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Generic SLA Frequently Asked Questions

This document provides answers to the most frequently asked questions about Generic Service Level Agreements (SLAs).

August 2018

Let's stop MS together

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An Introduction to Service Level Agreements

What is a Service Level Agreement?

A Service Level Agreement (SLA) is normally a two-way written agreement which defines the services (and the quality you expect) your group will receive from a Service Provider.

SLAs can vary from being a broad description of areas of responsibility to detailed task lists with specific response times for each. Too little detail which simply defines service delivery as being provided within 'reasonable' timescales can result in unclear expectations and be difficult to monitor and evaluate. Equally too much detail can result in a confusing, overly complicated agreement.

Both the MS Society group and Service Provider will need to show commitment to spend time on reviewing service provision with a view to improving it (e.g. being open to feedback, discussing service issues and being willing to challenge traditional or established ways of working) in order for the SLA to work effectively.

What does an SLA usually include?

An SLA will normally include:

- A description of the services and who they are aimed at
- Brief outline of roles/responsibilities within the team and contact details
- Availability of the service
- Expected service standards (and delivery time frames, where appropriate)
- What the Service Provider needs from your group to enable them to deliver an effective service
- Fees and costings, where appropriate.
- Legal or other regulations which must be complied with
- How you will measure, monitor and evaluate service performance
- How will you communicate/report on performance – what will be your key outcomes or impacts
- How complaints or conflicts will be dealt with
- How the agreement will be reviewed and updated

Why do we use SLAs?

SLA's can help to provide a clear framework for service delivery; monitor performance and service quality; and support continuous improvement. The value of an SLA is two-sided. The MS Society group has an assurance that they

are covered in emergencies and the Service Provider has a contract that demonstrates what is expected of them.

At the moment the health and safety fitness risk management system is fairly onerous in terms of paperwork and checks. The SLA places the legal responsibilities where they should be, ensuring the MS Society group fulfils their obligations under health & safety and other legislation while only completing the actions that are relevant to them.

Is a SLA appropriate for the service I am setting up?

As a general rule, whenever a group is receiving a service from Service Provider, whether this is an individual or organisation, it is good practice to have a written agreement which sets out the expectations of everyone involved. Exceptions to this rule may be one-off information events or social events (where the MS Society group is responsible for the majority of the organisation – booking the venue, arranging catering etc.) An SLA is not necessary when a group is delivering services that are entirely run by MS Society Staff and volunteers e.g. MS Support, peer support groups and signposting to information.

Who needs to be involved in drawing up the SLA?

Establishing what constitutes 'good service', gaining agreement and commitment between your group and the Service Provider is essential so you both need to be involved in drawing up the SLA. You should also involve your Local Networks Officer. They will have experience of setting up SLAs for various services so should be able to advise you on what has worked well, or not so well, for other groups in your area.

Who can we contact if we have a question about our SLA?

This FAQ list aims to answer the most common questions groups may have when setting up an SLA. We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email quality@mssociety.org.uk

How do we use the SLA template we've been given?

Green square brackets mean that the person filling in this form needs to add the required detail. There will be a word in the square brackets to indicate what this required detail is e.g. 'FREQUENCY'.

Blue text represents a selection that can be kept or deleted but should not be altered in any way.

Red text represents text that must be deleted before finalising this agreement as it is for guidance only.

Black text represents a clause which is fixed it should be kept in the agreement. It should not be altered or deleted.

How do we avoid making mistakes?

- Don't let the service provider draft the service level agreement. It is vital for the MS Society group to go through the process of deciding what services need to be provided, how they are to be provided, when, where and who will be able to access them.
- Do not leave preparation of the Service Level Agreement until the last minute. The SLA should take priority and should be introduced at the start of the process. A last minute introduction of a strict SLA might lead your service provider to revise their pricing upwards.
- Don't overdo it! Remember that someone from your group needs to monitor service levels. If you include too many detailed service levels which you cannot effectively monitor (due to a lack of people/expertise etc.) then the efficacy of the SLA is reduced.

What should we do if the Service Provider suggests we use their template instead?

If the Service Provider suggests that they draft the agreement or that their SLA template is used instead you should:

- request a copy of the proposed agreement
- compare it to the relevant MS Society SLA template.

If, following a direct comparison between the two SLAs, you can confirm that **ALL** the specific areas in the MS Society template are covered in the proposed agreement and the alternative SLA template is more appropriate, then:

- Approach Q&I team Quality and Innovation team at MSNC for final agreement by emailing quality@mssociety.org.uk and copying in your Local Networks Officer.

Definitions

MS Society group 'Contact Person'

This person must be prepared to act as a link between the Service Provider and the MS Society group. Ideally, This person should have access to the MS Society group email inbox and should be able to attend regular service review meetings.

Service Provider

This can be a company, a cooperative or an individual as long as they agree to take on all the responsibilities as laid out in the SLA. In this agreement the Service Provider may also be referred to as an 'Advice Partner'.

Introduction to generic services

Do we need a particular service?

Assessing the needs of the people using services is difficult: their needs may be many and varied; some people and their needs may not be apparent to you; some people may not be able to express or communicate their needs; or your understanding of their needs may be based on mistaken assumptions.

All MS Society branch activities and services should be developed in response to a need that has been identified. Section C3 of the MS Society Handbook and our Service Starter Kits will give you some guidance on ways to assess local need.

Can we afford to fund a particular service?

Having established a need for a service, the next stage is to consider what money you can dedicate towards funding it. To do this, you should revisit your plan and budget and if you haven't got a plan and budget, it would be a good time to start.

The Treasurer's Handbook contains a simple guide to putting together a plan and budget. As part of the wider planning and budgeting process it is also a good idea to consider:

- the importance of the activities currently undertaken by your group and how they benefit people affected by MS in your area. Rank them in order of impact on people affected by MS.
- the potential impact which an advice partnership could have and where it would fit in your list of current activities.

As well as considering these things specifically your group also needs to consider the total liability in relation to the termination clauses of your agreement. For example, if you've calculated that your advice partnership will cost your group £600 per month and you have to give the Service Provider 3 months' notice this means that your total liability is £1800. You should consider how you will be able to fund this liability should you need to, which is likely to be through a combination of reserves held by your group and planned fundraising activity.

1. Overview

Why should we review the SLA?

An SLA should be a working document that is updated regularly as your service grows and develops. Regular reviews of the service against the Agreement will allow your group to react quickly to service problems and to more easily understand issues that impact the service. Review and monitoring of the service is covered in more detail [later in this document](#).

How long should a Service Level Agreement generally last for?

The SLA should last no longer than 24 months (2 years). If you are entering into an agreement for a completely new service that your group has never funded before it is good practice to enter into a shorter agreement initially (3-6 months) and to then extend the agreement after this trial period if the uptake of the service has been good and you have received positive feedback about its impact.

The below table indicates common lengths you may enter into an agreement for and when we recommend you begin conversations with your service provider about the option of renewing or amending the agreement.

Agreement term	Meet to discuss renewal/amendment
3 months	1 month before termination date
6 months	2 months before termination date
12 months (1 year)	3 months before termination date
18 months	3 months before termination date
24 months (2 years)	6 months before termination date

2. Description of Service

How will we know whether or not the service is the statutory responsibility of someone else?

Statutory services are required by the law and put in place by the government. Examples of statutory services include benefits, social services, NHS treatment and schools.

Non-statutory and voluntary services fill gaps in the system. Examples of non-statutory services include benefits advice given by Citizen's Advice or emotional support given by the Samaritans.

MS Society services must not replace statutory services. If statutory services don't meet the needs of people with MS in your area, or are not readily accessible, it may be more appropriate to campaign for improved statutory provision locally before committing resources to setting up our own service.

We've developed a [Local Campaigning Toolkit](#) to help you to do this. Your Regional/External Relations Officer (R/ERO) can also work with you to improve access to statutory services.

3. Terms of service

3.1 Availability

Where should the service be delivered?

All MS Society services must be delivered in an accessible way whether that is from an accessible community space or whether you deliver a service online or over the telephone.

3.2 Scope

We will be adding the answers to questions to this FAQ document as they arise so if you come across a question which is not yet covered please email: quality@mssociety.org.uk

3.3 Reach

How can we promote this service effectively?

Section B1: Availability contact and communication and Section B2: Using our brand of the MS Society Handbook and our Service Starter Kits will give you some guidance on ways of effectively promoting local services.

3.4 Limitations

What sort of limitations might the service have?

Limitations exist to make sure that the reach of the service is fair. If a service has no limitations then there is nothing to prevent one or two people benefiting from the service while others are unable to access it. This clause needs to remain in the templates.

The best way to calculate the appropriate limitations is to divide the total service delivery by the number of cases/individuals (all of this information is filled in under the 'reach' section of the agreement).

Cases that extend beyond the agreed limits should be managed by the Service Provider under their standard service i.e. they can be paid for privately by the service user.

3.5 Referrals

What do we mean by 'referral'?

A referral is simply the means by which someone comes to attend the service for the first time. The service may be recommended to them by a professional such as a GP or MS Nurse. Someone may also refer themselves into the service perhaps after they have seen it advertised in the local area or a friend or family member has let them know about it.

What is the best way to manage referrals?

It's not the role of the MS Society group to decide who can use the service – your Service Provider should be able to assess whether the service is suitable for an individual or not. The group's role is to publicise the service as widely as possible to people affected by MS to ensure people know how to access it. MS support volunteers, your local MS nurse and any partner organisation you're working with may refer people to the service, but people should also be able to self-refer if they want to.

3.6 Evaluation

How do we obtain evaluation tools?

Service evaluation and impact measurement tools for each service can be obtained by contacting the Quality and Innovation (quality@mssociety.org.uk) team who can also advise on how and when the evaluation should be administered.

What if our chosen Service Provider suggests carrying out their own service evaluation as an alternative?

If the Service Provider wishes to use any alternative evaluation tools this must be discussed between them and the MS Society Strategy and Impact team **before** your SLA is signed.

Our group already evaluates how the service is performing using our own survey/other methods. Why can't we just continue using the same methods we always have?

There are currently many MS Society branches considering providing services and it's important we understand the impact of each type of service so that the guidance we give to groups helps them make the right decisions about what

their service should look like. We can only compare services when the impact measurement scales we are using are the same across the UK which is why we ask all groups to use our approved survey tools.

Should we be tracking attendance?

MS Society groups should still keep to keep attendance registers for most services. This is so groups can evidence their average attendance numbers submitted via the Portal. Tracking attendance will also help groups to check that the service they are receiving under the Service Level Agreement is cost effective.

4. Costs

Sections 4.1d and 4.1e - these do not apply and in our case we would like to delete them

These clauses are conditional so if not applicable that is fine but they should still remain in the document, leaving them in if not relevant does not materially alter the agreement.

What are reasonable expenses / disbursements?

You should look at the total cost of the agreement with the service provider. Some service providers may charge expenses or disbursements separately while others will include in their hourly rate. If a service provider tells you they will charge expenses or disbursements you should to obtain an estimate of how much these will be.

What information needs to be included on an invoice?

All Invoices must include:

- The word 'invoice' on the document.
- a unique identification number
- the name of the Service Provider, address and contact information
- the MS Society National Centre address
- a clear description of what is being charged for
- the date the goods or service were provided (supply date)
- the date of the invoice
- the amount(s) being charged
- Expenses (where applicable) should be listed as a separate charge
- VAT amount if applicable
- the total amount owed

Do we need to inform the anyone before entering into this service?

Under the Society's financial rules (rule 26) additional approval will be required if the total contract value is more than £10,000. Rule 26 of the financial rules appears below:

- The additional following approval is required where expenditure is over £10,000 including where a contract has a total value of £10,000:

- For amounts between £10,000 and £25,000, approval is required from the Local Network Manager, Head of Local Networks (in England), Head of Services and Support (Scotland) or Country Director.
- For expenditure between £25,000 and £50,000 approval is required from the Executive Director of Services and Support.
- For over £50,000 special arrangements will apply – contact the Head of Finance.

Can we charge people affected by MS for advice to recover some of our costs?

You can charge but this may discourage people from using the service, it may be better to ask for a donation.

Can we ask for donations or a suggested donation?

Yes. It must be a genuine donation – i.e. people don't have to pay the donation to get the advice and people who give a donation don't get preferential treatment.

Ideally donations should be collected by one of the lead volunteers on the group, counted with another volunteer and banked by them. If this is not practical then the service provider could collect them – they should use a receipt book and told to issue receipts for any donations received. Donations should be passed onto the group within 30 days of receiving them.

If any donation is made by a service user to the service provider we would like this to go the provider.

In trust law, if the donor thinks they are giving money to the Society or towards the cost of providing the service then the money must go to the MS Society.

Can Gift Aid be claimed on donations associated with services?

Yes, you can claim gift aid in the normal way providing they are genuine donations i.e. the donation must be entirely voluntary with nothing given in return. The Finance Handbook for Group contains details on how to claim gift aid.

5. Payment

How should we pay the Service Provider?

You should pay the Service Provider via bank transfer or cheque. Avoid suppliers that ask for 'cash only' payments.

6. Managerial and Support Services

- Questions about your Service Provider's insurance are answered in Section 13 'Indemnity and Insurance'.
- Questions about keeping confidential records are answered in Section X

What should you consider when selecting a provider?

You may want to look at a number of service providers, provide them with the SLA and ask for a quote. Our Service Starter Kits contain tools to help you with this.

There are number of things you need to consider when selecting a provider:

- Are they appropriately qualified to carry out the service and do they have a relevant quality standard (see section on quality)
- Will they be able to substitute someone else to carry out the service if they are not able to?
- Do they have the resources to carry out the service?
- Are they VAT registered?
- If not VAT registered then need to make clear that the Society will not meet any future VAT liabilities should HMRC tell the service provider that VAT should have been charged.

What resources are available to us for providing MS awareness training to Service Providers?

These resources can provide your partner organisation with information about MS and its impact. We are hoping to develop new tools to help you provide this training during 2017. We will update this document with details as soon as they become available

How should we correspond with the Service Provider regarding any requests they make or any changes to the service we need to inform them of?

Although it's likely that you will regularly talk to the Service Provider in person (at review meetings) or on the telephone, it is good practice to also keep a written record of any changes or requests between yourself and the Service Provider.

We suggest that communication preferences – email, letter - are discussed and agreed between the group and the Service Provider before the SLA is signed.

7. Safeguarding

Details of the Society's safeguarding policies, procedures and guidance can be found [here](#)

8. Health and Safety

Now that the premises management responsibilities fall to the Service Provider, do we have to do anything?

There is a guidance document for all MS Society groups to follow which lays out their responsibilities. One of these will be to “Adhere to all health and safety requirements as laid out by the Service Provider”.

The MS Society group is also required to check that the venue accessibility is suitable for their specific users as this may vary between groups.

Is our group responsible for any of the equipment that might be used?

No, it will be the responsibility of the Service Provider to ensure all equipment is fit for purpose, and is inspected and maintained in line with the manufacturer’s instructions. They must also be competent to use it and show others how to do the same.

Does we need to have an attendance register?

We will still be asking MS Society groups to keep an attendance register for most services. This is so groups can evidence their average attendance numbers submitted via the Portal.

MS Society groups will also need to provide a named contact (again this information will be entered on to the Portal). The named contact is someone who service users can get in touch with if they have any worries or concerns – details of this process will be shown in the guidance document. This does not have to be the same named contact that appears on the SLA but it may be.

What happens if there is a first aid incident or other emergency?

The SLA template places the responsibility for ensuring systems are in place to cover these eventualities with the Service Provider. The MS Society groups responsibility will be to abide by the Service Providers rules.

Will our group still have to complete PARQ’s and disclaimers?

No, the Service Provider will be responsible for assessing an individual’s ability to take part in their service. They will have their own systems in place and the MS Society group’s responsibility is to follow the Service Providers rules.

Will our group have any health and safety responsibilities?

Yes, they will be responsible for:

- adhering to the Service Providers health and safety requirements
- adhering to relevant MS Society policies such as personal care.
- reporting any incidents or accidents to the health and safety team.
- reviewing the health and safety parts of the SLA annually to ensure that appropriate systems are in place to keep service users safe.

9. Quality

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email quality@mssociety.org.uk.

10. Complaints

NICE guidelines aren't relevant to this service. Is this something that we can remove?

The document gives NICE guidelines as an example (it is an e.g. not incl.) of what a relevant guideline may be, we expect the service provider to be able to assess what the relevant guidelines are or aren't within the context of the service they provide.

As this is an example of a guideline that might be relevant please leave it in.

Where can I find a copy of the MS Society's 'Comments, compliments and complaints' policy

A copy of the MS Society's 'Comments, compliments and complaints' policy and procedure is available on the volunteer website.

11. Review and Monitoring of the service

What is the service review group?

The main role of your service review group is to review the monitoring information and evaluate the service. This will ensure that any issues relating to the service are identified and discussed in a timely way.

What should the service review group be considering at meetings?

Service review meetings should be used to consider:

- whether the service still represents value for money
- whether the service still meets the agreed standards
- how problems have been dealt with
- whether there have been any notable successes that could be communicated more widely or used to build a stronger service
- any changes from either the Service Provider or the MS Society Group that might require a change to the service

What monitoring information do we need from the Service Provider?

You should discuss monitoring with your partner organisation when agreeing the SLA as this will require them to collect this information and provide it to you in this format quarterly. **We can provide a copy of our standard monitoring form to you, please email quality@mssociety.org.uk.**

The monitoring form includes information about how many people were accessed the service since the last review date and what issues they were supported.

The MS Society is currently reviewing the monitoring information we require from our advice partners and it is likely that we will release a new form in 2018; we will update this FAQ document and the volunteer website with further information when this happens.

Why do we need this information and how flexible can we be about it?

Your group needs this information as it allows you to check that the service is being delivered as agreed in your SLA. When this information is compared to information about other similar services throughout the UK the MS Society can

see the 'big picture' impact that our services are having for people affected by MS.

12. No Subcontracting

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email quality@mssociety.org.uk.

13. Indemnity and insurance

What should we do if the Service Provider does not have the level of insurance cover stated in the SLA?

If the Service Provider you have chosen does not have the level of insurance cover stated in the SLA and is not prepared to increase their cover to meet our requirements we would advise that the best solution would be to try find another Service Provide who does hold the correct level of insurance cover.

If there are special circumstances please submit a request for us to consider by emailing quality@mssociety.org.uk

14. Equal Opportunities

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email quality@mssociety.org.uk

15. Data protection

What does 'only processes data in accordance with instructions...' mean?

This refers to the service users consent and the MS Society's consent. If the service user at some point fills in a form saying that they do not want their details passed on to third parties, the Service Provider must ensure that it does not pass on these details.

16. Variation

What is a variation?

A variation is an alteration to the scope of works in a contract in the form of an addition, substitution or omission from the original scope.

When may a variation be (or not be) appropriate?

Variations to the Service Level Agreement may be necessary for various reasons including:

- Non-performance of either party
- significant changes to the uptake of the service
- major development in the way the service is provided.

Variations should not (without the MS Society group's consent):

- Change the fundamental nature of the service
- Omit work so that it can be carried out by another Service Provider.
- Be instructed after completion.

What happens if our group(or the Service Provider) wants to ask for a variation?

Many services will vary from the original design, scope and definition. If it becomes clear that your service requires variation or the Service Provider requests a variation you should meet with the Service Provider to discuss this. At that meeting you may agree to alter some terms in the original agreement if this is the case you will need to document those changes in writing and both parties should sign them to signify that they agree with the changes to the original agreement. In cases where your group and the Service Provider meet and cannot reach an agreement about changing the terms of your original agreement either party may decide they wish to terminate the agreement. If this happens the intention to terminate also needs to be documented. Termination terms are outlined in section 18 of the SLA template.

17. Governing law and Jurisdiction

The template says 'governed by the laws of England' but I am based in Northern Ireland/Scotland/Wales. Do I need to change this?

No, it is still a valid choice to have an English governing law clause even though the services are being provided in another part of the UK. You should not alter this part of the Agreement.

18. Termination of Agreement

We will be adding the answers to questions to the list over time so if you come across a question which is not yet covered please email quality@mssociety.org.uk

19. Signing your SLA

Do we need to inform the anyone before entering into this service?

Under the Society's financial rules (rule 26) additional approval will be required if the total contract value is more than £10,000. Rule 26 of the financial rules appears below:

The additional following approval is required where expenditure is over £10,000 including where a contract has a total value of £10,000:

- For amounts between £10,000 and £25,000, approval is required from the Local Network Manager, Head of Local Networks (in England), Head of Services and Support (Scotland) or Country Director.
- For expenditure between £25,000 and £50,000 approval is required from the Executive Director of Services and Support.
- For over £50,000 special arrangements will apply – contact the Head of Finance.

Who can sign Service Level Agreements?

Every MS Society group has at least three authorised bank signatories who can sign off on bank payments and are required to have a good knowledge of the Society's finance and procurement procedures. Service Level Agreements must be agreed and signed by two authorised signatories and by an authorised representative of the Service Provider.

There may be others closely involved in the drawing up of the Agreement e.g. the group 'Activities Organiser' and even named as the 'Contact Person' for the Agreement, but only authorised bank signatories can sign the SLA.

What should we do with the Service Level Agreement once it has been signed by both parties?

This document contains a checklist for finalising your Agreement. Your group needs to retain the hard copy final of SLA so that you can use it to refer back to when monitoring service levels and making a decision about whether to renew your agreement. A copy of the signed SLA also need to be saved against the relevant service record on the Portal and sent through to MSNC. The different ways of sending this are also outlined on the checklist document.

We're the MS Society.

Our community is here for you through the highs, lows and everything in between. We understand what life's like with MS.

Together, we are strong enough to stop MS.

mssociety.org.uk



Contact us

MS National Centre 020 8438 0700
info@mssociety.org.uk

MS Helpline Freephone 0808 800 8000 (weekdays 9am-9pm)
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