

# **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 Council for Education and Training for Wales and the Department for Employment and Learning**

**and**

**the University of Lancaster**

**1<sup>st</sup> August 2002 – 31<sup>st</sup> July 2003**

**Accepted by the University of Lancaster**

**Signed:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Accepted by the JISC on behalf of The Higher Education Funding Councils for England, Scotland and Wales and the Department of Education for Northern Ireland**

**Signed:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Contents

1.	Purpose.....	5
2.	Definitions .....	5
3.	Services to be provided by UKMS .....	5
4.	Service Levels .....	5
5.	Monitoring and Auditing of Services .....	5
6.	Relationships between UKMS and Client Institutions .....	6
7.	Submission of a Budget.....	6
8.	Creation of New Services .....	6
9.	Reporting .....	6
10.	Charging Principles.....	7
11.	Sub-Contracting.....	7
12.	Annual Review.....	7
13.	Change Control.....	7
14.	Grievance Procedure.....	8
Annex A UK Mirror Service Service Level Definitions.....		9
A1	Mirror Services.....	14
A2	Infrastructure Services.....	18
Annex A Schedule 1.....		21
Annex B Format for the Annual Budget and Strategic Plan.....		23
Annex C Change Control Procedures.....		25



## **1. Purpose**

The University of Lancaster acting through the UK Mirror Service (UKMS) will provide mirroring services to the UK research and education community. The Higher Education Funding Councils for England, Scotland and Wales, the Learning and Skills Council, the Scottish Further Education Funding Council, the 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) and its Committee for Content Services (JCCS). The JISC Secretariat acts on a day-to-day basis to interpret the policy established by the JISC. The relevant Higher Education Funding Body will make payments, on behalf of all the Funding Bodies, to UKMS in order to have such services provided. The levels of service provided will be monitored by the Monitoring Unit of the Joint Information Systems Committee (MU).

## **2. Definitions**

Eligible Institutions: UK research and higher and further education institutions which are eligible to receive electronic information services under the terms of this Memorandum of Understanding. Those institutions are listed in the standing document "Institutions sponsored by the JISC", which is to be kept up to date by the JISC Secretariat.

Community: Members of the eligible institutions

Service Year: 1 August - 31 July

Financial Year: 1 August - 31 July

## **3. Services to be provided by UKMS**

The full set of services to be offered by UKMS under this agreement is listed in Annex A

## **4. Service Levels**

This document is a Memorandum of Understanding, covering a number of service categories, each of which is defined in a separate sub clause in Annex A. For each of the services specified in Annex A, a parameter or set of parameters which gives a measure of the quality of the service is also specified. The target values (or sets of values) for these parameters represent the Service Level which UKMS commits to provide.

UKMS shall not be required to honour these commitments in case of Force Majeure.

## **5. Monitoring and Auditing of Services**

The services shall be subject to monitoring and to occasional auditing on the following basis:

**5.1** One of the purposes for which the JISC has established the MU is to monitor the service level definitions. The MU may be assisted, where necessary, by the appointment of independent experts. From time to time the MU shall carry out an 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 UKMS has met the specification 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 UKMS with respect to the listed indicators. The audits will also take account of the budget available.

**5.2** The JISC may also request an audit of the methods and procedures used by UKMS 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 UKMS's reports on the extent to which it has achieved the required levels of service. Client institutions may ask the MU to instigate an investigation in cases where they have prima facie evidence that the service levels are not being met.

**5.3** Audits will normally be carried out no more frequently than once per year. At least 10 working days notice shall be given of any such audit. The auditors shall have access to all reports described in section 9 below and to any material provided by UKMS to client institutions as part of UKMS's service provision. UKMS will allow the auditors to spend reasonable amounts of time interviewing UKMS staff. UKMS will be given the opportunity to make comments to the auditor on a draft of the auditor's report. A copy of the auditor's final report shall be made available to UKMS within one month of its presentation to the JISC.

**5.4** The costs of the MU, of employing auditors and of expenses directly incurred by them shall be borne by the JISC.

## **6. Relationships between UKMS and Client Institutions**

UKMS provides libraries of freely available electronic information, mirrored from source sites worldwide, for network access and distribution for eligible institutions. The libraries will include:

- software for all widely available operating systems and platforms
- databases of textual and numeric data
- audio visual material
- static and moving picture graphics
- web page based information

## **7. Submission of a Budget**

UKMS shall draw up and submit a draft budget and a rolling three year strategy plan eleven months before the end of the previous financial year using the format in Annex B. The draft budget shall be drawn up to cover the activities under this service level agreement. The strategy plan shall address issues concerned with maintaining the investment already made in service provision, maintaining service provision in step with predicted usage, and identifying any major capital funding that may be required.

Some of the forward planning details may, at this stage, be provisional.

Following approval in principle by the JISC, the JISC Secretariat, with advice from the MU, shall negotiate the final budget details with UKMS. This process shall be completed not less than three months before the budget and plan come into effect.

## **8. Creation of New Services**

New services and service extensions will be introduced as part of the budget/forward look process, or under the Change Control Procedure. New or revised service level definitions will be drawn up in advance of the new services being introduced.

## **9. Reporting**

UKMS will provide copies suitable for reproduction of the following reports to the MU at the times and the frequency indicated:

- for each of the Services, the agreed information relating to the items listed under 'Reporting' for that service in Annex A. The formats defined in the document "Formats for performance reports to the MU" will be used. This information, unless otherwise stated under 'Reporting' will be delivered quarterly, by the tenth working day of the following quarter.
- financial accounts, showing:
  - a summary of income and expenditure incurred in providing and supporting the services listed in Annex A, using the same financial heads as those used for the Annual Budget; these will be delivered annually, by the end of the month following the end of year.

- a summary of income and expenditure certified by the institution's internal or external audit procedures; these will be delivered annually by 31 December following the end of financial year.
- where applicable, a summary of subscription income received, by subscription category; these will be delivered at six monthly intervals, during September for the period 1 February to 31 July, and during March for the period 1 August to 31 January.
- a report, of a quality and content suitable for general publication, including the principal activities and results of UKMS in relation to the services listed in Annex A; the report will be produced each year, covering the year ending on 31st July; the report shall be delivered within fifty working days of the end of the period covered.

## **10. Charging Principles**

Other services provided by UKMS outwith this agreement shall not be subsidised by the funding associated with this agreement. Any overhead or coordination costs shall be clearly apportioned between JISC supported services and other services offered.

Where subscription charges are made for services defined within this agreement, CHEST or another nominated collection agency shall collect charges and report the receipts to the JISC.

Where other charges are made for services defined within this agreement, UKMS shall collect the defined charges and report the receipts to the JISC classified in terms of services provided.

## **11. Sub-Contracting**

UKMS remains responsible for ensuring that the services are provided to the eligible institutions at the agreed service levels, even if it were to choose to sub-contract for the provision of some or all of the services covered by this Memorandum of Understanding.

## **12. Annual Review**

The MU and UKMS shall review annually the list of services given in Annex A, starting six months before the end of the service year, and shall submit revisions to the JISC for their approval. Any revisions required to Annex A, subsequent to this review, shall be mutually agreed by the MU and UKMS at least two months before the start of the service year.

Where revisions make significant changes to the set of services or to the service levels, a date during the following twelve months whereon these changes will come into effect will be specified.

The JISC will endeavour to provide two years notice of any changes which would have a significant effect on the level of funding.

## **13. Change Control**

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 strategy plan approvals. Minor details of these approvals may, through force of circumstance, need to be varied on a shorter timescale. In such cases, the change procedures detailed in Annex C shall apply in the following circumstances:

### **13.1 Changes to the service level agreement**

A register of changes will be held by the MU; items for inclusion in it are to be agreed between MU and UKMS, and submitted to the JISC Secretariat for approval. The JISC Secretariat will consult the JISC or its advisory committees as

appropriate for more significant changes.

**13.2** Changes to the financial approvals and payment schedules.

The JISC Secretariat shall communicate release of funds to UKMS on the basis of the agreed budget. UKMS may submit proposal for changes to the agreed budget to the MU for endorsement and subsequent submission to the JISC Secretariat.

**14. Grievance Procedure**

In the unlikely event that there is a grievance between UKMS and another JISC supported service provider, and all reasonable steps to resolve the grievance have been taken by the parties involved, then UKMS should refer the issue, in writing, to the Chairman of the JISC.