

SERVICE LEVEL AGREEMENT

People First BACS Service



Document Control

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1. Introduction

Purpose

This Service Level Agreement defines the Services provided and managed by the Company to the Customer.

Objective of the service

The objective is to deliver a timely, accurate and complete service to the Customer as per the agreed details below. Any items not specifically discussed in this document are excluded and would need to be scoped, costed, and agreed separately.

The Service Level Agreement defines the service and the service level with the objective of:

- Clearly defining roles and responsibilities
- Ensuring services are clearly understood
- Defining effective communication channels
- Documenting problem resolution and escalation processes
- Defining software service availability

Instructions

The services to be delivered by the Customer's obligations and the Company obligations are denoted by the symbol " \checkmark " within the tables of this document.

Overview of provision

SERVICES	Section	Provided
BACS Services	5.1	✓
System Administration	5.2	✓
Processing Schedules	5.3	✓
Service Level Objectives	5.4	✓
Exit Management	7	\checkmark

2. Data Management – Managed Services

Data Ownership Policy

The purpose of the Company's Data Ownership Policy is to provide guidelines for the Company's Payroll Team. This policy describes the roles and responsibilities of the individuals charged with the handling, processing and maintenance of this information as part of the



Managed Service being provided by the Company.

Policy

It is the policy of the Company that data and information will be made available to the Payroll Team to perform the necessary payroll processing required by their position to provide Managed Services in line with the Contract between the Company and the Customer. The payroll data for the pay period will be available as necessary and relevant as determined by appropriate authorisation of both the employee and the Data Controller. The Data Owner may be the owner of the entire data set or a segment of the data.

- The Customer is the data 'Controller' and the Company is the data 'Processor'.
- Third Party Services, e.g. payslip printing services, is the data 'Sub-Processor'.

It is the responsibility of the Customer to ensure that the Company employees are not set up as contacts (PSCs/ ACs) on client owned Service User Numbers.

Scope

This policy covers data entered by the Customer into the payroll system for the purposes of payroll processing by the Company's Payroll Team. It is not intended to cover information on individual customer desktops, laptops or mobile devices nor information held within other Customer applications.

It is the responsibility of the Customer to supply all related data via the secure method supplied by the Company for every payroll processing period. It is also the Customers responsibility to supply the data to the Company's Payroll Team in the pertinent data conversion template provided to them, in the exact field order, for the purposes of payroll processing.

Revocation of data access

End of Affiliation: All Data Access will end when the Customer's affiliation with MHR ends for any reason.

It is the Customer's responsibility to de register MHR as their BACS Bureau.

3. BACS

BACS Services

Payments to be made via BACS are detailed in the Payroll Service Requirement form during service implementation. These payments will be made on the dates shown. If this is a non-working day, then the pay date will be amended in line with the agreed Customer schedule. These dates may also be varied by mutual consent of both the Customer and Company and by dates nominated by BACS as non-processing days.

BACS PROCESS	Company	Customer	N/A
Run the BACS file and report creation process for payments as defined in the Payroll Service Requirement form		\checkmark	
Run BACS Process Log, check and take appropriate action if required.		\checkmark	
Transfer BACS files to Company for transmission in		\checkmark	



BACS PROCESS	Company	Customer	N/A
accordance with The Schedule.			
Supply and maintain a list of authorised signatories.		~	
Transmit the BACS file.	✓		
Maintain appropriate limits with BACS to ensure control over payments being made.		~	
Process any non-BACS payments for employees or third parties.		~	
Ensure sufficient funds are available in the source bank account to fund the BACS transmission. The funding of the BACS payments will be through the Customer's nominated bank account. The Company will not, under any circumstances, be liable for funding the payment or any other costs incurred as a result of the subsequent late availability of funds.		~	
Ensure the Bank holding the source account has given the appropriate permissions for the Company to transmit BACS files on the Customer's behalf.		~	
Inform Company of any changes to the source bank account or BACS user number.		~	
Recall complete BACS transmissions		~	
 For the timely collection and verification of the following BACS reports: BACS Input Report Automated return of unapplied credits service report. Advice of wrong account for automated credits service report. 		~	

BACS TIMETABLE		
Day 1	BACS Submission day	
Day 3	BACS Processing day	
Day 4	Payments reach accounts	

Each of the days indicated must be nominated by BACS as a day on which processing may occur. These are normally Monday to Friday taking into account English Bank Holidays. The Company schedules BACS transmissions on the day before the submission day. This allows both Customer and Company contingency time in the event of difficulties.



The Company will not accept responsibility regardless of circumstances for late payments where the Customer stipulates transmissions must on a regular basis happen on transmission day.

4. System Administration

SYSTEM ADMINISTRATION	Company	Customer	N/A
Create new user accounts		\checkmark	
Define user and security profiles		~	
Create and maintain user and security profiles		~	
Release users whose user profile has been locked		~	
Make users inactive		~	
Re-set passwords		\checkmark	

5. Processing Schedules

Below is the Company's standard monthly payroll schedule for BACS only customer. This schedule will be utilised during processing of the BACS payment(s). The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P).

If the customer requires additional payroll checking time over and above the standard detailed below the payroll cut off will be brought forward.

The scheduled BACS transmission date will be brought forward by public holidays and peaks of activity if required.

Activity	P -	Timing
Sign off BACS and payroll	P – 3	14.00
Transmit authorised BACS	P – 3	17.00
Service available for input	P + 0	12.30

Below is the Company's standard weekly payroll schedule for BACS only customer. This schedule will be utilised during processing of the BACS payment(s). The timings refer to the number of Working Days prior to (and excluding) the employee payment date (P).

The scheduled BACS transmission date will be brought forward by public holidays and peaks of activity if required.

Activity – Weekly Schedule	P -	Timing
Transmit authorised BACS	P – 2	15.00

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Activity – Weekly Schedule	P -	Timing
Service available for input	P + 0	12.30

If the Customer fails to meet any of the above timescales for which they have actions, then the resulting additional pressure on the Service may result in late payment and/or incomplete payment on the payroll(s) concerned. This will not constitute a service failure on the part of the Company, providing the Company can demonstrate all reasonable endeavours were made to still make timely payment.

In an exceptional circumstance the company retains the right to submit a payment file to the BACS clearing, in the event that the Customer fails to authorise the submission of that payment file, despite repeated attempts to contact the Customer.

Service Level Objectives

Activity	Achievement Target	Comments
Achieve BACS deadlines to schedule	100%	

Managed Service Support Hours

The Payroll Team will deal with Managed Service operational and schedule enquiries. The Payroll Team will be contactable between the following hours excluding weekends and English bank and public holidays.

6. Exit Management

Exit Management Responsibilities	Company	Customer
Prepare a transition schedule detailing timescales, requirements and milestones to achieve the transfer of Customer data.		~
Agree transition schedule.	\checkmark	\checkmark
Provide specification of requirements for the data to be transferred.		~
Agree specification of requirements.	~	
Provide Customer data in line with the transition plan and specification of requirements. (Depending on the complexity of the requirement this may be a chargeable activity). As standard data will be provided as an oracle database.	\checkmark	



Exit Management Responsibilities	Company	Customer
For requests for other data formats the Company will make a charge for the provision of this data. The charge will be based on the number of day's effort required and the Company prevailing rates at that point in time.		~
At all times up to the termination of the relationship the customer will be able to perform their own data extracts to provision and enable the move to a different provider.		

7. Escalation Contacts

The following table lists the names, titles, telephone numbers and email addresses of the Company contacts:

Name/ title /email address	Telephone	Responsibilities
Head of Service Management	0115 945 6000	Escalation point for significant Payroll service issues
Managed Services Director	0115 945 6000	Escalation point for significant Payroll service issues

8. Glossary of Terms

Expression	Meaning
BACS	Bankers Automated Clearing Service – usual method of payment;
Company	MHR International UK Limited as the licensor of the given software products and services. The term Company may be read as "Supplier", "Licensor", "Seller", or any other term defined in an agreement to denote MHR International UK Limited as the software provider.



Expression	Meaning
Customer	The organisation identified on an Order Document or any other contractual document for the provision of software and services between the parties. The term Customer may be read as "Buyer", "Authority", "Council", "Licensee", or any other term defined in an agreement to denote the organisation as the recipient of any software or services.
Processing Schedule	The operational schedule detailing critical times and dates for the delivery of the Service;
RTI	Real Time Information – Communications sent to the HMRC on a periodic basis. This replaces the previous requirements for a P14 & P35;