

Support Services Terms and Conditions 09/10 V2

Definitions

1. Cambridgeshire Education ICT Services referred to as 'ICT Service'.
2. The term Client, School or Site refers to the holder of the Service Level Agreement ('SLA').

Terms of Business

This agreement is for a one-year period. Any variation necessary will be advertised six months in advance. Termination is possible by giving six months' notice on either side. Where systems are installed, modified, extended or adapted by the School or a third party, ICT Service may undertake a chargeable 'health check' before adopting the whole (or part) modified system for support purposes. This will be negotiated after an initial ICT Service inspection. Where systems are purchased in full, modified, adapted or extended by ICT Service in association with the School, support agreements can be arranged without further inspection or charge. ICT Service reserves the right to limit or remove support for any aspects of a system changed or adapted by any third party, or where a School demonstrably ignores its responsibilities. The Client system/network is defined as being the Microsoft Windows 2000 (3) server and workstations which are electronically linked together and which are situated within one building or across a series of buildings that share the same postal address, or in the event of a School, share the same DfES number. The term for the service shall not commence until ICT Service has received and accepted the original order form or subsequent renewal forms (as appropriate). The service will be carried out by ICT Service during the hours set out in the ICT Service, Service Level Agreement which may be subject to minor change from time to time. Any cost of carrying out services outside these hours is subject to the discretion of the ICT Service.

Our responsibilities to you

Warranty and ICT Service liability

ICT Service warrants to the Client that it will use all reasonable skill and care in carrying out the service. The Client agrees that ICT Service will not be liable for any loss caused by the Client's failure to perform its obligations as set out or referred to in these Conditions, or for any act of the Client which is in contravention of these Conditions. For the purposes of this sub-clause the acts of British Telecom, NTL Cable & Wireless, IT Net or any other third party (unless specifically authorised by ICT Service to carry out the service on ICT Service's behalf) shall be deemed to be the acts of the Client. The Client agrees that ICT Service will not be liable for the effects of any further virus attack occasioned during an attempt by ICT Service to clean the network from a previous virus attack.

Responding to and resolving your Helpline queries

ICT Service has developed procedures to respond to and resolve your queries to the ICT Service Helpline in a professional and timely manner. We also have a complaints procedure to deal with cases where our response or resolution is not satisfactory.

The following definitions are important:

Response Time (email and voicemail): the elapsed time between the report of an incident to our Helpline and a member of ICT Service staff talking to a member of the School staff.

Resolution Time: the elapsed time between the report of an incident to our Helpline and ICT Service signing off the reported problem as resolved to the satisfaction of both the School and ourselves.

Escalation procedures

At the time of your call, we will ask for your name and school. We will then give you a call log reference number, which you should quote in all future correspondence about the particular problem reported. The nature of your call will be assessed and a decision taken as to whether the matter needs to be dealt with immediately or passed on to an appropriate person (or persons) within ICT Service. Whenever possible, we will try to resolve problems during your call. However, a priority status will be agreed with you according to the following list:

Priority 1 These are generally major problems affecting all school users. ICT Service will deal with your call immediately, giving assistance from the appropriate member of staff, in cases of the following:

- MIS systems disabled for all users
- Internet Access
- File server down or disabled
- Network logging-in problems affecting multiple users
- Total failure of network

Priority 2 Major problems affecting a large segment of users:

- ICT-related problems stopping any school function

Priority 3 Your problem is agreed as not requiring an immediate response:

- ICT-related problems requiring ICT Service support, but which do not stop any school function

Note: Where schools have purchased Standard, Basic CCN, network or hardware maintenance support, they will always be given preferential service when conflicting demands exist.

Target times

General:
To respond to 85% of all emails (except where addressed to individual staff) and faxes within two hours. Some issues have to be passed to third parties for action. In such cases, the target resolution times fall outside those set out below. ICT Service cannot guarantee to contact the school at times when your responsible member of staff is available.

Priority 1:
75% resolution within one working day and 100% resolution within two days.

Priority 2:
80% resolution within two days, 90% resolution within four days and 100% resolution in seven days

Priority 3:
85% resolution within four days, 95% resolution within 7 days and 100% resolution within 15 days

Other assistance

Our website will contain information, support updates and other items of interest. Also, we will keep you informed when problems take longer than expected to resolve.

Monitoring of response/resolution times

ICT Service has a comprehensive call logging system. It also has a telephone management systems to enable calls to be queued at busy times. At all times, ICT Service will make best endeavours to resolve any/all problems.

Your responsibilities

In order for ICT Service to deliver an effective service and carry out the necessary actions, we ask that the school abide by the following conditions. **The School undertakes to ensure all users and support staff have had appropriate training in each of the systems they are required to operate or manage.**

SIMS

If the School is a SIMS user, it must pay the annual *SIMS Maintenance Agreement* charge and carry out upgrades to SIMS software within a reasonable timescale. ICT Service will only support SIMS/MIS on servers or Master machines that meet the recommended spec, operating system and where SIMS is installed and configured by an accredited SIMS support provider. If a system has been corrupted as part of an upgrade or support visit not undertaken by the ICT Service, a charge will be made to reinstall the system. The School must ensure that a competent, trained person makes the call to the Helpline. The School undertakes to ensure all users of SIMS software have had appropriate training in each of the modules they are required to operate.

Anti Virus Protection

The client must ensure that the network is protected against the threat of virus infection by installing and maintaining up to date anti-virus software. A 'virus' shall include, but not be limited to, any virus, worm, Trojan horse or any other contaminant that may be used to access, modify, delete or damage any data files or other computer programs.

Software maintenance

The Client must keep the network current and secure by applying all appropriate ICT Service and/or Microsoft/Novell validated service releases and hot fixes. All software supplied/installed at the time should be the latest tested and approved version. Any/all future software upgrades or releases will be the responsibility of the school.

Acceptable Use Policies

The Client must implement and enforce an *Acceptable Use Policy* for the network and a consistent disciplinary procedure for all staff and students who have access to the network.

Internet (CCN) and Network maintenance

Routers and associated equipment (wireless/leased lines etc) are supported under a Maintenance Agreement with NTL/SERCO and will be repaired/replaced under the terms of the associated Service Level Agreement, should a hardware fault occur. The ICT Service Helpline will arrange for these repairs. **Only suitably qualified ICT support staff are permitted to make changes to the school network.** Failure to follow this advice could lead to serious breaches of network security, which in turn could result in unauthorised access to confidential information. Schools could be liable for the cost of repairs and additional work. A set of *'As Built'* documentation has been provided to each school. This details the school configuration at the time of the initial broadband connection/migration. This documentation will enable ICT

support staff to undertake changes/additions to devices on the school network. **It is the School's responsibility to ensure that this documentation is updated every time a change is made to the original configuration.**

Only accredited cabling contractors can undertake additions/modifications to the cabling infrastructure, failure to comply will invalidate the warranty. For full details visit www.ictid.ccceducation.net > Schools CCN information and Guidance (PDF 225 Kds)

Licensing

It is the Client's responsibility that the network has in force current software licenses for all software on the network.

Admin System Support

In line with County Council policy of best quality, value and standardisation of schools ICT equipment, support of admin and SIMS/MIS through the Admin and Curriculum Support or Admin-Only Support packages only applies to **Dell kit** supplied and installed by the ICT Service. Systems not complying with the above must be declared and a bespoke price negotiated with the ICT Service.

* Also see Education ICT Procurement Service - [Terms and Conditions of Service](#)

Server Maintenance

The Client must securely maintain good quality current backup copies of all network software and data on the contract holder's premises. The contract holder must provide access to current backup copies to ICT Service personnel (and ICT Service authorised third parties) connected with the provision of the service where required. Where no backup exists, the Client will be charged an hourly rate for system reconfiguration, systems installation and any restoration of available data.

Network Access

The Client must permit ICT Service personnel (and ICT Service authorised third parties) connected with the provision of the Service, access to the Client's premises to work on the network where reasonably required.

Remote Diagnostic Service

The Client must also provide access to those areas of the network to ICT Service to enable ICT Service to carry out the remote diagnostic service.

Scheduled Support Visits (Patch visits)

The Client should nominate a Network Manager and a seconded contact that will act as the liaison between the client and ICT Service, as well as the onsite line manager responsible for prioritising maintenance work to be carried out with the designated ICT Service technician. The ICT Service will endeavour to ensure they have the same technician but retain the right to reassign a technician to meet operational requirements. Changing of any scheduled visit dates or times is subject to two weeks notification from the school in writing to the Technical Support Manager.

Server Support

File Server support is subject to the ICT Service having full administrative access to all supported servers. Only ICT Service approved and authorised technical staff are allowed to administer or support servers covered by file server support SLA. All timescales for fixes are given on a best endeavours basis and due to the nature of the software and hardware cannot be guaranteed. In the event of a Server being out of warranty a temporary "hot-swap" is subject to an order for a replacement.

Network Management Training

The Client should take all reasonable measures to ensure that any staff undertaking technical tasks, maintenance or system alterations are appropriately trained and qualified to do so. ICT Service reserve the right to withhold support until such time as they (acting reasonably) are satisfied that any such training requirements have been addressed.

Strategic Change or Pilot Projects

The Client should notify ICT Service before any ICT pilot programs or strategic changes are made to the network. Advance knowledge of planned changes will ensure that ICT Service engineers have current information on the status of the network, helping them to resolve issues affecting the network more efficiently. ICT Service considers strategic changes that significantly alter the network to include:

- Adding a new server to the network
- Changing the configuration or role of a server connected to the network
- Changes to the topology and infrastructure of the network
- **Change of Internet Service Provider or transition to Broadband.**

Network & Systems Documentation

Ensure that any documents supplied by ICT Service relevant to your system(s), its configuration, maintenance or monitoring, are kept safe and available to our staff when visiting your site.

Service Limitations

1. The provision of the service relates only to the network(s) associated with the Client and does not include bodies or organisations sharing the same premises as defined in Terms of Business.
2. General or Admin Support does not include:
 - (a) Assistance with relocation of the network(s) or part thereof.
 - (b) Service resulting from accident, neglect, alterations, improper use or misuse of the network(s) or part thereof.
 - (c) Service necessitated by repairs to the Client's premises, hardware or software attempted by non-ICT Service personnel.
 - (d) Assistance with writing or rewriting any software.
 - (e) Project management.
 - (f) Services relating to any software or hardware that does not appear on the ICT Service Supported Product List (or the interaction of the same with software or hardware provided by ICT Service), except where written agreement for such support has been made.
 - (g) Anti-Virus or system maintenance or hot fixes which are the responsibility of the client as stipulated in 'Your Responsibilities' or support for pilot projects a school might enter without the prior consent of ICT Service.
 - (h) Notwithstanding the above exclusions from the Service, the above services may be available to a Client from ICT Service on request at additional costs and under a separate agreement.

3. Whilst ICT Service will take reasonable steps to remove and remedy the effects of viruses on the network, ICT Service cannot guarantee the removal of any virus and reserves the right to charge for services incurred over and above a period of one hour, such additional chargeable services not to be carried out without the prior consent of the Client.

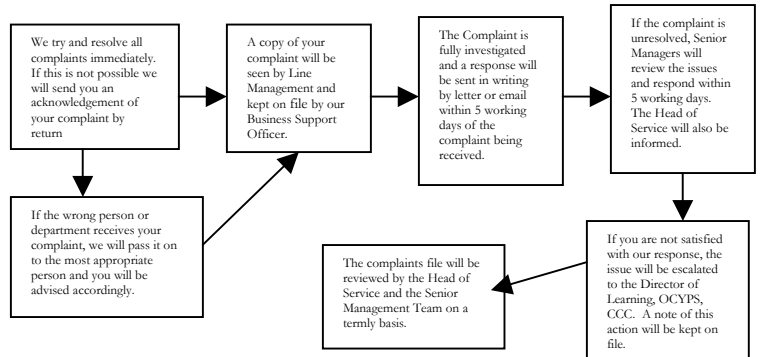
4. Where the School has employed the services of a third party commissioning agent to install, commission, relocate part of the network or implement any pilot programs without the agreement of ICT Service. ICT Service may request, at its discretion, that a chargeable network survey is conducted prior to continuing offering support and advice.

5. No software licence of any sort is granted to the Client on software provided as part of the remote diagnostic service to the Client and the Client is not permitted to use in any way any software resident on the network, which may be provided as part of the service.

6. ICT Service may at its discretion remove at any time any software referred to in 'Your Responsibilities' from the Client's network. This provision shall override any conflicting provision in any software licence agreement provided to the Client in connection with the service.

Complaints procedure

The ICT Service seeks to provide you with a quality service. Sometimes things go wrong. When this happens we depend on your feedback to ensure our quality of service is adhered to. If you have a complaint we would urge you to put this in writing to us so we can fully investigate the issues thoroughly and fairly. Please see the flow chart below to see how we would deal with your complaint. [Education ICT Service Customer Survey](#)



Miscellaneous

1. ICT Service shall be fully entitled to use in any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in course of performing the services.
2. Any equipment provided by ICT Service is provided only for the purposes of providing the service and no title or ownership in the same shall pass to the contract holder.