

Memorandum of Understanding

Concerning Provision of Services

between

The Joint Information Systems Committee

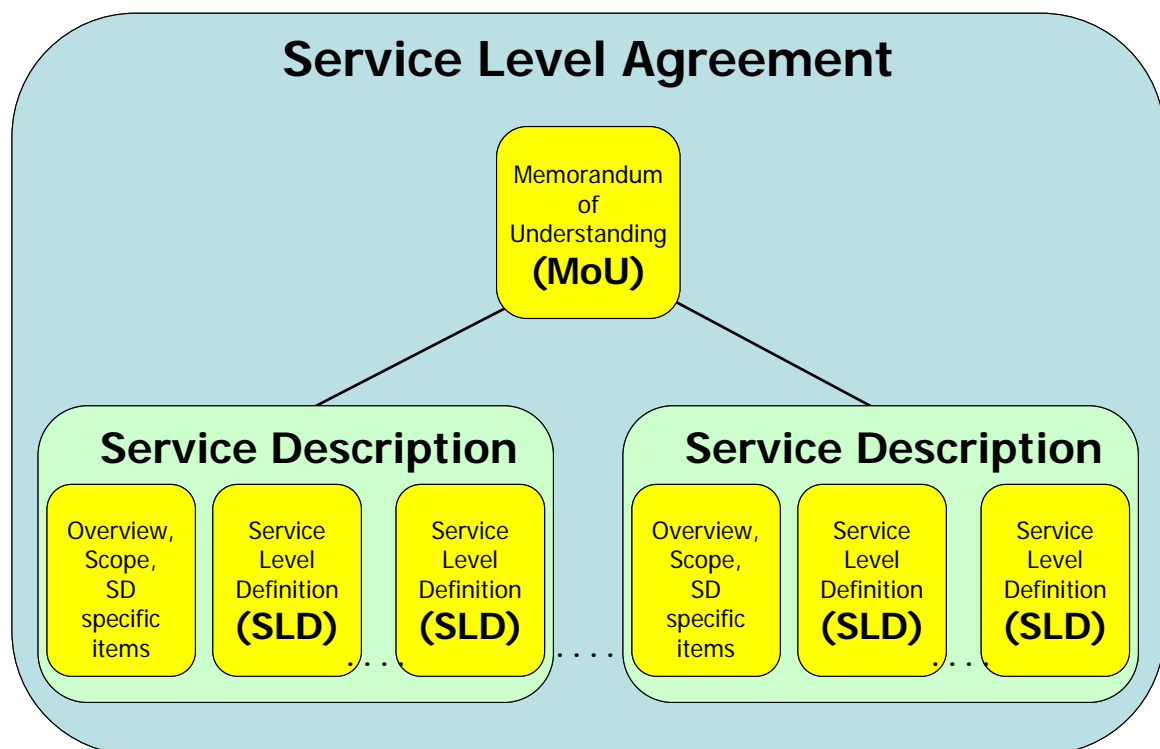
and

The JNT Association

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The Service Level Agreement components.

1 Definitions

Funding Agreement	The agreement between the Higher Education Funding Council for England and JANET(UK).
HEFCE	The Higher Education Funding Council for England.
JANET(UK)	The trading name of The JNT Association Ltd that provides the Services as specified in the Service Level Agreement.
JISC	The Joint Information Systems Committee that represents the interests of those providing the funding for the Services.
Monitoring Unit	The organisation contracted by JISC to monitor its network infrastructure and network content services.
MoU	The Memorandum of Understanding that defines the contractual arrangements between JISC and JANET(UK).
Performance Reporting Format	The document that defines the format to be used for performance reports to the Monitoring Unit; held by the Monitoring Unit and as agreed between JANET(UK) and the Monitoring Unit.
Service Description	The description of a collection of Services with a common scope. A Service Description comprises a collection of Service Level Definitions.
Service Level Agreement (SLA)	The collective term for the Memorandum of Understanding and the Service Descriptions.
Service Level Definition	The definition of the standard to which a particular Service is to be provided.
Service	Any service to be provided by JANET(UK) as agreed between JANET(UK) and JISC and defined in the Service Level Agreement.
Working Day	Monday to Friday excluding: Christmas Day Good Friday Boxing Day First Monday in May New Year's Day Last Monday in May Additionally the substitute days that are appointed in lieu by Royal Proclamation when any of the above days fall on a Saturday or Sunday.

2 Purpose

JANET(UK) is responsible for the provision and oversight of the networking programme of the education, learning and research communities in the United Kingdom, for researching, developing and providing advanced electronic communication facilities for use within these communities, and for facilitating the electronic connectivity of these communities to external third parties.

JISC will act on behalf of those funding the Services. The JISC Executive acts on a day-to-day basis to implement the policy established by JISC.

Through the Funding Agreement, HEFCE will make grant payments to JANET(UK) to enable it to meet expenditure in connection with the Service Level Agreement.

3 Term

This MoU will remain in force until the 31 July in the third year following the date it is signed. At least six months before the expiry of the existing MoU, JISC and JANET(UK) will review it and a new MoU for the subsequent three years will be signed.

4 Services to be provided by JANET(UK)

The Services to be provided by JANET(UK) under the terms of the Service Level Agreement are defined in the associated Service Descriptions.

JANET(UK) will not be required to discharge its commitments under the Service Level Agreement when any event or series of events beyond its reasonable control prevents it from providing the Services, provided that JANET(UK) promptly notifies JISC 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 JANET(UK) will continue to discharge those commitments that are not affected.

JANET(UK) remains responsible for ensuring that the Services are provided to the agreed levels of quality, even if it chooses to sub-contract for the provision of some or all of the Services.

JANET(UK) will alert JISC if it becomes aware that there is a serious risk to Service continuity and will work with JISC to prepare a contingency plan if appropriate.

5 Continuous Improvement and Reporting

JISC and JANET(UK) will work together collaboratively to identify ways in which the Services may be improved. Performance reporting will be used to help in this process. JANET(UK) will treat any incident leading to interrupted or degraded service as an opportunity to determine the most appropriate action to prevent future occurrences of the problem.

The performance of JANET(UK) against the service levels set out in the Service Descriptions will be monitored by the Monitoring Unit. JANET(UK) will make available the following reports to the Monitoring Unit at the times and the frequency indicated below.

For each of the Services, the information required by the reporting items listed for that Service will be delivered using the formats defined in the Performance Reporting Format according to the following schedules:

- a) by the eighth Working Day of the following month, for that reporting information that has been agreed will be delivered each calendar month;
- b) by the eighth Working Day of the subsequent quarter, for that reporting information that has been agreed will 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 JANET(UK) in relation to the Services; and
- d) as agreed between JISC and JANET(UK) on a case-by-case basis, other reports requested from time to time by JISC.

6 Monitoring and Auditing of Services

The Services will be subject to monitoring and to audit on the following basis:

- a) From time to time the Monitoring Unit may carry out a technical audit of one or more of the Services. The purposes of any such audit will be to assess the extent to which JANET(UK) 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 JANET(UK) with respect to the listed indicators. The audits will also take account of the budget available for the provision of the Services under review. The Monitoring Unit may appoint independent experts to assist it where necessary.

Technical audits will normally be carried out no more frequently than once per year. The auditors will have access to all reports described in section 5 of this MoU, to any other relevant audit reports commissioned by JANET(UK) (subject to the agreement of those involved) and to any material provided by JANET(UK) to organisations as part of JANET(UK)'s service provision. JANET(UK) will allow the auditors to spend reasonable amounts of time interviewing JANET(UK) staff. JANET(UK) 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 will be made available to JANET(UK) within one month of its presentation to JISC.

- b) JISC may also request an audit of the methods and procedures used by JANET(UK) 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 JANET(UK)'s reports. JANET(UK) will receive at least 10 Working Days' notice of any such audit.
- c) The costs of employing technical auditors and of expenses directly incurred by them will be borne by JISC.

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 Services over the planning year and provide a monitoring framework for the subsequent operational year.

The arrangements for preparation and monitoring of the budget and the operational plan are covered in the Funding Agreement.

8 Creation of new Services

Any proposals to introduce new Services will be agreed by JISC before the Services are incorporated into the scope of the Service Level 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. The introduction of a new Service may require the creation of a new Service Description and Service Level Definition.

New Services will normally be introduced into the Service Level Agreement as part of the budget/forward look process or under the change control procedures. More speculative developments for which operational services cannot yet be planned will not normally be introduced in this way; 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: set-up costs; annual operating costs; savings or efficiency gains arising from the introduction of the Service;
- b) a project plan for establishing the Service;
- c) an outline Service Level Definition with a preliminary indication of the expected scale and performance of the service and an indication of when definite text for inclusion in the Service Level Definition can be defined; and
- d) a predicted date for availability of the Service, and the level of confidence to be attached to this prediction.

9 Termination of Services

Any proposal to terminate a Service, and a timetable for effecting such termination, will be agreed by JISC before the Service is removed from the scope of the Service Level Agreement, in order that appropriate policy decisions as to the implications are taken before the Service is terminated. JANET(UK) will consult the users of the Service and will agree with 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 Charging Principles

Services provided by JANET(UK) outwith the Service Level Agreement will not be subsidised from the funding streams associated with the Service Level Agreement unless otherwise agreed. Any overhead costs of JANET(UK) will be clearly apportioned between JISC-supported Services and other services offered.

Where a charge is made for a Service, JANET(UK) will collect the agreed charges and report the receipts to JISC, analysed in terms of the Services provided.

11 Annual Review

JISC and JANET(UK) (together with such advisers as each party may reasonably require) will review annually the Services, starting at least six months before the end of the operational year.

JISC and JANET(UK) will aim to agree any changes to the Services and sign the new Service Descriptions at least two months before the expiry of the existing Service Descriptions.

12 Change Control Procedures for Service Descriptions

Changes to the Service Descriptions may be proposed by JISC, the Monitoring Unit or JANET(UK) and will be agreed between JISC and JANET(UK). JISC or its advisory committees will be consulted, as appropriate, to obtain support for more significant changes.

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

Changes agreed during an operational year will be incorporated into the Service Descriptions for the subsequent year.

The Change Control procedures detailed in Annex A: Change Control Procedures will apply.

ACCEPTED on behalf of
JANET(UK) by:

ACCEPTED on behalf of JISC by:

Position: _____

Position: _____

Date _____

Date: _____

Annex A: Change Control Procedures

A.1 Principles

Note: Organisation name changes will not be dealt with through the Change Control Procedures. The changes will be dealt with by an exchange of e-mail between JANET(UK) and the Monitoring Unit.

- i. Where JISC or JANET(UK) see a need to change the Services JISC may at any time request, and JANET(UK) may at any time recommend, such a change only in accordance with the Change Control Procedures as set out at in this annex.
- ii. Neither JISC nor JANET(UK) will unreasonably withhold its agreement to any change.
- iii. Until such time as a change is made in accordance with the Change Control Procedure, JANET(UK) will, unless otherwise agreed in writing, continue to supply the Services as if the request or recommendation had not been made.
- iv. Any discussions which may take place between JISC and JANET(UK) in connection with a request or recommendation before the authorisation of a resultant change to the Services will be without prejudice to the rights of either party.
- v. Any work undertaken by JANET(UK), its sub-contractors or agents, which has not been authorised in advance by a change to the Services and which has not been otherwise agreed JISC and JANET(UK) will be undertaken entirely at the expense and liability of JANET(UK).
- vi. In general, the Monitoring Unit will act on behalf of JISC in the conduct of the Procedures.

A.2 Procedures

The Monitoring Unit will create and follow suitable procedures for the administration of Change Control for the SLA within JISC.

Within JANET(UK), the process for the administration of Change Control for the Service Level Agreement will be defined in the JANET(UK) quality system.

Usually, proposals for Change Control will be discussed informally between the JISC Services Group, or the Monitoring Unit, and JANET(UK) before proceeding with the formal procedure. In the event that agreement cannot readily be reached, then the parties involved will undertake to seek wider consultation and reconvene within a reasonable period, aiming to achieve a negotiated outcome.

The originator of a request for Change Control, whether acting on behalf of JISC or JANET(UK), will arrange for completion of Parts 1 and 2 of the form given in this annex.

The originator of the form will obtain a reference number for the proposal from the Change Control Administrator at JANET(UK).

The originator will then forward the completed form to the Monitoring Unit, who will endeavour to obtain formal acceptance of the proposal from both JISC and JANET(UK).

When formal acceptance has been obtained from both parties, the Monitoring Unit will update the register of changes agreed by Change Control and will make any necessary amendments to the published Service Level Agreement.

A.3 Change Control Request

JISC/JANET(UK) SLA Change Control Request

Sequential number (to be inserted by JANET(UK) Change Control Administrator)	FI/SLA/Amend/
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Part 1 - to be completed by JISC or JANET(UK)

Title of change	
Service Description and Service Level Definition reference	
Originator	
Date of this request or recommendation	
Reason for change	
Full details of change (detail on a separate sheet if necessary)	
Timetable for implementation and, if appropriate, criteria for acceptance (detail on separate sheet if necessary)	

Part 2(a) - to be completed by JANET(UK) if request is to be rejected

Reason for rejection of request for change (detail on separate sheet if necessary)	
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Part 2(b) - to be completed by JANET(UK) if request is to be pursued

Costs (ex VAT), in current financial year, of completing the change	
Anticipated costs (ex VAT), in subsequent financial years, of maintaining the change	
Schedule of payments, if appropriate	
Proposed effective date for the change, if accepted	
Impact, if any, on other aspects of the services	
Date of expiry of validity of this information	

Name of implementing division:

GENERAL ANNOUNCEMENT

Implementation advertised via JANET(UK)'s newsletter and JISC Assist if applicable:

YES:

NO:

Part 3 – Signatures

APPROVED on behalf of JISC Services

Signed		Position	
Date			

ACCEPTED on behalf of JANET(UK)

Signed		Position	
Date			

ACCEPTED on behalf of JISC

Signed		Position	
Date			