

Dstl is part of the Ministry of Defence

Service Level Agreement (SLA)

DSTL/AGR/00362/01

For

The Provision of Research related

Goods and Services

between

Defence Science and Technology Laboratory (Dstl)

and

Public Health England (PHE)

## SERVICE LEVEL AGREEMENT (SLA)

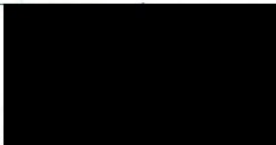
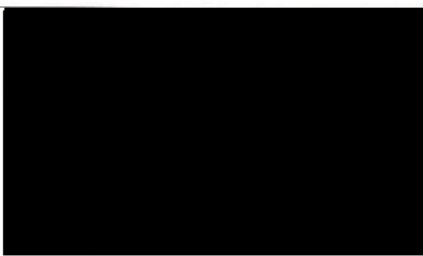



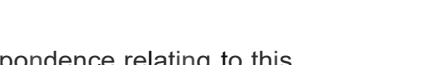




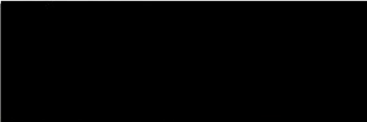
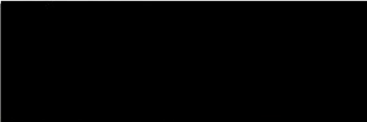
1. This Service Level agreement (SLA) is between the **Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl)**, and the **Secretary of State for Health acting through Public Health England (PHE)** and sets out the arrangements which will govern all work performed by either Party for the other. For avoidance of doubt either Party may act as Service Receiver or Service Provider, the roles shall be defined on individual Task Orders.
2. Dstl is a Trading Fund wholly owned by the Ministry of Defence (MOD), and as such, a constituent part of the MOD responsible to the Secretary of State. Dstl's purpose is to maximize the impact of science and technology for the defence and security of the UK. Dstl lead and undertake those activities that it would be inappropriate to lead or carry out in the private sector and undertake those activities that must be done in government to sustain government's ability to be an intelligent customer and build productive relationships with the wider science and technology community. Accordingly, Other Government Departments (OGD) customers may place work with Dstl, which falls within the category of work that must be retained in government, without the need to address competition. Dstl does not engage in work that can be done outside government and therefore does not compete for business with industry, nor do Dstl undertake commercial work without specific approval from MOD. As a Trading Fund, Dstl is required to deliver a return to provide assurance to HM Treasury that public funds are being used efficiently and cost effectively.
3. PHE is an executive agency of the Department of Health,. Its mission is to protect and improve the nation's health and the address inequalities, working with national and local government, the NHS, industry, academia, the public and the voluntary and community sector. It came into being in April 2013.
  - a. PHE's remit, acting through it's centre at Parton Down, is to provide specialist and reference microbiology services for high containment pathogens, up to and including CL4 for translational research programmes and the manufacture of biopharmaceutical products;
  - b. PHE's remit, acting through it's centre at Colindale, includes providing specialist and reference microbiology services and infectious disease surveillance, including outbreak investigation;
  - c. PHE's remit, acting through it's centre at The Centre for Radiation, Chemical and Environmental Hazards at Chilton provides advice, research and services to protect the public from these hazards.
4. Subject to the provisions of the SLA, the Parties agree to provide the Services set out in each individual Task raised hereunder to the appropriate Quality, within the agreed Price and to the agreed timescale, as agreed on a Task-by-Task basis.
5. The provisions set out in this SLA reflect the business relationship between the Parties, whilst recognising the status of both as representatives of the Crown. Although this SLA has no legal or contractual force both Parties will apply these provisions as though a contract existed.
6. The Parties will ensure for any Task undertaken in accordance with the SLA that:
  - The designated Service Provider on any Task will ensure that all costs are recorded in accordance with its latest appropriate internal procedures.
  - Any disagreement relating to this SLA or any Task(s) placed hereunder that cannot be settled within a reasonable period will be referred for resolution in accordance with Condition 8 (Dispute Resolution).
7. This SLA will apply to all Tasks raised hereunder.

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8. This SLA may be amended at any time by agreement between both Parties, and in any event be reviewed 12 months after its introduction and annually thereafter.
9. For the avoidance of doubt, from the date that this SLA becomes effective it will supersede the following Service Level Agreements (SLAs) unless otherwise stated:
  - EA901976 - The provision of services (excl use of Category 4 Facilities);
  - Containment Level 4 Laboratory Collaboration Agreement

Any tasks placed in accordance with the terms and conditions set out in the above Agreements prior to the Agreement being superseded will be allowed to conclude as per the agreed Task, however no new Tasks will be raised against these Agreements.

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Signed on behalf of the <b>Defence Science and Technology Laboratory:</b>		Signed on behalf of the <b>Public Health England:</b>	
Signature:		Signature:	
Print:		Print:	
Position:		Position:	
Date:	10/02/2014	Date:	6/1/2014
Tel:		Any correspondence relating to this agreement to;	
Fax:			
Email:		Tel:	
		Email:	

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## 1. DEFINITIONS

- 1.1 In this SLA (as defined below) the following words and expressions will have the meanings given to them, except where the context requires a different meaning:
- 1.2 "Firm Price" means the price given for a Task and set out in the Tasking Form prior to performance of the Task which cannot be amended except in accordance with paragraph 5.2.1 of this SLA
- 1.3 'Service Receiver' will mean, where the context so requires, either the Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl) or the Secretary of State for Health acting through Public Health England (PHE) as designated on individual Tasks.
- 1.4 'Service Provider' will mean, where the context so requires, either the Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl) or the Secretary of State for Health acting through Public Health England (PHE) as designated on individual Tasks.
- 1.5 'SLA' means the Service Level Agreement concluded between the Service Provider and the Service Receiver including this document, all specifications, plans, drawings and other documents which are relevant to it and any Tasks raised hereunder. In the case of discrepancy among these documents, this document prevails.
- 1.6 'Parties' means both the Service Receiver and the Service Provider.
- 1.7 'Party' means either the Service Receiver or the Service Provider.
- 1.8 'Task' means the provision of goods and/or services as described in the Tasking Form.
- 1.9 'Tasking Form' means documents appended to this SLA in Annex A, specifically Part 1 - Statement of Requirement, Part 2 - Offer, Part 3 - Authorisation to Proceed and Part 4 Amendment/Cancellation
- 1.10 'Task Price' means the price agreed for a specific Task raised under the terms and conditions of this SLA.
- 1.11 'Limit of Liability' will mean:
- the value of any Firm Price given for a relevant Task;
  - or
  - the authorised maximum liability agreed between the Service Provider by the Service Receiver to perform duties under a specific Task where a Firm Price cannot be ascertained prior to commencement of the Task.
- 1.12 'Services' means all those services described in the Statement of Requirement of a Task.
- 1.13 'Statement of Requirement' means the description and specification included in each specific Task raised under the terms and conditions of this SLA.
- 1.14 The masculine includes the feminine.
- 1.15 The singular includes the plural and vice versa.
- 1.16 'Day' means working day i.e. 7.5 hours
- 1.17 'Week' means working week (Monday to Friday)

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- 1.18 'Month' means calendar month unless otherwise defined.
- 1.19 'Deliverable' for the purposes of this SLA deliverable shall mean goods, services or levels of manpower effort.
- 1.20 Progress Payments mean, costs incurred by the Service Provider before payment is made for a Deliverable.

## 2. DURATION

- 2.1 This SLA will take effect from the date of the last signature to this SLA and will remain in force indefinitely subject to either Party's right of earlier termination under the Section 13 of the SLA.
- 2.2 The duration of Tasks placed will be defined on a Task-by-Taskbasis.

## 3. TASKING

- 3.1 All Taskings will be conducted in accordance with the following processes and use the tasking form at Annex A
  - 3.1.1 When a requirement arises, the Service Receiver will contact the Service Provider using Part 1 of the Request for Provision of Services form at Annex A, providing a detailed specification for the Task and a date for response. The Service Receiver will allocate an appropriate reference number which is exclusive to that Task.
  - 3.1.2 On receipt of the Request for Provision of Services, the Service Provider will provide a written proposal, using Part 2 of the Request for Provision of Services form, within the timescale specified, together with any necessary supporting technical documentation and fully costed proposal for approval.
  - 3.1.3 Once the Service Receiver is satisfied with the proposal from the Service Provider they will authorise the Task using Part 3 of the Request for Provision of Services form and notify the Service Provider of the relevant Project Number which the Service Provider will ensure is clearly shown on any invoices.
  - 3.1.4 Should the Service Receiver have cause to amend or cancel an authorised Task they will complete Part 4 of the Task Order Amendment/Cancellation form.
- 3.2 No work will be carried out without prior written approval of both Parties. No amendment will have effect unless it has been agreed by both Parties.

## 4. AUTHORITY FOR WORK

- 4.1 No work (either as a new Task or as an amendment to any existing Task) will be carried out by the Service Provider, until an agreed programme of work has been technically and financially approved by the Service Receiver and authorised by the issue of the appropriate Tasking Form.
- 4.2 Acknowledgement of a new Task or authorised amendment using the Tasking Form will be given to the Service Receiver, within 10 working days of its receipt.
- 4.3 If the Service Provider's proposal does not match the Service Receiver's Statement of Requirement and the Service Receiver is unable to accept this offer it will notify the Service Provider within 10 working days of the reasons for non acceptance and, where appropriate , will invite the Service Provider to make recommendations for the Service Receiver's consideration



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- 4.4 Exceptionally, in the case of urgent, unforeseen requirements which arise at short notice, work may be started on written authorisation (which may include e-mail), including, as a minimum, a signature (unless sent by e-mail), and a Limit of Liability from the Service Receivers' Commercial Services Department in advance of the agreement of a formal tasking.
- 4.5 An emergency Task may only be authorised by the Commercial Services Department of the Service Receiver.
- 4.6 The production of either the Tasking Form or written authorisation as set out in 4.4 will be a binding commitment to pay Service Provider costs reasonably and properly incurred for the work involved.
- 4.7 The Service Provider will not be entitled to submit claims for work undertaken without written authorisation.

## 5. PRICING

- 5.1 The rates charged by the Service Provider are in accordance with their annually agreed rates:
  - 5.1.1 In the case of Dstl, these shall be the rates agreed with MoD Cost Assurance and Analysis Service (CAAS)) and as such should these rates change The Service Provider reserves the right to amend the rates charged to the Service Receiver accordingly.
  - 5.1.2 In the case of PHE the price will be based on Full Economic Costs (FEC) as per the HM Treasury guidelines for inter Government transactions in force at the time of pricing.
  - 5.1.3 The exception to 5.1.1 and 5.1.2 is where the work is a subcontract from a commercial contract agreed between the Service Receiver and a non-UK Government third party. Where this is the case the Service Provider may propose the inclusion, and if agreed charge, an additional amount to reflect the commercial element to the work.
- 5.2 Each Tasking Form will specify one of the following pricing methods as appropriate.

### **Firm Price**

- 5.2.1 To be agreed at the outset and includes profit. The agreed Firm Price is not subject to change unless the scope of the requirement is varied by agreement between the Parties and varied in accordance with the terms of this SLA. In those circumstances the Service Provider reserves the right to re-price the work as appropriate to the variation in scope.
- 5.2.2 Any changes to the Firm Price, and the reasons supporting the change, will be agreed between the Parties and recorded on the Tasking Form.
- 5.2.3 In the case of sequential Tasks where an overall Firm Price for all Tasks collectively cannot be agreed at the outset, the Task will be broken down into a number of subtasks and each subtask will be allocated an appropriate Firm Price. Each subtask will, as a Deliverable(s), provide a Firm Price and a description of the work to be discharged for the performance of the subsequent subtask.

### **Pricing on Ascertained Costs (Cost plus with a Maximum Limit of Liability)**

- 5.2.4 Where uncertainties in respect of Service requirements preclude the agreement of a Firm Price at the outset, the Service Provider shall be reimbursed the actual expenditure that is reasonably and properly incurred for the Task.

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- 5.2.5 A maximum Limit of Liability will be agreed prior to commencement of the Task which cap on liability shall be based on costs for the performance of the Services under each Tasking Order ("Cost Profile"). Wherever possible an indicative Cost Profile will be provided for Tasks priced on Ascertained costs however the Service Provider will not be bound by the predicted Cost Profile.
- 5.2.6** The Limit of Liability is stated on each Tasking Order (**Annex A Part 3 Authorisation to Proceed**)
- 5.2.7 The total amount to be paid by the Service Receiver to the Service Provider under the Task will not, without the approvals in writing of the Service Receiver exceed the Limit of Liability stated in the approved Tasking Form. The Limit of Liability shall, for circumstances referred to in clause 5.2.4 above include reasonable expenses actually incurred and any applicable fee but not VAT.
- 5.2.8 If at any time the Service Provider considers that the Task cannot be completed within the Limit of Liability specified, it will immediately inform the Service Receiver and provide an explanation of the circumstances.
- 5.2.9 Both the Limit of Liability and the final price will comprise the following elements:
- Direct Labour charges - at agreed rates or where Dstl is the Service Provider at agreed MOD estimated rates\*;
  - Direct Facilities charges - at agreed rates or where Dstl is the Service Provider at agreed MOD estimated rates\*;
  - Other Charges - such as dependant sub-contracts e.g. Extra Mural Research (EMR) contracts, materials, consumables, packaging, storage, transport etc;
  - Expenses (as referred to in clause 5.2.4 above)
  - Fee - applicable to A) to C) above, at the agreed promulgated non-risk rate for the period during which the work is undertaken.
- \* Rates based on The Service Provider's budgeted values for the financial year and these are applied to the actual effort deployed on the task during delivery to arrive at the final invoiced figure.
- 5.2.10 Where rates have yet to be agreed by MOD/CAAS, Dstl will use the claimed provisional rates for the year(s) in which the work is to be carried out. In the event that lower rates are subsequently agreed, Dstl will retrospectively apply the agreed rates for that year, refund any overpayments and adjust its future claims accordingly.

### **Target Cost Incentive Fee (TCIF)**

- 5.2.11 Where the cost can be estimated with a reasonable degree of confidence, though not sufficient for the agreement of a Firm Price, a TCIF arrangement may be appropriate. The essential features are:
- An agreed (estimated) target cost
  - A target allowance for profit
  - An arrangement under which the Parties share on a pre-determined basis any excess (overrun) or saving (under run) of actual cost in relation to the target.
- 5.2.12 The arrangement should also be subject to a pre-determined maximum price and may include other refinements to provide financial incentives linked to technical or delivery targets.

## 6. PAYMENT

- 6.1 Before a Task is commenced, an appropriate payment method is to be agreed and authorised on the Tasking Form. Any payments made to Service Provider in advance of satisfactory completion of the work for a particular Task shall be made against the Task Price. Depending on the nature, content and duration of each Task, one of the following payment regimes will be adopted and will be clearly recorded on the Tasking Form. However, where it is agreed between the Service Receiver and Service Provider as appropriate, Tasks may draw on a mixture of the provisions outlined below.

### **Firm Price Milestone Payments**

- 6.1.1 Service Provider, in making its offer to the Service Receiver on any particular Task, will propose a milestone payment plan which identifies suitable events and attaches appropriate levels of milestone payments to these events.
- 6.1.2 On the basis of the proposal the Service Receiver and Service Provider will agree a payment plan before the Task is commenced (see Condition 6.1).
- 6.1.3 All payments will be directly linked to a Task or subtask milestone Deliverable(s), as appropriate. Upon completion of a successful Deliverable (agreed with the Service Receiver, the Service Provider must submit a signed Milestone Acceptance Form (Annex B).

### **Ascertained Costs - Progress Payments**

- 6.1.4 For all Progress Payment Tasks payments will be made monthly, amounting to the total charges actually made to date by The Service Provider calculated as in Condition 6.1.5, less the aggregate amount of any progress payments already made, provided that the total amount payable shall not exceed the Limit of Liability.
- 6.1.5 For the purpose of Condition 6.1.4 the total of the charges shall be the aggregate of the amounts of the following:
- a. the actual net invoiced cost of materials properly purchased and paid for by The Service Provider for incorporation in the Services;
  - b. the actual net sums properly paid by the Service Provider to its suppliers or subcontractors for goods supplied or work done in connection with the Task;
  - c. the actual hours properly incurred in the execution of the work under the Task, applied to the agreed manpower rates;
  - d. the actual Facility units properly incurred applied to the agreed rates;
  - e. Expenses (as referred to in Clause 5.2.4;
  - f. Fee - at the agreed promulgated non-risk rate for the period during which the Services are undertaken;
- 6.1.6
- a. To each progress payment made in accordance with Conditions 6.1.4 and 6.1.5 shall be added a sum equal to the Value added Tax (VAT) chargeable in respect of a supply or service equal in value to the progress payment, as appropriate to the VAT status of the Services.
  - b. For the purposes, of Condition 6.1.4, of determining whether the total amount payable under this Condition exceeds the amount specified in the Limit of Liability no account shall be taken of VAT.

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- c. Expenditure claimed under Condition 6.1.5 shall be exclusive of deductible input VAT.
- 6.1.7 Claims for progress payments shall be accompanied by a breakdown provided by the Service Provider confirming that the amounts claimed are not more than those payable in accordance with the above provisions, the rate of VAT being that applicable at the date when the claim is issued. The claims will show clearly the total expenditure to date under each of the headings a, b, c and d of Condition 6.1.5 hereof, and also the aggregate amount (exclusive of VAT) of all payments made by the Service Receiver under Conditions 6.1.4 and 6.1.5 in respect of the Contract. The Service Receiver reserves the right to verify the certification by examination of the Service Provider's books and to reduce the Service Provider's claims in the event of his considering any of the items of expenditure to be inappropriate
- 6.1.8 Any progress payments under the Task will be made at the sole discretion of the Service Receiver and, if the Service Receiver considers that the Service Provider has failed to perform any of his obligations under the Task he may, wholly or in part, withhold progress payments or recover from the Service Provider any progress payment (including the addition in respect of VAT) already made, or both. The making of any progress payment shall in no way reduce the liability of the Service Provider to carry out its obligations under the Task.
- 6.1.9 If at any time by reason of progress payments made, overpayment to the Service Provider results from the rejection of Services under the Task or from any other cause whatsoever, the amount of such overpayment shall be taken into account in assessing any further payments or shall be recoverable from the Service Provider.
- 6.2 Use of funds provided by the Service Receiver must be in accordance with the Treasury's publication, Managing Public Money.
- 6.3 Payment will be paid using the grants mechanism.
- 6.4 Invoicing
- 6.4.1 The Service Receiver will pay the Service Provider within 21 days of submission of an invoice by the Service Provider unless otherwise agreed by both Parties. The invoice will include the unique Project Number.
- 6.4.2 Invoices to be sent to;

DSTL LEDGERS PROCESSING TEAM  
PO BOX 325  
DSTL PORTSDOWN WEST  
PORTSDOWN HILL ROAD  
FAREHAM  
PO14 9HL

FINANCIAL ACCOUNTING SERVICES  
**PUBLIC HEALTH ENGLAND**  
MANOR FARM ROAD  
PORTON DOWN  
SALISBURY  
SP4 OJG

- 6.4.3 The Task Price is exclusive of VAT and other duties and taxes unless otherwise stated. Any VAT or other duties and taxes payable under the SLA will be charged in addition to the Task Price.
- 6.4.4 In the event of the late submission of the Service Providers sub-contractor invoices, the Service Provider can continue to invoice against the Task project code for a period of time agreed by both parties.

## **7. PRIORITIES AND ASSISTANCE**

- 7.1 In the case of conflict of priorities, the Service Receiver or Service Provider will inform the other as soon as such a conflict becomes known. The Service Receiver and Service Provider will then mutually agree what course of action to pursue.

## **8. DISPUTE RESOLUTION**

- 8.1 The Parties will use their best endeavours mutually to resolve any disputes, differences or claim arising under the SLA.
- 8.2 Wherever possible, disputes will be referred to the appropriate Service Receiver and Service Provider subject matter expert(s) at desk officer level. Any disagreement which cannot be resolved between the respective Parties will be referred to senior officials within both organisations, who have not previously been involved in the dispute.
- 8.3 In the event that the Parties are unable to reach agreement by negotiation, then the dispute will be escalated in good faith as appropriate within both organisations.

## **9. INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 9.1 For the purposes of this condition the following definitions will apply:
- 9.1.1 'Intellectual Property Rights' ('IPR') means all patents, utility models, registered and unregistered rights in designs, trademarks; applications for any of the foregoing; copyright; confidential information and trade secrets; and all rights and forms of protection of a similar nature.
- 9.1.2 'Results' means the results of work to be delivered by or on behalf of Service Provider under this Agreement including any data, reports, drawings, designs, computer software and associated documentation, specifications, inventions or other material.
- 9.1.3 UK Government Purposes means any non-commercial activity undertaken under the authority of, or to the order of, a minister of the Crown in pursuance of the authority vested in the minister by Parliament, including those activities of the Armed Forces, the police and the civil defence agencies. Such use will include use for the UK Government's collaborative activities in association with overseas Governments and use by the UK Government's representatives, agents and contractors.
- 9.2 Nothing in this SLA shall transfer from one Party to the other ownership of rights in any intellectual property owned or vested in each Party (or any of their third party licensors), that are independent of, and are not specifically generated as a result of the performance of work under this SLA.
- 9.3 Subject to Clause 9.2 above and the rights of third parties, all IPR in the Results will belong to Service Receiver who reserves the right to determine whether any patent or other rights are applied for or whether the Results are otherwise exploited and, if so, under what conditions.
- 9.4 The Service Provider will, subject to the rights of third parties, have the right, free of charge to copy and use the Results for UK Government Purposes whether by itself, its agents or its contractors.
- 9.5 As Service Provider becomes aware that any part of the Results is subject to special conditions or third party rights, Service Provider will inform the Service Receiver and upon delivery will clearly mark the Results to identify such parts.
- 9.6 Subject to 9.3 and 9.4 above, both Parties shall, prior to any use of the Results for purposes other than UK Government Purposes, inform the other Party of the proposed use and obtain

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the other Party's prior consent for such use. Such consent will not be unreasonably withheld or refused.

- 9.7 All Results delivered to the Service Receiver in documentary form under this Agreement will bear a Crown Copyright legend identifying Service Provider.
- 9.8 The terms of this Intellectual Property Rights clause may be amended in respect of any specific Task where mutually agreed by both Service Provider and the Service Receiver. All amendments to these terms will be set out in the Tasking Form for that specific Task.
- 9.9 The Parties agree that they shall give written prior notice of intended publication to the other Party and allow 30 business days for the other Party to raise an objection on either national interest grounds or grounds that the intended publication discloses their owned Background IP. In the absence of such an objection from the other Party within this period, the publishing Party shall be entitled to proceed.

## 10. DISCLOSURE OF INFORMATION

- 10.1 'Information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with this SLA.
- 10.2 Subject to Clauses 10.5, 10.6 and 10.7 each party:
  - 10.2.1 will treat in confidence all Information it receives from the other;
  - 10.2.2 will not disclose any of that Information to any third party without the prior written consent of the other party, which consent will not unreasonably be withheld, except that the Service Provider may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of this SLA;
  - 10.2.3 will not use any of that Information otherwise than for the purpose of this SLA; and
  - 10.2.4 will not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under this SLA.
- 10.3 The Service Provider will take all reasonable precautions necessary to ensure that all Information disclosed to the Service Provider by or on behalf of the Service Receiver under or in connection with this SLA:
  - 10.3.1 is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of this SLA; and
  - 10.3.2 is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Service Receiver under this SLA or any sub-contract under it.
- 10.4 The Service Provider will ensure that his employees are aware of his arrangements for discharging the obligations at Clauses 10.2 and 10.3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.
- 10.5 Clauses 10.2 and 10.3 will not apply to any Information to the extent that either party:
  - 10.5.1 exercises rights of use or disclosure granted otherwise than in consequence of, or under, this SLA;
  - 10.5.2 has the right to use or disclose the Information in accordance with other conditions of this SLA; or
  - 10.5.3 can show:



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- 10.5.3.1 that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this SLA or any other agreement between the parties;
- 10.5.3.2 that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with this SLA;
- 10.5.3.3 that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or
- 10.5.3.4 from its records that the same information was derived independently of that received under or in connection with this SLA;

provided the relationship to any other Information is not revealed.

- 10.6 Neither party will be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the party making the disclosure will ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure will in no way diminish the obligations of the parties under this Condition.
- 10.7 Neither party will be in breach of this SLA where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Parties will consult each other where a Party is considering the disclosure of Information under the Act or the Regulations and, in any event, will provide prior notification to the other party of any decision to disclose the Information. The Parties acknowledge and accept that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the disclosing party will exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- 10.8 Nothing in this Condition will affect the parties' obligations of confidentiality where information is disclosed orally in confidence.

## 11. ACCESS TO PREMISES

- 11.1 Where appropriate, both Parties will provide such accommodation facilities and access as may reasonably be required and maybe defined within the Tasking Form. Security clearances and levels will be agreed in advance depending on the specific Task and nature of the work required.
- 11.2 The Service Receiver's employees, agents and representatives will abide by all regulations, including security and safety regulations, as are applicable to their presence on the Service Provider's premises. A copy of those regulations will be available from the Service Receiver on demand. Such regulations and requirements applying to the Service Receiver's premises are restrictive in relation to foreign born nationals and prior written notice of such visits is required. The Service Receiver will have the right to require the removal of anyone disobeying such regulations and reserves the right to refuse entry to any person whom it considers unsuitable for any reason.
- 11.3 The Service Provider's employees, agents and representatives will abide by such regulations detailed in the SLA as are applicable to their presence on the Service Receiver's premises.

## **12. PUBLICITY**

- 12.1 Neither the Service Receiver nor the Service Provider will make use of the other's name or the name of any of the other Party's personnel, customers or agents or of any information obtained under the SLA, or any Task raised hereunder for publicity purposes without the prior written consent of the other Party.

## **13. TERMINATION**

- 13.1.1 Either Party may terminate this SLA by giving one months' (30 days) written notice to the other Party. This period of notice may be shortened, or not be required where both Parties mutually agree to this in writing. As part of this, current 'live' Tasks will need to be defined and agreed how they will be completed, or terminated early including their financial commitments.
- 13.1.2 Either Party may, if it judges it appropriate, make representation to the other in respect of any notice given under Section 13.1 above and in order to present a case for the continuance of the SLA either in existing or modified form.
- 13.1.3 In the event of termination of this SLA by a Party without a full one months' notice period, the other Party will be entitled to be paid by the terminating Party within 30 days for all costs reasonably incurred or committed for any Service provided under this SLA up to the date of termination.
- 13.1.4 The Service Receiver may terminate a Task by issuing to the Service Provider a signed Part 4 Task Order Amendment/Cancellation Form. Where any payments have been made by the Service Receiver in advance of completion of the Deliverables by the Service Provider then the Parties will agree as appropriate the amount to be returned. This though should take in to account provisions under Section 13.1 for the Service Provider to be paid reasonable sums for work already undertaken and or costs incurred up to the point of termination.

## **14. ASSETS TO BE PROVIDED BY THE SERVICE RECEIVER**

- 14.1 Any assets i.e. goods, information or services that the Service Receiver is required to provide the Service Provider to facilitate performance of any particular Task, will be agreed on a Task-by-Task basis.
- 14.2 Should any asset(s) be provided by the Service Receiver for the performance of the Task, the Service Provider will be responsible for the safe custody of the asset(s), and will be responsible for all loss or damage thereto insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the Service Provider until the returned to the Service Receiver.

## **15. REPORTING**

- 15.1 Unless agreed otherwise in any specific Task placed hereunder reporting under this SLA will be as follows:
- 15.1.1 The relevant Service Provider's project manager will provide details of progress against individual Tasks to the appropriate Service Receiver representative.
- 15.1.2 The Service Provider will provide a single quarterly summary report for all Tasks running under the SLA summarising the overall financial and delivery position of each Task.
- 15.1.3 The quarterly summary reporting to the Service Receiver will also raise any key issues, to allow for review and rebalance as appropriate if required by the Service



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Receiver. The Service Provider must provide the Service Receiver's Lead Department with a quarterly report for each project

### **16. PROGRESS MEETINGS**

- 16.1 Progress meetings between the Service Receiver and Service Provider will be held as required by either Party and as agreed on a Task by Task basis.
- 16.2 Should the service Receiver of Service Provider require additional progress meetings for any particular Task above and beyond those originally agreed, any such meetings may be subject to additional costs to be agreed between the parties.
- 16.3 A record of all meetings will be made by the Service Provider or the Service Receiver as agreed at the meeting and will be provided to the other Party. Attendees will agree the security level of the minutes before the meeting starts.

### **17. AGREEMENT**

- 17.1 In the case of discrepancy, (which for the avoidance of doubt shall not include specific variations agreed in writing between the Parties and clearly stated on individual Task Forms) between these conditions (including any Annexes) and any other documents forming part of the SLA, these conditions prevail.

### **18. AMENDMENTS TO AGREEMENT**

- 18.1 Any amendments to the conditions of this SLA will be agreed by the Parties and issued in writing by the Service Provider. Amendments to specific Tasks will be in accordance with the provisions of Clause 3.1.4 above,

### **19. FORCE MAJEURE**

- 19.1 Neither Party will be liable for any failure to perform or any delay in performing its obligations if the failure or delay is due directly or indirectly to any cause beyond the reasonable control of that Party, which will include but is not limited to the following:
  - 19.1.1 any Act of God, fire, flood, explosion, accident, civil disturbance, emergency or period of armed conflict;
  - 19.1.2 any major plant or equipment failure which results in closure of a facility;
  - 19.1.3 the postponement of any trial or test as a result of adverse weather conditions or conditions being otherwise unsafe;
  - 19.1.4 the withdrawal of facilities or resources due to specific direction from a higher Government authority.
- 19.2 In the event of delay arising from such circumstance, the affected Party will provide full details to the other Party and will take all reasonable steps to mitigate the effect of the delay. Performance of the affected Task will be suspended for such time as the delay continues.
- 19.3 Either Party will be released from all obligations under this SLA if the event of Force Majeure lasting more than 30 days or is such as to render continuation or completion impossible.

### **20. SUB-CONTRACTING**

- 20.1 The Service Provider will not Sub-contract any aspect of a Task without the prior written consent of the Service Receiver.

## **21. SECURITY**

- 21.1 It will be the responsibility of the Service Receiver when specifying a Task to be undertaken under the terms and conditions of the SLA to advise the Service Provider of the highest protective marking in relation to that Task using the Tasking Form at Annex A.
- 21.2 All security arrangements and level(s) for each Task will be specified within the Task Integrated Project Plan.
- 21.3 Monthly summary reporting between the Service Receiver and the Service Provider will not have a security classification higher than restricted level.

## **22. ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS**

- 22.1 The Service Provider will advise the Service Receiver any relevant Task specific assumptions, dependencies, constraints and exclusions, and these will be detailed on a Task-by-Task basis.
- 22.2 The Service Provider will inform the Service Receiver of any constraints, restrictions or limitations affecting delivering to time, cost and quality and any exclusions i.e. things that will not be provided or have not been built into the cost of a specific Task.

## **23. DELIVERY, STORAGE AND DISPOSAL OF MATERIALS AND EQUIPMENT**

- 23.1 Where the SLA, or any Task raised hereunder, involves work on Service Receiver owned equipment or material, the Service Receiver will deliver such equipment or material at the time and to the places agreed by the Service Provider as specified in the relevant specific Task and will remove such equipment and material together with any waste products resulting from the work as requested by the Service Provider.
- 23.2 The Service Receiver will ensure that the equipment or materials delivered are in a condition fit for the purpose of the specific Task.
- 23.3 Where the Service Receiver's equipment or materials need to be used on the Service Provider's premises, the Service Receiver will provide all necessary assurances and indemnities related to the equipment or materials.
- 23.4 Where any changes to the programme of work specified in the specific Task result in any additional requirement for any items to be stored on the Service Provider's premises, the Service Receiver will meet all reasonable costs associated with such storage.

## **24. SAFETY**

- 24.1 Nothing in the SLA will release the Service Receiver from his obligations under Statutory requirements for Health and Safety, to provide prior written notice to the Service Provider of any health or safety hazards associated with equipment, material or other substances supplied to the Service Provider by the Service Receiver or Service Receiver facilities used by the Service Provider in the performance of work under the SLA, or any Task raised hereunder.
- 24.2 The Service Receiver warrants that any equipment, materials or other substances which the Service Receiver requires to bring on to the Service Provider's premises, or is required to provide, for the purposes of the SLA, or any task raised hereunder, are not a safety hazard.
- 24.3 The Service Provider reserves the right to inspect such equipment, materials or other substances and to refuse them entry if he considers them to be unsafe or pose unacceptable risks of injury or damage to persons or property. The Service Provider will not be liable for

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any additional costs or delays to the SLA, or any Task raised hereunder resulting from any decision under this condition.

- 24.4 The Service Receiver will meet any reasonable costs incurred by the Service Provider resulting from the rejection of such items by the Service Provider.

### **25. QUALITY ASSURANCE**

- 25.1 The Service Provider will implement and maintain Quality Assurance Procedures in compliance with the requirements specified for particular Tasks. In general, it is expected that the Service Provider will operate procedures that comply with the requirements stated in the ISO 9000 series as appropriate for the Tasks specified.

### **26. REGULATORY**

- 26.1 The Service Provider will ensure that all Tasks comply with the appropriate regulatory standards, such as the Human Tissue Act and the Data Protection Act, and that informed consent is gained whenever necessary.

### **27. DUTY OF CARE**

- 27.1 The Service Provider will be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out tasks placed hereunder properly and efficiently in accordance with the SLA.
- 27.2 All Tasks will be carried out in the most efficient and workmanlike manner and to the reasonable satisfaction of the Service Receiver.



## Request for Provision of Services

This form is to be used with SLA DSTL/AGR/00362/01

**Part 1 - Statement Of Requirement** (to be Completed By The Service Receiver)

Request Reference No.

Security Classification:

**Service Receiver Details**Service Receiver  
name

Post

Address

Postcode

Telephone/Fax  
No:

E-mail

**Service Provider Details**Service  
Provider name

Post

Address

Postcode

Telephone/Fax  
No:

E-mail

**Task Required** (Brief summary of requirement e.g. task, milestones, reporting, deliverables and quality assurance standards). PLEASE NOTE: Where the Service Receiver requests a deviation from the default terms as laid out in the SLA this should be clearly stated in this statement of requirement.

Continuation sheet attached (if appropriate)O

Response required by date:

Name (in CAPITALS)

Signature

Date

**Part 2 - Offer** (To Be Completed By The Service Provider)Service Receiver's allocated  
Request Reference No.

The service detailed in Part 1 can be provided in accordance with the following detail:

PLEASE NOTE: *Where the Service Provider requests a deviation from the SLA default terms or those outlined in the Service Receiver's statement of requirements, this should be clearly stated in the statement of work.*Continuation sheet attached (if appropriate) ☐

Anticipated Start

Date For Task:

Anticipated Completion Date

Date For Task:

**Pricing:**

Price (excluding VAT):

	Summary	Financial Years			
	Total £ (excluding VAT)	FY	FY	FY	Subsequent years
Total of task					
Cost of any proposed change					

Total:

£

Price valid until date:

**Pricing Method** (select as appropriate in accordance):

Firm Priced at Outset	<input type="checkbox"/>
Pricing on Ascertained Costs (Cost Plus with a Maximum Limit of Liability)	<input type="checkbox"/>
Target Cost Incentive Fee	<input type="checkbox"/>

**Payment Terms** (select as appropriate)

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Payment on completion	<input type="checkbox"/>	Firm Price Milestone Payments (see breakdown below)	<input type="checkbox"/>
Ascertained Costs - Progress Payments	<input type="checkbox"/>		

### Milestone/Stage Payments

The following deliverable(s) have been selected as significant events in the programme attracting payment to the value shown, on the date(s) given below:

Milestone No	Title or description	Due on or by (date):	£ (ex VAT)
Final	Satisfactory delivery of all work under the contract		

### Intellectual Property Rights (select as appropriate)

In accordance with SLA Condition 9 ☐

Other ☐

If other explainreason for variation of IPR condition:

### Authorisation:

Name			
Position			
Signature		Sales Order Number:	
Date		Telephone Number	

**Part 3 - Authorisation to Proceed** (to be Completed By The Service Receiver and returned to The Service Provider)

Authorisation is given to proceed with the work details in Parts 1 and 2 of this form in accordance with the SLA.

Start Date For Task  
as agreed:

Completion Date For Task  
as agreed:

**Task Reference Number to be  
quoted on all invoices relating to  
this Task:**

**Limit of Liability: £**

**Service Receiver Authorisation (Commercial)**

Name	
Position	
Signature	
Date	/ Telephone Number

**Service Receiver Authorisation (Budget Holder)**

Name	
Position	
Signature	
Date	Telephone Number

**Part 4 - Task Order \*AMENDMENT/ \*CANCELLATION** *(to be Completed By The Service Receiver and returned to The Service Provider)*

**Task Reference Number :** .....

- \*1. Please provide a revised quotation for the modified requirement defined in the Tasking Form Appendix A attached.
- \*2. Please take no further action with Task Reference Number:.....
- \*3. Please terminate previously authorised work on Task Reference Number..... and provide your termination claim (with supporting justification) in accordance with the terms of this Contract.



**MILESTONE ACCEPTANCE FORM**

This document is to verify to the Service Receiver that the milestone(deliverable) described below has been completed to the satisfaction of both the Service Provider and the Service Receiver. The Service Provider should complete Part A and pass to the Service Receiver for milestone acceptance approval. The Service Receiver must then authorise payment.

**Part A (to be completed by the Service Provider)**

<b>PROJECT TITLE:</b>	
<b>Ref No:</b>	
MilestoneNumber	
Details of Milestone	
Payment due in £k	
Invoice Number	PO Number

Sign to confirm milestone(deliverable) supplied is in accordance with Project Plan.

Project Leader	Name			
	Signature		Date	

**Part B (to be completed by the Service Receiver)**

Sign to confirm your acceptance of the quality of the completed milestone (deliverable).

Accepted by	Name			
	Position			
	Signature		Date	
Comments				

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the SLA Agreement: