

**SERVICE LEVEL AGREEMENT**  
**BETWEEN**  
**SCOTTISH MINISTERS**  
**AND**  
**SECRETARY OF STATE FOR THE MINISTRY OF DEFENCE**  
**IN RESPECT OF**  
**YOUNG CARER GRANT**

**V1.0**

<b>Key personnel</b>	<b>Name</b>	<b>Role</b>
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**Document change control**

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## 1. PARTIES

1.1 This Service Level Agreement (hereafter referred to as “this Agreement”) is entered into between the Secretary of State for the Ministry of Defence of Whitehall, Westminster, London SW1A 2HB (“**MoD**”) and the Scottish Ministers acting in some instances through Social Security Scotland of Victoria Quay, Edinburgh EH6 6QQ (“**SM**”).

## 2. SCOPE AND PRINCIPLES

2.1 This Agreement sets out the provisions of the relationship between SM and MoD in connection with Young Carer Grant (YCG) which will be paid to residents in Scotland anticipated to be from 21 October 2019 and the services MoD will provide.

2.2 The Services are described in **Annex 1** (Outline of Services) which sets out the services MoD will provide.

2.3 MoD and SM shall work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.

2.4 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the service in so far as relevant.

2.5 Each party will act transparently and will work in a practical way in regards to reaching mutual agreements on any issues that may arise.

## 3. DURATION

3.1 This Agreement shall become effective on the coming into force of the Young Carer Grant (Scotland) Regulations 2019 anticipated to be on 21 October 2019 (the “**Commencement Date**”). Subject to termination by either party it shall remain in force for an indefinite period. This Agreement is subject to review by the parties on or before the date twelve (12) months after the Commencement Date.

3.2 This Agreement may be varied by mutual written Agreement of each party at any time during the term. Variations to this Agreement will be agreed by each party (in writing) and no work will be undertaken until principles for funding the work are agreed. For the avoidance of doubt, any variations agreed between the parties must be effected in writing and shall form an amendment to this Agreement.

3.3 In the event of MoD or SM choosing to terminate this Agreement, MoD and SM shall prepare and agree an appropriate exit plan for the termination of the Services which will seek to ensure no impact on services.

3.4 Each party will provide twelve (12) months’ notice of termination.

#### 4. DERIVATION

4.1 This Agreement is to be read in conjunction with the following documents, insofar as they are not replaced or terminated in the future:

Document	Version/Date
Memorandum of Understanding and Supplementary Agreements on Devolution between the United Kingdom Government, the Scottish Ministers, the Welsh Ministers, and the Northern Ireland Executive Committee <b>(MoU on devolution)</b>	2013
Data Processing Agreement (Joint Controllers) (GDPR) between the Secretary of State for the Ministry of Defence and Scottish Ministers	2019

#### 5. REVISION TO THIS AGREEMENT

5.1 MoD agrees to inform SM as soon as reasonably practicable in advance of any potential changes that may impact on or require changes to the Services.

5.2 Each party would need to agree whether a revision to this Agreement is required. Subject to Section 3.2 above.

5.3 Any mutually agreed minor changes or amendments, will be dealt with through normal means of communications via the single point of contacts (“SPoCs”). SPoCs for each party are as follows:

SG SPoC	MoD SPoC
[REDACTED]	[REDACTED]

5.4 Where more significant change is required the SPoCs will apply the appropriate Business as Usual (BAU) change control processes. Where the change is agreed it will be incorporated into this Agreement as an amendment following any review.

#### 6. DISPUTES

6.1 If either party has any issues, concerns or complaints about the SLA, or any matter in this SLA, that party shall notify the other party and the parties shall, acting in good faith, seek to resolve the issue by negotiations between themselves. If the issue cannot be resolved, the matter shall be escalated to the SPoCs below who shall advise on the appropriate course of action to take.

<b>SG SPoC</b>	<b>MoD SPoC</b>
[REDACTED]	[REDACTED]

## 7. ROLES AND RESPONSIBILITIES

7.1 SM will as set out in this Agreement:

7.1.1 Inform MoD as soon as reasonably practicable if they become aware of any deficiency in the quality of Services delivered under this Agreement and take steps to resolve such issues.

7.1.2 Work in partnership with MoD in respect of any potential changes to the delivery of YCG as these may impact on the Services.

7.1.3 Be responsible for the effective identification and management of risks arising from the delivery of the Services.

7.2 For the avoidance of doubt, each party acknowledges that SM shall at all times retain responsibility for the delivery of YCG.

7.3 MoD shall deliver the Services in accordance with the terms of this Agreement to:

7.3.1 Work in partnership with SM in respect of any potential impacts and changes that may affect or require changes to the Services.

7.3.2 Inform SM as soon as reasonably practicable if they become aware of any deficiency in the quality of Services delivered under this Agreement and take steps to resolve such issues.

7.3.3 Be responsible for the effective identification and management of risks arising from the delivery of the Services.

## 8. SERVICE DELIVERY STANDARDS

8.1 The Services will be delivered in accordance with the Service Delivery Standards set out below;

8.1.1 MoD and Social Security Scotland Agent to Agent enquires will be dealt with through a dedicated telephone line as detailed in **Annex 1**. All incoming and outgoing calls will be recorded by Social Security Scotland. All incoming calls will be recorded by MoD.

8.1.2 A list of agents will be provided to MoD. MoD will check the name on the list and request an email to be sent to a dedicated email centralised in-box [REDACTED] to confirm identity.

8.1.3 The Maintenance of Social Security Scotland Nominated Contacts List will be as follows:

8.1.3.1 Social Security Scotland will create and maintain the list and update MoD accordingly via SPoCs. It will detail client advisers, team managers, and performance managers who have relevant permissions to contact MoD.

<b>SG SPoC</b>	<b>MoD SPoC</b>
<b>[REDACTED]</b>	<b>[REDACTED]</b>

8.1.3.2 The list will be reviewed monthly for new joiners, leavers, change of job roles and updated and shared with MoD on the first day of every calendar month.

8.1.4 The agent to agent service will be available from 08:00 – 17:00 Monday to Friday excluding Bank Holidays.

8.1.5 Where the Social Security Scotland Agent cannot verify the required information by use of CIS then SG will contact MoD via the dedicated telephone line to:

8.1.5.1 Confirm the benefit status of the Cared for Person and confirm Cared for Person is entitled to Armed Forces Independent Payment (AFIP) or War Disablement Pension. See Annex 1.

.2 Escalation will be between SPoCS at Team Management Level between Social Security Scotland and MoD Operational Teams in appropriate cases including, but not limited to, where:

8.2.1 Service Delivery Standards have not been met.

8.2.2 When Agent to Agent enquires cannot be answered in real time.

## **9. MANAGEMENT REVIEW**

9.1 Each party will act transparently and will work in a practical way in regards to any issues that may arise in the spirit of co-operation, trust, respect and confidentiality. In general the working arrangements covered by this Agreement should be reviewed at least every twelve (12) months during the period this Agreement is in place, this may involve meetings between each party at a working level.

## **10. EVALUATION**

10.1 Each party agrees that no personal data will be shared for the purposes of evaluation.

10.2 SM will be wholly responsible for the evaluation of YCG. Each party will work together to ensure the agreed service standards are delivered.

## **11. SERVICE DESIGN AND DELIVERY**

11.1 It is understood by each party that this design of the Services will evolve. Each party agrees to inform one another as soon as reasonably practicable of any changes in supporting legislation to YCG that may impact on or require changes to the Services.

11.2 SM will deliver the YCG while seeking continuous improvement in delivery as part of BAU processes.

## **12. FINANCIAL ARRANGEMENTS**

12.1 There are no charges associated with this agreement.

## **13. AUDIT ARRANGEMENTS**

13.1 MoD and the SM will abide by the principles of audit and accountability as set out in the document 'Scottish Devolution: A Framework for Audit and Accountability.

13.2 MoD and SM remain subject to their overall existing accountabilities to the UK and Scottish Parliaments, and their associated audit bodies.

## **14. DATA PROCESSING**

14.1 Further details of the data controller and roles and responsibilities of SM and MoD in relation to the sharing of personal data are set out in the Data Processing Agreement (Joint Controllers) (GDPR) between the Secretary of State for the Ministry of Defence and Scottish Ministers.

## **15. FREEDOM OF INFORMATION REQUESTS, PARLIAMENTARY QUESTIONS, MINISTERIAL CORRESPONDENCE AND 'TREAT OFFICIAL' CORRESPONDENCE**

15.1 Each party is to follow existing processes and obligations for requests to that party.

15.2 Each party will assist and cooperate with each other where appropriate to enable each to meet its obligations.

15.3 This Agreement does not supersede any legal obligations under the Freedom of Information Act 2000 (FOIA) and the Freedom of Information (Scotland) Act 2002 (FOIS)



## **16. RIGHT OF ACCESS REQUESTS**

16.1 The parties will work together when appropriate and are expected to comply with the Data Protection Act 2018 and EU General Data Protection Regulation and must respond to right of access requests accordingly.

16.2 YCG Right of Access Requests (RAR) received by MoD will be returned to sender with details of the correct address as soon as reasonably practicable.

## **17. BUSINESS CONTINUITY**

17.1 If MoD or Social Security Scotland business continuity plans are invoked which affect the Services, the party invoking their business continuity plan will advise the other party of the issue, impact and resulting action as soon as reasonably practicable. Individual continuity plans are in place in MoD and SM (and in some instances through Social Security Scotland).

## **18. TECHNICAL CAPABILITIES**

18.1 Each party will, as soon as reasonably practicable, inform the other party of any proposed changes to its IT environment that would impact on the delivery of YCG. Each party will thereafter co-operate with the other to minimise the impact that such changes may have on YCG.

**SIGNATORIES**

**Signed by: [REDACTED]**

**Print name: Andy Dowds, Head Veterans UK**

**Date: 02/10/2019**

A duly authorised officer for Secretary of State for the Ministry of Defence

**Signed by: [REDACTED]**

**Print name: James Wallace, Deputy Director, Finance and Corporate Services, Social Security Scotland**

**Date: 02/10/2019**

A duly authorised officer for and on behalf of the Scottish Ministers

**ANNEX 1 – SOCIAL SECURITY SCOTLAND CONTACT WITH MINISTRY OF DEFENCE**

**[REDACTED]**

## ANNEX 2 - GLOSSARY OF TERMS

Annex defines various words, abbreviations and phrases which have specific meanings in the context of this Agreement. Unless otherwise provided or the context otherwise requires, the following expressions shall have the meanings set out below.

<b>AFIP</b>	Armed Forces Independent Payment
<b>BAU</b>	Business as Usual
<b>CAA</b>	Constant Attendance Allowance
<b>CIS</b>	Customer Information System also known as 'Searchlight'
<b>DSA</b>	Data Sharing Agreement
<b>Exceptional Cases</b>	Special Customer Records, Unacceptable Customer Behaviour or any other restricted access case
<b>FOI</b>	Freedom of Information
<b>MoD</b>	Ministry of Defence
<b>Service Delivery Standards</b>	The service delivery standards to be met by MoD for the delivery of the Services as set out at Paragraph 7.
<b>Services</b>	Has the meaning set out in Para 2
<b>SG</b>	Scottish Government
<b>SLA</b>	Service Level Agreement
<b>SM</b>	Scottish Ministers
<b>SPoC</b>	Single Point of Contact
<b>SSS</b>	Social Security Scotland
<b>YCG</b>	Young Carer Grant