

Standard Service Level Agreement Template

Supplier Specific Reference: **<Supplier Specific Reference>**

Service level agreement details

This Service Level Agreement (SLA) is between the Supplier and the Customer, and is in accordance with the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements.

Period of the Service Level Agreement (SLA)	Effective Date	<Start Date>
	Expiry Date	<Expiry Date>

This SLA allows for the customer to extend until the following date:

Extension expiry date	<extension expiry date, if applicable>
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	
Address of Supplier	
Signature of Authorised Signatory	
Date of Signature	

Sub-Contracted Supplier SLA Signature panel

The "Sub-Contracted Supplier"	
Name of Sub-Contracted Supplier	STCS Limited
Name of Sub-Contracted Supplier Authorised Signatory	
Job Title of Sub-Contracted Supplier Authorised Signatory	

Address of Sub-Contracted Supplier	Hypoint, Saltmeadows Road, Gateshead, Tyne & Wear, NE8 3AH
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

The “Customer”	
Name of Customer	
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	
Address of Customer	
Signature of Customer Authorised Signatory	
Date of Signature	

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *STCS Limited* and *Customer* for the provision of **support services for <project name>**. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all support covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of goods and/or service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent support services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the support provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Contract Managers

The primary Contract Managers from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service.

Primary Contact Details:

	Supplier	Customer
Name		
Title		
Email		
Phone		

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

a) Goods and/or Services Provided

Please detail the goods and/or services that will be provided by the Supplier to the Customer

Support and Development for the LCS Manager software application.

b) Price/Rates

Basic monthly support @ <rate> per month (excl. VAT)

Rate is fixed for 12 months

Support effort capped at 2 days developer effort per month, plus PM/Business Analyst input.

Monthly support effort can also be offset against any charges incurred by mandatory changes to the National Programme Reporting Dataset. Any such changes will be impacted by STCS and related charges communicated to the customer before work is scheduled

Additional support can be purchased at <rate> (excl. VAT) per day, on request.

Additional development for local or national changes to be impacted and costed on request.

c) Total Value of Call-Off

Please note that this value is an estimate and therefore is no guarantee to the Supply of Volume (No increase without prior agreement)

Support: <rate> per annum (excl VAT)

Initial set up costs: <rate> (excl VAT)

d) Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

Support is offered between 8am and 6pm, Monday – Friday, excluding Bank Holidays

Support issues should initially be raised with lcsmanagersupport@stcs.co.uk

e) Delivery Location

Remote delivery from STCS premises. STCS staff will attend customer site for workshops as required.

Access to the customer network / cloud will be required. Customer agrees to provide timely access to STCS for the purposes of ad-hoc support and agreed, scheduled releases.

f) Invoicing Methods

Basic monthly support will be invoiced quarterly or as agreed, in advance.
Payment to STCS Limited is due within 30 days of receipt of a valid invoice.

Any additional development work will be subject to:

- Quotation from STCS Limited
- Purchase Order from Customer
- Invoice from STCS Limited
- Payment to STCS within 30 days of receipt of a valid invoice.

Invoices will be sent to the Customer at: <address for invoices to be supplied by customer>

All invoices should include the supplier specific reference **(as stated on front page of this document)**

g) Reporting

Logs of incidents raised will be supplied to customer on request.

Project Management Reports may be required for substantial additional development works. The format and schedule for such reports will be agreed at the outset of any development works.

h) Interoperability

Please list any Approved Organisation equipment or solutions that will require interoperability:

LCS Manager will be hosted on either internal network or cloud (customer choice).

STCS staff will access the network remotely. Customer will be responsible for defining access protocols and providing timely access to the network.

i) Response Timescales

Please list expected timescales for response/delivery of Goods and/or Services:

Priority Level	Definition	Initial Response	Action
1	The system is not operational or is operational but with critical functionality not available or not working correctly and there is no workaround to the problem	2 hours	Allocate a support person to investigate the fault and to work continuously, in working time, until the fault has been identified and fixed. We will keep the client informed about progress at regular intervals.
2	The system is operational and critical functionality is unavailable or not working correctly but there is a workaround to the problem.	2 hours	Allocate a support person to investigate the fault and to work continuously in working time until the problem has been diagnosed. We will keep the client informed about progress at regular intervals and will endeavour resolve the issue within two working days or to submit a plan for the resolution.
3	The system is operational and there	4 hours	Will investigate the problem within two working days and discuss the fix with the client representative. Will either

	are faults but the critical functionality is working correctly.		implement the fix within 5 working days if that is feasible or agree to implement any change with the next planned release of the system.
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6. Supply Terms and Performance

a) Supplementary Conditions of Contract

The terms of the G-Cloud Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

The LCS Manager software licence is subject to the attached Licence Agreement



Licence
Agreement.pdf

b) Sub-contracting (if applicable)

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

STCS Limited, Hypoint, Saltmeadows Road, Gateshead, Tyne & Wear, NE8 3AH

c) Implementation and Exit Plan

Bidder and supplier to agree the following implementation plan and exit plan.

Implementation:

- Customer will create the application server and allocate space on an appropriate database server. Agreed operating systems, SQL Server database and certificates will be installed. Both pre-live (test) and live instances must be provided.
- STCS will provide details and evidence of BPSS clearance for staff requiring access to the Trust network.
- Customer will provide user credentials and access to the Trust network for nominated staff.
- STCS will create the test environment by installing the LCS Manager software on the application server and running the required database scripts.
- Any configuration/localisation of the software will take place, with Customer Programme staff carrying out UAT to ensure the software is ready for use.
- STCS will provide training for nominated Programme Staff.
- STCS will work within customers standard deployment processes to prepare the system for go-live – with documented processes for Disaster Recovery etc.
- STCS will install the signed-off version of the LCS Manager software on the live application server and live database instance.

Note that any Data Migration requirements are covered under the 'Additional Works' quote. This is subject to full analysis and therefore cannot be included in the Implementation Plan until an approach is agreed – migration is not necessarily required for go-live.

Exit Plan:

- STCS will hand over the latest version of customer specific source code for the LCS Manager software application.
Should any code walkthroughs be required, these will be charged at the additional daily support rate of <rate> (excl. VAT).
- STCS will hand over any credentials to customers nominated IT staff.

- Customer will remove STCS network access.

d) Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer Programme Lead and STCS Project Manager will work together and attempt to resolve any issues locally.

Serious or unresolved issues can be escalated to STCS Company Directors.

Should this approach fail to result in a satisfactory outcome for the Customer, parties should refer to the Clause 22 Dispute Resolution of the Framework Call Off Terms & Conditions.

e) Termination

The standard procedure is detailed below

Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue.

f) Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party

g) Insurance

The insurance policy for the contract required is detailed below

- Public Liability - £5,000,000 any one occurrence
- Products Liability - £5,000,000 any one period of insurance

h) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

Customer is responsible for providing Clinical Risk Assessment (DCB160) for the deployment of the system and all changes requested, and for managing any DTAC activities required to support major system changes. Clinical Risk Assessment (DCB1029) for the manufacture of the system and any changes will be carried out by STCS.

Should major system changes be requested, where DTAC mandates an external penetration test, customer will be responsible for commissioning such a test, or must ask STCS to include test costs in their formal Quote for the works.

Customer is responsible for hosting the software application on the internal network or in a cloud, and maintaining/supporting the platform, including the application of security patches and operating system upgrades.

Customer is responsible for commissioning any required Penetration Testing of the application in situ.

Should Customer take on support and development of the application in the future, they are required to inform Newcastle Upon Tyne Hospitals Trust of any changes (beyond localisation), as per the terms of the Licence Agreement for LCS Manager.

i) Key Performance Measures

Set Up & Implementation

- STCS will contribute to the Programme Risk Register (if required) upon engagement with contracting authority within 30 days
- Evidence of relevant employee checks will be provided to the Approved Organisation within 14 days
- Evidence of signed confidentiality agreements will be provided to the Approved Organisation within 14 days

Support

- 100% of customer enquiries are responded to within 1 working day of initial inquiry

7. Other Requirements

Please include any additional requirements that are not outlined above

a) Variation to Standard Specification

Please list any agreed variations to the specification of requirements

b) Other Specific Requirements

Please list any agreed other agreed requirements

Please see the attached Licence Agreement.



Licence
Agreement.pdf

The Licence for LCS Manager gives the customer the rights to develop the software, under Licence. Development beyond customisation for local processes must be notified to NuTH (this will be carried out by STCS where we are engaged to develop any changes). Usage and development is restricted to the management of the Lung Cancer Screening programme – the software must not be adapted for use by any other Health Screening Programme.