

Appendix 5

Service Level Agreement

relating to the Provision of Services pursuant to the request for admission to establish a

DYNAMIC PURCHASING SYSTEM

for the Provision of

Managed ICT Security Services

Appendix 5

Service Level Agreement (SLA) – Managed ICT Security Services

1. DEFINITIONS:

“Priority 1 Incident”

A critical incident with very high impact, examples may include;

- Services affecting Business Critical Components
- Confidentiality or privacy is breached
- Customer data loss

“Priority 2 Incident”

A major incident with significant impact, examples may include;

- A customer-facing service is unavailable for a subset of customers

“Priority 3 Incident”

A minor incident with low impact, examples may include;

- A minor inconvenience to customers, workaround available

2. INTRODUCTION TO THE SERVICE

- (a) This describes the Managed ICT Security Service and the service levels which shall apply to the Contractors.
- (b) The Contractor shall provide the Services in accordance with this document.
- (c) The Contractor shall provide the Service until the expiry of the Term of this Agreement (as it may be extended in accordance with this Agreement) unless terminated earlier by the Client in accordance with the provisions of clause 15 of this Agreement.
- (d) The Contractor shall provide a helpdesk for Incident management which allows tracking and reporting on all issues.

3. OVERVIEW OF SERVICE

In providing the Managed ICT Security Services, the Contractor shall at all times provide:

- A reliable service;
- A safe service that does not expose any user or organisation to security threats;
- A service that is easy to use;
- A well organised, up-to-date and useable online solution;
- Rapid response to and resolution of Incidents;
- Regular reports on the functioning of the Service including numbers and types of Incidents, Response Times, Resolution Times, new online support material created and service KPIs (as defined below);

- Clear communication pathways between the Client and the Contractor, including communication protocols and meeting schedules if applicable;
- A service that is delivered based on an industry standard Managed ICT Security Services framework, such as ISO 27001 or equivalent.

4. SERVICE LEVELS

The following table defines the minimum timescales within which Incidents shall be dealt with by the Contractor.

Priority	Response Time	Target Containment	Client Updates
1	30mins	4 hours	every 2 hours
2	2 hours	8 hours	every 4 hours
3	NBD	1 week	every working day

The Priority for each Incident shall be specified by the Client when it reports the Incident and updated as soon as practicable after it becomes aware of any change in the Priority of the Incident in question. The Contractor shall not change or downgrade the Priority assigned without prior agreement of the Client.

- Response and Resolution times will be evidenced in accordance with the Incident tracking system or such other tracking system as may be specified by the Client from time to time.
- A protocol for dealing with Priority 1 Incidents will at a minimum include the appointment of an Incident manager, the establishment of a conference call for all updates and a list of the key contacts who need to be regularly updated.
- The Contractor shall ensure that sufficient Support Personnel are available to carry out the necessary Resolution of these Incidents as per the Response and Resolution Times set out above.

5. MANAGEMENT AND RESOLUTION OF INCIDENTS AND PROBLEMS

- The Contractor shall respond to and resolve all Incidents and Problems within the Response Times set out at clause 4(a) above.
- Every effort shall be made by the Contractor to resolve each Incident at, or as soon as possible after, the first point of contact.
- The Contractor shall ensure that the Support Personnel use an issue tracking system to maintain a comprehensive record of all Incidents, including the Priority of each Incident and the actions taken to achieve their Resolution.
- Incidents may be communicated by either telephone or electronic mail or other means agreed between the Parties, however all Incidents must be recorded and logged in the issue tracking system.

6. ESCALATION PROCESS FOR INCIDENTS

- To ensure that all Client Incidents receive the highest level of care, the escalation matrix set out in this clause 6 shall apply. The Contractor guarantees that any Incident which falls outside the Resolution Times defined in this Service Level Agreement will receive the attention of senior management within the Contractor's organisation.

- (b) Where an Incident is not resolved within the relevant time period specified in the escalation matrix (the “Escalation Time”) the Client may escalate the Incident to the Contractor and Client personnel listed in the escalation matrix. The appropriate Contractor personnel shall take any and all action necessary within his/her level of responsibility to effect a full Resolution of the problem for the benefit of the Client as soon as possible.
- (c) The Escalation Time for all Incidents commences upon notification or detection of the Incident.

Priority	Escalation Time	Escalation Point	Update Frequency
1	8 hours	Senior Responsible officer in both the Client and the Contractor	every 1 hour
2	16 hours	Senior Responsible officer in both the Client and the Contractor	every 4 hours
3	1 week	Service Delivery Manager	every working day

7. REMEDIES

- (a) The provision of Support Service will be assessed on a Quarterly basis by reference to the Service Reports defined in clause KPIs below. At the end of each Quarter, in the event that any Incident(s) have not been resolved within the applicable Resolution Time, the Client shall be entitled to, and the Supplier shall provide to the Client, service credits in accordance with the following matrix up to a maximum aggregate amount of 20% of the purchase cost of the service in support:

Priority	Service Credits for Exceeding Resolution Time (for each Incident)
1	1 / 60 th of the annual cost of the service
2	1 / 60 th of the annual cost of the service

Service Credits will be accumulated for all Incidents exceeding the Resolution Time.

- (b) In the event that any service credits apply under the terms of this clause, the Supplier shall refund the Client the full amount of the aggregate service credits within 30 days of the date of the receipt of an invoice from the Client. Alternatively, and at its sole discretion, the Client shall be entitled to offset service credits against any future payments due under any other contract in place between the Client and the Supplier.
- (c) In the event that the aggregate service credits applied reaches 5/60th of the annual cost of the service in any consecutive period of two Quarters, then the Supplier shall provide to the Client a plan to remedy the underlying issues (the "Remedial Plan") within 7 calendar days of the end of such period.
- (d) In the event that the aggregate service credits applied in any 12 month period exceed 7 60th of the Annual Cost of the Support Service or in the event that all actions in the Remedial Plan have failed to address the underlying issue to the full satisfaction of the Client, in its sole discretion, this shall be deemed to be a material breach of this Agreement.

8. SERVICE REPORTS

- (a) Throughout the Term of this Agreement, the Contractor shall provide the Client with reports which shall be used to monitor performance of the Contractor under this Service Level Agreement on an ongoing basis. The Contractor shall propose appropriate KPIs for performance monitoring of at least each of the areas set out below (such as ITIL or equivalent metrics).

Area	KPI
Incident Management	Number of repeated Incidents
Incident Management	Number of Escalations
Incident Management	Number of Incidents
Incident Management	Incident Resolution Time
Incident Management	Resolution within SLA
Problem Management	Number of Problems
Problem Management	Number of unresolved Problem

Reporting formats will be agreed in advance with the Client. Key reports which shall be delivered by the Contractor shall include:

- (b) Quarterly activity and performance reports of all Incidents to be supplied to the Client no later than the 10th working day after the end of each quarter. The monthly reports shall include cover but not be limited to the following:
- (i) Resolution of Incidents, in accordance with the requirements set out in clause 4 above;
 - (ii) Availability of the Services for the reporting period based on an analysis of Incidents logged, unplanned Unavailability and planned Unavailability;
 - (iii) Performance of the Services for the reporting period in accordance with the KPIs, details of any critical Incidents or repetitive non-critical Incidents noted in the System;
 - (iv) Recommendations for any changes in the Services to support performance and availability;
 - (v) Incident, Problem, and Configuration Management activity for the period.
 - (vi) Continuous improvement and value add opportunities.
- (c) Monthly status reports reporting key information in a format to be approved by the Client, which should include performance of the services against the KPIs defined in the Operations Manual.