

Service Level Agreement (SLA) for Services provided to CILEx Regulation Ltd

Effective Date: TO BE ADDED

Document Owner:	CILEx and CILEx Regulation Limited
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Version

Version	Date	Description	Author
1.0	11-03-2020	Service Level Agreement creation	Tony Bunce

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Chief Financial Officer	Service Provider		?-?-2020
CEO CILEx Regulation Ltd	Customer		?-?-2020



Table of Contents

1. Agreement Overview.....	3
2. Goals & Objectives.....	3
3. Stakeholders	3
4. Periodic Review	4
5. Service Agreement.....	4
5.1. Service Scope	4
5.2. Customer Requirements	5
5.3. Service Provider Requirements.....	5
5.4. Service Assumptions.....	5
6. Service Management	5
6.1. Service Availability	6
6.2. Service Incidents and Requests.....	6
6.3. Contact Points, Escalations, Expedites and Reverse SLA.....	7
7. Service development and contract monitoring.....	7
8. Complaints process.....	8
9. Dispute resolution.....	8
10. Confidentiality.....	9
11. LSB IGR compliance.....	10

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between CILEx and CILEx Regulation Ltd for the provision of services required to support and sustain Membership regulation and Entity Regulation.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for effective service provision between the Service Provider(s) and Customer(s).

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

- Provide clear reference to service ownership, accountability, roles and/or responsibilities and set out the legal framework under which this Agreement arises.
- Present a clear, concise and measurable description of service provision to the Customer.
- Match perceptions of expected service provision with actual service support & delivery.
- To be compliant with the Legal Services Board’s Internal Governance Rules and section 28 of the Legal Services Act 2007.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider: CILEx (“Service Provider”)

Customer(s): CILEx Regulation Ltd (“Customer”)

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of the services delivered under this SLA. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Tony Bunce (IT and FM), Chief Financial Officer (Fin), Trish Hewitt (HR)

Service Review Period: Quarterly (3 months)

Notice period: 6 months notice period for partial or full service cancellation.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement. Service specifications/catalogues will set out the detail of the transactional services to be delivered and how these will be monitored.

5.1. Service Scope

The following Services are covered by this Agreement as per the baselined service catalogue;

- a. IT Services and support (IT)
- b. Facilities Management Services, maintenance and support, H&S (FM)
- c. Financial Services, auditing and support (Fin)
- d. HR & OD Services and support (HR)
- e. Marketing and communications
- f. Membership
- g. Qualifications/education

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Availability of customer representative(s) when resolving a service-related incident or request.
- Availability of customer representative(s) when service, escalation, expedite authorizations are required.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents (set out in the schedules).
- Timely and complete provision of data to allow the Practising Certificate Fee (PCF) to be formulated and submitted to meet deadlines set by the Legal Services Board (LSB)
- Appropriate notification to Customer for all scheduled maintenance.
- Provision of services agreed within this SLA.
- Providing quarterly service performance reports as a minimum standard (monthly are preferable where this is not onerous)
- Providing a more detailed annual report covering longer-term themes or trends, learning and suggestions for improvement

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholder leads and key stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support:
8:45 A.M. to 5:00 P.M. Monday – Thursday
9:00 AM to 4:00 PM Friday
 - Calls received out of office hours will not be answered, any voice mails left will be responded to the following working day.

- Email support: Monitored:
8:45 A.M. to 5:00 P.M. Monday – Thursday
9:00 AM to 4:00 PM Friday
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

- Trouble/Service Ticketing (Spiceworks)
8:45 A.M. to 5:00 P.M. Monday – Thursday
9:00 AM to 4:00 PM Friday
 - Tickets received outside of office hours will be collected, however no action can be guaranteed until the next working day.
 - Ticket SLA, tickets received outside of office hours will be collected and an email receipt send that acknowledges receipt. However, the 'clock does not start ticking' until the following start of service hours

- IT/FM/Fin/HR systems and availability:
 - 8:45 A.M. to 5:00 P.M. Monday – Thursday
 - 9:00 AM to 4:00 PM Friday

6.2. Service Incidents and Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames. For the avoidance of doubt an incident shall be described as a break in a live service. A service requests relates to the provision of a new service/item. Ad hoc requests with no priority (support for projects, information, guidance etc) will not be measured by the SLA document:

Incidents:

- 0-4 hours (during business hours) for issues classified as **Critical (Priority 1)** priority. Must be authorized by CEO or Director
- 0-8 hours (during business hours) for issues classified as **High (Priority 2)** priority.
- Within 3-working days for issues classified as **Medium (Priority 3)** priority.
- Within 5 working days for issues classified as **Low (Priority 4)** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

Service Requests:

- Next working day for requests received by 1400hrs classified as **Critical (Priority 1)** priority. Must be authorized by CEO or Director
- 1 full working day for requests classified as **High (Priority 2)** priority. Must be authorized by CEO or Director
- Within 3-working days for requests classified as **Medium (Priority 3)** priority.
- Within 5 working days for requests classified as **Low (Priority 4)** priority.
- Within 10 working days for requests classified as **Low (Priority 5)** priority.

For equipment/software etc the clock does not start ticking until all authorizations have been received and or (if the item/service is requested via a 3rd party) the item has been delivered to CILEx for install etc

6.3. Contact Points, Escalations, Expedites and Reverse SLA

Contact numbers and points are:

IT Services – ext 379 (01234 844379)
FM Services – ext 738 (01234 845738)
Fin Services – ext 634 (01234 844634)
HR Services – ext 354 (01234 844354)
Marketing and communications - ext 721 (01234 845721)
Membership - ext 703 (01234 845703)
Qualifications/education - ext 703 (01234 845703)

An **escalation** can be made where the SLA has expired. An **expedite** is where the request is still within SLA but where the customer would prefer it to be delivered earlier than the agreed SLA (there is no suggested guarantee that an expedite can be delivered). Both an escalation and expedite must be approved by a CEO or Director.

There will be certain services that have a **reverse SLA** (which may be covered in an annex). This is where the customer must provide a certain amount of notice for the supplier to meet the SLA i.e. a new joiner, the customer must provide a given amount of notice to HR, FM and IT to ensure that all compliance checks are completed prior to the new member of staff arriving on site.

7. Service development and contract monitoring

The Service Provider and the Customer will work together collaboratively to ensure a shared realistic understanding of objectives and issues and as a result, a shared commitment to improving the quality and deliverability of the SLA.

With the goal of fostering supportive, effective, timely and constructive feedback and service development processes; the Service Provider and the Customer will mutually agree mechanisms for contract monitoring and service development that can be adjusted through the life of the SLA. This will enable mechanisms to change in light of experience, without needing the SLA to be amended.

Measures

Service key performance measures will be developed and mutually agreed to aid service delivery and improvement.

8. Complaints process

All complaints must be received within a reasonable time period (but not more than 2-weeks of the event or 2 weeks of becoming aware of the event where it was not reasonable to know earlier), in writing and addressed to the CEO of the Service Provider. All complaints received will follow the Service Provider's complaints process.

9. Dispute resolution

7.1. If any dispute arises, in relation to this Agreement, the dispute in the first instance should be resolved between the Customer's Responsible Manager and the Service Provider's Manager who holds responsibility for overseeing or providing the Service which is the subject of dispute. The parties will inform each other who are acting as the Responsible Manager and Service Provider's Manager, including when the named lead changes.

7.2. In the event that the parties are unable to settle the dispute in accordance with Clause 7.1, the Chief Executives of the Service Provider and the Customer, and, if

necessary the Chair of the Board the Service Provider and the Chair of the Board of the Customer should attempt to resolve the dispute.

7.3. If the parties are unable to settle the dispute in accordance with Clause 7.2 there is nothing to prevent either company from referring an unsettled dispute to the Legal Services Board for an IGR compliance related matter or if appropriate to an independent mediator. Either party may refer a dispute to the Legal Services Board before or during independent mediation, but any mediation should halt pending the Legal Services Board outcome.

7.4. To initiate a referral to the Legal Services Board in relation to matters covered by the SLA, as a matter of good practice, a party by one of its Lead Officers should give at least five working days written notice to the other party, before referring the dispute to the Legal Services Board in accordance with Clause 7.3. The only exception would be for a time critical important situation, where as much notice should be provided as reasonably possible.

7.5 Notwithstanding Clauses 7.1 – 7.4, if a dispute arises in relation to the interpretation or operation of this Agreement, and the Internal Governance Rules or the Protocols agreed by the Service Provider and the Customer, the dispute must be referred to the Legal Services Board in accordance with Internal Governance Rule 14 and the Protocols agreed between the parties.

10. Confidentiality

Unless an IGR-compliant exception applies, information obtained or held by the Service Provider through services provided under this Agreement in relation to the Customer must not be shared without explicit prior written agreement from the CILEx Regulation CEO or a Director.

The following exceptions apply:

- Information purely relating to the contract performance. The types or categories of performance information must be agreed in advance between the Service Provider and the Customer before any information is shared to avoid inadvertent disclosure of confidential information.
- Information under the *Information-Sharing Protocol* between the Service Provider and the Customer where the Service Provider is either expected to disclose or share this information under the *Information-Sharing Protocol* or has permission to do so from a the Customer's Executive Officer.

11. LSB IGR compliance

The Service Provider and Customer will, in accordance with Internal Governance Rule 6 and the associated agreed Protocols, ensure they are familiar with the requirements of the Legal Services Board's Internal Governance Rules relating to this SLA to ensure compliance with those Rules and the Legal Services Act 2007.

For the purposes of this Agreement, the Service Provider and the Customer agree to comply with the following Internal Governance Rules and the associated Protocols (as agreed by the Service Provider and the Customer and published on their respective websites):

Rule 5 – Prohibition on Dual Roles

Rule 6 – Individual Conduct

Rule 11 – Shared Services

Rule 13 – Candour about Compliance

Rule 14 – Disputes and Referrals for Clarification

11.1 Termination of the SLA for IGR non-compliance

Where the Legal Services Board considers there are serious or enduring breaches of the Internal Governance Rules and/or section 28 of the Legal Services Act 2007, this SLA may be terminated with immediate effect or with a reduced notice period by the Customer.

End of document