(1) ENVIRONMENT AGENCY

AND

(2) SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS ACTING THROUGH THE CENTRE FOR

ENVIRONMENT, FISHERIES AND AQUACULTURE SCIENCE

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on the   5th January   2022

BETWEEN:

(1) Environment Agency of Horizon House, Deanery Road, Bristol, BS1 5AH ("the Customer")

AND

(2) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Seacole Building, 2 Marsham Street, London, SW1P 4DF, acting through the Centre for the Environment, Fisheries and Aquaculture Science ("the Contractor").

WHEREAS:

The Contractor has experience and expertise in Marine Science and the hosting and support of associated secure databases.

The Customer has a requirement for access to the STARFISH database with associated system administration and support services.

This Agreement sets out the terms and conditions on which the Contractor will supply the services, described in Annex 1 to the Customer.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement, unless the context requires otherwise, the following words and phrases shall have the following meanings:

"Agreement"	means this Service Level Agreement including Annexes 1-7 (inclusive) between The Contractor and the Customer incorporating these terms and conditions. These terms and conditions prevail over any other terms and conditions which the Customer has or may issue.
"Data"	the qualitative and quantitative content of the database and associated systems including the facts and statistics collected together for reference or analysis and information about the data (the metadata).
"DPA 2018"	means the Data Protection Act 2018;
"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer"	take the meaning given in the GDPR.
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
"Data Subject Access Request"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

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"GDPR"	means the United Kingdom General Data Protection Regulation
"Sub-processor"	means any third Party appointed to process Personal Data on behalf of the Processor related to this Agreement
"Force Majeure"	means any circumstance outside a Party's reasonable control, including, but not limited to, acts of God, flood, drought, earthquake or other natural disaster or extreme weather, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, answering or responding to a UK national emergency, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion, or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or sub-contractors or interruption or failure.
"Intellectual Property"	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
"Party"	means either the Contractor or the Customer and "Parties" shall be construed accordingly.
"Personal Data"	means personal data (as defined in the DPA) which is processed by the Processor or any Staff on behalf of the Controller pursuant to or in connection with this Agreement;
"Price"	means the amount payable for the Services as detailed in Annex 2.
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
"Services"	means any services listed in Clause 3.2 and further detailed in Annex 1.
"System"	means the system defined in Annex 1.

1.2   A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3   A reference to a Party includes its personal representatives, successors or permitted assigns.

1.4   A reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision and includes any subordinate legislation made under that statute or statutory provision, as amended extended or re-enacted.

1.5   Any phrase introduced by the terms including, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6   A reference to writing or written includes e-mails.

1.7   This Agreement supersedes all prior negotiations, representations and undertaking concerning the Services.

1.8   References to Clauses and Annexes are references to clauses and annexes of this Agreement.

1.9   The Contractor shall provide the Services to the Customer on the terms and conditions of this Agreement.

2.   TERM OF AGREEMENT

2.1 This Agreement commences on 01 April 2021 (the "Commencement Date") and (unless it is otherwise terminated in accordance with the terms of this Agreement or it is otherwise lawfully terminated) shall expire on 31 March 2023.

2.2   The Parties may extend the duration of this Agreement by written agreement.

3   SCOPE OF THE AGREEMENT

3.1   This Agreement governs the relationship between the Customer and the Contractor in respect of the provision of the Services by the Contractor.

3.2   This Agreement covers the following Services in support of the System:

- Secure Hosted Environment
- System Availability
- System Administration Services
- Infrastructure Establishment
- System Support Services

Annex 7 Services in Scope provides a diagram which reflects the Services within scope and where the Customer has responsibility up to the service boundary, the Contractor has responsibility beyond the service boundary.

4.   CONTRACTOR'S OBLIGATIONS

4.1   The Contractor shall exercise reasonable skill and care in providing the Services and shall only be liable to the extent that it has been negligent in such provision.

4.2   The Contractor shall use reasonable endeavours to perform the Services in accordance with any programme agreed with the Customer from time to time.

4.3 The Contractor may substitute any named personnel in the Annexes with personnel of equivalent knowledge and experience.

4.4 Unless stated otherwise in Annex 1, written Service deliverables shall be in English.

4.5 The Contractor will appoint a project manager and an Applied Technology (AT) operations manager to receive the Customer's instructions and to direct the provision of the Services (see Annex 3 for details).

4.6 The Contractor operates a formal quality policy. Particular requirements for the services are detailed in Annex 1.

4.7 The arrangements for monitoring progress, controlling quality and measuring performance against key targets are specified in Annex 1.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

    a) promptly provide the Contractor with:

        i) the name, title and contact details of those persons authorised to issue instructions to the Contractor and to bind the Customer contractually on matters relating to the Services see Annex 3 for details;

        ii) any instruction, consent, decision, and/or approval; and

        iii) any relevant data and/or information under the control of the Customer

        which the Contractor may require in order to carry out the Services;

    b) obtain and maintain all necessary licenses, consents and authorisations and comply with all relevant legislation in connection with the Services;

    c) arrange such rights of access to its property and use of its facilities as reasonably required by the Contractor to provide the Services at no charge to the contractor;

    d) cooperate with the Contractor in all matters relating to the Services;

    e) provide, in a timely manner, such material and information as the Contractor reasonably requires and ensure that it is accurate in all material respects; and

    f) be responsible, at its own cost, for preparing and maintaining its property, facilities and equipment which the Contractor may require access to or use of in accordance with all applicable laws, before and during the provision of the Services, and informing the Contractor of all of its obligations and actions under this Clause 5.1f).

5.2 The Contractor shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Contractor's failure or delay to perform any of its obligations due to any act, omission or failure by the Customer to perform any relevant obligation as set out in this Clause 5.

5. OPERATIONS AT THE CUSTOMER'S SITES

5.1 If the Contractor visits the Customer's property, the Contractor shall not be deemed to have assumed control or responsibility for the property or any non-Contractor or non-Contractor related personnel on it. The Customer shall notify others on the site:

    (a) of the presence of the Contractor's personnel on the property;

    (b) of the extent to which the Contractor is authorised to direct and/or supervise their work; and

(c)   that the presence (or otherwise) of the Contractor does not relieve them of their responsibilities, including safety, and their obligations under their respective contracts and agreements.

6.   CONFIDENTIALITY

6.1   Each Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives, documents and any other information received from the other Party which is of a confidential nature including information concerning its business, its products or its services.

6.2   The recipient shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know for the purpose of discharging the recipient's obligations under this Agreement and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the recipient.

6.3   This Clause 6 shall not apply where information is already in the public domain or where disclosure is required to meet a legal obligation (including obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004).

7.   COPYRIGHT AND OWNERSHIP

7.1   Ownership of any pre-existing Intellectual Property shall remain with the Party providing it for use in these Services. Any Data input onto the database by the Customer will be owned by the Customer and the Customer's Information Asset Owner (as defined in Annex 3) shall be responsible for such Data.

7.2   The Contractor will grant such permissions or licenses as are necessary for the Customer to benefit from the Services if and while the Customer pays all invoices due under this Agreement.

7.3   The Customer understands and acknowledges that any Services undertaken by the Contractor in which copyright arises is and will remain, under the Copyright, Design and Patents Act 1988 (or any subsequent legislation dealing with same) Crown copyright.

7.4   If the Customer is not a Crown body, under delegation from the Controller of Her Majesty's Stationery Office, the Contractor will assign absolutely to the Customer all Crown copyright subsisting in the Services and the Customer is free to use it for its own purposes.

7.5   If the Customer uses Crown copyright in dealings with third parties, the Customer will not refer to the copyright as Crown copyright and the Customer shall ensure that same requirement subsists in any future assignment of the Crown copyright.

7.6   Notwithstanding the above, the Customer, or any subsequent assignor of the Crown copyright, must draw to the respective assignee's attention the Crown copyright status of the material and explain what this means, in particular as to duration.

7.7   The Contractor may, with the consent of the Customer, which consent shall not be unreasonably withheld or delayed, publish alone or in conjunction with any other person articles, photographs or other illustrations relating to the Services undertaken by the Contractor.

7.8   All software supplied by the Contractor, in whatever form, is supplied under licence and not by way of sale and is subject to the Contractor's licence terms and in the case of software licensed to the Contractor, to terms and conditions equivalent to those between the Contractor and the Contractor's licensor.

8.   PAYMENT

8.1   In consideration of the provision of the Services by the Contractor, the Customer shall pay the Contractor the Price.

8.2   The Contractor may increase the Price by giving notice to the Customer at any time if:

a)   the Customer changes the specification or scope of the Services (including but not limited to: functionality, delivery dates or locations) in accordance with Clause 9;

b)   there is any delay caused by any instructions of the Customer in respect of the Services or failure of the Customer to provide adequate or accurate information or instructions in respect of the Services; or

8.3   The Customer shall pay each invoice submitted to it by the Contractor, in full and cleared funds, including UK Value Added Tax if applicable. Payment shall be in Pounds Sterling and due within 30 days of the invoice date.

8.4   Without prejudice to any other right or remedy it may have, if the Customer does not pay the Contractor on the due date:

a)   the Contractor may, at its sole discretion, suspend all Services until payment has been made in full; and

b)   the Customer shall pay interest on the overdue amount at a rate calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the late Payment of Commercial Debts Regulations 2002 and at the relevant reference rate plus the statutory rate of interest.

8.5   The Customer shall pay all amounts due under this Agreement in full without any deduction, set off, counterclaim or withholding except as required by law.

8.6   All sums payable to the Contractor under this Agreement shall become due immediately on its termination, despite any other provision. This Clause 8.6 is without prejudice to any right to claim for interest under the law or any such right under this Agreement.

9.   VARIATIONS TO THE AGREEMENT

9.1   Any variations to this Agreement including any changes to functionality, must be undertaken in accordance with the Change Control Notice document set out in Annex 4 to the Agreement.

9.2   Notwithstanding the above Clause 9.1, the Contractor may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services or the Price.

9.3   Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions to the Agreement shall be binding only when agreed in writing and signed by both Parties.

10.   FORCE MAJEURE

10.1 Provided it has complied with Clause 10.3, neither Party shall be liable for any delay in performing or failure to perform its obligations under this Agreement due to any event of Force Majeure. Such delay or failure will not constitute a breach of this Agreement and the time for performance will be extended by such period as is reasonable.

10.2 If the Force Majeure event prevents a Party from performing its obligations for more than 12 weeks, the other Party may, without limiting its other rights or remedies, terminate this Agreement by giving one month's written notice to the other Party.

10.3 The Party affected by an event of Force Majeure shall:

a) as soon as reasonably practical after the start of the Force Majeure event but no later than 3 days from the start, notify the other Party of the Force Majeure event, the date on which it started, its likely or potential duration and the effect of the Force Majeure event on its ability to perform its obligations under this Agreement; and

b) use reasonable endeavors to mitigate the effect of the Force Majeure event on the performance of its obligations.

10.4 If the U.K. Foreign & Commonwealth Office advises that travel is not recommended to locations where the Services are to be undertaken, the Contractor shall be released from its obligations to provide the Services to the Customer. In such circumstances the Contractor will try to find a resolution with the Customer to mitigate the effect on the Services.

11. SUSPENSION AND TERMINATION

11.1 Without limiting its other rights or remedies, the Contractor may suspend the Services if:

a) the Customer fails to pay any invoice on the due date; or

b) the Customer becomes subject to any of the events listed in Clause 11.3 or the Contractor reasonably believes that the Customer is likely to become subject to any of them.

11.2 Provided always that the Customer has made all payments properly due in accordance with Clause 8, the Parties may agree to suspend the Services in whole or in part. Unless agreed otherwise by the Parties in writing, if the Customer has not instructed the Contractor to resume the Services within 6 months of the date of the agreed suspension, the Contractor may terminate this Agreement.

11.3 Without limiting its other rights or remedies, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

a) the other Party commits a material breach of its obligations under this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;

b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (the "**Act**") or (being an individual) is deemed either unable to pay its debts or has no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Act or (being a partnership) has any partner to whom any of the foregoing apply;

c) the other Party commences negotiations with any creditors with a view to rescheduling its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or bankruptcy of the other Party, including the appointment of (or notice of intention to appoint) an administrator;

e) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 11.3.b to 11.3.d (inclusive);

f) the other Party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

g) the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

h) Without limiting its other rights or remedies, the Contractor may terminate this Agreement with immediate effect if the Customer fails to pay any amount due under this Agreement on the due date.

i) Either Party shall have the right to terminate this Agreement, or to terminate the provision of any part of the Services, at any time by giving (three) 3 months written notice to the other Party. The terminating Party may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided during the period of extension.

12 CONSEQUENCES OF TERMINATION

12.1 On termination or expiry of this Agreement for any reason:

a) the Customer shall immediately pay to the Contractor all of the Contractor's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has yet been submitted, the Contractor shall submit an invoice, which shall be payable by the Customer immediately on receipt. This will also include any decommissioning costs to include not only hardware, but resources assigned to the Services.;

b) the accrued rights and remedies of the Parties at termination or expiry shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

c) within thirty (30) working days of the date of termination or expiry of the, the Parties shall return to each other any data and confidential information belonging to the other Party in their possession, power or control, either in its then current format or in a format nominated by the other Party, together with all training manuals and other related documentation, and any other information and all copies thereof owned by the other Party, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under this Agreement, or such period as is necessary for such compliance.

d) Clauses 6, 12, 13, 21 and 23 shall survive termination or expiry of this Agreement.

13. LIABILITY, WARRANTIES AND INSURANCE

13.1 Nothing in this Agreement shall limit or exclude either Party's liability for:

a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

b) fraud or fraudulent misrepresentation; or

c) any other exclusion or limitation which is not permitted by law.

13.2 Subject to clause 13.1:

a) the Contractor shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for:

i) loss of: profits, sales, business, agreements or contracts, anticipated savings;

    ii)   loss of or damage to goodwill;

    iii)   loss of use or corruption of software, data or information; or

    iv)   any indirect or consequential loss arising under or in connection with this Agreement; or

    v)   any failure to meet targets, which is due to any amendment or alteration made by users to the enabling IT systems covered by this agreement; or

    vi)   any failure to meet targets, which is due to systems not covered by this Agreement; and

b)   The Contractor's total liability to the Customer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total value payable to the Contractor by the Customer under this Agreement (excluding any applicable taxes, duties or levies).

13.3   The Customer shall not pursue any claims in contract, tort or for breach of statutory duty (including negligence) against any individuals working or who worked for the Contractor at any time. The Customer acknowledges that such individuals are entitled to enforce this Clause 13.3 pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.4   Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

13.5   The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

14. NOTICES

14.1   Any notices served by either the Contractor or the Customer shall be in writing delivered by registered post to the registered or main operating office of the Party concerned and shall be deemed to have been received 48 hours after the time of posting.

15. ASSIGNMENT AND SUB-CONTRACTING

15.1   Neither Party shall assign sub-let or otherwise transfer any obligation or benefit under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed.

15.2   In the event that the Customer specifies the use of a particular subcontractor for carrying out any of the Services, the Customer shall bear the risk for any non-delivery of the Services undertaken by such subcontractor.

16.   RIGHTS OF THIRD PARTIES

16.1   Subject to Clause 13.3 for the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.

17.   WAIVER

17.1   A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy or preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.2   Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18   SEVERANCE

18.1   If any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required to make it valid, legal and enforceable, be deemed modified. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

19   DATA PROTECTION

19.1   The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Contractor is the Processor. The only processing that the Contractor is authorised, by the Customer, to do is detailed in the Quotation and may not be determined by the Contractor.

19.2   The Contractor shall notify the Customer as soon as reasonably possible if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

19.3   The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

19.3.1   a systematic description of the envisaged processing operations and the purpose of the processing;

19.3.2   an assessment of the necessity and proportionality of the processing operations in relation to the Services

19.3.3   an assessment of the risks to the rights and freedoms of Data Subjects; and

19.3.4   the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

19.4   The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

19.4.1   process that Personal Data only in accordance with the Quotation, unless the Contractor is required to do otherwise by Law. If it is so required, the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

19.4.2   ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

19.4.2.1   nature of the data to be protected;

19.4.2.2   harm that might result from a Data Loss Event;

19.4.2.3   state of technological development; and

19.4.2.4   cost of implementing any measures;

19.4.3   ensure that:

19.4.3.1   the Contractor's staff and key personnel do not process Personal Data except in accordance with this Agreement (and in particular the Quotation);

19.4.3.2   it takes all reasonable steps to ensure the reliability and integrity of any of the Contractor's personnel who have access to the Personal Data and ensure that they:

19.4.3.2.1   are aware of and comply with the Contractor's duties under this clause;

19.4.3.2.2   are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

19.4.3.2.3   are informed of the confidential nature of the Personal Data and

19.4.3.2.4   do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

19.4.3.2.5   have undergone adequate training in the use, care, protection and handling of Personal Data; and

19.4.4   not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

19.4.4.1   the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

19.4.4.2   the Data Subject has enforceable rights and effective legal remedies;

19.4.4.3   the Contractor complies with its obligations under the Data Protection legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its reasonable endeavours to assist the Customer in meeting its obligations); and

19.4.4.4   the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

19.4.5   at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

19.5   Subject to clause 19.6, the Contractor shall notify the Customer as soon as reasonably possible if it:

19.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

19.5.2 receives a request to rectify, block or erase any Personal Data; receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

19.5.3 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

19.5.4 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

19.5.5 becomes aware of a Data Loss Event.

19.6 The Contractor's obligation to notify under clause 19.5 shall include the provision of further information to the Customer in phases, as details become available.

19.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 19.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

19.7.1 the Customer with full details and copies of the complaint, communication or request;

19.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

19.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

19.7.4 assistance as requested by the Customer following any Data Loss Event;

19.7.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

19.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

19.8.1 the Customer determines that the processing is not occasional;

19.8.2 the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

19.8.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

19.9 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

19.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

19.10.1 notify the Customer in writing of the intended Sub-processor and processing;

19.10.2 obtain the written consent of the Customer;

19.10.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 19 such that they apply to the Sub-processor; and

19.10.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

19.11 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

19.12 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

20   NO PARTNERSHIP

20.1 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, or make either Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

21.   DISPUTE RESOLUTION

21.1 The Parties shall in good faith attempt to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement (a "**Dispute**").

21.2 If a Dispute cannot be resolved in accordance with Clause 21.1, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed by the Parties, the mediator will be appointed by CEDR. To initiate the mediation a Party must give notice in writing (an "**ADR notice**") to the other Party requesting mediation. A copy of the ADR notice must be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice.

21.3 Neither Party may start court or arbitration proceedings pursuant to Clause 21.2 in relation to the whole or part of a Dispute until 45 days after service of the ADR notice provided that the right to issue proceedings is not prejudiced by the delay.

21.4 If the Dispute is not resolved within 60 days of service of the ADR notice or either Party fails to participate or to continue to participate in the mediation or the mediation terminates without resolution the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 23.

22.   ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Neither Party shall have any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Neither Party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

22.3 Nothing in this Clause 22 shall limit or exclude any liability for fraud.

23.   GOVERNING LAW

23.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF each of the Parties to this Agreement has caused this Agreement to be executed each copy of which shall be deemed to be an original as of the date first above written.

Signed: ▉▉▉▉

Name: ▉▉▉▉▉▉▉▉

Position: ▉▉▉▉▉▉▉▉▉▉

Date: ▉▉▉▉▉

ON BEHALF OF THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

Signed: ▉▉▉

Name: ▉▉▉▉

Position: ▉▉▉▉▉▉▉▉▉

Date: ▉▉▉▉

ANNEX 1 – THE SERVICES AND PERFORMANCE STANDARDS

1 Description of the Service(s)

STARFISH	STARFISH provides the Fisheries Health Inspectorate (FHI), Environment Agency (EA) and Natural Resources Wales (NRW) with a system which allows them to draw together all available sit information used in the areas of live fish movements and fish farming within the UK into one database system.
Incident and Problem management	Provide a Service Desk, incident and problem management service for application and technical issues
User Administration	To provide a user administration service for users of the STARFISH system.

Application Maintenance

To provide application maintenance services including:

- Correction of faults and provision of service releases

- Problem management and resolution

- Support relating to routine and ongoing live processing and dealing with user incidents and problems.

- Template changes up to a maximum of 10 working days per year to a maximum price of £ ▮▮▮▮▮

  A day constitutes 7.4 hrs and will be charged on actual time and materials used. Any costs above this price will be mutually agreed in advance.

  Template changes refers to changes to wording and format only. It does not include the addition of new data fields.

  EA to provide clear specification of the required template change and Cefas will provide a timeframe of task requested. These requests should be submitted to the Contractor representative: AT Operations Manager who will approve the change.

IT infrastructure

To provide and manage an IT infrastructure, including servers, supporting the provision of a Citrix hosting environment to enable access to the modules covered by this agreement [1].

This SLA allows for a user base of 30 maximum

The provision of 12 RSA Secure ID dongle or Soft Tokens at a cost of £▮▮ excluding VAT each per year. Any additional dongles will be charged at £▮▮▮

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[1] Please note: The Government Cloud Strategy, a sub set of the Government ICT Strategy states that the Government is committed to the adoption of cloud computing and delivering computing resources to users as needed (an on-demand delivery model). By exploiting innovations in cloud computing we will transform the public sector ICT estate into one that is agile, cost effective and environmentally sustainable. Within Cefas, in order to comply with the strategy we are in the process of migrating our systems and infrastructure to the cloud (also referred to as off-premise). As Cefas adopts this for more and more systems, the end customers will be kept informed of likely migration timescales, and any financial or service impacts this will have.

Network and communications	To provide an internal network managing connectivity of all in scope services within The Service Provider, terminating at the service boundary.
Database Administration	All operational data is stored within a relational database management system. The Contractor will provide database administration services to cover the ongoing management of this database. This includes

- Allocating system storage and planning future storage requirements for the database system

- Creating database storage structures (tablespaces)

- Creating objects (tables, views, indexes, etc)

- Reviewing and modifying the database structure as necessary

- Checking system logs

- Managing day start procedures as necessary

- Controlling and monitoring user access to the database

- Monitoring and optimising the performance of the database, including fragmentation

- Planning for backup and recovery of database information

- Ensuring backups run as designed and scheduled

- Restoring database after Operating System recovery

- Infrastructure Maintenance and Management.

General   The Contractor will be responsible for the following activities:

- Applying security patches to operating systems as necessary

- Virus monitoring and management

- Security monitoring, intrusion detection and prevention

- Applying upgrades to operating systems, database management systems, web servers and load balancing software

All changes to the system will be performed according to the Contractors working procedures for change control.

Software Maintenance and Upgrades   The Contractor will provide corrections to the 3rd party licensed software (provided that such corrections have been provided to the Contractor by the 3rd party i.e. Microsoft patches) at no additional charge to the Customer for any error, malfunction, or defect which causes the licensed software to fail to perform in accordance with functional specifications. This does not apply to bespoke developed software which has not been developed by Cefas, but which Cefas are hosting and supporting. In these cases, where Cefas agrees to take on the code management of these products, any bugs/issues found within the 3rd party code which Cefas are required to investigate/resolve may incur costs.

Enhancements are not included and would need to be raised as a Change Request and would incur additional costs.

The Customer acknowledges that the latest releases of software bring new user benefits and will not unreasonably delay proceeding with upgrades.

Should the Customer wish to remain on an earlier release of the software twelve months after being offered the upgrade, the Contractor may apply at their discretion a supplemental charge equal to the additional costs, if any, of maintaining this earlier release.

When the software is no longer supported by the Manufacturer (for example, legacy Microsoft VB6), the software will no longer be assessed against the SLA KPI's and support will be provided on a reasonable endeavour's basis only. Areas of this service excluded from the SLA are detailed in Annex 7.

Similarly, if the Customer wishes the Contractor to apply a patch to the application before a full release is ready, the Contractor may also apply at their discretion a supplemental charge equal to the additional costs, if any, of quality assuring and applying this patch release.

The Contractor will ensure that the risks and impacts of such changes, as well as any charges, are understood and agreed with the Customer before they are implemented. Note that upgrades performed out of the supported hours will be subject to an additional charge.

Hardware Maintenance

Unscheduled on-site remedial maintenance will be performed when an item of equipment is inoperative or malfunctioning. The Contractor will be responsible for replacing any hardware devices that fail within the scope of its hosting infrastructure.

In the event that a disk containing data is removed, the Contractor will ensure that the data is removed so as to protect the Customer in terms of the Data Protection Act. When not in use (or transit to a secure area), all media devices shall be stored in a secure location for the purpose of fault analysis and/or off-site backups. Any failed media devices that are no longer required, shall be physically destroyed via a Defra approved disposal route.

System Scaling

The System has been configured to fulfil the design criteria required.

If additional functionality is required, then a new development project would determine the additional scaling requirements and the associated agreement would need to be revised.

Infrastructure Establishment

The Contractor will be responsible for the following activities:

- Hardware procurement and configuration
- Operating system procurement, installation and configuration
- Software procurement, installation and configuration
- Database management system procurement, installation and configuration
- Load testing and tuning of the deployment environment

Where changes are required to the Contractors systems that are generated by work / activities instigated by Customer and the IT Department (eg network changes / introduction of Public Services Network "PSN" etc), the Contractor will liaise separately with Customer and the IT Department for resolution on whether such changes will be implemented and how they will be paid for.

Application Hosting	The Contractor will be responsible for the application hosting environment, the key features of which are:

- Web server – if running a web browser application
- Database Servers – Main database servers storing all operational data,
- Firewall – protecting the application infrastructure from security attacks, only allowing web traffic through to the web server.
- Authorised access control and protection against virus attack.

The Contractor will provide the following Security services:

- The system including data shall be kept behind a secure firewall to prevent unauthorised intrusions.
- All software shall be checked and monitored for virus infection.

2. System Monitoring & Management

Network Monitoring	Network connectivity, latency and quality shall be constantly monitored. Network management tools are used to monitor: -
	CPU, Memory, HDD, Processes, SQL load, IIS load, User load, to ensure maximum availability. If an issue is identified, then an alarm is raised as well as an email being sent for attention. These are actioned by the Contractors IT Services during supported hours (i.e. not 24/7). Only live services are monitored, development systems are excluded.
Application Monitoring	The system hosting the licensed software is subject to frequent checks to monitor availability.

3. Quality and Monitoring

Management Maintenance	Each area of maintenance work identified shall be managed by the Contractor and reported to the Customer as appropriate.
Performance Monitoring	The contractor will provide sufficient information to enable the Customer to identify prioritised tasks to be worked on by the Contractor as well as set criteria for prioritising work on application problems and failures forwaded by the Service Desk.
	Set, agree and monitor attainment of appropriate performance targets.
	Reports shall be provided where appropriate to the Customer by the Contractor giving statistics on which the performance targets can be easily assessed as follows.

- Quarterly summary

These reports shall be sent to the Customers Service Manager.

Formal meetings	Meetings should be held between the Customers Service Manager or delegate and the Contractor's AT Operations Manager or delegate(s) on a regular basis. These meetings will be held as a minimum every 2 months

by telephone call. Any face-to-face meetings need to be kept to a minimum and video conferencing utilised where possible.

It is a joint responsibility for both parties to arrange these meetings.

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4. Performance targets

The aim is to ensure that the Contractor's IT infrastructure is maintained and enhanced as necessary to deliver any performance targets specified for systems provided under this Agreement.

For each service, targets for performance, availability, and capacity are agreed with the Customers Service Manager and the Contractor's Operations Manager as defined in section 5 Service Details.

System availability	Unless stated elsewhere, this is not a 24/7 contract, however the Contractor will endeavour to provide operational systems for 24 hours a day for 365 days a year. For essential maintenance, the Contractor will attempt to complete any patching/shutdown during the weekend, or outside of the standard working day. The Customer should inform the provider at the start of each SLA year of any weekends that they feel shutdowns/patching should preferably not be scheduled for. For unforeseen required non-disruption weekends, a minimum of 5 weeks' notice is required, and will be reviewed on a case-by-case basis and accepted on a reasonable endeavours basis. Furthermore, the Customer will be given 5 days' notice of any plans to shut down/patch the infrastructure within the Contractors control. For emergency maintenance, the Customer will be notified under reasonable endeavours, including retrospectively.
System failure	In the event of a system failure the Customer will be alerted at the earliest possible convenient time,
	The approximate time for recovery of service will be agreed for each service.
Targets	**Normal working hours**
	The targets for the average level of system availability, during working hours (Monday – Thursday 08:00-17:00, Friday 08:00 – 16:30 apart from the identified non working days for the Contractor, which are listed in Annex 6 for the ongoing financial year(s)), over 12 months (reported monthly) for the System is: 98%
	Outside normal working hours
	The provision of services outside these hours, and over weekends, is to be on a reasonable endeavours basis with specific support being agreed on a case-by-case basis between the Customer and the Contractor.
Service Level Management	The application hosting service is constantly monitored to allow service level measurement and reporting.

Service Reporting   A report will be produced (in accordance with the agreed reporting period) to summarise performance against the agreed service levels and include statistics on the system availability and issue management. These may include:

- System Availability statistics

- System Usage statistics

- Raised Issues statistics

In the event of any unplanned downtime, the Contractor will inform the Customer.

Measurement of System Availability   If at any time the Contractor and the Customer agree to make the system unavailable for any reason this shall be regarded as planned downtime. This is outside the scope of downtime compensation calculations.

T   means the total number of minutes in the respective quarter.

P   means the total number of minutes of planned downtime in the quarter.

D   means the total number of minutes of unplanned downtime in the quarter excluding downtime due to telecommunications problems beyond the Contractors control.

A   System availability

System Availability is calculated as

$$A = (T - P - D) / (T - P) * 100 \%$$

5. Service Details

Service Desk   The Contractor's Service Desk is to be staffed on each working day:

- from 08.00hrs to 17.00hrs (Mon-Thurs)

- from 08.00hrs to 16.30hrs (Fri)

apart from the identified non-working days for the Contractor, which are listed in Annex 6.

If a call is received by the Contractor's Service Desk then:

i.   a unique identification number is allocated, and

ii.   a priority category is allocated for each call of high, medium or low using the following criteria and target response/resolution:

Service Level	Criteria	Target Response/ Resolution	Resolution targets over 12 months
P1	User cannot do something important e.g. relating to a Ministerial submission, prosecution work, impending regulatory deadline.	2 hours/ 1 day	90% within resolution time
P2	Please fix as soon as you can, but I can get on with something else for now.	4 hours/ 3 days	85% within resolution time
P3	I can live with the problem for *x* days	1 day/ 5 days	80% within resolution time

The Contractor operates a formal escalation policy within its Service Desk software where calls are escalated to the appropriate technical or application manager if any call is not progressing correctly to ensure resolution within target.

If not immediately resolved by the Service Desk, calls shall be routed to a 2nd level support analyst according to the category of the problem i.e. a problem that relates to an application is passed to the appropriate Development Team.

Problem handling & Escalation Policy

iii. hen escalated according to the category of the call to a 2nd level support team for resolution.

Any call that identifies a change in user requirements, not previously notified, will have a problem record raised (if one does not already exist), and the occurrence count for that problem incremented by 1. The call shall then be closed, and the originator of the call notified appropriately. The AT Operations Manager shall be notified regularly of problem register status for prioritisation and scheduling according to the appropriate application project controls.

Note: The targets above apply from receipt of call at the Contractor's Service Desk. Also, these targets are only for live services not any development services that may be made available to appropriate people for test / UAT purposes via Citrix.

The definition of response interms of a Service Desk callis:

A call is defined to have been responded to when an analyst contacts the user, who has reported the problem, to progress resolution. For example, the userbeing contacted asking for further details such as any

error message is a valid response.

Software bugs will be closed and transferred to the Contractors appropriate system problem register for consideration as future development candidates.

User Administration

New users of STARFISH are registered as follows:

Users will be registered / unregistered within 5 working days of receipt of the new user registration form or deregistration email request. This assumes a maximum of five (5) user requests per week otherwise a separate request will be required, and registration / deregistration timescale agreed.

See Annex 3 for current contact details.

Third party dependency

Where the resolution of a problem is determined to be dependent upon the actions of a third party, the Contractor will be responsible for liaising with the third party to drive a resolution to the problem identified. If appropriate a work around or roll back may be identified, which the Contractor will manage as part of the SLA, but the stated performance measures will not apply

e.g.

- a bug in a Microsoft product,

- failure of a client PC or other systems for which the Contractor is not responsible.

Application Maintenance

Any Service Desk call that identifies a defect in the application requiring a software fix will have a problem record raised (if one does not already exist), and the occurrence count for that problem incremented by 1. The call shall then be closed, and the originator of the call notified appropriately. The Services Manager shall be notified regularly of problem register status for prioritisation and scheduling according to the appropriate application project controls.

Service Level	Criteria	Target Response/ Resolution[2]	Resolution targets over 12 months
P1	Critical impact problem prevents multiple users performing function e.g. unable to perform high priority work	2 hours/ 1 day	90% within resolution time
P2	Problem is preventing normal work but is not urgent	4 hours/ 3 days	85% within resolution time

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[2] *Target Response is the timescale for acknowledgement of the reported issue. Target Resolution is the timescale to assess and record the issue for rectification, NOT the time to resolve the issue and provide a maintenance release.*

P3	Problem can be resolved over several days	1 day/ 5 days	80% within resolution time

The Contractor will deliver maintenance releases of the System up to a maximum of 4 per year.

6. Constraints

Changes to live data

No changes will be made to the System or any live System data, other than those required by Database Administrators to ensure data integrity and optimum system performance, without the written authority of the Customer.

Technical Standards

1) The Contractor will inform the Customer over any changes to the Citrix platform or communications protocols that may affect compatibility with the Customer's standard Citrix client and wide area network. The Contractor may upgrade the Citrix platform, and any upgrades should be compatible with up to 2 previous versions of the Citrix client.

2) Similarly, the Customer will consult with the Service Provider over any changes to its Citrix environment or communications protocols that may affect compatibility with The Service Provider' Citrix platform and local area network at Lowestoft. The Customer acknowledges and accepts that changes which it makes to its Citrix platform may have a detrimental effect on its ability to connect to the Contractor's Citrix environment.

Documentation

The Contractor will hold and maintain relevant documentation, primarily derived from those required within the development cycle.

Examples could include:

- Appropriate User Guides
- User Requirements Document
- Functional Specification

7. Data Security

Physical security

The Contractor will provide the service from a secure hosted environment located in Lowestoft (unless otherwise agreed with the customer). The equipment is accessible only via proximity / keycard access to a restricted subset of personnel.

The on-premise hosting facility is configured with raised floors, fire detection systems and redundant power and network architectures. No unauthorised access to the building is allowed. Only strictly authorised technical staff are permitted to enter the hosting facility.

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1) The Contractor will be responsible for:

- The physical security of the Data Centre. Including maintenance of the Information Security Management System (ISMS) compliant to ISO27001, and site security inspections carried out by or on behalf of Defra Security.

- The set-up and maintenance of infrastructure and service including firewall security.

- Assistance with the set-up and maintenance of user IDs and passwords.

- Monitoring of user access to and availability of the system.

2) The Customer will be responsible for:

- Staff departures to be informed to the Contractor's Service Desk within 30 days.

- Completion of 6 monthly user audits within 30 days.

Infrastructure Resilience

1) The ability to recover from a failure in the infrastructure is built into the Citrix element of the service only. Applications covered by the System are virtual deployments. The SQL database is on a physical server, as single server deployments therefore no resilience.

2) In the event of database server failure, by default the development SQL server would be utilised to provide the live server with the obvious impact on any development activity. The database will be accurate to at worst the last successful backup.

3) If the firewall fails then the backup firewall will be engaged.

4) Multiple backup power supplies and backup generators will automatically provide electrical power in the event of mains failure.

Disaster Recovery

None: Unless specifically defined elsewhere in this agreement.

Back up

1) Systems will be backed up on tape on a nightly basis (weekdays as per annex 6 Non-Working days) tapes will be stored in a fireproof safe on a secure site two miles away.

2) A disk-to-tape facility gives the availability to recover to a daily granularity within 1 week, to weekly granularity for 5 weeks and to monthly granularity for 12 months.

3) End user created information (such as saved searches) is included in the daily backup, if stored within the database.

Live Service Catalogue

	System name (if used)	Service Name (and provider)	Service Description	Availability	Schedule	System Monitored?	Resilience & Security	Location	Backup	Service Owner (Cefas)	Service Representative	Notes
Infrastructure Specific Deliveries												
1		Service Desk support (incl. service requests and incident management)	Provide managed support route for all service queries and incident management. Unique ID given for all calls with priority assigned based in impact/urgency matrix.	08:00-17:00 Mon-Thurs 08:00-16:30 Friday (manned service) 24/7 – Online self service	NA	NA	NA	On premise (Cefas Lowestoft)	NA	Principal Investigator – IT infrastructure	▉▉▉▉	No response times guaranteed - phone not always manned. Job categorised into P1/P2/P3 (see Service Desk Priorities tab for more details)
2		Hosting infrastructure (on premise)	Provide and manage IT infrastructure on premise includes Servers, Server backup, Server Patching security monitoring and upgrades for 3rd party software if in support (namely	8x5	NA	As defined in Monitoring Policy unless special requirements were defined, which may incur additional cost	Standard security and resilience applied unless special and/or design requirements were defined, which may incur additional cost	On premise (Cefas Lowestoft)	All databases are backed up, as per schedule	Principal Investigator – IT infrastructure	▉▉▉▉	Does not include 3rd party bespoke software patching, Software hosted, but not developed by Cefas. These would be assessed on a case by case basis. Infrastructure software out of support and out of SLA KPIs

	System name (if used)	Service Name (and provider)	Service Description	Availability	Schedule	System Monitored ?	Resilience & Security	Location	Backup	Service Owner (Cefas)	Service Representative	Notes
			Microsoft). This also includes internal network managing connectivity of all in scope services terminating at the service boundary									
3		System scalability (on premise)	System is scaled to initial system design requirements. Any additional hardware may incur additional costs	Not covered within SLA, assessed and costed on a case-by-case basis	NA	As defined in Monitoring Policy unless special requirements were defined, which may incur additional cost	Standard security and resilience applied unless special and/or design requirements were defined, which may incur additional cost	On premise (Cefas Lowestoft)	NA	Principal Investigator – IT infrastructure	▮▮▮▮	
4		Citrix hosting environment (on premise)		Not covered within SLA, product is beyond extended support, any	NA	As defined in Monitoring Policy unless special requirements were	Standard security and resilience applied unless special and/or	On premise (Cefas Lowestoft)	NA	Principal Investigator – IT infrastructure	▮▮▮▮	

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	System name (if used)	Service Name (and provider)	Service Description	Availability	Schedule	System Monitored ?	Resilience & Security	Location	Backup	Service Owner (Cefas)	Service Representative	Notes
			remediation is on reasonable endeavours basis, therefore SLA KPIs do not apply			defined, which may incur additional cost	design requirements were defined, which may incur additional cost					
5		Database administration (on premise)	Including, but not limited to Database Creation, maintenance, performance monitoring, user administration and backups (to tape)	Not covered within SLA, product is beyond extended support, any remediation is on reasonable endeavours basis, therefore SLA KPIs do not apply	NA	As defined in Monitoring Policy unless special requirements were defined, which may incur additional cost	Standard security and resilience applied unless special and/or design requirements were defined, which may incur additional cost	On premise (Cefas Lowestoft)	NA	Principal Investigator – IT infrastructure	███████	
6		Third party dependency proprietary	Where the proprietary infrastructure or software is found to be an issue root case, the Contractor will liaise directly with the 3rd part or	Depending on impact, 24/7 or 8x5	NA	As defined in Monitoring Policy unless special requirements were defined, which may incur	Standard security and resilience applied unless special and/or design requirements were	All environments	NA		███████	

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	System name (if used)	Service Name (and provider)	Service Description	Availability	Schedule	System Monitored ?	Resilience & Security	Location	Backup	Service Owner (Cefas)	Service Representative	Notes
			their representative			additional cost	defined, which may incur additional cost					
7		Resilience & security (R&S)	R&S are implemented as per the stated systems design and ongoing development requirements	24/7	NA	As defined in Monitoring Policy unless special requirements were defined, which may incur additional cost	Standard security and resilience applied unless special and/or design requirements were defined, which may incur additional cost	On premise (Cefas Lowestoft)	NA		████████	
8		User audit (infrastructure based)	Review and remove user accounts from infrastructure groups eg. AD/SQL/Citrix	8x5	Once/ 6 months	NA	NA		NA	Principal Investigator – IT infrastructure	████████	Formal deregistration process is required for all non-Cefas users
Other Deliveries												
9		User audit (system specific database entries)	Review of all active permits on system database(s), and associated	8x5	Once/ 6 months	NA	NA	On premise (Cefas Lowestoft)	NA	Principal Investigator – AT Operations	████████	Formal deregistration process is required for all non-Cefas users

	System name (if used)	Service Name (and provider)	Service Description	Availability	Schedule	System Monitored ?	Resilience & Security	Location	Backup	Service Owner (Cefas)	Service Representative	Notes
			databases									
10		Communications	Including, but not limited to communication plan, incident reporting, highlight/checkpoint reporting if required	NA	Quarterly	NA	NA	On premise (Cefas Lowestoft)	NA	Principal Investigator – Operations	▮▮▮▮	
11		Application Maintenance	Correction of faults and service release provision, problem management and support releasing routine and ongoing live processing and dealing with user incidents and problems	8x5	NA	NA	Up to three levels of developer support as standard	On premise (Cefas Lowestoft)	NA	Principal Investigator – AT Operations	▮▮▮▮	Operation support and changes required take precedent over development requirements, as standard.
12	Starfish	Starfish	Starfish provides the Fisheries Health Inspectorate (FHI), Environment Agency (EA) and National Resources	8x5 (Mon-Fri)	NA	NA	NA	On premise (Cefas Lowestoft)	Database is backed up, as per schedule	Principal Investigator - AT Operations	▮▮▮▮	

System name (if used)	Service Name (and provider)	Service Description	Availability	Schedule	System Monitored?	Resilience & Security	Location	Backup	Service Owner (Cefas)	Service Representative	Notes
		Wales (NRW) with a system which allows them to draw together all available site information used in the areas of live fish movements and fish farming within the UK into one database system.									

Service Desk Priorities

Service Level	Criteria	Target Response/ Resolution	Resolution targets over 12 months
P1	User cannot do something important e.g. relating to a Ministerial submission, prosecution work, impending regulatory deadline.	2 hours/ 1 day	[1]<90%> within resolution time
P2	Please fix as soon as you can, but I can get on with something else for now.	4 hours/ 3 days	<85%> within resolution time
P3	I can live with the problem for x days	1 day/ 5 days	<80%> within resolution time

ANNEX 2 - PRICE AND PAYMENT

The following firm price (ex VAT) is fixed or each FY during the duration of the Agreement for the currently defined scope of Services. if functionality is added or removed, then these figures will be subject to review.

The price includes the provision of 12 RSA Secure ID dongle or Soft Tokens at a cost of £600 excluding VAT each per year. Any additional dongles will be charged at £600; any lost or broken dongles can be replaced for a charge of £80.

The Customer and the Contractor will seek to agree such a continuation for the cost and term for the service(s) three months in advance of the contract renewal date.
Payments to the Contractor will be every three (3) months in arrears, payable 30 days from receipt of invoice.

FY2021/22 Price £84,291 (exc VAT)

Date of invoice	Description	Amount to invoiced
July 2021	SLA for the provision of IT Hosting and Support Services for Starfish Q1 – April to June 2021	£█████
October 2021	SLA for the provision of IT Hosting and Support Services for Starfish Q2 – July to September 2021	£█████
January 2022	SLA for the provision of IT Hosting and Support Services for Starfish Q3 – October to December 2021	£█████
End March 2022	SLA for the provision of IT Hosting and Support Services for Starfish Q4 – January to March 2022	£█████
End March 2022	Additional Template changes as detailed in Annex 1 Section 1 - Application Maintenance. Charged on actual time and materials used	Time and Materials

FY2022/23 Price £87,248 (exc VAT)

Date of invoice	Description	Amount to invoiced
July 2022	SLA for the provision of IT Hosting and Support Services for Starfish Q1 – April to June 2022	£█████
October 2022	SLA for the provision of IT Hosting and Support Services for Starfish Q2 – July to September 2022	£█████
January 2023	SLA for the provision of IT Hosting and Support Services for Starfish Q3 – October to December 2022	£█████
End March 2023	SLA for the provision of IT Hosting and Support Services for Starfish Q4 – January to March 2023	£█████
End March 2023	Additional Template changes as detailed in Annex 1 Section 1 - Application Maintenance. Charged on actual time and materials used	Time and Materials

ANNEX 3 – CONTACT DETAILS

Customer representative: Service Manager	Name: ███████████ Role: ████████████████████ Email: ██████████ *Tel:*
Alternative Customer representative: Service Manager	Name ██████████ Role ██████████ Email ████ Tel: ██████████
Contractor representative: AT Operations Manager	Name: ██████████ Role: ████████████████ Email ██████████ Tel: ██████████
Alternative Contractor representative: AT Operations Manager	Name: ██████████ Email ██████████ Tel: ██████████
STARFISH Information Asset Owner (IAO)	Name: ██████████ Email ██████████ Tel: ██████████
Contractor Project Manager	Name: ██████████ Role: ██████████ Email: ██████████ Tel: ██████████
The Contractor's Service Desk – Telephone	██████████
The Contractor's Service Desk – Self Service Portal	██████████
The Contractor's Service Desk – Email	██████████

ANNEX 4 - CHANGE CONTROL NOTICE

Change Control Reference Number:
Contract title and reference:
Variation title:
Number of pages attached:

WHEREAS the Contractor and the Customer entered into a Service Level Agreement for the supply of [project name] dated [dd/mm/yyyy] and now wish to amend the Agreement (which, for the avoidance of doubt, includes Annexes 1-4).

IT IS AGREED as follows

With effect from [date] the Service Level Agreement shall be amended as set out in this Change Control Note:

Change requestor/originator:	
Summary of change:	
Reason for change:	
Revised Contract Price:	
Revised payment schedule:	
Revised specification:	
Revised contract period:	
Revised programme of Services:	
Change in Contract Manager(s):	
Other change:	

Save as herein amended all other terms and conditions of the Service Level Agreement shall remain in full force and effect.

Signed for and on behalf of the Contractor:

 By:
 Name:
 Title:
 Date:

Signed for and on behalf of the Customer:

 By:
 Name:
 Title
 (Authorised Authority Representative):
 Date:

ANNEX 5 - DATA PROTECTION

This Annex details the obligations of each Party as Processor for Personal Data.

Tables detailing Processing, Personal Data and Data Subjects

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Section 2.

Where Contractor is the Controller:

Description	Details
Subject matter of the processing	Data is provided by the Customer and is processed for the purpose of fish movement permission applications, issue of fish movement permissions, and the recoding of water body environmental information e.g. waterbody health status
Duration of the processing	The duration of processing is for the duration of the contract as defined in clause 2.1 (1 April 2019 to 31 March 2021).
Nature and purposes of the processing	The Service Provider shall host the data provided by the Customer, that may include Personal Data which will be stored online to enable fish movement permission applications, issue of fish movement permissions, and the recording of water body environmental information. This data is being stored within a relational database management system.
Type of Personal Data	Personal data includes name (individual, business or organisation that is a legal entity), address, telephone number and email address.
Categories of Data Subject	The data subjects includes fish suppliers, fish consultants / contractors, fish health consultants and persons (individual, business or organisation that is a legal entity).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will be retained for the duration of the Service Level Agreement. At the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Service Provider is required by Law to retain the Personal Data. Returned data must be in the format agreed with the Customer at the current time.

ANNEX 6 – LIST OF NON-WORKING DAYS

The Contractor's Service Desk support is available Monday to Friday:

- from 08.00hrs to 17.00hrs (Mon-Thurs)
- from 08.00hrs to 16.30hrs (Fri)

Apart from the following identified non-working days for the Contractor:
http://www.direct.gov.uk/en/Governmentcitizensandrights/LivingintheUK/DG_073741

2021		
1 January	Friday	New Year's Day
2 April	Friday	Good Friday
5 April	Monday	Easter Monday
3 May	Monday	Early May Bank Holiday
31 May	Monday	Spring Bank Holiday
1 June	Tuesday	Queen's Birthday
30 August	Monday	Summer Bank Holiday
27 December	Monday	Christmas Day
28 December	Tuesday	Boxing day
2022		
3 January	Monday	New Year's Day
15 April	Friday	Good Friday
18 April	Monday	Easter Monday
2 May	Monday	Early May Bank Holiday
2 June	Thursday	Spring Bank Holiday
3 June	Friday	Platinum Jubilee Bank Holiday
6 June	Monday	Privilege Day
29 August	Monday	Summer Bank Holiday
26 December	Monday	Boxing Day
27 December	Tuesday	Christmas Day
2023		
2 January	Monday	New Years Day
7 April	Friday	Good Friday
10 April	Monday	Easter Monday

ANNEX 7 – SERVICES IN SCOPE