

Construction Consultancy Services 2

Service Level Agreement (SLA)



Shared Business Services

Framework Details

Title: **Construction Consultancy Services 2**
 Reference: **SBS/17/NH/PZR/9256**
 Framework Duration: **4 years**
 Framework End Date: **30 June 2023**
 NHS SBS Contact: **Dave Taylor** (07740 418409) dave.taylor@nhs.net
Brindsley Foster (07821810646) brindsley.foster@nhs.net

Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement.

Period of the Service Level Agreement (SLA)	Effective Date	01/04/23	Expiry Date	31/07/23
---	----------------	----------	-------------	----------

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	LEXICA HEALTH AND LIFE SCIENCES CONSULTANCY LIMITED
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/68
Name of Supplier Authorised Signatory	[REDACTED]
[REDACTED]	[REDACTED]
Address of Supplier	[REDACTED]
Signature of Authorised Signatory	[REDACTED]
Date of Signature	30/03/23

Customer SLA Signature panel

The "Customer"	
Name of Customer	Department for Environment Food & Rural Affairs
Name of Customer Authorised Signatory	[REDACTED]
Job Title	[REDACTED]
Contact Details email	[REDACTED]
Contact Details phone	[REDACTED]
Address of Customer	Estates Office, Weybourne Building, Woodham Lane, New Haw, Surrey, KT15 3NB
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	30/03/2023

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.

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:

nsbs.construction@nhs.net

Table of Contents

1. Agreement Overview
 2. Goals & Objectives
 3. Stakeholders
 4. Estimated Duration of Contract
 5. Service Requirements
-
- A Services Provided
 - B Business Hours
 - C DBS Check
 - D Price/Rates
 - E Sub-Contracting
 - F Management Information
 - G Invoicing
 - H Complaints/Escalation Procedure
 - I Audit Process
 - J Termination
 - K KPIs and Other Requirements
 - L Variation to Standard Specification

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Turner & Townsend Project Management Ltd* and *Department for Environment Food and Rural Affairs* for the provision of Construction Consultancy Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Construction Consultancy Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of 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 Construction Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Construction Consultancy Services 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. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary stakeholders** associated with this SLA.

Construction Consultancy Supplier Contact: [REDACTED]

Shared Business Services

Construction Consultancy Customer Contact: Department for Environment
Food and Rural Affairs

4. Estimated Duration of Contract

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

5. Service Requirements

A. Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer



[REDACTED]

B. Business Hours

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

[REDACTED]

09:00-17 :00 Monday to Friday

C. DBS / CTC

The Customer should detail the level of DBS check requirement : CTC Cleared Personnel and Signed Security Aspects Letter.



Annex H-Security
Aspects Letter-V1.0 (1

Please see embedded Annex H dated 10th May 2022 to include amendment agreed with reference to Cyber Security – as [REDACTED] dated 09th June 2022.

D. Price/Rates inc. estimated total value

As per rates included in Services Provided in 5. A. IMM Proposal to [REDACTED]
The supplier estimates that the Phase 1 work can be completed for a total fee of [REDACTED] This reflects the maximum estimated charge and actual fees shall be based on time spent on the activity in relation to the agreed hourly rates.

Future stages are an indicative fee estimate only. Indicative estimates for future stages can be converted to an estimated maximum charge prior to the end of the first stage.

E. Sub-contracting

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 liability and ensuring standards are maintained in line with the framework and this SLA.

As per proposal embedded in section A of this SLA, the entirety of this commission will be undertaken by [REDACTED]
[REDACTED]

F. Management Information (MI)

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

Reporting on IMM services to be included as part of broader SCAH Programme Lexica Monthly Contract Management Plan.

G. Invoicing

Please detail any specific invoicing requirements here

Invoices to be submitted monthly.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.

I. Audit Process

Please detail any Customer audit requirements

Where applicable, please details the agreed terms of any audit requirements

J. 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. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.

Lexica and Arup have requested four weeks' notice of any termination of this service.

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

n/a

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

n/a

M. Other Specific Requirements

Please list any agreed other agreed requirements

The Supplier shall operate services and maintain relevant structural principles detailed in the separation strategy letter (dated 04 May 2020) and the principles of the 'Ethical Walls' detailed therein. The supplier shall provide evidence to demonstrate compliance with these principles when reasonably requested by the Customer.

N. Supplementary Conditions of Contract

The terms of the NHS SBS Construction Consultancy Services 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:

See Framework T&Cs

Total liability under this appointment for IMM services to be capped at 



Shared Business Services

NHS Shared Business Services Limited

Registered in England, No. 5280446

Registered address:

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

www.sbs.nhs.uk

Shared vision. **Better together**