



School ICT Support Contract

ICT Consultancy, Technical, Audio Visual and Management Information Systems.

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ICT Core Services

Compass Learning Partnership ICT Support service is a customer focused service with the overall aim to give best advice and assist with the use of ICT in the pursuit of excellence in school to impact on all teaching and learning.

The school IT Support contracts consists of scheduled technician visits to your school, the regularity of which is governed by the SLA level the schools sign up to. Compass Learning Partnership does offer additional services for schools that feel they need to add on top of the core support. Please see our ICT Support Packages for more details.

Compass Learning Partnership offers various levels of support to meet your school needs, the core services are based on the following services:

- Scheduled visits – On site attendance at your school from our experienced and friendly Technician
- Help Desk – Unlimited helpdesk remote and telephone support from 08:30am – 4:30pm Monday to Friday.
- Web Helpdesk – a web based helpdesk system which is managed by Compass Learning Partnership.
- ICT Consultancy - Our consultancy service gives you a base line report and make further suggestions on improving the current technology and keeping you up to date with emerging technologies for future strategic plans.
- Hardware maintenance, troubleshooting and repair
- Server management and maintenance
- Support Pcs, Laptops, Printers, Interactive Whiteboards, Projects, network devices and other ICT peripherals.
- Support for London Grid for learning portal and internet connectivity.
- Network support and management of security, software and services.
- Support for wired and wireless networks.
- Liaison on behalf of the school with 3rd party suppliers and contractors.
- Installation, upgrade and support for SIMS & FMS software (if admin support is required as part of support contract).

Services Outside of the SLA

- Web design and development
- Network cabling and Installation
- ICT build projects
- Installation of Classroom Audio/Video solutions
- Installation of wireless network infrastructure
- Installation of IP monitoring and surveillance systems

These services are not provided as part of the SLA, however they can be arranged with us as an addition.

Client Responsibilities

To ensure the service provided with accordance to terms of this agreement, the client has to provide and conform to the following:

- A nominated person as a main point of contact.
- Use the Web Help Desk to log all IT issues such that all parties involved have a clear record issues logged and the progress of each ticket.
- Ensure straightforward, unimpeded access to equipment and network. (*Impeded access will result in delayed response / resolution*);
- Allow remote access to the school's network through the approved remote access solution;
- Provide an approved email account for communications.
- Ensure that appointments made for staff to attend on-site are honored, advising the Help Desk in a timely manner when appointments need to be changed;
- Follow best practice in acceptable use and data handling policy and procedures;
- Ensure that staff receive adequate training. Training will not be provided via the Help Desk.
- Give a period of notice of at least 7 days where additional annual consultation visits are required.
- Ensure the school has an internet service provided with appropriate security measures and to allow efficient and effective remote support.

SIMS Support

We do not directly support SIMS however, if schools have a Capita contract the service is happy to support software installation and management.

PRICING OPTIONS

ICT Support Packages 2019/2020

<u>Description</u>	<u>Unit Price</u>
<u>One Year Support excluding SIMS Support</u> Remote Support during working day Helpdesk Fault Log Set Up and daily check/response 11 Network Manager Visits over 12 months* 38 Technician Visits over 12 Months	£11,700
<u>One Year Support excluding SIMS Support</u> Remote Support during working day Helpdesk Fault Log Set Up and daily check/response 6 Network Manager Visits over 12 months* 20 Technician Visits over 12 Months	£8,300
<u>One Year Support excluding SIMS Support</u> Remote Support during working day Helpdesk Fault Log Set Up and daily check/response 3 Network Manager Visits over 12 month* 38 Technician Visits over 12 Months	£10,460
<u>One Year Support excluding SIMS Support</u> Remote Support during working day Helpdesk Fault Log Set Up and daily check/response 3 Network Manager Visits* 10 Technician Visits over 12 Months	£4,600
<u>One Year Support excluding SIMS Support</u> Remote Support during working day Helpdesk Fault Log Set Up and daily check/response	£3,340
Network Manager ONE OFF call out charge per day (6.5 hours)	£435.00
ICT Technician ONE OFF call out charge per day (6.5 hours)	£330.00

The equivalent hourly rate for ICT Technician in one year packages is £50.77

The equivalent hourly rate for Network Manager in one year package is £67.00

A discount is available for 3 year support package rates.

1 visit is the equivalent of 6.5 hours support and each visit is a full day visit unless agreed prior with the Technician/Network Manager

One Year Support packages will be subject to an annual rate of inflation rise in April each year.

*Network Manager Visits will include Network Manager remote support for complex technical support.

These costs are subject to VAT at the standard rate.

AGREEMENT FORM

Name of School:.....

School Address:.....

.....

.....

School Contact:

School Tel #:

Email address:

1st Choice day for Tech Support _____

Signed _____ Date _____
On Behalf of the school

Signed _____ Date _____
On Behalf of The Village School

Your school will be invoiced within 14 days of receiving this completed SLA application and payments are required in full within 30 days from date of invoice.

For Use Only:
SLA Reference Number _____ Date -----

Leading the way in ICT support for education

Name of School:.....

ICT Support Packages Agreement 2019/2020

Description	Unit Price
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One Year Support packages will be subject to an annual rate of inflation rise in April each year.

*Network Manager Visits will include Network Manager remote support for complex technical support.

All costs listed above are subject to VAT and the Standard T&C's as attached.

Terms and Conditions

1. GENERAL

- a. This agreement and the schedule hereto and any quotations referred to constitute the entire agreement between Compass Learning Partnership and the Client with regard to the provision of the Individual or Individuals to provide the Services and shall be governed by the Laws of England.
- b. The rights of the Client hereunder shall not be assigned without the prior consent of Compass Learning Partnership who shall be obliged to give any reason for withholding such consent.
- c. In this agreement the term “The Client” means, its direct and indirect subsidiaries, its intermediate and ultimate holding companies and the direct and indirect subsidiaries of such holding companies worldwide.
- d. If the Client shall at any time during this agreement engage, employ or utilise the services of or introduce to another employer, either temporarily or permanently, directly or indirectly any person, including but not limited to the individual, supplied under this agreement then the Client shall pay Compass Learning Partnership the sum equivalent to six months of their SLA contracted agreement figure.
- e. The Client acknowledges and accepts that Compass Learning Partnership may propose a replacement to perform the services in substitution for the named Individuals but that any such substitute will only be accepted if approved by the Client and Compass Learning Partnership.
- f. The Services will be performed at the School Address.

2. DURATION

- a. The date of commencement of the provision of the individual and the duration of the same are as set out in the Schedule.
- b. The duration of the contract will be a rolling 12 months period. 90 working days termination notice is required in writing from the client, prior to the end of the contract. These terms and conditions shall unless excluded in writing, be deemed to an extended contract for a further 12 months.

3. EXCLUSIONS

- a) Whilst every effort is made by Compass Learning Partnership to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from its employees or sub-contractors no liability will be accepted by Compass Learning Partnership for any loss (including consequential or economic loss), expense damage or delay arising from the act of omission , negligence or otherwise, of Compass Learning Partnership or its employees or sub- contractors other than liability for death or personal injury caused by negligence, liability for which he is not excluded and is cover through RPI.
- b) The Client may not enter into direct negotiations with Compass Learning Partnership Individual staff with regards to charges, income, contract duration or termination or any other matter relating to this agreement save as is expressly allowed for within this agreement.

4. STANDARDS AND SUPERVISION

- a) The Client undertakes to liaise with and give guidance to the Individual sufficiently to ensure The Client’s satisfaction but if the services of the Individual can be shown to be unsatisfactory during the term of this agreement the Client may request, in writing, the removal of the unsatisfactory Individual. The Client will be liable to pay for the full number of working days completed by the unsatisfactory Individual up to the date of the said request.

- b) In the event of the Client making a request pursuant to Clause 4.a) Compass Learning Partnership has the right to provide a replacement acceptable to the Client, with suitable experience and competence, but if Compass Learning Partnership is unable to provide a replacement within 14 days of said proof of the unsatisfactory working of the original Individual, the Client may at his discretion terminate this agreement forthwith.
- c) The Client agrees to comply with all applicable statutes, by laws and legal requirements to which The Client is subject in respect of personnel supplied by Compass Learning Partnership, including the individual, except in respect of tax and insurance contributions.
- d) Compass Learning Partnership will procure that in the provision of the Services The Individual will apply with all applicable laws, rules and regulations specified by The Client (including rules and regulation in respect of any statutory obligations, data protection, health and safety and security).

5. REMITTANCE & BILLING

- a) The Client agrees to pay the charges set out in the Schedule which charges shall be invoiced yearly in advance (or otherwise by arrangement with The Village School in writing) to The Client by Compass Learning Partnership. The said charges are payable by The Client within 28 days of the date of the said invoice. Interest shall be payable on overdue accounts at the rate of £50 from day to day from the due date for payment and every 14 days until receipt by for the Full amount, whether before or after judgement. In addition, The Client shall reimburse Compass Learning Partnership for any expenses reasonably incurred by Compass Learning Partnership in the collection of such overdue payments.
- b) The Client agrees to accept a weekly timesheet (or where applicable project reports) signed by the Clients representative as proof of satisfactory work for the hours set out in the time sheet.
- c) Any Excess Standard Service Week fee shall apply in respect of hours worked by the Individual outside the SLA and which The Client and the Individual have mutually agreed. Expenses incurred by the Individual, which have been authorised in advance by The Client and which are supported by valid receipts shall also be charged. All charges are subject to the addition of such taxes and duties as may from time to time be imposed by local national governments.
- d) There shall be no offset against amounts due to the Compass Learning Partnership under this Agreement on account of any other engagement.

6. CANCELLATION OF BOOKED VISITS

- a) The client is required to give Compass Learning Partnership at least 48 hours notice for cancellation of any booked SLA visits. Failure to do this will result in a visit being lost.

7. TERMINATION

- a) Any notice required must be sent by email, pre-paid registered or recorded delivery post sent to Compass Learning Partnership, addressed at their last known address or place of business and shall be deemed to be served on the day that it is received.
- b) The agreement, may be suspended if Compass Learning Partnership are unable to commence, continue or completely perform its obligations by reason of force majeure including, without limitation, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, British Government action or any cause whatsoever (whether or not of similar nature to the foregoing which is not within its control provided that notice is promptly given to The Client claiming suspension and stating the event relied upon. If suspension is claimed by Compass Learning Partnership. The Client will not be liable for standard charges set out in the Schedule for the period of any such suspension except in the specific cases of strikes, lock-outs, or non-payment of invoices, where the standard hours as set out in the Schedule will be assumed to have been worked and will be invoiced for accordingly.
- c) This agreement covers a full 12 month period commencing _____ for the respective year as detailed herein. Full advanced payment confirms the Clients intent to commit to the service as detailed for the full period and for which no refund can be awarded by the Company for early termination of the contract by The Client unless in relation to clause 7b.
- d) This agreement shall be renewable (at a revised cost) at the end of the current term for a successive

12 months term unless either party gives written notice of its intention not to renew 90 working days before expiration of the current term (unless otherwise varied by the special terms & conditions).

- d) Termination of this agreement under any of the provisions hereof shall be without prejudice to the rights of the parties hereto, arising prior or as a result of, such termination.
- f) Notwithstanding anything herein contained Compass Learning Partnership shall be entitled to terminate this agreement by notice in writing to The Client if The Client shall commit or allow to be committed any breach of any terms of this agreement and shall fail to remedy any such breach within seven day's notice by The Village School to The Client requiring remedy of the same. Any charges falling due and payable to The Village School at the date of the termination shall be paid forthwith.
- g) If any action, application or proceeding is taken in respect of The Client for
 - (i) A voluntary arrangement or composition or reconstruction of its debts;
 - (ii) The presentation of an administration petition
 - (iii) Its winding-up or dissolution
 - (iv) The appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or
 - (v) Any similar action, application or proceeding in any jurisdiction to which it is subject or it is unable to pay its debts, The Village School may without prejudice to any of its other rights by notice in writing to The Client, forthwith determine this agreement.

8. PRIVACY STATEMENT

- a) The term "Confidential Information" shall mean any information in any form emanating, directly or indirectly, from The Client or any other member of The Clients group and shall include any complication of the otherwise public information in a form not publicly known.
- b) It is understood that the term "Confidential Information" does not include (i) Information which is publicly known at the time of disclosure; (ii) Information which, after disclosure by The Client becomes publicly know other than through a breach of contract; (iii) information which Compass Learning Partnership can show was known to it prior to its disclosure by The Client; (iv) information which Compass Learning Partnership can show was developed independently by members of its own staff who were not aware of the content of the information disclosed to Compass Learning Partnership; (v) information which Compass Learning Partnership can show was made available to it by a third party who had a right to do so and who was not imposed on Compass Learning Partnership any obligation of confidentiality.
- c) Copyright and other industrial and intellectual property rights in all work (including all work of a preparatory nature) developed or created from such work performed by "The Individual" for "The Client" shall belong to "The Client".
- d) Compass Learning Partnership acknowledges that The Client has a proprietary interest in maintaining the confidentiality of the information and undertakes that both during and after termination of the agreement, it will not disclose the confidential information or use that information for any purpose.
- e) Compass Learning Partnership acknowledges that any papers, documents, drawings, other printed or written patter, samples, computer software or equipment supplied to it by or on behalf of The Client and any such items prepared by or on behalf of Compass Learning Partnership of the Individual in connection with the performance of Compass Learning Partnership's obligations under this agreement are and will be the sole and exclusive property of The Client. Compass learning Partnership undertakes to return all such items to The Client on completion of the work or such earlier date as The Client may specify together with any copies thereof, which may then be in its possession.

9. ADVISORY

- a) The Client is aware and accepts that Compass Learning Partnership is entitled to seek, apply for and accept contracts to supply services to other parties during the currency of this agreement,

provided that it does not compromise Compass Learning Partnership's ability to deliver the Services or is otherwise in breach of its agreement with Compass Learning Partnership.