

Memorandum of Understanding

Concerning Levels of Service

between

The Higher Education Funding Councils for England, Scotland and Wales, the Learning and Skills Council, the Scottish Further Education Funding Council, the National Council for Education and Training for Wales and the Department for Employment and Learning

and

The JNT Association, trading as UKERNA

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1. Purpose

UKERNA will provide a set of computer networking and related services to the UK education and research community. The Higher Education Funding Councils for England, Scotland and Wales, the Learning and Skills Council, the Scottish Further Education Funding Council, the National Council for Education and Training for Wales and the Department for Employment and Learning (the Funding Bodies) will be represented by their Joint Information Systems Committee (JISC), operating through its sub-committee, the JISC Committee for Networking (JCN). The JISC Executive acts on a day-to-day basis to implement the policy established by the JISC.

The Higher Education Funding Council for England will make payments, on behalf of all the Funding Bodies, to UKERNA for the provision of the services set out in this Memorandum of Understanding. The performance of UKERNA against the performance indicators and service levels set out in this Memorandum of Understanding will be monitored by the JISC Monitoring Unit.

Annexes A - H of this Memorandum of Understanding define the services to be delivered by UKERNA, as follows:

Annex A Service Level Definitions

Annex B - D Budget and Operational Plan Reporting Framework

Annex E Change Control Procedures

Annex F - G Additional Reporting Requirements

Annex H Core Access Points

Annex I contains the list of referenced documents.

2. Definitions

In the remainder of this Memorandum of Understanding, "Community" refers to members of the UK education and research institutions which are eligible to receive UKERNA services under the terms of this Memorandum of Understanding. Those institutions, referred to as "eligible institutions", are listed in the standing document "Institutions sponsored by the JISC" (ref. Annex I.1) which is to be kept up to date by the JISC Monitoring Unit on behalf of the JISC Executive.

3. Services to be provided by UKERNA

The services to be provided by UKERNA are:

- a) a set of operational services which allow users at eligible institutions to communicate with each other and with users at sites outside the Community;
- b) a set of information services and support services which increase the effectiveness of the use of the basic operational services;
- c) a set of network security services which provide response to network security emergencies and provide information and advice on network security matters.

The Funding Bodies require a basic set of services to be provided to all eligible institutions. The Funding Bodies may also require that charges be applied for all or part of this basic set of services. Other services will be optional; that is to say, they will be offered by UKERNA at the request of the JISC, but will only be provided when eligible institutions explicitly request them. Such optional services may be separately chargeable.

The full set of services to be offered or provided by UKERNA is listed in Annex A.

4. Service Levels

Annex A sets out the Service Level Definitions for each of the service categories defined in Section 3 above. Each Service Level Definition is described in the following terms:

- Specification
- Performance Indicators and Service Levels

- Reporting.

UKERNA shall not be required to discharge its commitments under Annex A when any event or series of events beyond its reasonable control prevents it from providing the services defined in Annex A, provided that UKERNA promptly notifies the JISC Head of Services Management of:

- a) the estimated extent and duration of its inability to discharge its commitments;
- b) the resumption of the provision of the service.

If the event or series of events are such as to affect only part of its total commitments, then UKERNA shall continue to discharge those commitments that are not affected.

[Appropriate contact details for JISC staff shall be maintained at (ref. Annex I.2).]

UKERNA shall alert the JISC Head of Services Management and the JCN Secretary should UKERNA become aware of the likelihood that a supplier may be unable to complete its contractual commitments and shall work with them to prepare a contingency plan.

UKERNA shall maintain a Risk Register identifying the major risks to the JANET service and, as appropriate, the mitigation mechanisms adopted thereto. UKERNA shall review the Register at periodic intervals and take reasonable steps to mitigate the potential effects of the risks so identified.

5. Monitoring and Auditing of Services

The services shall be subject to monitoring, and to audit on the following basis:

- a) One of the purposes for which the JISC has established the JISC Monitoring Unit is to monitor the services defined in this Memorandum of Understanding. The JISC Monitoring Unit may appoint independent experts to assist it where necessary. From time to time it shall carry out a technical audit of one or more of the services defined in Annex A. The purposes of any such audit will be to assess the extent to which UKERNA has met the requirements specified for the service or services being audited and to suggest ways in which these services could be improved. Such audits will pay particular attention to the performance of UKERNA with respect to the listed indicators. The audits will also take account of the budget available for the provision of the services under review;
- b) The JISC may also request an audit of the methods and procedures used by UKERNA to measure the values of the service level parameters defined for the services. The purpose of the audit will be to confirm the accuracy of UKERNA's reports. Eligible institutions may ask the JISC Monitoring Unit to instigate an investigation in cases where they have *prima facie* evidence that the service levels are not being met. UKERNA shall receive at least 10 working days notice of any such audit;

c) Technical audits will normally be carried out no more frequently than once per year. The auditors shall have access to all reports described in Section 10 below, to any other relevant audit reports commissioned by UKERNA (subject to the agreement of those involved) and to any material provided by UKERNA to eligible institutions as part of UKERNA's service provision. UKERNA will allow the auditors to spend reasonable amounts of time interviewing UKERNA staff. UKERNA will be given the opportunity to make comments to the auditors on a draft of the auditors' report. These comments will be included in the auditors' final report, by way of management response to the audit recommendations. A copy of the auditors' final report shall be made available to UKERNA within one month of its presentation to the JISC;

d) The costs to the JISC Monitoring Unit of employing technical auditors and of expenses directly incurred by them shall be borne by the JISC.

6. Relationships between UKERNA and Eligible Institutions

All eligible institutions which receive UKERNA services shall have a formal agreement with UKERNA as a condition of service. Aspects of the agreement which are common to all institutions are documented in the "Terms for the Provision of the JANET Service" (ref. Annex I.3) issued by UKERNA.

UKERNA shall establish agreements with each institution individually, making their acceptance of the terms explicit and covering institution-specific details. UKERNA shall keep records, available to the JISC, of the institutions connected, and, for each institution, shall record in them:

- a) the optional services, if any, selected by the eligible institution;
- b) the financial payments, if any, to be made by the eligible institution, or by UKERNA;
- c) the contact points within the eligible institutions for dealing with fault reports and other communications;
- d) the other institutions, if any, supported by the eligible institution under the licensing procedures, and the responsibilities of the eligible institution for the services provided to those institutions.

An institution's entitlement to UKERNA services under this agreement shall cease immediately if as a result of a merger, or otherwise, an institution is no longer 'eligible'. If appropriate, and on request, UKERNA will continue to support pre-existing access link(s) (i.e. those links in place as at the date of the signing of this SLA) to Research Councils and institutions in the Higher Education sector for a period of up to three months following the formal date of merger. For the time being, UKERNA shall continue to support pre-existing link(s) to institutions in the Further Education sector for a period up to twelve months.

In general, UKERNA will not normally communicate with the end users of the UKERNA services, but with the central computing service (or equivalent organisational unit) in any eligible institution and with the JISC Regional Support Centres. Although UKERNA will take reasonable steps to deal with enquiries and demands from end users, such steps will normally take the form of referring the enquiry or demand to the most appropriate contact point (as defined in c) above) in the end user's or another eligible institution. Exceptions to the general rule are bookings for conference or meeting attendance and other such activities which, by their nature, involve individual end users.

If an institution does not discharge its obligations and provide the necessary information, UKERNA may be unable to provide the defined level of service. In this event UKERNA will alert the JISC Head of Services Management to any such failure on the part of an institution, and agree subsequent actions. In particular, serious breaches of the JANET Acceptable Use Policy (ref. Annex I.4) may lead to suspension of service.

7. Submission of a budget and an operational plan

The budget and the operational plan, taken together, provide a picture of the development of the service over the planning year and provide a monitoring framework for the subsequent operational year.

Annexes B - D cover the arrangements for preparation and monitoring of the budget and the operational plan.

8. Creation of new services

Any proposals to introduce new services will be agreed by the JCN before the services are incorporated into the scope of this agreement. This will enable appropriate policy decisions to be taken as to the requirement for and the prioritisation of the introduction of such services before resources are committed.

New services will normally be incorporated into this agreement as part of the budget/forward look process, although, exceptionally, they may be incorporated under the change control procedures. More speculative developments for which operational services cannot yet be planned will not normally be introduced in this way; the JISC has other programmes under which to manage such developments.

The case for the incorporation of a new service will include as a minimum:

- a) a financial plan indicating: service development costs; service set up costs; annual operating costs; savings or efficiency gains arising from the introduction of the service;
- b) an outline service definition with a preliminary indication of the expected scale and performance of the service; an indication of when definite text for inclusion in Annex A of this Memorandum of Understanding can be defined;

- c) a predicted date for availability of the service, and the level of confidence to be attached to this prediction;
- d) a plan for any commissioning and piloting necessary to establish the service;

9. Termination of Services

Any proposals to terminate services, and a timetable for effecting such termination, will be agreed by the JCN before the services are removed from the scope of this agreement, in order that appropriate policy decisions as to the implications are taken before the services are terminated. The users of the service will normally be consulted and the results of such consultation will be presented as part of the proposal to the JCN. To this end, on a case-by-case basis, UKERNA shall agree with the JISC a process for user consultation that takes account of the complexity of the service, the level of usage and the impact on the user community.

Services will normally be identified for termination as part of the budget/forward look process or the annual review process. Exceptionally, service termination may be considered under change control procedures.

10. Performance Reporting Procedure

UKERNA shall make available the following reports to the JISC Monitoring Unit at the times and the frequency indicated below.

For each of the services, the agreed information relating to the reporting items listed for that service in Annex A (using the formats defined in the document "Formats for performance reports to the JISC Monitoring Unit" (ref. Annex I.5)) shall be delivered according to the following schedules:

- a) by the eighth working day of the following month, for that reporting information that has been agreed shall be delivered each calendar month;
- b) by the eighth working day of the subsequent quarter, for that reporting information that has been agreed shall be delivered on a quarterly basis;
- c) within three months of the operational year end, a report of a quality and content suitable for general publication, including the principal activities and results of UKERNA in relation to the services listed in Annex A;
- d) as agreed between the JISC Head of Services Management and UKERNA on a case-by-case basis, other reports requested from time to time by the JISC Executive.

11. Charging Principles

Other services provided by UKERNA outwith this agreement shall not be subsidised from the funding streams associated with this agreement. Any UKERNA overhead

costs shall be clearly apportioned between JISC supported services and other services offered.

Where a charge is made for service defined within this agreement, UKERNA shall collect the agreed charges and report the receipts to the JISC, analysed in terms of the services provided.

12. Sub-Contracts

UKERNA remains responsible for ensuring that the services are provided to the eligible institutions with the agreed levels of quality, even if it chooses to sub-contract for the provision of some or all of the services covered by this Memorandum of Understanding.

13. Annual Review

The JISC Head of Services Management, the JISC Monitoring Unit, UKERNA and representatives of the Regional Network Operators shall review annually the list of services given in Annex A, starting six months before the end of the operational year. Prior to this, starting eight months before the end of the operational year, the JISC Services Management Group shall consult with representative groups of the user community in order to ascertain user feedback on the list of services. The JCN shall be kept informed throughout the review process.

At least two months before the expiry of the existing Memorandum of Understanding, a new Memorandum of Understanding for the subsequent operational year shall be signed between UKERNA and the JISC.

Where the annual review makes significant changes to the set of services or to the service levels, a date during the following operational year on which these changes will come into effect shall be specified.

14. Change Control Procedures

The definition of the services to be provided, and of the schedules, priorities and financial bases for them are normally established during the annual cycle of budget and operational plan approvals. Minor details of these approvals may, through force of circumstance, need to be varied on a shorter timescale.

Changes to the service level definitions may be proposed by the JISC, the JISC Monitoring Unit or UKERNA and will be agreed between the JISC Monitoring Unit and UKERNA, then submitted to the JISC Head of Services Management for approval. The JISC or its advisory committees, shall be consulted, as appropriate, to obtain support for more significant changes.

A register of agreed changes will be maintained by the JISC Monitoring Unit.

Changes agreed during an operational year will be incorporated into the service level definitions for the subsequent year. If they are not, the agreed changes will be deemed to have lapsed.

The Change Control procedures detailed in Annex E shall apply.