

## Phoenix-VS System Service Level Agreement (SLA)

Made the                      day of                      2019

**For:**                      **Customer name here hereafter referred to in this document as the 'Customer'**

**By:**                      **NSEP Community Interest Company t/a Empowering-Communities, hereafter referred to in this document as the 'Service Provider'**

**Effective Date:**                      \_\_\_\_\_ 2019

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

<b>Approvers</b>	<b>Role</b>	<b>Approved by</b>
NSEP Community Interest Company t/a Empowering-Communities (‘Empowering-Communities’) 06265613 Unit 28, Riverside Business Centre, Lowestoft, Suffolk, NR33 8DA	Phoenix-VS System Service Provider	Signed
		Name
		Position
	<b>The Customer</b>	Signed
		Name
		Position

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## Table of Contents

<b>1. Agreement Overview</b>	<b>5</b>
<b>2. Goals &amp; Objectives</b>	<b>5</b>
<b>3. Stakeholders</b>	<b>5</b>
<b>4. Periodic Review</b>	<b>6</b>
<b>5. Service Agreement</b>	<b>6</b>
5.1. Service Scope	6
5.2. Customer Requirements	7
5.3. Service Provider Requirements	8
5.4. Service Assumptions	8
<b>6. Service Management</b>	<b>9</b>
6.1. Service Availability	9
6.2. Service Requests	9

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## 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Service Provider and the Customer for the provision of IT services required to support and sustain the Phoenix-VS System for 12 months from the Effective Date above, for **(Name of the customer goes here)**.

This Agreement is for a period of 12 months or until superseded by a revised agreement mutually endorsed by the stakeholders. No other monies will then be due.

This Agreement outlines the parameters of all IT 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 IT service support and delivery to the Customer by the Service Provider.

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

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

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
2. Present a clear, concise and measurable description of service provision to the Customer.
3. Match perceptions of expected service provision with actual service support & delivery.

## 3. Stakeholders

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

**Service Provider:** NSEP Community Interest Company t/a Empowering-Communities ('Service Provider')

**Customer:** **Name of the customer goes here** ('Customer')

## 4. Periodic Review

The **Director of Services** ("Document Owner") is responsible for facilitating regular reviews of this document. 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.

Director of Services:

Previous Review Date: N/A

Next Review Date: \_\_\_\_\_ 2019

## 5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### 5.1. Service Scope

The following Services are covered by this Agreement;

1. Telephone support between 8am - 5pm Monday-Friday (excluding Bank Holidays) via 01493 858768
2. Monitored email support via Support@empowering-communities.org
3. Monthly system health check. <sup>1</sup>
4. The Phoenix-VS System servers will be housed within a secure, UK based, accredited data centres.
5. In the event Empowering-Communities receive a subject access request in relation to this scheme they will notify all the Data Protection contacts whose details have been sent to them. <sup>2</sup>
6. The Customer has the right to terminate the agreement if the performance of the Phoenix-VS System deteriorates below the standard at the start of the agreement and after giving Empowering-Communities 15 days notice to rectify any deterioration of service.
7. The Customer has the right to terminate the agreement if the staff based functions outlined in this agreement are not carried out as agreed in this agreement and only after evidence of poor performance has been given to the Service Provider on at least 3 separate occasions and the Service Provider has been given every opportunity to resolve the situation.

## 5.2. Customer Requirements

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

1. Payment of **(Annual Subscription goes here)** plus vat plus a one off implementation and on-boarding fee of **(On-boarding fee goes here)** plus vat).
2. Reasonable availability of Customer representative(s) when resolving a service related incident or request.
3. The Customer agrees that the use of the Phoenix-VS System will be confined to **(name of project or geographical area goes here)**.
4. The Customer agrees that if they terminate the agreement or do not enter into a new agreement and require the Service Provider to hold existing data on secure servers they will pay the provider £100 plus vat per month, invoiced annually in advance until all data is deleted from the system archive. All information is automatically deleted after 7 years.
5. If the Customer does not require the Service Provider to store their data after the termination of the scheme the provider will supply a quote not greater than £5,500 + vat to export the data in the required format.
6. The Customers use of the Phoenix-VS System is deemed to continue unless and until it is terminated by the Customer or the Service Provider in accordance with this agreement. The Customer shall have the right to cancel this agreement by giving not less than 45 days notice in writing expiring on the anniversary of their renewal date. The Service Provider shall have the right to terminate this agreement by giving not less than 90 days notice expiring on the anniversary of the Customers renewal date and forthwith if the Customer breaches any of these terms and conditions.
7. Subscription to the Phoenix-VS System will be renewed 12 months from the date of this agreement. The Customer will be sent an invoice no later than 30 days before the end of each subscription period. The Customer will be given 120 days notice if the renewal fee increases by more than 5% on the previous years annual subscription fee.
8. The Customer may terminate their subscription to the Phoenix-VS System on 45 business days' (being Monday to Friday excluding bank holidays) notice by sending an email stating that they wish to terminate their subscription to support@empowering-communities.org. Any fees already paid will be non refundable.
9. Where The Customer's 'membership' is suspended or terminated for whatever reason or where the Customer has failed to cancel their membership within the agreed period (5.2.8), any subscription fees due must be paid in full and any monies already paid by such Customer shall be non-refundable in whole or in part.

### **5.3. Service Provider Requirements**

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

1. Meeting response times associated with service related incidents. <sup>4</sup>
2. Appropriate notification to The Customer for all scheduled maintenance. <sup>5</sup>
3. If the Service Provider suspects that any information provided to it by The Customer (whether in relation to application details or the use of the system or otherwise) is untrue, inaccurate, incomplete or not current, the Service Provider may (in its discretion) refuse to grant access or may suspend access or terminate the Customers use of the Phoenix-VS System. <sup>6</sup>

### **5.4 Service Assumptions**

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

Changes to services will be communicated and documented to all stakeholders. <sup>7</sup>



## **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:

1. Telephone support via 01493 858768: 8:00 A.M. to 5:00 P.M. Monday - Friday (excluding Bank Holidays)
2. Calls received out of office hours will be forwarded to an answer phone service
3. Email support via support@empowering-communities.org: Monitored 8:00 A.M. to 5:00 P.M. Monday - Friday (excluding Bank Holidays) 8
4. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
5. System Availability: We aim for 99.9% uptime and so far have achieved this. We also have a service level agreement with our data centre providers who also aim for 99.9% uptime.

### **6.2 Service 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 following our escalation policy.

- <sup>1</sup> This involves Empowering-Communities checking the system back-ups, server status and the system error logs.
- <sup>2</sup> When an organisation is set up on the Phoenix-VS System they are asked to provide Empowering-Communities with the details of a person who should be contacted if a subject access request is made to Empowering-Communities. In the event of a subject access request Empowering-Communities will contact this person and forward them details of the request. This lead person can then review their organisations information in order to prepare a response to the request.
- <sup>3</sup> Empowering-Communities would not close the incident if they could not contact a Customer. Attempts would be made to contact other 'organisational leads' in order to resolve the problem or incident. The term 'reasonable' availability means at some time between 9am-5pm Monday to Friday.
- <sup>4</sup> Empowering-Communities will keep a log that is available for inspection upon request from Scheme and Team leads.
- <sup>5</sup> If the Phoenix-VS System needs to go offline for scheduled maintenance Users will be notified via email and by a message posted at the top of every page on the Phoenix-VS System at least 1 week in advance.
- <sup>6</sup> These refer to very unlikely situations. For example: where an organisation uses the Phoenix-VS System for areas outside of the SLA District.
- <sup>7</sup> We are currently developing a 'Roadmap' section of the Phoenix-VS System where the users can access to see what is in development. We hope this will be live soon. Minor changes are communicated to all users via email. Major functionality changes are discussed at our user group meetings, where a vote is taken on the decision to implement the change or not.
- <sup>8</sup> All employees of Empowering-Communities receive the support emails, these inboxes are monitored continuously during 8-5 on a weekday and every few hours on a weekend.