

Consult 18: Multidisciplinary Consultancy Services Service Level Agreement (SLA) (Order Form)

Framework details

Title: Consult 18: Multidisciplinary Consultancy Services
Reference: **SBS/17/SG/ZMC/9266**
Framework Duration: 3rd July 2018
Framework End Date: 2nd July 2022 (Extended until 29th September 2023)
NHS SBS Contacts: [REDACTED]

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	3 July 2023	Expiry Date	8 September 2023
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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	Ernst & Young
NHS SBS Supplier Reference #	SBS/17/SG/ZMC/9266
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	
Address of Supplier	
Signature of Authorised Signatory	
Date of Signature	13 July 2023

Customer SLA Signature panel

The "Customer"	
Name of Customer	Defra
Name of Customer Authorised Signatory	[REDACTED]
Job Title	
Contact Details email	
Contact Details phone	
Address of Customer	
Signature of Customer Authorised Signatory	
Date of Signature	13/07/23

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 **Ernst & Young** and **Defra Group** for the provision of Multidisciplinary Consultancy Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Consult 18: Multidisciplinary 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 C Consult 18: Multidisciplinary Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Multidisciplinary 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.

Multidisciplinary Consultancy Services Supplier Contact: Matt Wilson

[REDACTED]

Multidisciplinary Consultancy Services Customer Contact: Phin Hodson

[REDACTED]

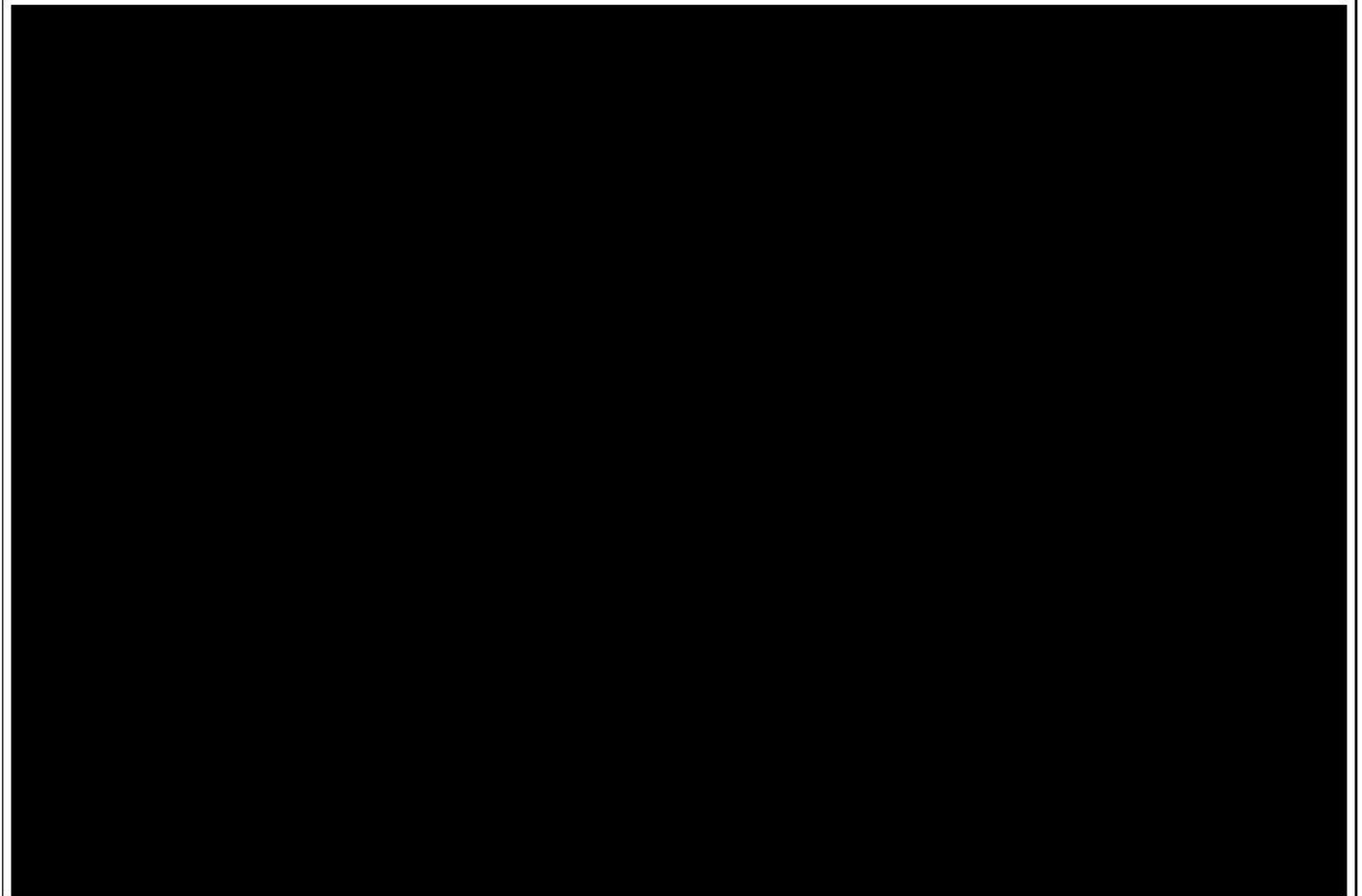
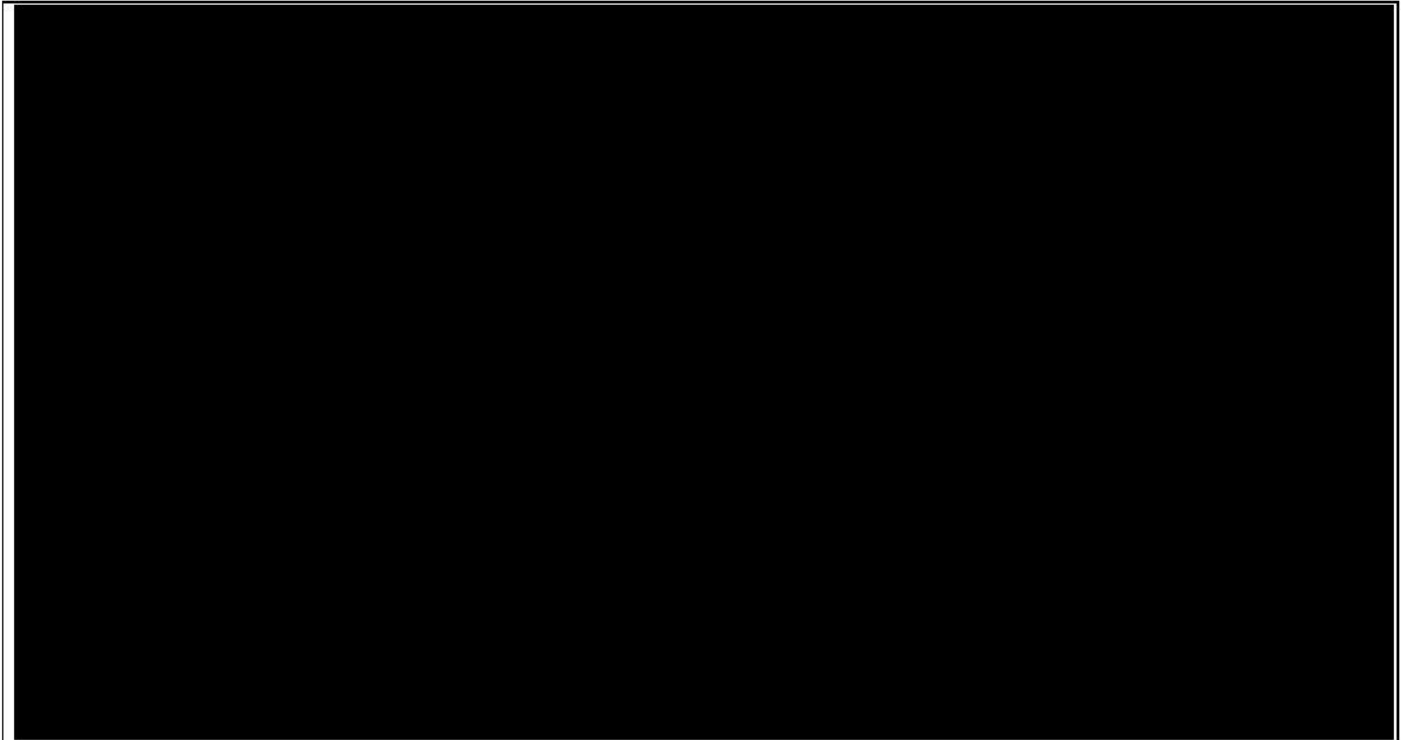
4. Periodic Review

This Agreement is valid from the **28 June 2023** outlined herein and is valid until the **08 September 2023** as agreed.

5. Service Requirements

A. Services Provided

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



B. Business Hours

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

<div data-bbox="95 1980 303 2016" data-label="Text"><p>[Redacted]</p></div> <div data-bbox="95 2016 475 2038" data-label="Text"><p>[Redacted]</p></div>

C. DBS

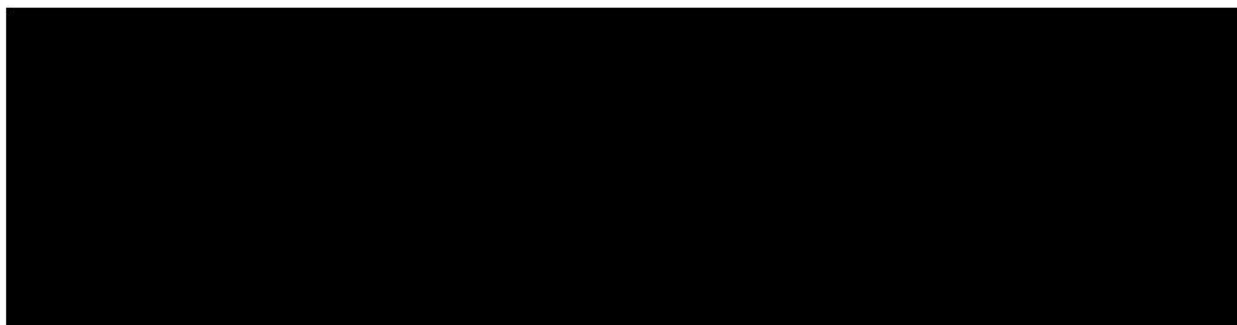
The Customer should detail the level of DBS check requirement

BPSS

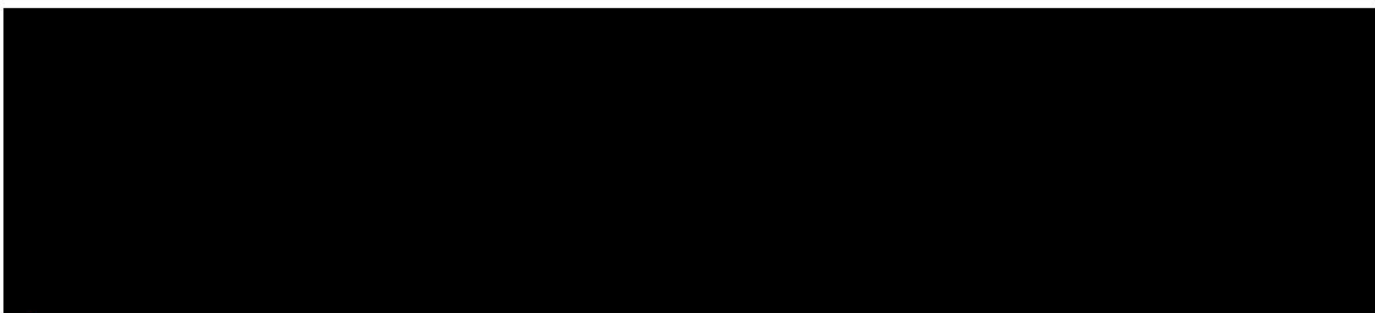
D. Price/Rates

The following team is proposed to meet this scope of work across each sprint.

Sprint 1



£119,187.00



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

N/A

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.

Bi-weekly project check ins initially, to be varied up or down as need by agreement between customer and supplier

G. Invoicing

Please detail any specific invoicing requirements here

Invoices can be submitted upon confirmation of satisfactory completion of the above phases, by the contract manager.



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.

I. Audit Process

Please detail any Customer audit requirements

Customer does not wish to conduct an onsite audit due to the short sprint of this work, however the work and process may be audited by the NAO at any given time.

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 suitable resolution not be achieved, the Customer will be allowed to terminate the SLA immediately.

6. Other Requirements

Please list and agree the key requirements of the service

N/A

A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

1. The Authority may not make a claim or bring proceedings under the Contract or otherwise relating to the Services against any other member of the EY network of firms ("EY Firms") or the Supplier's or any EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees. The Authority shall make any claim or bring proceedings only against the Supplier.
2. The Supplier's liability to the Authority in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with the Contract and the Services, including in respect of liability under any indemnity, shall be limited in total to £2 million (or, if greater, the total amount of the fees charged by the Supplier to the Authority under the Contract) to cover claims of any sort whatsoever (excluding interest and costs) arising out of or in connection with the Contract and the Services.
3. The limitations in paragraphs 1 and 2 above will not apply to any liability (including vicarious liability) for death or personal injury or arising as a result of fraud on the Supplier's part nor to any liability which cannot lawfully be excluded or limited.
4. The Contract may be terminated on immediate written notice to the Authority by the Supplier if in the Supplier's reasonable opinion it is unable to continue performing the Services or any part of them in accordance with applicable law, regulations or professional standards, including regulations relating to audit independence.
5. To the extent of any conflict between the terms of paragraph 1-4 above and the terms of any other document forming a part of the Contract the terms of in paragraph 1-4 above shall prevail.
6. The Authority shall pay the Supplier for all work-in-progress, Services already performed, and expenses incurred by the supplier up to and including the effective date of the termination of this Agreement.

B. Other Specific Requirements

Please list any agreed other agreed requirements

N/A

