

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on

2010

BETWEEN:

ILEX PROFESSIONAL STANDARDS (IPS)

and

INSTITUTE OF LEGAL EXECUTIVES (ILEX)

This Service Level Agreement forms the basis of a relationship between ILEX and IPS regarding the provision of services.

The purpose of the Agreement is to lay out the respective roles and responsibilities of each party in the provision of services.

The Agreement facilitates the parties carrying out its respective regulatory and representative functions independently and to ensure that resources are made available which are reasonably required to enable regulatory functions to be carried out.

ILEX has agreed to provide the services to IPS set out in Schedule 1 to 9.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In the Agreement the following expressions shall have the following meanings unless the context requires otherwise:

“Agreement”	means this agreement concluded between ILEX and IPS including the: <ul style="list-style-type: none"> (a) the clauses contained herein; (b) the schedules attached hereto; (c) any other documents which are relevant to the Agreement and expressly incorporated herein as appendices to, and part of, the relevant schedules; and (d) such variations in writing as shall be agreed by ILEX and IPS according to the provisions of Clause 4.
“Effective Date”	means the date of this Agreement;
“IPS Manager”	means IPS Chief Executive or Professional Standards Manager
“Lead Officer”	means any of the following: ILEX Chief Executive, IPS Chief Executive or Head of Corporate Affairs; who oversees the creation, variation, development and management of the Agreement;
“Service”	means the service provided by ILEX to IPS which enables regulatory functions to be carried out;

“Service Levels”	means the standards of Service which ILEX is required to meet in the performance of Services details of which are contained in Clause 7 and Schedules 1 to 9;
“SLA Manager”	means the individual who oversees and/or provides the Service;
“Working Day”	means a day, not being a Saturday, Sunday or Public Holiday

2. TERM

2.1. This Agreement shall continue in effect from the Effective Date until the end of the ILEX financial year (the “Expiry Date”).

3. RENEWAL AND TERMINATION

3.1. This Agreement shall be renewed at the end of the current term and each succeeding year unless either party gives written notice of its intention not to renew, to the other, to be served no later than 6 months prior to expiration of the current term.

3.2. Termination of the Agreement will be subject to the requirements of the internal governance rules made by the Legal Services Board.

3.3. In the event that a dispute is not resolved in accordance with Clause 10 either party shall have the right to terminate the Agreement without further notice.

4. TERMS OF AGREEMENT

4.1. Throughout the life of the Agreement, variations to the agreement can be proposed, negotiated and implemented as circumstances warrant.

4.2. Substantive variations to the Agreement must be approved by the ILEX President and IPS Board Chair before taking effect.

4.3. Minor variations to the Agreement will be agreed by the Chief Executives of ILEX and IPS before taking effect.

4.4. Variations to the Agreement will be implemented by a Lead Officer.

4.5. Conditions that warrant variations to the Agreement include, not wholly and exclusively, changes in business or Service needs, significant variations from agreed Service Levels, unanticipated events or an adjustment in the division of responsibility between the parties.

4.6. In the event that variations to the Agreement cannot be agreed, both parties will follow the dispute resolution mechanism in accordance with Clause 10.

5. SUB-CONTRACTING

5.1. ILEX shall have the right to subcontract its obligations under the Agreement provided that any such subcontracting shall not increase the burden on ILEX of the obligations accepted by ILEX under this Agreement.

- 5.2. Notwithstanding any sub-contracting permitted hereunder, ILEX shall remain responsible for the acts and omissions of its sub-contractors as though they were its own.

6. CHARGES

- 6.1. Charges will be reviewed on an annual basis when both parties work together to agree a budget which fairly reflects the activities and expenditure which are necessary for IPS to carry out its regulatory functions.
- 6.2. Charges are recoverable on an annual basis in accordance with Clause 6.1 as a result of any variations according to Clause 4.1.

7. SERVICE STANDARDS BY ILEX

- 7.1. ILEX shall provide the Services specified in Schedules 1 to 9.
- 7.2. ILEX's performance of the Services shall be measured in accordance with the methods and procedures set out in Schedules 1 to 9.
- 7.3. ILEX's performance of the Services shall also be measured in accordance with the obligations and responsibilities of IPS described within Clauses, 8.1, 8.3 and 8.4.
- 7.4. ILEX's performance of the Services shall be required to meet any reasonable Service Level and timeframe specified in Schedules 1 to 9 or as otherwise agreed, from the commencement of the Services.
- 7.5. Urgent matters are to be commenced within specifically agreed timeframes from receipt of instructions; such instructions to be approved by an IPS Manager and communicated to the relevant SLA Manager.
- 7.6. If ILEX fails to achieve any Service Level and timeframe as determined under the provisions of Clause 7.2 to 7.4, ILEX shall carry out corrective action agreed at the time between the parties, such agreement not to be delayed or withheld unreasonably.
- 7.7. If, notwithstanding any corrective actions taken in accordance with Clause 7.6, ILEX persistently fails in any material respect, to achieve any Service Level; such failure shall be considered to be a dispute and shall entitle IPS to follow the dispute resolution process in accordance with the provisions of Clause 10.

8. OBLIGATIONS AND RESPONSIBILITIES OF IPS

- 8.1. IPS shall receive the Service specified in Schedules 1 to 9.
- 8.2. IPS's obligations and responsibilities shall be measured in accordance with the methods and procedures set out in Schedules 1 to 9.
- 8.3. IPS shall be obliged to meet any reasonable timeframes specified within the methods and procedures set out in Schedules 1 to 9.

- 8.4. IPS shall provide ILEX with any relevant requests/permission, information/documents and/or equipment within a reasonable timeframe or as otherwise agreed, prior to commencement and during the provision of the Services as required which are necessary to enable the Services to be provided.

9. MONITORING, REVIEW AND QUALITY ASSURANCE

- 9.1. The above performance standards will be monitored by the Head of Corporate Affairs who will conduct a quarterly review.
- 9.2. A comprehensive review of performance standards will be conducted at review meetings of this Agreement which will be held annually.
- 9.3. The review meetings will also deal with any quality assurance matters that may require addressing.
- 9.4. ILEX Chief Executive, IPS Chief Executive, and the relevant IPS Manager(s) and SLA Manager(s) shall attend these meetings as required.

10. DISPUTE RESOLUTION

- 10.1. If any dispute arises, in relation to the Agreement, the dispute in the first instance will be considered in discussions involving the IPS Manager and the SLA Manager overseeing or providing the Service which is the subject of dispute.
- 10.2. In the event that the parties are unable to settle the dispute in accordance with Clause 10.1 any outstanding issues will be considered in discussions involving the Chief Executives of ILEX and IPS and, if necessary the President of ILEX and the Chair of the IPS Board.
- 10.3. If the parties are unable to settle the dispute in accordance with Clause 10.2, the parties will attempt to settle it by independent mediation or by referral to the Legal Services Board.
- 10.4. To initiate a referral to the Legal Services Board, a party by one of its Lead Officers must give at least 5 days written notice to the other party, before referring the dispute to the Legal Services Board in accordance with Clause 10.3.
- 10.5. On commencement of independent mediation, no party may commence referral to the Legal Services Board until independent mediation has terminated.
- 10.6. Either party may refer a dispute to the Legal Services Board before referral to independent mediation.

11. THIRD PARTIES

- 11.1. Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term in this Agreement.

12. SERVICE LEVEL AGREEMENT SIGNED BY

..... ILEX President

..... IPS Board Chair

SCHEDULE 1

HUMAN RESOURCES

Service Specification

Service:	Service Level/Timeframe:
<ol style="list-style-type: none">1. Sickness Absence Recording2. Sickness Absence Reports – Bradford Score3. Advice on handling sickness absence4. Information to Payroll5. Recruitment of Staff6. Assisting with recruitment of IPS Board Members7. Staff Induction8. Advice on performance management9. Advice on handling disciplinary/grievance10. Arranging training11. Training Needs Analysis12. Calculation of holiday entitlement13. Holiday cards	<ol style="list-style-type: none">1. Monthly *2. Monthly *3. Ad hoc *4. Monthly #5. Ad hoc #6. Ad hoc #7. Ad hoc #8. Ad hoc #9. Ad hoc #10. Ad hoc #11. Annual +12. Annual +13. Annual +
<p>Methods and Procedures:</p> <ul style="list-style-type: none">• HR department to liaise with IPS in order to provide the services above. <p>* In order to provide the above services ILEX will need to receive from IPS sickness absence records on monthly basis.</p> <p># In order to provide the above services ILEX will need to receive from IPS details of staff salary, appointments and training, staff performance information and disciplinary/grievance requirements, on an ad hoc basis.</p> <p>+ In order to provide the above services ILEX will need to receive from IPS training requirements, holiday cards and holiday entitlement calculations on annual basis.</p>	
<p>Policy Application (Policies that apply to both ILEX and IPS):</p> <ul style="list-style-type: none">• Equality & Diversity Policy• Grievance Policy• Disciplinary and Dismissal Policy• General Dismissal Policy• Capability Policy• Sickness Absence Policy	

- Learning & Development Policy
- Personal Harassment & Bullying
- Whistleblowers Policy
- Staff Members Expenses Policy
- Code of Conduct
- Electronic and Telephonic Communications Policy
- Health & Safety Policy
- Car Drivers Policy

Charge:

- As per 2010 Financial Budget

SLA Manager:

- HR Manager for ILEX Group

SCHEDULE 2

FINANCE

Service Specification

Service:	Service Level/Timeframe:
<ol style="list-style-type: none">1. Staff payroll administration2. Staff expense claims and Board invoices administration3. Credit card administration4. Vehicle administration5. Preparation of Management Accounts6. Preparation of Budget statements7. Audit and Preparation of Statutory Accounts8. Processing of Customer invoices9. Processing and payment of Supplier invoices10. Completion of Group VAT returns11. Bank statement reconciliation12. Sales Ledger reconciliation13. Cash management routines14. Petty Cash reconciliation15. Direct Debit Collections16. Debt Chasing17. Management of fixed assets18. Year end payroll administration19. Group VAT annual adjustment calculation20. Liaison with auditors21. Management of Group insurance covers22. Administration of AA cover for company vehicles23. Preparation of Annual Report24. Corporation tax reconciliation and payment	<ol style="list-style-type: none">1. Monthly *2. Weekly *3. Weekly *4. As required *5. Monthly #6. Annually #7. Annually #8. Weekly #9. Weekly #10. Quarterly #11. Weekly +12. Weekly +13. Weekly +14. Monthly +15. Monthly +16. Monthly +17. Monthly +18. Annual +19. Annual +20. Annual +21. Annual +22. Annual +23. Annual +24. Annual +
Methods and Procedures: <ul style="list-style-type: none">• Finance department to liaise with IPS when necessary in order to provide the above services* Provided directly to IPS staff in conjunction with services provided to all staff# Provided directly to IPS in conjunction with services provided to all departments+ Shared provision of general Finance activities	
Policy Application (Policies that apply both to ILEX and IPS): <ul style="list-style-type: none">• Staff expenses policy	
Charge: <ul style="list-style-type: none">• To be assessed on figures per 2010 Financial Budget	
SLA Manager: <ul style="list-style-type: none">• Director of Finance and Resources	

SCHEDULE 3

INFORMATION TECHNOLOGY

Service Specification

Service:

1. Hardware equipment - desktop PC's, printers, laptops equipment and related consumables.
2. Network facilities including – storage/email/security, local and wide area (wireless and Internet) infrastructure and connectivity.
3. Management Information System (MIS) software– Concept CRM, includes system (applications and services supported by IRIS), Data and admin support via IT.
4. Other Client Software – Security/Anti-virus, MS-Office, Acrobat, Browsers, CMS editors.
5. IT Management/development support including MIS/Web/IT development advisory, project and programme management & implementation.

Service Level/Timeframe:

- Hardware equipment provided on standard replacement 4 year depreciation.
- Provide '1st line' support for all the above.
- Contracts for core systems including MIS (Concept), Web services and SAGE are in place.
- Access to an IT helpdesk on a daily basis during office hours and out of office as required.
- MIS Software developments in accordance with what is decided by the MIS Strategy Group.
- Provide related consumables upon request.

Methods and Procedures:

- ILEX and IPS to attend MIS Strategy Group meetings; the mechanism by which IT work/projects are timetabled and prioritised.
- IT department to respond to requests for hardware equipment and IT queries.

Policy Application (Policies that apply to both ILEX and IPS):

- Electronic and Telephonic Communications Policy

Charge:

- As per 2010 Financial Budget

SLA Manager:

- Head of Group IT

SCHEDULE 4

PROCUREMENT

Service Specification

Service:

1. In-house and out of house facilities for print procurement.
2. Support contracts with Xerox and Oce for the maintenance of the printing machines.
3. Access to suppliers, manufacturers and service providers with whom ILEX and subsidiary companies have long standing arrangements.

Service Level/Timeframe:

- Provide '1st line' technical and professional support.
- Provide '1st line' helpdesk support.
- Provide customer account management and changing arrangements.
- Provide varied and diverse range of products and services including printed matter, confidential print in-house, motor vehicles and stationery.

Methods and Procedures:

- In-house facilities for print procurement provided by ILEX staff.
- IPS to give in-house printing department reasonable notice in relation to printing requirements.
- Procurement department to liaise with IPS in relation to products and services.
- Printed matter and stationery to be provided/ordered on request by IPS.

Charge:

- As per 2010 Financial Budget

SLA Manager:

- Director of Group Purchasing

SCHEDULE 5

FACILITIES

Service Specification

Service: <ol style="list-style-type: none">1. Accommodation2. Post room and DX mail services3. Telecoms4. Reception5. Utilities6. Cleaning7. Gardening8. Car Parking	Service Level/Timeframe: <ol style="list-style-type: none">1. 4 managed and fully furnished offices on a daily basis, use of meeting rooms as required.2. Daily collection and delivery service to include postage costs allocated to IPS code.3. 5 Siemens Dect cordless telephones, 1 fax machine, 2 mobile phones, 1 photocopier. Telecoms support available via Facilities and IT department.4. Daily service for staff, visitors, IPS Board members, to include call diverting from switchboard, message handling.5. Electricity, gas, water, daily use of kitchen facilities, fire safety equipment, first aid6. Cleaning – daily service provided by third party.7. Gardening – ad hoc services provided by third party to ILEX Group.8. Cars/Car Parking – One company vehicle, daily parking for IPS Staff, ad hoc parking for IPS visitors.
Methods and Procedures: <ul style="list-style-type: none">• The above services are made available to IPS and supported by ILEX Facilities.• IPS to give reasonable notice of meeting requirements.• Post, DX mail and reception services provided by ILEX staff and managed by the Office Manager.• Utilities, cleaning and gardening services provided by third parties.• Mobile phone contracts to be managed by IPS.• Photocopier provided as a shared facility for unlimited use.• Maintenance of car park provided by ILEX staff.	
Charge: <ul style="list-style-type: none">• As per 2010 Financial Budget	
SLA Manager(s): <ul style="list-style-type: none">• Director of Group Purchasing• Office Manager	

SCHEDULE 6

MARKETING AND COMMUNICATIONS

Service Specification

Service: <ol style="list-style-type: none">1. IPS Website2. Content Management System and hosting3. Code of Conduct brochure and IPS Banner4. Administration of Oaths leaflet5. IPS Launch Event and PR coverage6. Annual Report7. IPS Brochure8. Publicity and public relations	Service Level/Timeframe: <ol style="list-style-type: none">1. Support on an ad hoc basis2. On ad hoc basis with training for relevant IPS staff, supported by Marketing & Communications and IT Departments3. Design, print and distribute by Spring 2010, supported by Marketing & Communications and Journal Departments4. As required5. Scheduled for March 2010, supported by Marketing & Communications Department and external PR Agency6. Annual7. Annual8. Advise and action as required
Methods and Procedures: <ul style="list-style-type: none">• Timing and resource input by Marketing and Communications department to be decided when required.• Marketing and Communications department to support the IPS website in liaison with IPS.• IPS to manage content in liaison with Marketing and Communications department.• IPS to give Marketing and Communications department reasonable notice in relation to publicity and press releases.• ILEX to advise IPS on how to deal with press and stakeholders.	
Charge: <ul style="list-style-type: none">• As per 2010 Financial Budget	
SLA Manager: <ul style="list-style-type: none">• Head of Communications and Marketing	

SCHEDULE 7

LEGAL EXECUTIVE JOURNAL

Service Specification

Service: 1. Use of Legal Executive Journal publication 2. Editorial support 3. Direct mailings to members and other stakeholders	Service Level/Timeframe: 1. 1½ - 2 pages per monthly issue, additional advertising space as required to, include notices, inserts, recruitment and advertisements. 2. Ad hoc, supported by Journal department 3. Supported by the Marketing & Communications and Journal departments.
Methods and Procedures: <ul style="list-style-type: none">• The above services are made available to IPS and supported by Journal department.• Journal department to liaise with IPS in order to provide the services above.• IPS to meet publication deadlines and to produce material for publication.• IPS to keep the Legal Executive Journal Editor informed.	
Charge: <ul style="list-style-type: none">• As per 2010 Financial Budget	
SLA Manager: <ul style="list-style-type: none">• Journal Business Manager	

SCHEDULE 8

MEMBERSHIP

Service Specification

Service:	Service Level/Timeframe:
<ol style="list-style-type: none">1. Collect and record information regarding declarations of Prior Conduct and or contacts concerning complaints and allegations.2. Refer applications where declarations are made or information where allegations are made to IPS.3. Record on the database when any matter is declared or disclosed and the date when referred to IPS.4. Check disciplinary records of applicants for Fellowship.5. Maintain accurate membership records.6. Provide information to IPS about members or other contacts and make checks to database and paper records.7. Provide statistics for membership, including equality and diversity information.8. Maintain records of qualifying employment waiver applications, decisions and reasons.9. Maintain records of CPD on membership database.10. Provide the number and grades of members who have not complied with the requirement to record relevant CPD.11. Provide resources (people/admin) to secure CPD compliance by members.12. Provide details to IPS of members who have not complied or have not made arrangements to comply with CPD requirements.	<ol style="list-style-type: none">1. Within 1 working day of receipt2. Within 2 working days of receipt3. Within 1 working day of receipt4. Every application when received5. Ongoing6. Within 5 working days7. Monthly8. Ongoing9. Ongoing10. Annual, by end of February11. By end of May12. By mid-June
Methods and Procedures: <ul style="list-style-type: none">• The above services are provided to IPS and supported by Membership department.• Membership department to liaise with IPS in order to provide the services above.• IPS and ILEX will share information regarding members including membership records and correspondence where it is necessary to do so to fulfil their respective obligations, or so far as the sharing of information does not contravene any principle or law safeguarding the rights of members or others in relation to data protection or personal privacy.• The parties will treat as confidential information each holds about members or others which is not also held by the other, except where it is in the public interest to disclose the information to the other or, in the case of IPS, it is necessary to do so in order to fulfil its obligations under the Legal Services Act 2007, its Memorandum and Articles of Association and the protocols, or to meet its general obligations under the law.	

- IPS to give Membership department 5 working days notice of requests for database and paper record checks on members and requests for monthly statistics for membership.

Policy Application (Policies that apply to both ILEX and IPS):

- Protocols between ILEX and IPS (annex 1)
- CPD Regulations
- ILEX/CPS Memorandum of Understanding

Charge:

- As per 2010 Financial Budget

SLA Manager:

- Head of Membership

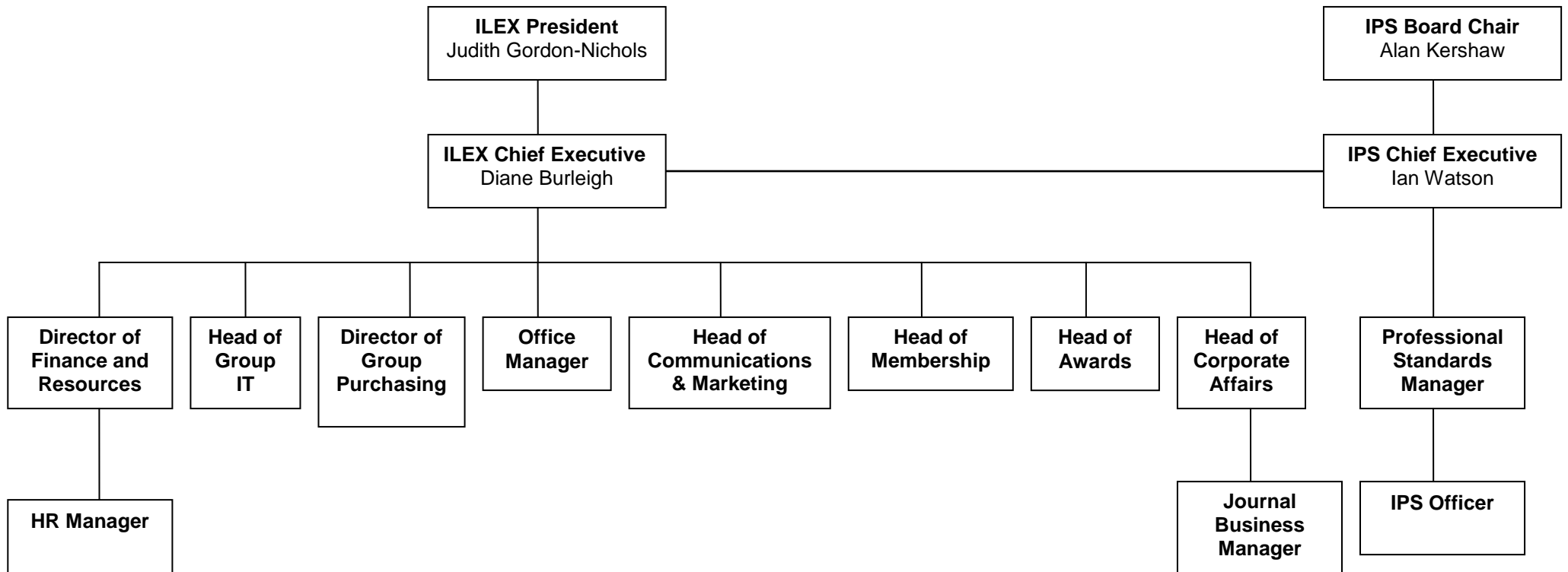
SCHEDULE 9

AWARDS

Service Specification

Service: <ol style="list-style-type: none">1. Support the work of IPS to ensure standards of qualification, training and assessment are fit for purpose and are capable of securing the minimum standards of competence expected of ILEX members.2. Provide a report of Awards work during the preceding year including details of assessment results by candidate, centre and college.3. Staff to attend meetings of IPS Board and/or IPS/ILEX working groups connected with the maintenance of standards relating to qualifications, study, training and assessments of ILEX members.4. Provide draft minutes for meetings of the Awards Performance and Strategy Committee meeting.5. Share with IPS any report by Ofqual requiring action to be taken to maintain approval of ILEX qualification or regarding any self-evaluation report.6. Provide details of candidates found to be guilty of examination misconduct, including details of findings and evidence.	Service Level/Timeframe: <ol style="list-style-type: none">1. Ongoing2. Annual, by end of March3. Ad hoc4. Within 10 working days of meetings5. Within 10 working days6. Within 5 working days of a final finding of examination misconduct
Methods and Procedures: <ul style="list-style-type: none">• The above services are provided to IPS and supported by Awards department.• Awards department to liaise with IPS in order to provide the services above.• IPS is responsible for ensuring standards of qualification, training and assessment are fit for purpose and are capable of securing threshold standards of competence expected of ILEX members.• IPS to advise Awards staff of dates of meetings or when work required.	
Policy Application (ILEX policies that apply to both ILEX and IPS): <ul style="list-style-type: none">• Protocols between ILEX and IPS (annex 1)• Examination Regulations	
Charge: <ul style="list-style-type: none">• As per 2010 Financial Budget	
SLA Manager: <ul style="list-style-type: none">• Head of Awards	

ILEX SLA ORGANISATION CHART



JANUARY 2010