

THIS AGREEMENT is made the <

BETWEEN:

- (1) <<Name of Helpdesk>> ("1 Company") and
- (2) <<Name of Department>>

WHEREAS:

- (1) The Helpdesk provides reasonable skill, knowledge
- (2) The Department requires the
- (3) The Helpdesk shall provide accordance with, the terms

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Agreement Review"

"Business Day"

"Business Hours"

"Data Protection Legislation"

"Department Representative"



nsert month>>, <<insert year>>

within <<Company Name>> ("the

ting within <<Company Name>>

rt>> support services and has rience in that field.

the Department subject to, and in preement.

therwise requires, the following

Agreement which will be ce with Clause 6 at the intervals

han Saturday or Sunday) on re open for their full range of nsert location>>;

rs of the Helpdesk which shall be n to 6pm, Monday to Friday>>;

gislation in force from time to time applicable to data protection and ot limited to, the UK GDPR (the n of the General Data Protection 679), as it forms part of the law of cotland, and Northern Ireland by e European Union (Withdrawal) tection Act 2018 (and regulations the Privacy and Electronic lations 2003 as amended;

and position>> who shall be with the Helpdesk Representative use 6, or such other person who om time to time nominate;



"Commencement Date"

"Confidential Information"

"Issue Level"

"Performance Report"

"Response Time"

"Service Levels"

"Helpdesk Representative"

"Helpdesk Performance Representative"

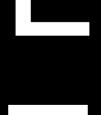
"Support Request"

"Support Services"

"Term"

1.2 Unless the context







and position>> who shall be hitoring of the provision of the cordance with the Service Levels h other person who the ime to time nominate;

ch this Agreement comes into e 2;

ther Party, information which is by the other Party pursuant to or Agreement or otherwise (whether y other medium, and whether or xpressly stated to be confidential terpreted as such);

el of a Support Request as

g the performance of the Support he Service Levels, prepared in ovisions of Clause 7 and

which the Helpdesk must respond s set out in Clause 7;

Is to which the Helpdesk's ng the Support Services must hedule 2 and Clause 7 and shall compliance with the Issue Levels ponse Times set out in Clause 7;

and position>> who shall be with the Department rdance with Clause 6, or such lelpdesk may from time to time

and position>> who shall be hitoring of the provision of the cordance with the Service Levels h other person who the Helpdesk hominate;

apport Services submitted by the desk by means of <<insert ephone, support ticket etc.>>;

e of support>> support services to odesk to the Department as set hedule 1; and

Agreement as set out in Clause 2.

reference in this Agreement to:

- 1.2.1 "writing", an communicat similar mear
- 1.2.2 a statute or provision as
- 1.2.3 "this Agreer Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than t
- 1.2.6 a "Party" or t
- 1.3 The headings used no effect upon the it
- 1.4 Words imparting the

2. Term of Agreement

- 2.1 This Agreement wil Commencement D <<insert period>> fr
- 2.2 Subject to the Agr Agreement shall be shall thereafter be c

3. Helpdesk Obligations

- 3.1 The Helpdesk sha accordance with the with the required Se
- 3.2 The Helpdesk sha reasonable and tir Agreement.
- 3.3 The Helpdesk shall in connection with Department may, fr the provision of the
- 3.4 The Helpdesk sha informed of any sport requirements) appli extent necessary a promptly take steps not otherwise alter under sub-Clause 6

4. **Department Obligations**

4.1 The Department connection with th



ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time;

ement; and

e to a Clause of this Agreement raph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

Commencement Date of <<insert e in force for an initial Term of he provisions of Clauses 6 and 9.

ns of Clause 6, the Term of this riods of <<insert period>> (which m).

Services to the Department in and Schedule 1 and in accordance ause 7 and Schedule 2.

ns under this Agreement in a ance with the provisions of this

with such information and advice and the provision thereof as the bly require both before and during

avours to keep the Department ding, but not limited to, legislative of the Support Services. To the pdesk and the Department shall requirements. These steps shall way, subject to each Party's right o review such changes.

desk with such information in d the provision thereof as the Helpdesk may, fror the provision of the for any failure to results from the Dep

- 4.2 The Department s reasonable and tir Agreement.
- 4.3 The Department sh issued by the Help shall not be responpart thereof which instructions.
- 4.4 The Department s informed of any spore requirements) appli extent necessary ar under sub-Clause requirements. The way, subject to eac to review such char

5. **Provision of the Support**

- 5.1 The Helpdesk sha accordance with the Schedule 1 and the
- 5.2 [The Helpdesk sh Schedule 1, during the Parties.]

OR

[The Helpdesk sh Schedule 1, during basis (for Issue Lev in Schedule 1. Su unless otherwise ac

- 5.3 The Helpdesk sha statutes, regulation rules relevant to the
- 5.4 The Helpdesk shall which it provides th the productivity of th
- 5.5 In the event that th conditions of this A required Service Le the provision of the
 - 5.5.1 the Departm Helpdesk to



ly require both before and during Helpdesk shall not be responsible rvices or any part thereof which de such information.

ions under this Agreement in a ance with the provisions of this

h any and reasonable instructions Support Services. The Helpdesk ovide the Support Services or any ment's failure to follow any such

deavours to keep the Helpdesk ding, but not limited to, legislative of the Support Services. To the lesk and the Department shall (as teps to comply with any such wise alter this Agreement in any o-Clause 6.4 to request a meeting

Services to the Department in this Agreement, the provisions of ied in Clause 7 and Schedule 2.

t Services only as specified in ss otherwise agreed in writing by

t Services only as specified in d on an emergency out of hours e.g. 1 and 2>> only) as specified be provided on any other basis rties.]

nsuring that it complies with all codes of conduct and any other Services.

care to ensure that the manner in s not have any adverse effect on

y breach of any of the terms and ovide the Support Services to the er breach which adversely affects sions will apply:

tice to the Helpdesk requiring the

5.5.2 if the Helpde Clause 5.5.1

> 5.5.2.1 the affec time even Helpo

5.5.2.2 **[**the obtai shall

5.6 The obligations of t by the termination of

6. Support Service and Agr

- 6.1 The Department a Department Repre <<insert interval, e Services, the Servi accordance with the Reports generated i
- 6.2 Both Parties shall p Clause 6.1 within their reasonable en taken with respect t and the performan Agreement.
- 6.3 No later than <<ins Agreement, the Dep shall conduct an renewal of this Agree the Agreement is ag
- 6.4 In the event that in circumstances including legislative or regula immediate Agreement be taken. Any chan ot be effective un Representative and

7. Service Levels and Resp

7.1 The Helpdesk sha Services in accorda







any such notice given under sub-

h any of the Support Services any external third party until such preach has been rectified or, in the greement, until such time as the ; and]

incurred by the Department in rvices under sub-Clause 5.5.2.1 pdesk's departmental expenses].

Clause 5.5.2 shall not be affected

arrange meetings between the desk Representative at regular in order to discuss the Support vision of the Support Services in elevant, based upon Performance e 7 and Schedule 2.

m meetings held pursuant to subing such meetings and shall use any and all agreed actions to be pport Services, the Service Levels respective obligations under this

e end of the current Term of this and the Helpdesk Representative ing which the continuance and ed. In the event that a renewal of s of sub-Clause 2.2 shall apply.

s Agreement are required due to o, changes to the Company or shall have the right to request an necessary changes and action to g such Agreement Reviews shall g and signed by the Department ative.

eavours to provide the Support ue Levels and Response Times:

Issue Level

Issue Level 1

Issue Level 2

Issue Level 3

<<Insert additional levels

- 7.2 The Response Tim which the Helpdesk no guarantee as to hereby undertakes as is reasonably po
- 7.3 For the purposes Agreement the Part Representative an "Performance Repr the responsibility of Support Services an terms and condition
- 7.4 The provision of the shall be monitored to [the Helpdesk Performing of Schedule 2.
- 7.5 All data collected Clause 7 and to \$ monthly>> Perform OR [the Helpdesk].
- 7.6 Performance Repo Schedule 2, to Representative for o taken (where releva

8. Confidentiality

- 8.1 The Helpdesk and t Clause 8.2 or as au during the continua termination:
 - 8.1.1 keep confide
 - 8.1.2 not disclose
 - 8.1.3 not use any contemplate Agreement;
 - 8.1.4 not make ar any Confider



period e.g. 30 minutes>>

period e.g. 1 hour>>

period e.g. 2 hours>>

e 7.1 refer only to the time within ort Request. The Helpdesk gives e may take to resolve save that it yours to resolve issues as quickly

anaging performance under this point the Department Performance mance Representative (each a ses of this Clause 7). It shall be presentatives to ensure that the e with the Service Levels and the

cordance with the Service Levels rmance Representative] [and] OR in accordance with the provisions

epresentative(s) pursuant to this esented in <<insert interval, e.g. pared by [the Department] [and]

vithin the time period specified in resentative and the Helpdesk nent upon appropriate action to be held under Clause 6.

e that, except as provided by subother Party, they shall, at all times nd [for <<insert period>>] after its

rmation;

tion to any other person;

n for any purpose other than as he terms and conditions of this

hy way or part with possession of

- 8.1.5 ensure that act which, if sub-clauses
- 8.2 Either Party may:
 - 8.2.1 disclose any

8.2.1.1 any s

8.2.1.2 any g 8.2.1.3 any e partie

to such exte this Agreem Party first ir Confidential disclosure is above or ar submitting to question, as the Confide purposes for

- 8.2.2 use any Cor other persor or at any tin fault of that disclose any knowledge.
- 8.3 The provisions of th terms, notwithstand

9. Termination

- 9.1 [Either Party] OR [I the other not less the at any time after <<
- 9.2 [Either Party] **OR** [by giving written no material breach of a capable of remedy, written notice givir remedied.
- 9.3 The right to termi prejudice any other concerned (if any) c

10. **Post-Termination**

Upon the termination of this

10.1 any rights or obligat entitled or be subjet where they are expl

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ors, agents or advisers does any d be a breach of the provisions of

to:

of that Party;

hority or regulatory body; or

y of the aforementioned persons, arty);

for the purposes contemplated by v, and in each case subject to that irty or body in question that the ential and (except where the mentioned in sub-Clause 8.2.1.2 of any such body) obtaining and en undertaking from the person in the terms of this Clause 8, to keep ential and to use it only for the nade; and

any purpose, or disclose it to any it is at the date of this Agreement, nes, public knowledge through no n doing so that Party does not al Information which is not public

e in force in accordance with their Agreement for any reason.

minate this Agreement by giving to d>> written notice, to expire on or greement>>.

orthwith terminate this Agreement the other Party commits any other is Agreement and, if the breach is <insert period>> after being given e breach and requiring it to be

ven by this Clause 9 shall not er Party in respect of the breach

on:

Parties to this Agreement may be shall remain in full force and effect uch termination;

8

- 10.2 subject as provided rights, neither Party
- 10.3 each Party shall ret has not been transf provided for the pur
- 10.4 each Party shall (ex to use, either dire forthwith return to t which contain or red

11. Force Majeure

Neither Party to this Agree their obligations where suc reasonable control of that failure, internet service p storms, earthquakes, acts event that is beyond the rea

12. [Data Protection

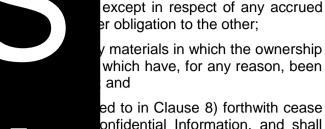
The Helpdesk will only use Helpdesk's <<insert docur location(s)>>.]

13. [Data Processing

- 13.1 In this Clause 13, processor", and "pe Data Protection Leg
- 13.2 [All personal data Department under t terms of the Data <<insert date>> [pu

OR

- 13.2 [The Parties hereby protection requirem
 13 shall not reliev
 Protection Legislat
 obligations.
- 13.3 For the purposes of Department is the "
- 13.4 The type(s) of performed processing, and the
- 13.5 The Data Controlle and notices require Processor for the pu
- 13.6 The Data Processo relation to its performed



ed to in Clause 8) forthwith cease onfidential Information, and shall ments in its possession or control rmation.

any failure or delay in performing from any cause that is beyond the ude, but are not limited to: power l action, civil unrest, fire, flood, governmental action or any other arty in question.

onal information as set out in the Notice>> available from <<insert

subject", "data controller", "data I have the meaning defined in the

the Helpdesk on behalf of the processed in accordance with the entered into by the Parties on].]

th comply with all applicable data Protection Legislation. This Clause obligations set out in the Data nove or replace any of those

islation and for this Clause 13, the Helpdesk is the "Data Processor".

e, nature and purpose of the ng are set out in Schedule 3.

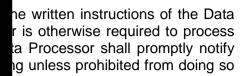
s in place all necessary consents nsfer of personal data to the Data Agreement.

y personal data processed by it in ations under this Agreement:

- 13.6.1 Process the Controller u such persor the Data Co by law;
- 13.6.2 Ensure that measures (a data from damage or potential ha current state those measu
- 13.6.3 Ensure that for processir that persona
- 13.6.4 Not transfer written cons conditions a
 - 13.6.4.1 has/f perso
 - 13.6.4.2 effec
 - 13.6.4.3 the D prote
 - 13.6.4.4 instru respe
- 13.6.5 Assist the D to any and compliance security, bre with supervi the Informati
- 13.6.6 Notify the D breach;
- 13.6.7 On the Da dispose of) o the Data C required to r
- 13.6.8 Maintain cor technical ar demonstrate the Data Co
- 13.7 [The Data Processon to the processing of **OR**







ole technical and organisational Controller) to protect the personal ful processing, accidental loss, ares shall be proportionate to the events, taking into account the gy and the cost of implementing en are set out in Schedule 3;

ess to the personal data (whether)) are contractually obliged to keep

side of the UK without the prior roller and only if the following

r and/or the Data Processor safeguards for the transfer of

ts have enforceable rights and

complies with its obligations under n, providing an adequate level of nal data so transferred; and

r complies with all reasonable ce by the Data Controller with repersonal data;

ta Controller's cost, in responding ta subjects and in ensuring its tion Legislation with respect to t assessments, and consultations ators (including, but not limited to, e);

undue delay of a personal data

instruction, delete (or otherwise a and any and all copies thereof to of this Agreement unless it is data by law; and

rds of all processing activities and ures implemented necessary to ause 13 and to allow for audits by besignated by the Data Controller.

any of its obligations with respect Clause 13.]

- 13.7 [The Data Process contractor with resp 13 without the prior be unreasonably w sub-contractor, the
 - 13.7.1 Enter into a impose upoi upon the Da the Data f obligations;
 - 13.7.2 Ensure that that agreem
- 13.8 Either Party may, at days'>> notice, alt processing clauses scheme. Such ter Agreement.]]

14. Nature of the Agreement

- 14.1 [Subject to the pro the entire agreeme and may not be mo authorised represer
- 14.2 No failure or delay Agreement shall be either Party of a bre be a waiver of any s

15. Severance

The Parties agree that, i Agreement is found to be provisions shall be deeme remainder of this Agreeme

16. Relationship of the Partie

- 16.1 The Parties are inde the management ar
- 16.2 Subject to any exp Party shall have the any contract, make assume any obligat the other Party or bi

17. Notices

17.1 All notices under th if signed by, or on giving the notice.

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t any of its obligations to a subpersonal data under this Clause ata Controller (such consent not to at the Data Processor appoints a

the sub-contractor, which shall same obligations as are imposed use 13 and which shall permit both ta Controller to enforce those

lies fully with its obligations under on Legislation.]

t <<insert period, e.g. 30 calendar acing it with any applicable data h part of an applicable certification replaced by attachment to this

s] **OR** [This] Agreement contains with respect to its subject matter ment in writing signed by the duly

cising any of its rights under this r of that right, and no waiver by his Agreement shall be deemed to same or any other provision.

r more of the provisions of this rwise unenforceable, that / those mainder of this Agreement. The rceable.

thin the Company, both subject to erson, persons or department>>.

ontrary in this Agreement, neither nd shall not do any act, enter into e any warranty, incur any liability, implied, of any kind on behalf of way.

writing and be deemed duly given rised representative of the Party

17.2 All notices under the method e.g. support when sent [provided]

Law and Jurisdiction

- 18.1 This Agreement (in therefrom or assoc accordance with, th
- 18.2 Any dispute, contro this Agreement (inc therefrom or associ of England and Wal

SIGNED by <<Name and Title of person signir for and on behalf of the Helpdesk

SIGNED by

18.

<<Name and Title of person signir for and on behalf of <<Department



ent by [email] **AND/OR** [<<insert deemed to have been duly given return receipt is generated].

ual matters and obligations arising governed by, and construed in ales.

im between the Parties relating to al matters and obligations arising within the jurisdiction of the courts

Support Services

<<Insert a complete specification of the Department. Include any exclu



b be provided by the Helpdesk to

Service Levels

Issue Levels <<Insert a full specification of all Is

Performance Monitoring

<< Provide a specification detailing standard system is to be used, i collected and how that data relate

Performance Report

<<Provide a specification / temp recording performance>>

Submission of Performance Rep <<Provide a timetable for the colle Reports, and the submission Representatives>>



letailed definition of each.>>

be monitored and measured. If a stem. Specify what data will be performance>>

- e Report which will be used for
- a, the compilation of Performance Reports to the Performance

1. Data Processing

Scope <

Nature <<Insert description of the nature of

Purpose <

Duration <<Insert details of the duration of t

2. Types of Personal Data <<List the types of personal data t</pre>

3. Categories of Data Subject <<List the categories of data subje

4. Organisational and Technical <<Describe the organisational and Clause 13.6.2>>.



rried out>>.

arried out>>.

sing is to be carried out>>.

res be implemented as referenced in