the customer's infrastructure.

INFRASTRUCTURE RESPONSIBILITIES AND OBLIGATIONS	Company	Customer
Provide and maintain all IT infrastructure required for running of the Service that is hosted by third party providers.		✓

DATA MANAGEMENT AND PROCESSING RESPONSIBILITES	Company	Customer
Data quality within iTrent or People First will be the direct responsibility of the customer.		✓
Relevant infrastructure access will need to be granted to MHR in order to provide support.		✓

DATA MANAGEMENT AND PROCESSING RESPONSIBILITES	Company	Customer
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Data quality within iTrent or People First will be the direct responsibility of the customer.		✓
Data quality within the Third-Party Software will be the direct responsibility of the customer.		✓

3. Infrastructure Availability

3.1. Infrastructure Hosted by MHR Cloud Services

Infrastructure availability for the MHR hosted platforms and environments upon which the services described within this document are offered is fully detailed within the MHR Cloud Services SLA.

3.2. Infrastructure Hosted by Third Parties

Where a service utilises infrastructure that is hosted by third parties, service levels will be subject to the third parties' service level agreements, which are freely available on Microsoft, IBM, and SAP websites.

4. Support Services

4.1. Raising an Incident

To raise a support case with MHR Analytics Managed Services Support, use the 'Service Cloud link:

https://midlandhrcommunity.force.com/ServiceDesk/CustomLogin_ServiceDesk

MHR follows the industry-standard model for defect management. If a case is confirmed as a defect needing a software modification, the case will be linked to a new or existing defect record and closed. All defects are published on the support portal with their planned resolution timescales and workarounds where applicable.

Fixes for defects are generally included in the next or future release, though for high-impact defects, we may issue a hotfix.

4.2. Contact Points and Escalation Routes

Contact type	Primary contact	Escalation Route
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Cases and defects	MHR Service Desk	MHR Service Desk Escalation Process
Commercial Enquiries	MHR Account Manager	Account Management Head
Chargeable A&G	MHR Assist	MHR Assist Manager

5. Definitions

Expressions within this document shall have the same meaning as in the Agreement or shall have the following meanings unless inconsistent with the context:

Expression	Meaning
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as “Supplier”, “Licensor”, “Seller”, or any other term defined in an agreement to denote MHR International UK Limited as the software provider.
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as “Buyer”, “Authority”, “Council”, “Licensee”, or any other term defined in an agreement to denote the organisation as the recipient of any software or services.

Document Control

Version No.	Date of issue	Authors	Status	Comments

1.0	03/04/2021	S. Bastick	Draft	First Pass
1.1	30/04/2021	L. Timms	Final Draft	Amends made from Legal, Sales and Services. For final sign-off
1.2	20/05/2021	L. Timms	Final	For Release
1.3	27/10/2021	H. Watts	Final	Amendment to escalation contacts
1.4	19/01/2022	H. Watts	Final	Branding changes
1.5	14/02/2022	S. Wharton	Final	SAC Universe added and small text changes
1.6	26/05/2022	J. Harris	Final	Updated to include Integration Service
1.7	29/07/2023	I Moffat	Final	Updated to rationalise products and services

End of document



Thank you

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