

X April 2018

**SERVICE LEVEL AGREEMENT**

Between Hackney Council for Voluntary Service (HCVS)

and

«Name\_of\_organisation»

Relating to the Connect Hackney Ageing Better programme (funded by The Big Lottery Fund)



THIS AGREEMENT is made BETWEEN

1. Hackney Council for Voluntary Services (“**Hackney CVS**”) incorporated and registered in Charity No: 1069736 | Limited company No: 3365292. For the purposes of this agreement Hackney CVS is referred to as the **lead partner**.
2. **«Name\_of\_organisation»** incorporated and registered in England and Wales with the company number «Company\_number» whose registered office is at «Full\_registered\_address» (the delivery partner). For the purposes of this agreement «Name\_of\_organisation» is referred to as the **delivery partner**.
3. Hackney CVS is the Lead partner and Grant Holder of the Ageing Better Grant funded by The Big Lottery Fund. Hackney CVS receives funding to deliver the Connect Hackney programme, a £5.8m programme aimed at reducing or preventing social isolation amongst people aged 50 and over.
4. The schedule and appendices referred to in this agreement are delivering projects/services on behalf of the Connect Hackney programme funded by The Big Lottery Ageing Better Grant.
5. The schedule and appendices referred to in this agreement form part of this agreement and any references to the agreement, also include the schedule and appendices.

**1.0 Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the meanings set out below:

1.2 “Activities” means the project/service activities as described in Schedule 1;

1.3 “Service Level Agreement” means this agreement between Hackney CVS and «Name\_of\_organisation»;

1.4 “Commencement Date” means X April 2018;

1.5 “Quarter” means a period of three calendar months;

1.6 “Staff” means any paid persons engaged or employed as the delivery partner or by any sub-contractor engaged or employed by the delivery provider in the provision of the Activities;

1.7 “Working Day” means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

1.8 “In writing” includes written communication by facsimile transmission and by email.

**2.0 The Project**

2.1 The delivery partner has agreed to provide the **project/service** outlined in the delivery plan outlined in Schedule 1 of this Service Level Agreement and is therefore agreeing to run the project, in line with the terms and conditions outlined in this agreement.

2.2 It is a condition of the Agreement that payments from the Lead partner must be spent wholly and exclusively on the provision of the project/service, as outlined I Schedule 1.

2.3 The funding amount for the delivery of the project/ service is £«Funding\_amount» and is inclusive of VAT where applicable.

2.4 The delivery period for this agreement is April 2018 to 31st March 2020 and is subject to the receipt of satisfactory quarterly reports and the achievement of targets as outlined in Schedule 1.

2.5 It is a condition of the Agreement that the delivery partner uses the Common Measurement Framework (CMF) questionnaires as the primary tool to gather outcomes data on individual participants of the project/service. The CMF questionnaires are provided to the delivery partner by the lead partner, on behalf of The Big Lottery Fund who have commissioned the use of the CMF across the fourteen Ageing Better programme areas.

2.6 The delivery plan outlined in Schedule 1 of this service level agreement will be updated in March 2019 to reflect the project/service delivery plan for April 2019 to March 2020.

2.7 By signing this agreement, the delivery partner is agreeing to the terms and conditions outlined within this agreement and must observe the conditions outlined.

2.8 If the delivery partner does not observe the conditions outlined, Hackney CVS has the right to request the delivery partner to do so and to issue a timeframe for this to be achieved or to issue written notice to terminate the agreement.

**3.0 Commencement of the project**

3.1 This agreement commences on the X and expires on the 31st March 2020.

3.2 The Agreement is to deliver the project outlined in Schedule 1, which is appended to this agreement.

3.3 The delivery partner must not sub-contract any part of the project to other organisations, individuals or partners without written consent of the Lead partner.

Where an organisation or individual has been named in the tender submission, as having responsibility for delivering elements of this project, a signed partnership agreement is appended to this service level agreement. If the delivery partner wants to make any changes to the partnership agreement, this must be discussed with the lead partner, in advance of any changes being made.

3.4 Changes to this agreement cannot be made without prior consultation and agreement between both the lead partner and delivery partner. Any changes must continue to comply with the terms and conditions of the Big Lottery Fund.

3.5 The delivery partner must not make any substantial changes to the delivery of the project, without written consent from the lead partner.

3.6 The delivery partner is required to send the staff involved in the delivery of this project to a workshop on ‘Gathering Sensitive Data’ which will be organised by the lead provider. This workshop will take place during the first quarter of project delivery and will support delivery partners with using the Common Measurement Framework, as referenced in Section 2.5 of this agreement.

3.7 The delivery partner shall maintain and be able to provide accurate records of activities and expenses incurred in connection with this agreement. The delivery partner must keep records relating to the agreement for a period of seven years from the end of this agreement. This includes financial records (personnel and payroll records). The delivery partner must allow the Big Lottery Fund and the National Audit Office to access these records if required.

**4.0 Monitoring arrangements**

4.1 The delivery partner will be responsible for the delivery of the activities outlined in Schedule 1, detailing the delivery plan and the associated outcomes and outputs for the project/service.

4.2 The delivery partner agrees to return a completed monitoring pro-forma (which includes finance and demographic information on participants) on a quarterly basis.

4.3 The pro-forma should be submitted by the 15th of the month that follows the end of a quarter. For this agreement, the completed pro-forma should be submitted by the 15th of July, October, January and April of each year.

4.4 The delivery partner will attend and participate in four Learning Network meetings each year and an annual Learning Event.

4.5 The delivery partner agrees to work with the programme team and local evaluator to provide further evidence of learning, not captured in the pro-forma or through the learning network.

4.6 The delivery partner will be required to attend performance management meetings, if there are concerns about any aspects of project delivery in relation to this service level agreement.

4.7 The delivery partner agrees to an annual project visit from the Connect Hackney team and representatives of the Connect Hackney Older People’s Committee to meet project staff, and project participants where appropriate.

**5.0 Financial and Payment Conditions**

5.1 The lead provider will pay the delivery partner in advance on a quarterly basis.

5.2 Payment will be made on receipt of the actual income and expenditure for the previous quarter (with the exception of the first quarter) and a template will be sent to you for completion.

5.3 In the case of a variance to the planned expenditure of 10% under or over the projected budget, a written explanation will be required.

5.4 All payments are subject to the delivery partner delivering the agreed activities outcomes and outputs as outlined in Schedule 1.

5.5 The lead delivery partner is to invoice Hackney CVS on or before the first working day of the start of each quarter. Invoices and monitoring returns are to be emailed to the Performance and Programme Manager within the Connect Hackney.

5.6 Hackney CVS aims to make payments by the end of the first month of the new quarter, based on the satisfactory receipt of monitoring information and expenditure. It is the delivery partners responsibility to ensure that accurate monitoring returns and invoices are sent on time, in order to avoid delays.

5.7 HCVS is required to submit performance and financial reports to the Connect Hackney Strategic Partnership Board and Big Lottery Fund on a quarterly basis, including project forecasts and expenditure for each project funded by the programme .

5.8 HCVS is not liable for releasing any payments for the delivery of services outlined within this SLA, until grant payments from the Big Lottery Fund have been received.

**6.0 General Conditions**

6.1 The delivery partner will work in accordance with the core values of Hackney CVS (appendix 2), Connect Hackney (appendix 3) and the Co-production Charter for Health and Social Care in City and Hackney (appendix 4).

6.2 The delivery partner agrees to abide by the lead partner’s code of conduct in respect to the working relationship between the delivery partner and lead partner (appendix 5).

6.3 In delivering the projects or service outlined in Schedule 1, the delivery partner must ensure that the following policies are in place and that they are rigorously adhered to: Equal Opportunities Policy, Health and Safety Policy, Data Protection policy including General Data Protection Regulations/, Safeguarding Policy, Volunteering Policy (where appropriate).

**7.0 Safeguarding**

7.1 Connect Hackney is committed to safeguarding adults with care and support needs, and children and young people. Delivery partners will need to ensure that the following are in place for the period of this agreement:

* Safeguarding policy including a clear procedure for raising and dealing with safeguarding concerns and/or allegations.
* Robust recruitment and selection processes for staff and volunteers involved in the delivery of this project.  This must include checking disclosure (DBS) and taking up references where necessary.
* Disclosure and Barring Service (DBS) checks are in place for all appropriate staff and volunteers, before any work with adults with care and support needs takes place.
* Risk assessments are carried out and additional insurances secured, if needed.
* A clear line of accountability internally, ensuring that staff and volunteers are aware of their safeguarding responsibilities for both children and adults, and how to raise any concerns.

**8.0 Insurance**

8.1 The Partner must have the following insurances in place for the period of this agreement:

* Public Liability Insurance
* Employers Liability Insurance
* Professional Indemnity Insurance (where appropriate)
* Any other insurances that are relevant to the delivery of this project.

8.2 The delivery partner agrees to provide a valid copy of the above insurance certificates to the lead partner prior to signing this agreement and shall ensure that the lead partner is sent a copy of the renewal certificate prior to the expiry of the relevant policy.

8.3 The delivery partner must comply with all health and safety regulations and requirements relating to all aspects of their work and the delivery of this project.

**9.0** **Data Protection**

9.1 The delivery partner must comply with the requirements of the Data Protection Act 1998, General Data Protection Regulation (GDPR) and the Freedom of Information Act 2000. The delivery partner must take due consideration to protect any sensitive information and to maintain user confidentiality. Where the delivery partner is providing personal services, advice or counselling and if the delivery partner holds **any** personal information, the partner must have and implement a written policy of confidentiality.

**10.0 Equal Opportunities**

10.1 The delivery partner shall not unlawfully discriminate within the meaning and scope of the provisions outlined in the Equality Act 2010 and any statutory modifications of this. The delivery partner will ensure that there is an Equal Opportunities policy in place for the period of this agreement and will take all reasonable steps to ensure equality of access to the project/service.

**11.0 Communications and Publicity**

11.1 The delivery partner agrees to include The Big Lottery Fund and Connect Hackney logos on all publicity relating to the project/service outlined in Schedule 1 and to follow the communication and publicity guidelines given by the lead partner or The Big Lottery Fund. The delivery partner agrees to acknowledge the support of the Big Lottery Fund and the role of the lead provider in any published documents, public presentations or digital media referring to the project.

11.2 The delivery partner agrees to supply listings with accurate details of events and activities (if applicable) for Connect Hackney’s quarterly magazine Hackney Senior. The delivery partner will also be required to respond to proportionate requests for further information and photographs that can be used for promotional material to showcase Connect Hackney funded projects and provide evidence of learning for the programme.

11.3 The delivery partner will direct any media enquiries relating to the Connect Hackney programme to the Connect Hackney Programme Director. The delivery partner may deal with media enquiries about their Connect Hackney funded project and should make the Connect Hackney staff team aware of any such enquiries.

11.4 The delivery partner accepts that the lead partner will produce materials that make reference to the delivery partner in relation to the delivery of this Connect Hackney funded project and involvement in the Connect Hackney programme.

11.5 The delivery partner accepts that The Big Lottery Fund and Lead partner may release details of the project for broadcast on television, on The Big Lottery Fund and/or lead partners website, in newspapers and through other media.

11.6 The delivery partner agrees to permit the copying and use of agreed reports and materials generated as evidence of their work to deliver the project/service in Schedule 1, for the general benefit of the Connect Hackney programme, providing:-

* the delivery partner is acknowledged as the source
* they are not sold to a third party
* they are not used to the detriment of the lead partner or any delivery partners
* copyright and the fact that they were funded by The Big Lottery Fund is acknowledged.

**12.0 Termination of the Agreement**

12.1 Either party may terminate this Agreement by providing written notice to the other at any time if that other party commits a breach of this agreement. Notice of termination must be issued in writing and with no less than three months’ notice.

12.2 If the activities outlined within Schedule 1 have not been undertaken or have been carried out inadequately and the lead partner is not satisfied with the approach to delivering the activities, the lead partner reserves the right (without prejudice) to request a meeting with the delivery partner to discuss the concerns.

12.3 The Lead partner will communicate the outcome of this meeting (including any agreed actions and timeframes) in writing to the delivery partner within 14 days of the meeting. The delivery partner will be given up to 30 days to address the concerns raised and the Lead partner reserves the right (without prejudice) to terminate this agreement, if the delivery partner fails to provide a response or the response is unsatisfactory.

12.4 The delivery partner will receive no less than 3 months’ written notice if the Lead partner terminates this agreement in response to reasons identified in section 12.2 of this agreement. If the lead partner terminates this agreement, the lead partner will withdraw funding from the delivery partner and reserves the right to request repayment from the delivery partner, for any funding that has not been used for the purposes that funding has been given.

12.5 The lead partner accepts no liability for any consequences, whether direct or indirect that may come as a result of the withdrawal of this funding. The delivery partner shall indemnify the lead partner and sub-contractors with respect to all claims, demands, actions, costs expenses, losses, damages and all other liabilities arising from or incurred by reason of the delivery partner’s actions and/or omissions in relation to the funding, the non-fulfilment of the delivery partner’s obligations under this agreement and the delivery partner’s obligations to third parties.

12.6 In the event of a serious breach of this agreement, the lead partner reserves the right to terminate this agreement with immediate effect.

12.7 This agreement will be terminated with immediate effect if for any reason the Big Lottery Fund decides to suspend, terminate or make materially significant changes to the Ageing Better grant agreement with the Lead partner (Hackney CVS).

**13.0 Disputes**

13.1 If a dispute should arise between the delivery partner and lead partner, a meeting between the two parties should be arranged in the first instance. The members of the relevant meeting shall use their best endeavours to resolve any disputes relating to this Agreement.

13.2 If any disputes referred to the meeting remain unresolved, either party by notice in writing to the other, may refer the dispute to senior officers from the delivery partner and lead partners’ organisations. The two parties shall co-operate in good faith to resolve the dispute as amicably as possible within fourteen days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within fourteen days of receipt of such request, appoint a mediator, at the request of either party, from the Centre for Dispute Resolution or such other similar body.

13.3 Recourse to the Dispute Resolution Procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings.

13.4 The parties shall bear their own legal costs of the Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.

13.5 The lead partner (Hackney CVS) does however have the right to act unilaterally to resolve any conflict if it is in the best interests of the Connect Hackney programme.

**14.0 Force Majeure**

14.1 Neither party shall be in breach of this agreement or failure to perform any of the obligations listed in this agreement if the breach or failure is as a result of events, circumstances or causes beyond the control of either party. In the event of such circumstances, both parties will be entitled to a reasonable period of time (which should not exceed three months) to resume the agreed obligations.

14.2 If a period of three months’ lapses without the obligations being resumed, the agreement can be terminated by either party, by giving fourteen days’ written notice.

**15.0 Whole Agreement**

15.1 This Agreement (including the Schedule and Appendices) constitutes the entire and only agreement between you and Hackney CVS in relation to the provision of the project/service and supersedes any previous agreement, whether express or implied, regarding the project/service.

15.2 Any variation to this Agreement shall only be effective if it is in writing and signed by or on behalf of both parties to this Agreement.

15.3 The unenforceability or illegality for any reason of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement.

**16.0 List of appendices**

*Appendix:*

Appendix 1: Schedule 1 (to be agreed between the lead partner and delivery partner)

Appendix 2: Hackney CVS Core Values

Appendix 3: Connect Hackney Core Values

Appendix 4: Hackney CVS Code of Conduct

Appendix 5: City and Hackney Co-production Charter

**17.0 Signatories**

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| --- | --- | --- | --- |
| Authorised to sign for and on behalf of the lead partner: | Click here to enter text. | Date: | Click here to enter a date. |
| Print Name: | Click here to enter text. | | |
| Job Title: | Click here to enter text. | | |
|  | | | |
| Authorised to sign for and on behalf of the lead partner: | Click here to enter text. | Date: | Click here to enter a date. |
| Print Name: | Click here to enter text. | | |
| Job Title: | Click here to enter text. | | |

**Appendix 1 - HACKNEY CVS AIMS AND OBJECTIVES**

Hackney CVS’ **vision** is of a fair society where local people and communities are able to shape their future

To help achieve this, **our Mission** is to help individuals, voluntary and community organisations to respond better to the needs of local people and communities. This work is underpinned by a set of values and operating principles rooted in a commitment to equalities and combating discrimination[[1]](#endnote-1). In particular HACKNEY CVS is committed to the following **values**

* The diversity and independence of the voluntary and community sector give it a unique role to play in responding to the complex needs of our society
* Hackney CVS is committed to challenging oppression and prejudice and aims to promote both diversity and full access to opportunity in all areas of its work and structures.
* Equality is the cornerstone of social integration, and without it efforts to promote a fair and participative society will be undermined
* Priority should be given to working with communities and groups whose full participation in society is limited by economic disadvantage or institutional discrimination;

This is reflected in our **operating principles** which say

* We are committed to equality, and this means that we will make judgements and choices on merit alone in all areas of our work
* Although we work within an often competitive landscape, we are committed to operating transparently – our goal is to empower the sector then and support organisations and networks to become strong and independent in their own right
* We will be welcoming and open in all our dealings, and try and overcome barriers faced by those who, for whatever reason, find our service difficult to access
* We believe that working well with other individuals and organisations brings us new ideas and inspiration, and produces more than the sum of its parts
* We believe that actively listening to people, communities and organisations is key to shaping and delivering our work, and that constructive criticism is as welcome and useful as praise
* We believe we should celebrate our common humanity by being respectful, courteous, compassionate and fun. We expect the same in return from those we work for and with, believing that respect is a two-way process.

**Connect Hackney Core Values**

Connect Hackney is underpinned by the following set of values, which were developed by the Older People’s Reference Group and Connect Hackney staff team at the programme’s inception in 2015. We are planning to revisit these with stakeholders and our Older People’s Committee in 2018/19.

1. **Upholding human rights:** *upholding older people’s parity of esteem, equal treatment and right to self-determination*
2. **Empowering older people to enable their leadership:** *enabling the participation of older people throughout the project including design, delivery, setting priorities, financial oversight, management and evaluation (co-production); providing high quality training and support for older people; creating accessible and adaptive consultation mechanisms; ensuring all publicity and media content is accessible for people with cognitive or sensory impairments and disabilities (including dementia), working towards a gold standard of older people’s participation*
3. **Collecting and deploying evidence to increase our understanding of social isolation, its causes and associated factors:** *gathering data from multiple sources to illuminate the concept of social isolation, delivering effective and wide ranging outreach mechanisms to engage socially isolated older people*
4. **Equality of access:** *increasing the provision of accessible, adaptable, reliable and flexible services and interventions, increase weekend, evening and public holiday provision, providing low level practical assistance.*
5. **Respecting diversity (including diversity of needs, interests, attitudes and capabilities:** *providing adaptable, flexible, tailored interventions, providing culturally appropriate services and interventions.*
6. **Providing protection and care for older people while preserving their dignity.**
7. **Ensuring freedom of (informed) choice and control.**
8. **Honest and transparent partnership working (for all stakeholders):** *operating with clear terms of reference, clarity of decision-making procedures and the recognition and reconciliation of the diverse interests of stakeholders (including service users, carers and providers), maximizing community assets to serve the project.*
9. **Setting and maintaining high standards of commissioned services:** *ensuring adherence to the Older People’s Reference Group’s Older People’s Dignity Code and the 2010 Equalities Act, ensuring the continuity and adaptability of services, quality assurance of providers, dissemination of best practice in delivery, staff and volunteer management and service user involvement in staff recruitment and development*

1. [↑](#endnote-ref-1)