

Technology Services
**Schools and Academies
Service Level Agreement**

IT Support

2014/15



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1. Introduction

Purpose of the Schools Service Level Agreement

The SLA is part of the overall contractual and operational documentation and is intended to set out each of the Party's service delivery obligations. The SLA has been designed to define the responsibilities of all Parties to the Agreement, determining who is the Lead Party (the party responsible for making sure that the required outcome is achieved), and what each of the respective parties are expected to contribute in order to achieve the required outcome.

Our Commitment to You

Hoople's Transformation and Technology Service is committed to achieving continuous service improvement and business excellence. We want to ensure that our Clients receive the highest level of service possible and that this is delivered economically, efficiently and effectively. The primary aims of the service are:

- To work with the Client to develop / implement IT solutions to help meet their objectives
- To identify new IT opportunities and provide technical expertise to enable the Client to improve efficiency whilst reducing operational costs
- To provide a secure, stable and robust environment, which enables the Client to utilise existing software applications with the maximum return

Our service will be based on the **ITIL** standard (Information Technology Infrastructure Library) and will focus on aligning technology with the needs of your business. ITIL is an industry standard that provides best practice IT management from the public and private sector.



Service objectives are to provide:

- IT Strategic leadership to help Clients achieve continuous service improvement within their business
- A service that is fit for purpose for a diverse range of users
- A robust infrastructure platform
- Timely and professional resolutions to incidents and service requests

1.1 Points of Contact

The main points of contact for Transformation and Technology are:

Quotations, dedicated Account Management and Service needs:

Mike Truelove – Business Relationship Manager to Schools

Telephone: 01432 260439

Mobile: 07792 881667

Mike.Truelove@hoopleltd.co.uk

IT Support

The Service Desk

Telephone: 01432 260160

ITServiceDesk@HoopleLtd.co.uk

1.2 Quality Indicators and Performance Reporting

Quality Control

Hoople is committed to providing superior quality products and services. Quality objectives have been established to drive continuous improvement, greater efficiency and improved customer satisfaction.

The quality programme employs effective quality control techniques, quality assurance reviews/audits and Client satisfaction reviews aimed at continually improving value over the long term while addressing the needs of all stakeholders. Exceeding Client expectations is a core aspiration for Hoople.

Primary elements of service quality include: Reliability, Understanding of Client issues, Empathy and Responsiveness.

Continuous Improvement Programme

A Continuous Improvement Programme (CIP) has been implemented to promote customer focus and service, this includes:

- Listening to our Clients' feedback so that continuous improvement is actioned
- Where necessary, we will review and amend processes to improve service delivery
- Developing the Lean Academy with our Clients to train staff from our organisations to develop skills in service and process improvement
- Sharing best practice and innovation

1.3 Hoople Overall Responsibilities

- Discharging the services and standards listed in the SLA
- Achieving the agreed key performance measures
- Continuously maintaining and improving levels of skills and expertise to deliver and improve the services in accordance with good industry practice
- Dealing with additional / special Client requests
- Annual Client consultation as part of a Continuous Improvement Programme
- Notify Client of any problems in connection with the provision of service
- Provide agreed performance indicator reports to agreed timescales
- Respond promptly to information requests from the Client, including statutory and regulatory access to information requests, for example to meet statutory timescales
- Observe the agreements on intellectual property
- Delivering all service, programme and project assurance requirements as agreed with the Client
- Maintain the agreed hours of operation which are Monday to Friday 08:00 – 17:30, plus *agreed out of hours support*, where arranged
- Compliance with all legislation, statutory regulations and Client's financial procedures, procurement policy and operating policies
- Compliance with the Client's Information Security Management System Policy and Statement of Applicability to deliver ISO27001 certified services

1.4 School/Academy's Overall Responsibilities

- Treat the contents of this agreement as confidential and commercially sensitive, unless agreed with Hoople
- Co-operate with all reasonable demands for access to IT facilities within the school grounds
- Comply with the terms of any corporate license agreement relevant to the delivery of services under this agreement
- Provide information reasonably requested by Hoople to agreed timescales
- Ensure that staff are fully informed and adhere to all policies affecting the services provided by Hoople
- Ensure that charges for services are paid promptly and in accordance with our credit terms of 30 days
- Inform Hoople of any risks which may impact service delivery
- Pay all agreed third party supplier costs, not included in the costs of this SLA, within 30 days
- Treat all data as confidential and in accordance with the Data Protection Act

1.5 Joint Overall Responsibilities

- Provide accurate and timely information on IT systems and applications to enable service delivery
- Ensure that all employees are aware of any changes to legislation, policies and procedures affecting the delivery of services with this agreement
- Ensure co-operation and prompt action to correct all errors and anomalies
- Ensure that service / organisation objectives are clearly communicated in a manner that is understandable by all parties

1.6 Breakdown of IT Services

IT ESSENTIALS

Technical IT Support *(Please see appendix A)*

| Packaged hours of IT support that includes a dedicated engineer and remote support | | 1/2 |
|--|---|--|
| Deliverable | Client Responsibilities | Hoople Responsibilities |
| <p>A packaged amount of flexible hours that offers:</p> <ul style="list-style-type: none"> • Dedicated onsite named engineer* • Remote support including infrastructure monitoring for your server, network, backups and weekly health checks • Helpdesk support Monday – Friday, 8 am to 5.30 pm • Dedicated account manager • Emergency response for business critical incidents <p><small>*With the exception of holidays and operational needs – in this instance a substitution will be provided</small></p> | <p>The school is required to: -</p> <ol style="list-style-type: none"> 1. Ensure that IT Services staff have full and timely physical access to the school's server(s), network equipment, PC's and administrator accounts and passwords 2. Consent to the use of administrator level remote access to the school's network by IT Services staff via remote access software, within the school, for the purpose of maintenance and troubleshooting 3. Ensure that all systems have appropriate anti-virus software installed that it is regularly updated 4. Consent for IT Services staff to transfer data from the school for the purpose of troubleshooting issues with the data (all data will be treated as highly confidential and in accordance with the Data Protection Act) 5. Ensure that when Hoople staff make site visits that all work requested will be in a safe environment and complies with HSE regulations and practices 6. Backups 7. Ensure that during the scheduled visit the engineer has sufficient time to carry out an essential Maintenance Programme | <p>Telephone Service Desk</p> <ul style="list-style-type: none"> - To provide a first response service for all school IT service users between 8-5:30 Monday to Friday. This will be on a best endeavors basis as not all issues can be resolved remotely - If not resolved remotely an engineer will agree with the school as to whether the issue warrants an additional visit outside of those scheduled <p>Scheduled visits where required</p> <ul style="list-style-type: none"> - To provide on-site visits at a predefined frequency <p>Desktop engineer (field) support</p> <ul style="list-style-type: none"> - To provide desktop maintenance/support to workstation hardware, printers and all standard Microsoft operating system and office software - To maintain desktop anti-virus updates and upgrades <p>Core services</p> <p>All curriculum server related incidents that cause a loss of service are covered within the core services of this SLA. This includes: -</p> <ul style="list-style-type: none"> • external e-mail • firewall • backup (support only – the actual process of backup is the school's responsibility) • internet/proxy • server <p>However, the costs of the parts that are used in the repair of any equipment, that are outside of the manufacturer's warranty, are chargeable. Time spent in providing this service is deducted from the hours from your chosen support package</p> |

Packaged hours of IT support that includes a dedicated engineer and remote support
2/2

| Deliverable | Client Responsibilities | Hoople Responsibilities |
|-------------|---|---|
| | <p>8. Complete the schools scheduled visit booklet supplied to your school prior to the engineer's visit or use the Hoople Service Portal</p> | <p>Network infrastructure support</p> <ul style="list-style-type: none"> - To provide and maintain a data communications network. To maintain active and passive hardware, ancillary equipment and appliances. To maintain wide area network (WAN) services, such as ISDN and analogue Dial-up services <p>Server support</p> <ul style="list-style-type: none"> - To maintain servers, proxy/firewall, e-mail server, application and file/print and to ensure that the servers are available to a high degree. This service includes both hardware and software maintenance, including patches to operating system software <p>Server-side virus protection</p> <ul style="list-style-type: none"> - To maintain server-side anti-virus software to monitor all files held on maintained network servers <p>Data backup & disaster recovery</p> <ul style="list-style-type: none"> - To provide on request (and where feasible) a data backup solution to protect data in the event of a failure. We can also advise on data/disaster recovery where servers can be rebuilt from a previous backup – this does not cover the cost of replacement hardware or email services <p>IT services authored software</p> <ul style="list-style-type: none"> - To provide software and software support to custom software authored by IT Services. These include but are not limited to: Desktop Application Centre & NT Admin <p>Whiteboard connected PC/laptops</p> <ul style="list-style-type: none"> - To provide telephone, onsite and remote support to PC's/Laptops connected directly to whiteboards. In the event of a PC/Laptop failure, Hoople's IT Services will endeavour to resolve as soon as possible, and will treat such failures as a priority <p>Remote server health check</p> <ul style="list-style-type: none"> - To perform a weekly remote server health check. Any issues that require action will be reported to the school including our suggested recommendations <p>Extended/additional scheduled visits</p> <p>There is no labour charge for any work carried out by Hoople's IT Service Engineers for the duration of their scheduled visit. However, a charge will be made for any extended/additional work carried out by our IT Services engineers that is outside of the appointment</p> |

ENHANCED IT NEEDS

Server Installations

| From advice through to installation, Hoople will take you through the complete process of developing your Server integration | | |
|--|--|--|
| Deliverable | Client Responsibilities | Hoople Responsibilities |
| <p>Your business relationship manager (BRM) will work with you to understand your Server needs and a solution will be designed by a technical architect that is both robust and cost effective. In summary we will deliver:</p> <ul style="list-style-type: none"> • Site visit by a BRM • Professional and qualified technical architect to design, install and maintain your equipment • Value for money using the best technology available | <ul style="list-style-type: none"> • Provide a clear brief of expectations and outcomes • Provide a timescale you would like the work to be completed in | <p>Server quotations can be provided on request where costs for equipment, labour and advice will be clearly detailed.</p> |

ENHANCED IT NEEDS

Wireless Solutions

From advice through to installation, Hoople will take you through the complete process of developing your Wireless System

| Deliverable | Customer Responsibilities | Hoople Responsibilities |
|---|--|---|
| <p>Your business relationship manager (BRM) will work with you to understand your Wi-Fi needs and a technical architect will design a solution that is both robust and cost effective. In summary we will deliver:</p> <ul style="list-style-type: none"> • Site visit by a BRM • Professional and qualified technical architect to design, install and maintain your equipment • Value for money using the best technology available | <ul style="list-style-type: none"> • Provide a clear brief of expectations and outcomes • Provide a timescale you would like the work to be completed in | <p>School IT development can be quoted on request where costs for equipment (including cabling), labour and advice will be clearly provided</p> |

STRATEGIC IT

Schools IT Development

| From advice through to installation, Hoople can help you plan a 'strategic life cycle' approach for your IT needs | | |
|---|--|---|
| Deliverable | Client Responsibilities | Hoople Responsibilities |
| <p>Your business relationship manager (BRM) will work with you to understand your IT requirements and a solution will be designed by a technical architect that is both robust and cost effective. In summary we will deliver:</p> <ul style="list-style-type: none"> • Site visit by a BRM • Professional and qualified technical architect to design, install and maintain your equipment • Value for money using the best technology available | <ul style="list-style-type: none"> • Provide a clear brief of expectations and outcomes • Provide a timescale you would like the work to be completed in | <p>School IT development can be quoted on request where costs for equipment, labour and advice will be clearly provided</p> |

1.7 Appendix A

IT ESSENTIALS

Technical IT Support

Our technical IT Support packages come with dedicated helpdesk support - so you can register your issue immediately during business hours. You can call anytime between 08:00 to 17:30, Monday to Friday, on **01432 260160** or email ICTServiceDesk@hoopleltd.co.uk.

So that we can provide a consistent and responsive service, we need to prioritise your call. The table below details the response time (which is the time we will take to process your request) and also the resolution time that we will need to fix the problem. Depending on how critical your request is, we will prioritise accordingly. Your call is marked to one of four levels:

| Impact | Urgency | Priority | Target Response | Target Resolution time |
|-------------------|---------|----------|-----------------|------------------------|
| Business Critical | High | 1 | 15 minutes | 8 hours |
| High | High | 2 | 4 hours | 3 days |
| Medium | Medium | 3 | 1 day | 5 days |
| Low | Low | 4 | 1 day | 10 days |

The business impact of your request is considered against the following criteria:

| Impact | Urgency |
|---|--|
| <u>Business Critical</u> This is a fault that causes major impact upon the use of the system or the work of the whole department e.g. system down | <u>High</u> Critically impairs the ability of the department of service area to provide citizen or patient care or service |
| <u>High Impact</u> This is a fault where a key individual or item of equipment or system is inoperable such as to impact upon a number of individuals' work | <u>High</u> Severely impairs the ability of key users or group of users to provide citizen or patient care or service |
| <u>Medium Impact</u> This is a fault where an individual item of equipment or system is inoperable such as to impact upon a single individual's work. Refers to a problem that causes a department or service to function less efficiently but does not affect that area's overall ability to deliver healthcare | <u>Medium</u> Severely impairs the ability of single user to provide citizen or patient care/service. User/department is able to work with the use of workarounds but workaround is not sustainable |
| <u>Low Impact</u> This is a fault which does not necessarily result in any down time but may be of a recurring nature or a problem such that it causes minor or irritating delay in normal working practice. Routine maintenance/installation of non-standard hardware or software | <u>Low</u> User/department is able to work with the use of workarounds over sustained period |

2. TERMS AND CONDITIONS OF SERVICE

THIS AGREEMENT is between the education institution (the “Establishment”) and Hoople Ltd (Reg. No. 7556595) of Plough Lane, Hereford, HR4 OLE (the “Service Provider”).

WHEREAS:

The Establishment desires to obtain the services of the Service Provider for the purpose of providing certain services upon the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. Interpretation

1.2 In this Agreement unless otherwise specified:

1.2.1 where the context permits, words importing the singular shall include the plural and vice versa; and words importing the masculine shall include the feminine and neuter and vice versa.

1.2.2 references to Clauses and Orders Placed with the dedicated Hoople Schools Buying Portal are to clauses of, and schedules to, this Agreement.

2. Term and Termination

2.1 This Agreement shall commence 7 days after the order is placed (the “Effective Date”) and subject to clause 2.2 of this Agreement shall terminate automatically without notice 12 months thereafter.

2.1.1 The Service Provider commits to implementing a ‘cooling off’ period of 7 days between the date the order is placed, and the Effective Date during which time the Establishment may delete or amend the order.

- 2.2** This Agreement can be terminated by either party upon ninety (90) days' written notice to the other party.
- 2.3** Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if:
- 2.3.1 the other party commits any material breach of the terms of this Agreement;
 - 2.3.2 an order is made or a petition is presented or an effective resolution is passed or order is made for the bankruptcy or winding-up of the other party; or
 - 2.3.3 a receiver or administrator is appointed over all or any of the assets of the other party or an administration order is made with regard to the other party.
- 2.4** Termination of this Agreement shall be without prejudice to any rights and obligations existing at the date of termination, or any claim by one party against the other for any breach of this Agreement committed prior to termination, which shall continue unaffected.
- 2.5** The Establishment undertakes to pay any outstanding costs associated with early Termination.

3. Obligations of the Service Provider

- 3.1** The Service Provider undertakes to provide the services as set out online within the dedicated Hoople Schools portal to this Agreement (the "Services"), in consideration of the payment as set out in the dedicated Hoople Schools portal. The Service Provider has undertaken Payment calculation based on the following terms:
- 3.1.1 payment for services relating to employee numbers has been calculated based on the number of employees at each Establishment as at October 2013. Included in the calculation is a 5% tolerance. If employee numbers rise above this 5% tolerance Hoople reserves the right to charge incremental fees.

- 3.1.2 payment for the Payments Management service has been based on the number of payment vouchers raised in 2012/3, within a 10% tolerance level. The Service Provider reserves the right to increase pricing if volumes increase by more than the stated tolerance level.
 - 3.1.3 should the Establishment request an additional service during the duration of the term, the Service Provider reserves the right to charge the full, annual cost of the requested service.
 - 3.1.4 payment for the Payroll services has been calculated based on the assumption that the Establishment will also order the full Staffing and Appointments service. The Service Provider cannot be constrained by the payment details on the website if the Establishment does not order both services.
 - 3.1.5 payment for services relating to pupil numbers has been calculated based on the number of pupils at each Establishment as at October 2013. Included in the calculation is Sixth Form numbers.
 - 3.1.6 The Service Provider will provide digital order confirmation of the services ordered and associated fees by means of the functionality of the Hoople Schools portal.
- 3.2** Should the Establishment request and the Service Provider agrees to provide services additional to those specified within the schools buying portal order, the fees for those additional services shall be mutually agreed between the parties, but otherwise for all purposes of this Agreement, the additional services shall be deemed to be included within the definition of Services.
- 3.3** The Services shall be carried out by the Service Provider with all reasonable skill and care, and in full compliance of relevant established current professional standards. The Service Provider undertakes to provide a detailed service level agreement (SLA), outlining the responsibilities of both parties with regard to each service. The SLA for each service will be provided as a downloadable document on the Hoople Schools portal.

- 3.4** The Service Provider shall indemnify the Establishment from all claims, actions or demands made by third parties against the Establishment, and all liabilities of the Establishment to third parties (collectively “Third Party Liabilities”) and from all damage, losses, costs, expenses and payments whatsoever suffered or incurred by the Establishment either directly or in relation to Third Party Liabilities in respect of (a) personal injury to or the death of any person and any loss or destruction of or damage to property (not attributable to any default or neglect of the Establishment or of any person for whom the Establishment is responsible) which shall have occurred in connection with the provision of the Services under this Agreement, (b) any defect in the Services, and (c) any breach by the Service Provider of any terms of this Agreement, including without limitation, clause 3.3 provided that the liability of the Service Provider to the Establishment under this Agreement, including without limitation, this clause 3.4, shall be limited to a maximum amount of £1,000,000 in respect of any one incident or series of related incidents and a maximum amount of £1,000,000 in respect of all and any incidents (whether or not related) arising during the term of this Agreement and in the annual aggregate.
- 3.5** The Service Provider shall take out and maintain during the term of this Agreement an insurance policy, with a reputable insurance company upon terms which are sufficient to cover his liabilities under this Agreement, including without limitation, his liabilities under clause 3.4. The Service Provider shall upon reasonable request produce to the Establishment a copy of the said insurance policy, and a receipt for the payment of the current premium. For the avoidance of doubt the Service Provider shall be liable under all of the provisions of this Agreement, including without limitation, clause 3.4, whether or not he complies with the provisions of this clause 3.5.
- 3.6** The Service Provider shall promptly provide to the Establishment written reports on the discharge of his obligations under this Agreement as and when these may be reasonably requested.
- 3.7** All communications and all information supplied to or obtained by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement and all information relating to any invention, improvement, report, recommendation or advice given to the Establishment by the Service Provider in pursuance of his obligations shall be treated by the Service Provider as confidential and shall not be disclosed by him to any third party or published without prior written consent of the School, such consent not to be unreasonably withheld.

- 3.8** The Service Provider undertakes that, in the event of his being unable personally to perform the Services in accordance with his obligations under this Agreement, he will provide by way of a substitute to perform the Services in his place a fully qualified alternative service provider acceptable to the Establishment (the “Substitute”), provided that the provision of the Substitute shall be under a subcontract between the Service Provider and the Substitute and that the rights and obligations of the Service Provider under this Agreement in relation to the Establishment shall not be affected, nor shall the Establishment be under an obligation to pay any fees to the Substitute for the provision by him of the Services.

4. Intellectual Property Rights

- 4.1** All intellectual property and industrial property rights throughout the world in patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works and the like discovered or created by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement shall vest in and be the absolute property of the Service Provider. Upon the request of the Establishment the Service Provider shall, at the Establishment’s expense, execute all documents and do all acts and things required to vest or perfect the vesting of such property rights legally and exclusively in the School or any nominee or assignee of the School.

5. Expenses and Payment Terms

- 5.1** The Establishment will reimburse the Service Provider for all reasonable expenses incurred in the discharge of his obligations under this Agreement, provided that all such expenses will be subject to the prior written approval of the Establishment. Expenses are to be accounted for and reimbursement will be made against vouchers approved by the Establishment and in accordance with relevant standard Establishment procedure as from time to time established and notified to the Service Provider.
- 5.2** The Establishment shall pay the Service Provider’s invoices within 21 days of the date of invoice. Failure to pay may result in additional penalties.

6. Confidentiality and Security

Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party.

Each party agrees that in the event that confidential information which is the responsibility of either party is accidentally released by either party to the other, each party undertakes to inform the other upon discovery, to keep the information strictly confidential, and to return or destroy the information immediately without copying or onward transmitting that information.

7. Miscellaneous

- 7.1** For the avoidance of doubt both parties confirm that the Service Provider enters into this Agreement as an independent contractor and that he is not nor shall for any purpose be regarded as an employee of the Establishment.
- 7.2** Force Majeure - Neither party shall be liable to the other for any failure to perform its obligations under the contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this condition shall limit the obligations of the contractor to use its best endeavours to fulfil its obligations under the contract.
- 7.3** Except as otherwise provided in this Agreement, all notices, instructions or other communications shall be in writing and may be made by email, facsimile message, by letter or other form of communication as agreed between the parties from time to time, and delivered to the requisite party at its address.
- 7.4** The obligations imposed upon the Service Provider under clauses 3.7 and 4 shall survive the expiry or termination of this Agreement.
- 7.5** The terms of this Agreement shall be governed by and construed in accordance with English law and be subject to the non-exclusive jurisdiction of the English Courts.