

Construction Consultancy Services 2

Service Level Agreement (SLA)





Framework Details

Title: Construction Consultancy Services 2

Reference: SBS/17/NH/PZR/9256

Framework Duration: 5 years

Framework End Date: 31 March 2023

NHS SBS Contact: Dave Taylor (07740 418409) dave taylor@nhs.net

Brindsley Foster (07821810646) brindsley.foster@nhs.net

Service Level Agreement Details

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

Period of the Service Level Agreement (SLA)	Effective Date	01.08.2022	Expiry Date	31.07.2023
Agreement (SLA)	Date		Date	

Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Supplier SLA Signature panel

The "Supplier"		
Name of Supplier	LEXICA HEALTH AND LIFE SCIENCES CONSULTANCY LIMITED	
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/68	
Name of Supplier Authorised Signatory		
Job Title of Supplier Authorised Signatory	Managing Director	
Address of Supplier	India House, 45 Curlew Street, London SE1 2ND	
Signature of Authorised Signatory		
Date of Signature	14/07/2022	

Customer SLA Signature panel

	The "Customer"
Name of Customer	Department for Environment, Food & Rural Affairs
Name of Customer Authorised Signatory	
Job Title	SCAH Senior Commercial Manager
Contact Details email	
Contact Details phone	N/A
Address of Customer	Nobel House Area 1 17 Smith Square London SW1P 3JR



Signature of Customer Authorised Signatory	
Date of Signature	19.07.2022

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:

nsbs.construction@nhs.net

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between LEXICA HEALTH AND LIFE SCIENCES CONSULTANCY LIMITED and Department for Environment, Food & Rural Affairs for the provision of Construction Consultancy Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Construction Consultancy Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

2. Goals & Objectives



The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Construction Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to

Shared Business Services

obtain mutual agreement for Construction Consultancy Services provision between the Supplier and Customer.

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

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

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

Construction Consultancy Supplier Contact:	Director
Construction Consultancy Customer Contact:	– Programme Director

4. Estimated Duration of Contract

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

5. Service Requirements

A. Services Provided

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



Lexica Final Scope of Works 08.06.22 08.06.

B. Business Hours

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

India House, 2nd Floor, 45 Curlew Street, London, SE1 2ND 09:00-17:00 Monday to friday

C. DBS

The Customer should detail the level of DBS check requirement



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

Please see embeded Annex H dated 10th May 2022 to include amendment agreed with reference to Cyber Security – as a security –

D. Price/Rates inc. estimated total value





£2,889,457.00 As per embeded document dated 4th July 2022

E. Sub-contracting

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for liability and ensuring standards are maintained in line with the framework and this SLA.

As per proposal embeded in section A of this SLA

F. Management Information (MI)

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



11. Contract

Management Plan 357

As per embeded CMP which is to be finalised in the first 30 days of appointment

G. Invoicing

Please detail any specific invoicing requirements here

Invoices to be submitted monthly.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

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

I. Audit Process

Please detail any Customer audit requirements

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

J. Termination

The standard procedure is detailed below

Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.



K. KPIs and Other Requirements

Please list and agree the key requirements of the service

As per CMP embeded in section F of this SLA and to be finalised within the first 30 days of appointment L. Variation to Standard Specification Please list any agreed variations to the specification of requirements M. Other Specific Requirements $Please\ list\ any\ agreed\ other agreed\ requirements$ N. Supplementary Conditions of Contract The terms of the NHS SBS Construction Consultancy Services Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:





NHS Shared Business Services Limited

Registered in England, No. 5280446

Registered address:

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

www.sbs.nhs.uk