



Ministry of Justice and Territorial Offices associated separate Service Level Agreements

Table of Contents

SLA for Estates Managed Services (WO/SO)	3
SLA for Financial Services (WO/SO)	13
SLA for Information Assurance (WO/SO)	26
SLA for Corporate Security and Business Continuity (WO/SO)	33
SLA for Health and Safety (WO/SO/NIO)	40
SLA for Internal Audit (WO)	44
SLA for Internal Audit (NIO)	52
SLA for Internal Audit (SO)	60
SLA for Procurement Services (WO/SO)	68
SLA for IT Services (WO)	75
SLA for Welsh Language Translation Services (WO/SO/NIO)	80
SLA for Human Resources/ Shared Services (WO/SO/NIO)	84
MOU on Employment and People Issues (SO)	88
MOU on Employment and People Issues (WO)	95



**SCOTLAND OFFICE/OFFICE OF THE
ADVOCATE GENERAL/WALES OFFICE
(TERRITORIAL OFFICES)**

AND

MINISTRY OF JUSTICE

**SERVICE LEVEL AGREEMENT FOR THE
PROVISION OF MANAGED ESTATES SERVICES**

Service Level Agreement (SLA) dated 1st April 2011

BETWEEN:

1. Scotland Office

Dover House
Whitehall
London
SW1A 2AU

2. Wales Office

Gwydyr House
Whitehall
London SW1A 2NP

Discovery House
Scott Harbour
Cardiff
CF10 4PJ

AND

3. The Ministry of Justice (MoJ)

102 Petty France
London
SW1H 9AJ

For Ministry of Justice:

Signed by Head of Facilities Management on behalf of the Ministry of Justice

.....

Name:

Position:

For Scotland Office:

Signed by:

.....
Name: [REDACTED]

Position:.....

For Wales Office:

Signed by:

.....
Name: [REDACTED]

Position:.....

This Service Level Agreement can only be changed by joint written agreement by Scotland Office/Wales Office and the Ministry of Justice.

SECTION A - Contract Details

Scotland Office Representative is: [REDACTED]

Wales Office Representative is: [REDACTED]

The MoJ's Representative is: [REDACTED] - Workplace Manager

The Commencement Date is: 1st April 2011

Duration of the Agreement:

This SLA comes into effect on 01 April 2011.

This SLA will be reviewed each year and at any other time when circumstances require.

Variations to this SLA may be negotiated at any time during its term.

1. Roles and responsibilities

The Scotland Office, Wales Office and the Ministry of Justice are separate departments of State, each responsible to their own Secretary of State. The Scotland Office is separately funded from the Ministry of Justice and holds leases to property in London and Edinburgh. The Wales Office is also separately funded from the Ministry of Justice. Both the SO and WO are responsible for fulfilling their respective leasehold obligations and statutory obligations in respect of building maintenance.

The Ministry of Justice provides Estates Services to the Scotland Office in respect of Scotland Office's London premises only and to the Wales Office for both their London and Cardiff buildings.

The Scotland Office and the Wales Office are responsible for any breaches of lease obligations or statute that are a consequence of their failures to implement MoJ advice properly.

2. Managed Service Performance Review and Management Reporting

Performance reviews will be held quarterly and attended by the MoJ Facilities Management Representative, and the Scotland and Wales Office Representatives. Scotland Office and Wales Office reserve the right to arrange additional meetings with the MoJ to discuss management of the Services covered by this Agreement.

The Facilities Management Representative will collate management information relating to the Services, for review at the quarterly Scotland Office meetings, including:

- Number of calls logged at each level of severity
- Rectification times – which are to be met 90% to target time

Management information is to be supported by verified logging of calls to the helpdesk, where relevant.

3. Dispute Procedure

The Facilities Management Representative and Scotland Office/Wales Office Representatives shall attempt in good faith to resolve any disputes in connection with this Agreement. If the dispute cannot be resolved by the Representatives, the management structure of both parties will be used as a basis for escalation. Management structures and contact points are detailed in Section B (page 10).

4. Changes to the Provision of the Services

MoJ Facilities Management will manage any variations to the service levels, incorporating requests made by Scotland Office or Wales Office.

The Scotland Office/Wales Office Representatives will be the main point of contact for the Facilities Management with regards to the service levels.

Scotland Office/Wales Office will notify Facilities Management of requested changes to service levels through the Change Request to Contract Process. Variations will not be implemented until a Change Request has been completed and a Change Request to service level, detailing any quality or cost implications, has been agreed by both parties.

Either Scotland Office/Wales Office or Facilities Management may, without invalidating this Agreement, request a change in the Services by issuing a Change Request or by request at review meetings, followed by a Change Request.

Any proposed changes by Facilities Management to the Agreement, which will have an impact on the delivery, quality or cost of the Services to Scotland Office/Wales Office, must also be approved through the Change Control Process. If Facilities Management wishes to vary any service levels, the Scotland Office representative must be consulted and written agreement reached.

On receipt by Facilities Management of a Change Request issued by Scotland Office/Wales Office, Facilities Management will provide within five (5) Working Days, * a reasonable estimate of:

- i) The change in the fee (if any) which it believes would occur as a result of the change together with a reasonably detailed breakdown of the manner in which such estimate was calculated; and
- ii) The time it requires to implement such change.

In the event that Scotland Office/Wales Office wishes to proceed with the proposed change, an authorised representative of both parties will sign the Change Request to the service level. Facilities Management shall then implement the proposed change and any MoJ fee shall be adjusted accordingly.

*This process may take longer than 5 days, where a Sub-contractor is required to quote for the change. In that case, a timetable will be agreed between Facilities Management and Scotland Office/Wales Office within five (5) working days.

Scotland Office or Wales Office will consult the MoJ Facilities Management Representative should it wish to procure any of the agreed services from another supplier, or to alter previously agreed arrangements with suppliers/contractors/consultants. The MoJ Facilities Management Representative will inform Scotland Office or Wales Office if the proposal is prohibited contractually and the Offices will take every step necessary to adhere to the contracts. Otherwise the Scotland Office and Wales Office will, after full consultations with the MoJ Facilities Management Representative, be responsible for making their own decisions as to how they can secure value for money in achieving their accommodation objectives.

5. Description of Services:

The MoJ will arrange the provision, continuity and management of the Services listed below for Dover House, Gwydyr House, and Discovery House (and any successor buildings occupied by the Offices in London and Cardiff). The Scotland Office/Wales Office will pay the contractual charges of any external contractors, or any variations to those charges that may be agreed between the Scotland Office/Wales Office and the contractor. It will not pay for the time of MoJ officials overseeing those contractors or providing advice.

MoJ will not incur expenditure on behalf of Scotland Office/Wales Office without the prior agreement of the Scotland Office/Wales Office.

MoJ will respond to requests for information, guidance or assistance from the Scotland Office/Wales Office within a reasonable time.

MoJ will provide the Scotland Office/Wales Office with those parts of the contracts which describe the services contractors are contracted to provide to the Scotland Office/Wales Office and the associated price schedules.

MoJ will inform the Scotland Office and the Wales Office about any planned changes in contractual arrangements and consult the Scotland Office and Wales Office when drawing up specifications for services which will be provided under contract to the Scotland Office or Wales Office.

The Scotland Office and the Wales Office will continue to use MoJ contractual arrangements and frameworks to maintain their London buildings (and also Cardiff building in the case of the Wales Office) on the same terms as if they were MoJ core estate buildings except where there is an explicit agreement between MoJ and the Scotland Office or Wales Office to use another or other contractors in respect of the following services:

Hard FM
<i>Mechanical & Electrical</i>
Reactive Maintenance
Bulk Maintenance
Planned Preventative Maintenance
<i>Building & Civil Engineering</i>
Reactive Maintenance
Bulk Maintenance
Handyman
Soft FM
<i>Security</i>
Security Personnel
Cleaning Services including Staff and Management costs
Reactive Cleaning
Supply of cleaning consumables and janitorial supplies
Periodic Cleaning
Pest Control
Window Cleaning
Portering
Waste Management including recycling and confidential shredding
Medical Waste
Feminine Hygiene
Grounds Maintenance
Internal Plant & Displays
<i>Water Filter Machines</i>
<i>Estates Contract Management</i>
<i>Managing Agent Contract Management</i>
<i>Reprographics</i>
<i>HQ Helpdesk</i>

6. Description of services 2

HQ Helpdesk

- Scotland Office/Wales Office staff may call the HQ Facilities Helpdesk on 020 3334 3365 to log a call or email hqfacilities.helpdesk@justice.gsi.gov.uk
- Once a job has been logged, an email will be sent to the caller with a Heat Reference Number
- Once a job has been completed, a notification will be sent to the MOJ Workplace Manager
- The helpdesk is manned from 0800 to 1800 hours during working days. Any calls made outside these hours will automatically direct to Security Front desk who will contact the appropriate contractor

All maintenance jobs have a 5 Day attendance, other service response time are noted within each relevant section of this document.

Emergency or Business Critical jobs are attended within 1 Hour

The requirements for contacts within Scotland Office/Wales Office for the MOJ to confirm that the problem has been logged and for receiving status updates will depend on the type of problem as detailed in the table below.

Severity of Problem	Description	Example	Attendance	Notification Requirements
Level 1	Minor issue	Blocked toilets	Within 5 Days	Caller
Level 2	People related issues	Lift has broken down (lift unoccupied)	Within 5 Days	Caller
Level 3	Emergency	Breaches of security	Within 1 Hour	Representative
Level 4	Business Critical	Piece of cladding fallen off side of building	Within 1 Hour	Representative

The ways in which logged calls are dealt with will depend on the problem type. The MOJ and Scotland Office/Wales Office personnel to be contacted for the different severity of problem types are detailed in the process below:

The following will be established by MOJ personnel during the initial call:

- What action or advice is required
- The urgency/importance of the situation, in accordance with Table 1
- The identity and telephone number of the caller
- The time by which the caller requires advice/action and a timetable within which this may be achieved
- Customer Log Number.

7. Description of services 3

Security

Manned Guarding at Dover House and Gwydyr House includes: -

On site:

- Security and Reception Service
- Pass issuing & Access Control
- Patrolling & CCTV Monitoring
- Key Management

Off site:

- Mobile Patrol & Management Site Visits

8. Building leases

Dover House is owned by the Crown Estate. The current lease dated 1953 was between the Minister of Works and the Crown Estate. It is now vested in the Secretary of State for Communities and Local Government. The lease is included in the Scotland Office's resource accounts and the Scotland Office is responsible for paying the Crown Estate directly for the rent payable under the lease.

MoJ will provide the Scotland Office with specialist advice and access to MoJ contractual arrangements and frameworks on matters relating to the lease of Dover House or any other building SO may occupy in London.

Status of Gwydyr House and Discovery House

Gwydyr and Discovery House will continue to be considered as part of the MoJ's HQ estate. The Wales Office will continue to have access to and utilise professional property and legal services provided through the MoJ for the legal management of these buildings and matters relating to the WO estate. This arrangement will be extended to any successor building the Wales Office occupies, or in the case of accommodation in Cardiff, any additional accommodation that is used by the Wales Office.

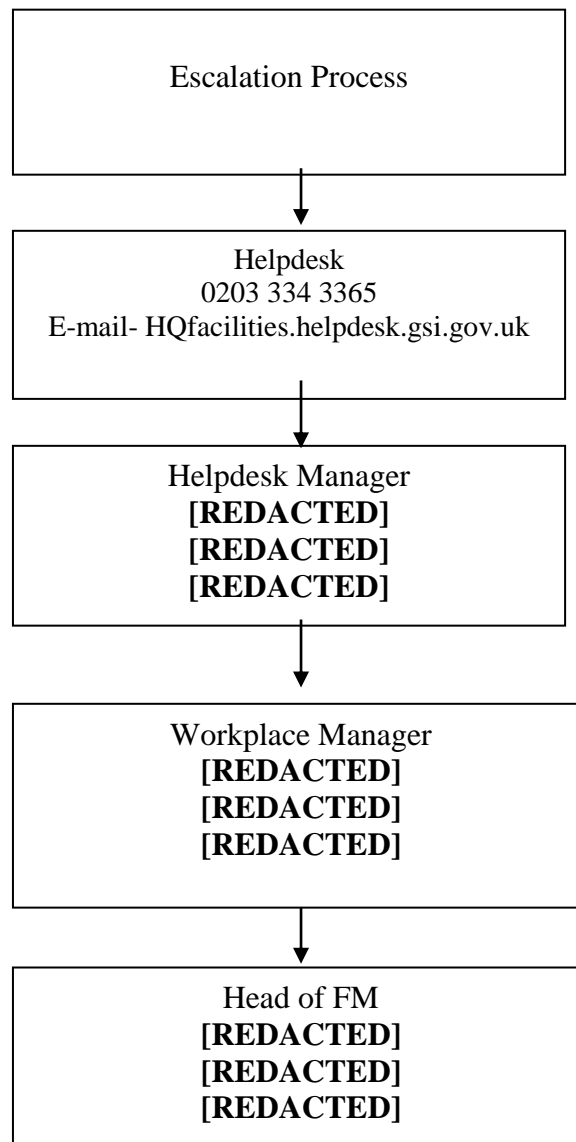
9. Invoicing

For the services chargeable under the arrangements in force on 31 March 2011:

For the Wales Office - these will continue to be invoiced by the MoJ, unless alternative arrangements (such as directly invoicing from the supplier) have been agreed; and

For the Scotland Office - contractors will continue to invoice directly (unless otherwise agreed between SO and MoJ). .

Section B - Management Structures and Escalation Levels



Facilities Management: Change Request

1. Requestor Details					
Requestor Name:					
Request authorised by: (SCS manager from business unit)					
Group: (A to J, CJG, CPG, DCL, JPG CMB, ALB, LRI, Ministers)					
Business Unit:					
Floor - Zone - Post Point: (Location to and from if applicable)					
Costs to be met by: (Provide operating unit and business entity codes plus name of your budget manager)					
Request Date:					
Operating Unit		Business Entity		Project Code	
2. Description of the change that is being requested					
<p><i>Describe what this CR is requesting, e.g. number of staff involved; special facilities needed; non-standard IT requirements; etc.</i></p> <p><i>Specify to and from locations if this request involves a move...</i></p>					
3. Reason for Change					
<p><i>Provide a detailed explanation as to why the change is required and highlight key drivers behind it and outline what evidence exists to support the change.</i></p>					

Authorising [insert client details] Manager (signature &

date).....

Authorising MoJ Manager



**SCOTLAND OFFICE/OFFICE OF THE
ADVOCATE GENERAL/WALES OFFICE
(TERRITORIAL OFFICES)**

AND

MINISTRY OF JUSTICE

**SERVICE LEVEL AGREEMENT FOR THE
PROVISION OF FINANCIAL SERVICES**

This agreement is subject to the **General Conditions for Service Level Agreements** (First Edition).

DURATION OF AGREEMENT

This **agreement** takes effect on 01 April 2011

DESIGNATED OFFICERS

The **designated officer for the Ministry of Justice** is:

Name: [REDACTED]
Address: Financial Controller
Corporate Finance
Ministry of Justice
10th Floor
102 Petty France
London SW1H 9AJ

Email: [REDACTED]
Fax:
Telephone: [REDACTED]

The **designated officer for the Wales Office** is:

Name: [REDACTED]
Address: Head of Corporate Governance and Organisational Change
Wales Office
Gwydyr House
Whitehall
LONDON SW1A 2NP
Email: [REDACTED]
Fax:
Telephone: [REDACTED]

The **designated officer for the Scotland Office** is

Name: [REDACTED]
Address: Scotland Office
1 Melville Crescent
Edinburgh EH3 7HW
Email: [REDACTED]
Fax:
Telephone: [REDACTED]

Signed on behalf of the Ministry of Justice

(Name) [REDACTED]

(Date)

Signed on behalf of the Wales Office

(Name) [REDACTED]

(Date)

Signed on behalf of the Scotland Office

(Name) [REDACTED]

(Date)

GENERAL CONDITIONS FOR SERVICE LEVEL AGREEMENTS

FIRST EDITION

1. INTRODUCTION

- 1.1 This service level agreement (the **agreement**) is made between the Finance Department within Ministry of Justice (MOJ) and the Territorial Offices of Scotland and Wales Office of the Secretary of State for Scotland (the Scotland Office) and Office of the Secretary of State for Wales (the Wales Office), in accordance with guidance in Managing Public Money (MPM).

The Scotland Office shares a common budget and Principal Accounting Officer with the Office of the Advocate General for Scotland (OAG). The resource accounts of the Scotland Office also cover OAG and any references in this document to Scotland Office should be read as referring to both the Scotland Office and to OAG.

- 1.2 The financial arrangements between the **MOJ** and the **Territorial Offices of Scotland and Wales** are in respect of the services set out in the schedule to this agreement and relate to the duties placed upon the Scotland and Wales Offices under the Scotland Act and the Government of Wales Act(s).

- 1.3 This agreement is not legally enforceable, but all parties agree to act as if bound by it.

2. PROVISION OF SERVICES

- 2.1 The **MOJ** agrees to provide the **Scotland and Wales Offices** with the services specified in the schedule to the **agreement** (the **services**).

3. DESIGNATED OFFICERS

- 3.1 The MOJ will designate an individual (the **designated officer for the MOJ**) who is responsible for the provision of the **services**. If no person is designated, the **designated officer for the MOJ** will be the Accounting Officer.

- 3.2 The Scotland and **Wales Offices** will designate an individual (the **designated officer for the Scotland and Wales Offices**) who are responsible for procuring the effective delivery of the **services** to the Territorial **Offices** and, where the

agreement imposes obligations on the Scotland and **Wales Offices**, responsible for compliance with those obligations. If no person is designated, the **designated officer for the Scotland and Wales Offices** will be the Accounting Officer of the Scotland and **Wales Offices**.

4. DISPUTE RESOLUTION

- 4.1 Both parties agree that good working relationships between them are vital to the public interest and to the effective governance of Scotland and Wales. If a dispute related to the agreement arises, the **designated officers** should attempt to reach a resolution. If no resolution can be reached at official level, including resolution by the respective accounting officers, the dispute may be referred to the Secretary of State for Justice and the Secretary of State for Scotland/ Wales.

5. STANDARDS OF SERVICE

- 5.1 The **designated officer for the MOJ** is responsible for ensuring that the **services** are carried out efficiently and with all reasonable skill and care. Where the **agreement** places obligations on the Scotland and **Wales Offices**, the **designated officer of the Scotland and Wales Offices** is responsible for carrying out those obligations efficiently and with all reasonable skill and care.

6. CHANGES TO SERVICES

- 6.1 The **designated officers of the Scotland and Wales Offices** may request additional services of the same kind in addition to those specified in the agreement if this should be necessary to enable their Secretaries of State to carry out his obligations effectively. The Scotland and **Wales Offices** shall give as much notice as is practicable in the circumstances. If the **designated officer of the MOJ** agrees to the additional services being provided, that agreement shall be recorded in writing.
- 6.2 If the **MOJ** wishes to make changes to the services that, in its opinion, enhance the overall quality of service received by the Scotland and **Wales Offices**, those changes will be discussed and agreed between the **designated officers** before any changes are made. That agreement shall be recorded in writing.

7. Annual REVIEW

- 7.1 The **agreement** will be reviewed every year, and any proposals for changes to the **agreement** will be discussed. The parties will seek to give at least 6

months notice of proposed changes unless prevented from doing so by circumstances outside their control.

8. AMENDMENTS TO CONDITIONS

- 8.1 Any amendments to these conditions shall be agreed between the **designated officers of the Scotland and Wales Offices** and the **designated officer of the MOJ**. This agreement shall be recorded in writing.

9. CONFIDENTIALITY

- 9.1 All parties agree to maintain the confidentiality of information under this agreement. The parties must be in total agreement before any information contained in this SLA can be disclosed to third parties.

SERVICE LEVEL AGREEMENT
SCHEDULE OF SERVICES – SCHEDULE 1
FINANCIAL SERVICES

1 INTRODUCTION

- 1.1 The MOJ agrees to provide services as set out in Annex A to the Scotland and Wales Offices on an Allied Services basis.
- 1.2 The service provider will attempt to meet the objectives set out in paragraph 1 of Schedule 2 to this agreement according to the performance targets set out in paragraph 3 of Schedule 2.
- 1.3 The MOJ and the Scotland and Wales Offices will use all reasonable endeavours to meet their obligations as set out in Schedules 2 and 3 respectively. The respective Accounting Officers will have responsibility for fulfilling these requirements.
- 1.4 Both parties are exempt from responsibility for the consequences of any omission, error, delay or other default in carrying out their duties under this Agreement where matters were outside their control. The affected party will implement the necessary appropriate emergency arrangements for the resumption of normal services as quickly as possible. Where the emergency arrangements require action by the other party, they will be notified, and where time permits, will be agreed with the other party beforehand.

SCHEDULE 2

1. MOJ OBJECTIVES

- 1.1 The objective of the MOJ is to provide services that meet, or improve upon, the standard of service agreed with the Scotland and Wales Offices in terms of quality and value for money.
- 1.2 The services provided by the MOJ are subject to regular review to improve upon existing processes. An integral part of this review is the analysis of regular feedback from the Scotland and Wales Offices. To contribute to this process, advice and assistance from the Scotland and Wales Offices, regarding the scope, formulation and conduct of the services provided, is always welcome.

2. MOJ OBLIGATIONS

The obligations of the MOJ are to:-

- 2.1 Provide outsourced shared services for all financial management as set out in this agreement;
- 2.2 Provide the full range of services as agreed between the MOJ and the Wales Office and those particular services agreed between the MOJ and the Scotland Office; and
- 2.3 Maintain adequate internal quality control programmes to ensure that the targets specified in section 3 below are met. A statement of the MOJ's commitment to quality of service is included at Annex B to this Agreement.

3. PERFORMANCE TARGETS

The MOJ and its service providers aim to provide timely and accurate information for the Scotland and Wales Offices consistent with operational timetables. Specific targets are:

- 3.1 To prepare and provide advice on:-
 - 3.1.1 Quarterly resource accounts for the Scotland and Wales Offices to agreed timetables

- 3.1.2 A full set of resource accounts including notes for quarter 3 and 4.
(These accounts will be subject to audit by the National Audit Office (NAO))
 - 3.1.3 Completion of audit files
 - 3.1.4 Changes on accounting and reporting standards issued by HM Treasury
 - 3.1.5 In year accounting advice
- 3.2 To assist the Wales Office in the production of the National Loans Fund account, ensuring that the agreed timetable with NAO and HM Treasury is met.
- 3.3 To provide advice and supply procurement arrangements for the Scotland and Wales Offices procurement.
- 3.4 To ensure that :-
 - 3.4.1 A response is provided within agreed timescale or 10 working days, (between both parties to the request) whichever is the later, to all requests for advice.
 - 3.4.2 The Wales Office feeds into MOJ's balanced scorecard on outsourced Shared Service providers, to ensure the needs of the Wales Office are met.
 - 3.4.3 The needs of the Wales Office continue to be maintained and delivered through new outsourced shared service contracts awarded by MOJ.

3.4.4 SCHEDULE 3

OBLIGATIONS OF THE SCOTLAND AND WALES OFFICES

- 1.1 In order to assist the MOJ to forecast future changes, the Scotland and Wales Offices will supply the MOJ, on request, with estimates of expected usage. This will normally be in May/June. The estimates will not be a guarantee of the level of service that the Wales Office will require from the MOJ.
- 1.2 The Scotland and Wales Offices will notify the MOJ, as early as possible and in writing, of any planned changes to internal systems that may affect the Scotland Office and Wales Office/MOJ interface.
- 1.3 The Scotland and Wales Offices will respond to all MOJ information requests within 3 days to ensure that services set out in Annex A are delivered.
- 1.4 The Scotland and Wales Offices will review and sign off their Q3 and Q4 accounts and submit them to the NAO for audit.
- 1.5 The Scotland and Wales Offices will take responsibility for the relationship with the NAO and for clearing all audit queries.
- 1.6 The Scotland and Wales Offices are responsible for producing their annual reports and ensuring consistency with disclosures in their accounts.
- 1.7 The Wales Office with assistance from the MOJ will take the lead in clearing issues raised by Liberata in the monthly control framework pack.
- 1.8 The Wales Office with assistance from the MOJ is responsible for reviewing postings to the general ledger and raising the correcting journals.
- 1.9 The Scotland and Wales Offices agree to comply with the quarterly accounts Financial and Commercial Instruction (FCI) issued by the MOJ. The Scotland and Wales Office recognise that failure to meet these deadlines will impact on the deliverable of their quarterly accounts to agreed timetables.

SERVICES TO BE CARRIED OUT ON BEHALF OF THE SCOTLAND OFFICE
/WALES OFFICE BY THE MOJ

	ACTION	TIMING	WHO DOES WHAT	COMMENT
1a	<p>Production of quarterly and year end Statement of Comprehensive Net Expenditure (SOCNE)) and Statement of Financial Position (SOFP)</p> <p>To produce the accounting schedules for the Scotland and Wales Office Resource Accounts:</p> <p>To provide accounting advice to the Scotland and Wales Offices</p>	<p>To meet requirements of NAO, HMT and Parliament</p>	<p>MOJ Finance to complete Wales and Scotland Office accounting schedules for resource accounts. The Scotland and Wales Offices to provide narrative disclosures and produce their respective annual reports</p> <p>The MoJ to brief the Scotland and Wales Offices Audit and Risk Committees on the resource accounts</p>	<p>Both Wales Office and Scotland Office will have separate resource accounts to be produced by MOJ in accordance with FreM and HMT guidance.</p>
1b	<p>Provide in Year advice and assistance for accounts preparation.</p>	<p>MOJ and Wales Office to meet monthly to assess Trial Balance Sheet together with accrual return and prepayment return from Purchase Order Team.</p>	<p>Wales Office to produce Trial Balance Sheet, HMCS Purchase Order Team to provide accrual and prepayment return and MOJ to provide guidance to Wales Office on any issues arising from assessment</p>	<p>As above, HMCS Purchase order team have separate Memorandum of understanding with Wales Office.</p>

2	National Loans Fund (s82) a. Borrowing & repayment b. Preparation of accounts : Including Advice to Wales Office	As above at 1a	a) To notify WO on behalf of Welsh Government. WO to authorise and confirm amount with Liberata, WO to notify Treasury. b) To effect the borrowing and repayment For signature by WO Principal Accounting Officer; then send to NAO and Treasury.	As above at 1a
3	WO Cash draw down: Cash Management Services including advice: actioning transfers to appropriate WO	As Above at 1a	Liberata WO Fin	
4	Top ups in Month to Cash drawdown from Welsh Consolidated Fund	As to HM Treasury timetable requests to be processed same day when received prior to 12 p.m.	Liberata	TO pay over top up of cash to welsh consolidated fund.
5	To provide advice and supply procurement arrangements for the Scotland and Wales Offices procurement	As required	MoJ Procurement	

STATEMENT OF THE MOJ'S COMMITMENT TO QUALITY OF SERVICE

The MOJ is fully committed to and aims at all times to provide a high standard of efficient service in terms of courtesy, accuracy speed and effectiveness. The MOJ is committed to ensuring that its staff providing these services are trained and developed within the framework of Investors in People.

The services provided by the MOJ, either direct or through outsourced shared services, are subject to regular review to eliminate poor quality and improve upon existing processes. An integral part of this review is the analysis of regular feedback from customers. To contribute to this process, advice and assistance from customers, regarding the scope, formulation and conduct of the services provided, is always welcome.



**SCOTLAND OFFICE/OFFICE OF THE
ADVOCATE GENERAL AND THE WALES
OFFICE
(TERRITORIAL OFFICES)**

AND

MINISTRY OF JUSTICE

**SERVICE LEVEL AGREEMENT FOR THE
PROVISION OF INFORMATION ASSURANCE**

1. Parties

This document outlines the business relationship between the following parties:

- Ministry of Justice ICT Information Assurance, referred to as MoJ ICT IA
- Ministry of Justice Central IA Team, referred to as MoJ CIA
- The Scotland Office and the Office of the Advocate General, referred to as the SO-OAG and
- The Wales Office, referred to as the WO

2. Purpose

The purpose of this Service Level Agreement is to set out an agreement between MOJ ICT IA / MoJ CIA and the SO-OAG and WO to:

- Establish the principles underpinning the relationship between the parties and how they work together to enable SO-OAG and WO to deliver effective management of information assurance in a manner compliant with the HMG Security Policy Framework.
- Describe the service that MOJ ICT IA provide to the SO-OAG and WO
- Describe the service that MOJ CIA provide to the SO-OAG and WO
- Describe the responsibilities of the SO-OAG and the WO
- Establish framework arrangements for performance monitoring and, dispute resolution and review of the overall relationship

3. Background

The Cabinet Secretary directed that when SO-OAG and WO ceased to be part of MoJ “MoJ will continue to provide the services it currently provides to the Scotland and Wales Offices in such matters as internal audit, accommodation and security, under SLAs as appropriate”. This document is the SLA relating to information assurance.

For this SLA, Information Assurance shall be considered to constitute two parts: ICT IA and non-ICT IA. Within MoJ the former is delivered by the MoJ ICT IA team and the latter by the MoJ CIA team. Where this document refers to Information Assurance (or IA) it should be taken to mean both ICT IA and non-ICT IA.

The Wales Office is provided with its IT through the MoJ, SO-OAG obtain their IT service through another provider (the Scottish Government).

4. Principles

The provision of IA services to WO and to SO-OAG is founded on the principles of:

- Establishing ownership and standard processes for the day to day delivery and administration of the service provided.
- Management of the service in order to provide value for money, seek new and better ways of delivering the service and managing contracted service providers effectively

- Working in partnership to ensure that the best possible service is delivered

5. Scope of SLA

This SLA covers the management of IA in respect of WO, and non-ICT IA in respect of SO-OAG. IT Security Advice and Guidance and Accreditation are only included for the WO relationship since only WO uses MoJ IT.

This SLA covers two broad areas of information assurance: that of IT systems; and the wider requirements of safeguarding sensitive and personal information.

6. Responsibilities of the Parties

All government departments are required to comply with the HMG Security Policy Framework. This provides the basis for WO's and SO-OAG's security policies and arrangements.

The Principal Accounting Officers for SO-OAG and WO are responsible for their own information security, but the Departments are supported by MoJ in achieving the appropriate standards. For the most part, that support is advisory and includes advice on how to produce the SMRO return for Cabinet Office and any other analogous returns that SO-OAG and WO may be required to provide henceforth, including direction and advice on Accreditation of IT Systems however MoJ ICT does not provide the Accreditor. The WO is provided with its IT as though it was part of the MoJ estate and subscribes to the MoJ information security policies. The WO will be covered within the returns made by the MoJ on its IT systems.

For the WO, MOJ ICT IA will be responsible for:

- Providing timely and accurate advice on external ICT threat assessments and response level changes to the WO IT Security Officer for dissemination within the WO
- Ensuring that WO receive invitations to, and have appropriate representation at, any relevant ICT IA meetings
- Co-ordinating overall compliance, providing structure of reports and assurance reporting to Cabinet Office and providing WO with advice on target measures that need to be met for IT Security
- providing an annual statement of assurance to WO that the IT service meets the appropriate standards set for information security
- providing advice, guidance and support to WO that allows it to complete the appropriate statements, IA and SMRO and any other analogous returns; and security returns to MoJ and to CO
- Ensuring that Cabinet Office, CPNI and CESG are fully apprised of the roles and responsibilities set out in this document
- Providing advice and guidance, and assistance to the WO when it needs to investigate ICT-related security incidents

For both WO and SO-OAG and MoJ CIA will be responsible for:

- Ensuring that the SO-OAG and WO are advised of any updated policy or guidance relating to information assurance issues;
- Providing advice and assistance to the SO-OAG and WO in the development and production of IA plans
- Providing advice and assistance to the SO-OAG and WO in reporting to Cabinet Office
- Providing access, at the same time, to the training packages, guidance and other materials made available to MoJ staff on IA issues on the same basis as though they were still a part of the MoJ;
- Providing advice and expertise on specific non-ICT IA issues as necessary as though they were still a part of the MoJ;
- Including SO-OAG and WO in the MoJ practitioners' groups on IA issues.as though they were still a part of the MoJ
- Providing advice, guidance, and assistance to WO/SO/OAG as necessary when they need to investigate IA-related security incidents

The SO-OAG and WO will be responsible for:

- Appointing an IT Security Officer for WO only to support the WO Principal Accounting Office in discharging his/her security responsibilities,
- Identifying the SO-OAG's and WO's assets, vulnerabilities, and security risks, and establishing appropriate local controls and producing as necessary a security management plan for SO-OAG and WO, a plan for the SMRO, appropriate Security returns to MoJ in respect of WO's use of MoJ ICT and to CO in accordance with SO-OAG's and WO's standing as separate departments, and any ICT Security Policies.
- Undertaking local inspections. It is anticipated that until SO-OAG and WO staff are fully aware in this area that MOJ staff will provide support as and when required until such times as the SO-OAG and WO security teams staff have achieved a sufficiently high level of knowledge in this area.
- Collecting security incident reports from the SO-OAG and WO sites, investigating serious incidents, and maintaining a record of them and providing quarterly data to MOJ DSO.
- In respect of WO's use of MoJ's ICT systems reporting IT Security incidents to MoJ ICT Operational Support Team (OST)
- In respect of WO's use of MoJ ICT, require its users to comply with the MoJ's IT security rules
- Production of any SO-OAG and WO specific policies or guidance. These will be produced in conjunction with MOJ who will provide advice on them.
- Cascading relevant MOJ ICT security and information assurance policies and guidance to SO's, ALB, the Boundary Commission for Scotland. (The Wales Office does not have any ALBs.) .

8. Performance Targets

- External ICT Threat Assessments and response level changes: MOJ ICT IA will notify changes to the SO-OAG and WO responsible officers in a timely manner.

- Provision of timely and accurate advice to agreed deadlines

The SO-OAG, WO and MOJ teams will review performance targets on an annual basis.

9. Monitoring, Reporting and Review

Performance issues may be raised on an exception basis by either party as and when required and both parties undertake to correspond or meet to resolve without undue delay. There should be an agreed documented forward plan of action with targets. Where performance does not improve or an agreed path of resolution cannot be reached, escalation procedures should be activated (see section 10).

Areas that may be raised include:

- Notification of external Threat Assessments and response levels
- Review of local inspection and incident reports to go to MoJ Corporate Security
- Any other related IT security issues.

The SLA itself may be reviewed in detail at the start of each financial year. Any agreed minor amendments to the SLA are to be handled mid year by the responsible officers by way of an addendum to the SLA and copied to the SLA owners. Any major changes, which can be classified as changing service level responses or that materially alter the service, need to be agreed and signed off by the SLA owners.

10. Responsible Officers

The name, address and contact details of the responsible officers for the day to day running of this SLA and who will monitor shared service delivery are:

For MOJ ICT IA:

Head of Information Assurance, Ministry of Justice ICT
5th Floor, Zone C, 102 Petty France
London SW1H 9AJ
T: [REDACTED]

NAME (BLOCK CAPITALS) : _____

SIGNED : _____

DATE : _____

For SO and OAG:

[REDACTED]

Head of Corporate Services

Scotland Office
Dover House
66 Whitehall
London SW1A 2AU
[REDACTED]

NAME (BLOCK CAPITALS): [REDACTED]

SIGNED : _____

DATE : _____

For WO:

[REDACTED]
Head of Corporate Services
Wales Office
Gwydyr House
Whitehall
London SW1A 2NP
[REDACTED]

NAME (BLOCK CAPITALS): [REDACTED]

SIGNED : _____

DATE : _____

11. Escalation Procedures

Each party should refer in the first instance to their respective responsible officer. If, following discussion and using the monitoring, reporting and review systems in place, a resolution still cannot be found the responsible officer should appraise the SLA owner(s) of the situation and a discussion/meeting be convened to achieve resolution.

12. Charging

SO-OAG and WO accept that if MoJ has to provide consultancy services of a form that it would not have provided prior to April 2011 there will be a charge for the service. This will be agreed in advance as part of the specification of work required and will be signed off by the two responsible officers.

SO-OAG and WO accept that there may be third party charges involved with any consultancy work required. Again this will be agreed in advance as part of the specification of work required and will be signed off by the two responsible officers.

There will be no charges to SO-OAG and WO for any other of the services specified in

this SLA. If in future years MoJ ICT Information Assurance wishes to charge WO for business as usual services, alongside other parts of the department, MoJ ICT and WO will meet to review the situation and determine whether the costs are included in MoJ's baseline and the funds should be transferred to WO so that it can pay them, or whether it is appropriate to hard charge WO. IT security for the WO IT network is included within the management charge levied for the system by Atos/MoJ.



MEMORANDUM OF UNDERSTANDING
BETWEEN
MINISTRY OF JUSTICE
CORPORATE SECURITY AND BUSINESS
CONTINUITY
AND
THE WALES OFFICE AND THE SCOTLAND
OFFICE/OFFICE OF THE ADVOCATE GENERAL

1. Parties

This document outlines the business relationship between the following parties:

- Ministry of Justice Corporate Security & Business Continuity, (referred to as CSBC);
- The Wales Office (referred to as the WO); and
- The Scotland Office (referred to as the SO) and the Office of the Advocate General for Scotland (referred to as the OAG).

Where appropriate the joint interests of the SO and OAG are referred to in this document as SO/OAG.

2. Purpose

The purpose of this Memorandum of Understanding is to set out an agreement between CSBC and the WO and the SO/OAG to:

- Establish the principles underpinning the relationship between the parties and how they will work together to enable WO and SO/OAG in the delivery of effective management of security compliant with the HMG Security Policy Framework, including business continuity;
- Describe the service that CSBC will provide to the WO and the SO/OAG;
- Describe the responsibilities of the WO and the SO/OAG;
- Establish framework arrangements for performance monitoring and reporting on estimated and actual costs, dispute resolution and review of the overall relationship; and,
- Provide a basis to quantify the cost of any service for which WO and SO/OAG will be charged. and the procedure for agreeing any change to this agreement(including the allocation of additional budget).

3. Principles

The provision of security services to WO and SO/OAG is founded on the principles of:

- Establishing ownership and standard processes for the day to day delivery and administration of the service provided;
- Management of the service in order to provide value for money, seek new and better ways of delivering the service and managing contracted service providers effectively; and,
- Working in partnership to ensure that the best possible service is delivered.

4. Scope of MoU

This MoU covers the management of physical and personnel security, including how these relate to information security. It includes business continuity but excludes IT security. It also excludes the contract for security guarding of London premises which is covered by a separate SLA between MoJ and the TOs relating to estates.

5. Responsibilities of the Parties

All government departments are required to comply with the HMG Security Policy Framework.

WO and SO/OAG retain responsibility for their own security and will require their own local policies, but will be supported by MoJ in achieving appropriate standards. For the most part, that support will be advisory, but will also include provision where necessary of specialist support; a national security vetting service and (where appropriate) provision of a business continuity site.

Corporate Security & Business Continuity Branch (CSBC) will be responsible for:

- Undertaking generic HQ risk assessments and ensuring dissemination of statutory and government-wide standards e.g. use of the protective marking system and counter-terrorist response levels;
- Ensuring that the WO and SO/OAG Security teams are advised of any updated policy or guidance that is produced for dissemination to staff.
- Providing timely and accurate advice on external threat assessments and response level changes to the WO and SO/OAG Security Officers for dissemination within the WO and SO/OAG
- Undertaking national security vetting for the WO and SO/OAG, processing vetting applications (including STRAP), granting or withdrawing security clearance, initiating renewals and interim reviews, as well as the storage of files in respect of the above within CSBC;
- Providing advice, and where necessary expertise, for the conduct of leak inquiries or support of Official Secrets Act investigations;
- As appropriate, providing advice in respect of the handling and storage of protectively marked material;
- Providing Business Continuity support and advice and guidance;
- In the event of a crisis, providing fall-back support in London for key staff and WO and SO/OAG Ministers if necessary, and status reporting
- For end-year reporting to Cabinet Office, providing advice and assurance to WO and SO/OAG in respect of any security controls managed by Corporate Security;
- Ensuring that Cabinet Office, CPNI and CESG are fully apprised of the roles and responsibilities set out in this document;
- Provide advice and assistance to the WO and SO/OAG in the development and production of Security Management plans, including assistance with technical inspections;
- Provide Brent phones (including appropriate Keys) to relevant WO, SO/OAG sites, as well as advice about Brent use; and,
- Provide advice on appropriate contractors to supply security services and equipment.

Note: CSBC is not responsible for **IT** Security or system accreditation. The MoJ IT Security Officer is responsible for IT security policy and advice on threats, vulnerability and countermeasures, for which a separate MOU exists. MoJ does not provide IT to SO/OAG.

The WO and the SO/OAG will be responsible for:

- Appointing a Security Officer to support the WO Director, SO Director, and OAG

Director in discharging their security responsibilities,

- Production of any WO and SO/OAG specific policies or guidance;
- Identifying the WO's and SO/OAG's assets, vulnerabilities, and security risks, and establishing appropriate local controls, including the production of a security management plan for WO and SO/OAG, as appropriate.
- Liaising with building managers (including in the case of the London buildings of WO and SO/OAG relevant MoJ officials) to ensure appropriate physical security controls and clearance of building contractors are in place to manage assessed risks;
- Undertaking local inspections. (It is anticipated that until WO and SO/OAG staff are fully trained in this area that MOJ staff will provide support as and when required until such times as the WO and SO/OAG security team staff have achieved a sufficiently high level of knowledge;
- Ensure security incident report forms are produced in the event of incidents/breaches. Undertake local investigation and provide copy of report to Corporate Security
- Reporting IT Security incidents to MoJ "Operational Security Team in relation to any MOJ provided equipment or system;
- Identifying posts that require security clearance (including STRAP), in liaison with the WO and SO/OAG business managers, and forwarding Criminal Records Bureau (CRB) or vetting applications to MOJ for processing;
- Maintaining Business Continuity Plans including key contacts and a business impact analysis identifying recovery priorities and needs; and report changes to CSB;
- Attendance at MOJ Practitioners Forums for Security and Business Continuity hosted by the MOJ on a quarterly basis;
- Complying with requirements for the holding and use of Brent equipment and paying for any related expenses;
- Attendance at COBR and other meetings convened by the National Security Secretariat and the Civil Contingencies Secretariat as required.

6. Performance Targets

- Response level changes: CSB will notify changes to the WO and SO/OAG responsible officers within 15 minutes of receipt.
- Security Clearances: CSBC cannot commit to firm lead times for the different levels of security clearance. This is due to the dependency on responses from the police and security services. Generally, excluding special circumstances responses is as follows:
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - These timescales run from receipt of a properly completed application.
- CSBC will advise and assist as appropriate regarding queries arising from CRB checks that may give rise to other Security concerns

- Provision of timely and accurate advice to agreed deadlines

The WO/SO/OAG and CSBC will review performance targets on an annual basis. This will form an annual programme of work, with performance reviewed on a quarterly basis as appropriate.

7. Monitoring, Reporting and Review

Performance issues may be raised on an exceptional basis by either party as and when required and parties undertake to correspond or meet to resolve without undue delay. There should be an agreed documented forward plan of action with targets. Where performance does not improve or an agreed path of resolution cannot be reached, escalation procedures should be activated (see section 10).

Areas that may be raised include:

- Notification of response levels
- Timely completion of security check clearances
- Review of local inspection and incident reports
- Review of Business Continuity Plan
- Any other related security issues.

The MoU itself should be reviewed in detail before the start of each financial year.

Any minor amendments to the MoU are to be agreed by parties and handled mid year by the responsible officers by way of an addendum to the MoU and copied to the MoU owners.

Any major changes, including but not limited to changing service level responses or that materially alter the service, need to be agreed and signed off by the MoU owners.

Either party can end this MOU by giving no fewer than six months' notice. A shorter period can be agreed by mutual consent.

8. Responsible Officers

The name, address and contact details of the responsible officers for the day to day running of this MoU and who will monitor shared service delivery are:

For CSBC:

[REDACTED]

Head of Corporate Security & Business
Continuity Branch
102 Petty France

[REDACTED]

For WO:

[REDACTED]

Head of Corporate Services
Wales Office
Gwydyr House
Whitehall

London
[REDACTED]

For SO:

[REDACTED]
Head of Corporate Services and Resilience
Scotland Office
Dover House
Whitehall
London
[REDACTED]

For OAG:

[REDACTED]
Deputy Solicitor
Office of the Advocate General
Victoria Quay
Edinburgh EH6 6QQ
[REDACTED]

9. Escalation Procedures

Each party should refer in the first instance to their respective responsible officer. If, following discussion and using the monitoring, reporting and review systems in place, a resolution still cannot be found the responsible officer should appraise the MoU owner(s) of the situation and a discussion/meeting be convened to achieve resolution.

10. Charging

Whilst there are no direct charges for CTC and SC at present, this is expected to change when MOJ migrate to the new HMG Cerberus system (current estimate August 2011). When the charging regime is known MOJ will have consultations with users.

CSBC will recoup all costs in respect of Developed Vetting clearances from the WO, SO and OAG in line with the rates being charged by the DVA at the time of the application.

A charge will not be made in respect of Developed Vetted clearances from OAG in respect of any contingency arrangements required to support the provisions of the Prevention of Terrorism Act 2005 (and other related proceedings) in maintaining a list of suitably cleared Solicitors and Counsel. In particular:-

- The cost of obtaining Developed Vetting in respect of the maintenance of a list of solicitors will be shared equally between OAG and CSCB; and
- The cost of obtaining Developed Vetting in respect of the maintenance of a list of Counsel will be born by OAG (on a cost recovery basis from the relevant HMG departments) by virtue of separate arrangements.

For WO:

NAME (BLOCK CAPITALS) : _____

SIGNED : _____

DATE : _____

For SO:

NAME (BLOCK CAPITALS) : _____

SIGNED : _____

DATE : _____

For OAG:

NAME (BLOCK CAPITALS) : _____

SIGNED : _____

DATE : _____

For MoJ:

NAME (BLOCK CAPITALS) : _____

SIGNED : _____

DATE : _____



**HEALTH & SAFETY
MEMORANDUM of UNDERSTANDING**

between

MINISTRY OF JUSTICE

and

**Territorial Offices
(SCOTLAND OFFICE/OFFICE OF THE
ADVOCATE GENERAL/WALES OFFICE /
NORTHERN IRELAND OFFICE)**

This schedule sets out the respective roles and responsibilities of the parties in relation to Health and Safety (H&S) and Fire Safety.

It is based on TOs having independent status with their own Principal Accounting Officers. TOs are not therefore bound by MOJ policy or accountable to MOJ for their management of H&S.

MOJ has agreed to provide a range of services and this SLA is part of that arrangement.

The primary point of contact for TOs will be with the Corporate H&S team, but TOs may make use of the DSE assessment package and specialist H&S training provided by the MOJ HQ H&S team.

H&S (including Fire safety)

	Corporate H&S	MOJ HQ H&S Team	Territorial Offices
Policy	Set MOJ corporate H&S policy, strategy, arrangements and overall MOJ governance	Set HQ H&S policy and arrangements	Set own policy and arrangements. May use MOJ documentation as model if required.
Governance	Overarching responsibility of Permanent Secretary as Principal Accounting Officer for MOJ. Supported by competent person (Head of Corporate H&S and head of Fire Safety). Point of contact for TOs on policy and assurance. Provide head of profession function. Arrange corporate H&S committee, consulting DTUS, and arrange practitioner forums.	Arrangements to identify duty holders within MOJ core. Supported by senior H&S adviser who is point of contact for HQ business units (plus DSE risk assessment and H&S training for ALBs).	Heads of TOs as PAOs for own offices responsible for meeting their own legal obligations. Supported by local Health & Safety rep and/or H&S Co-ordinator equivalent and FICO but see below for specialist advice/guidance)
Advice and Guidance	Provide advice and guidance to TOs on interpretation of corporate policy, legislation and codes of practice. Issue guidance notes.		Local Health & Safety rep/-coordinator to provide initial contact for TO staff. Obtain specialist advice on legislation/staff issues from MOJ corporate H&S
Training		Maintain H&S training programme for MOJ core staff (available to TO H&S representatives/coordinators)	Provide own induction training. May use MOJ courses for awareness, management, risk assessment and FICO/fire warden based training.
Risk Assessment	Collate corporate H&S risk register and identify/assess cross-cutting risks. Support TO co-ordinators with any more complex risk assessments.	Support HQ Facilities Management in the management of building safety for HQ maintained sites. Support TO use of Cardinus workstation plus contract. Collate HQ H&S risk register.	TO Co-ordinators to undertake and manage local H&S risk assessments. Maintain TO H&S risk register (SO, WO, and NIO to escalate any building safety risks with Facilities Management in respect of SO London building, WO London and Cardiff buildings NIO London and Belfast

			buildings). Fire Risk Assessment undertaken by MOJ contracted fire advisers and provided to senior responsible person. Not required to report to MOJ unless risks relate to services provided by MOJ.
Occupational Health	Monitor contract with Atos and administer referrals for TO staff		Refer cases requiring referral to MOJ Corporate H&S.
Monitoring and reporting	Maintain corporate performance data for MOJ strategy/plan areas of responsibility	Assist HQFM establish building safety records for HQ buildings.	Maintain local accident/incident and near miss records as well as undertaking investigation as appropriate with advice from MOJ Corporate as appropriate. Reporting relevant incidents to HSE under RIDDOR.
Inspection, audit and assurance	Provide management audit/support to TOs in reviewing compliance. Produce corporate assurance report for MOJ Principal Accounting Officer Support SO-OAG, WO and NIO.	Support HQ Facilities Management identify and assess compliance for HQ buildings (including SO and WO, NIO London buildings, WO Cardiff building and NIO Belfast building); check statutory compliance assurance from contractors.	Undertake local inspections. request specialist review from MOJ corporate. Provide assurance to own Accounting Officers.

Performance

MOJ Corporate, HQ H&S and TOs will endeavour to respond promptly to requests for support or information, having regard to risk.

Escalation

If concerns about the delivery of obligations cannot be resolved by discussion between respective unit heads, TO should raise with the Head of Asset Management Unit and MOJ should raise with appropriate head of TO.

Review

This schedule should be reviewed annually or in the event of any major change in structure or governance.

Cost

TOs will meet the direct costs of any reasonable adjustments that result from OH referrals.

The overhead for providing advice and access to training may be reflected in soft charging but MoJ will not hard charge (unless provision has been separately made by HMT in SO's, WO's and NIO's funding settlements).

Non-attendance on training involving an external provider will be charged if it is not possible to fill the training place.

Signed

[REDACTED], for MOJ

[REDACTED], for SO-OAG

[REDACTED], for WO

[REDACTED] for NIO



SERVICE LEVEL AGREEMENT

between

**MINISTRY OF JUSTICE INTERNAL AUDIT AND
ASSURANCE**

and

WALES OFFICE

for the provision of the

INTERNAL AUDIT

From 1 April 2011

INTRODUCTION

1. The Wales Office (WO) is a Department of State. The WO Director's responsibilities, as Principal Accounting Officer, include ensuring that there is a high standard of financial management in WO as a whole; that financial systems and procedures promote the efficient and economic conduct of business and safeguard financial propriety and regularity throughout WO; and that financial considerations are fully taken into account in decisions on policy proposals.
2. The WO is required, under the terms of Managing Public Money (Box 3.1) to maintain an internal audit service. In addition, the Director is responsible for ensuring that the internal audit service accords with the standards laid down in the Government Internal Audit Standards (GIAS).
3. This document sets out the agreement between WO and MoJ Internal Audit and Assurance (IAA) on the arrangements for delivering an internal audit service that will serve the business needs of WO and discharge the Director's responsibilities in respect of its internal audit service.

PERIOD OF AGREEMENT

4. This Agreement is between WO and IAA for the purpose of providing the internal audit service to the Director from 1 April 2011 to March 2012.
5. This Agreement is not binding in law, but both parties agree to act as if such force was in effect. Variations to this Agreement shall only be valid if agreed in writing between the Head of IAA and the Director.

INTERNAL AUDIT AND ASSURANCE STAFF

6. The Head of IAA will also be Head of Internal Audit (HIA) for WO, but will nominate a senior member of staff **[REDACTED]** who, as Audit Manager for WO, will be responsible for day to day liaison with senior management and delivery of the audit plan.
7. The Audit Manager, for line management purposes, reports through a Head of Audit Operations **[REDACTED]** to the Head of IAA and has responsibility for maintaining knowledge and understanding of WO business and priorities (see also paragraphs 22 – 24 on arrangements for operational reporting of Internal Audit work).
8. A dedicated core internal audit team will be responsible for undertaking internal audit work in WO. From time to time this may be supplemented by staff from elsewhere in IAA.
9. All internal audit assignments will be led by auditors who are professionally qualified, appropriately experienced and have the required security clearance. Any trainee staff will be supervised by fully trained auditors and their work will be carefully reviewed.

DESCRIPTION OF SERVICE

10. An annual plan will be prepared each year which will provide adequate coverage to meet the needs of the Director. A detailed programme of audits for 2011/12 is attached which amounts to 43 days audit work.
11. This does not include work undertaken by WO staff in connection with the internal audit work. The periodic audit plans will be presented to the Audit Committee to recommend approval by the Director. Significant changes to the plan will be agreed between the Audit Manager and the Director (in consultation with the Audit Committee, where appropriate).
12. Any request by WO for changes above the resource envelope of 43 days will be subject to consideration of the impact and potential costs for IAA. If the request cannot be absorbed by IAA at nil cost to the WO the Head of IAA will negotiate with the Director the rate at which the additional work will be re-charged to the WO and the invoicing arrangement.
13. The Head of IAA will use best endeavours to ensure that the Audit Manager for WO has access to sufficient resource to deliver the agreed number of days. However if exceptional circumstances render this unachievable, the Head of IAA will consult the Director and Audit Committee on how the situation should be handled.

FEES AND CHARGES

14. WO will be notified of the estimated cost of the work as part of the planning process and the funds for the agreed level of service will be transferred to the IAA budget as part of the budget setting process. The charge for 2011/12 is £400 per day.

RIGHTS OF ACCESS

15. IAA staff working on the WO plan have the right of access to all relevant records, data, assets, members of staff and business premises and have the authority to obtain such information and explanations as they consider necessary to discharge their responsibilities. IAA staff will ensure that WO information is retained and managed in accordance with MoJ information assurance requirements.

INDEPENDENCE

16. Audit activity must be independent. IAA staff must be sufficiently independent of the activities which they audit to enable them to perform their duties in a manner which facilitates impartial and effective professional judgements and recommendations. They should have no executive responsibilities.
17. The Audit Manager should be given unfettered access to the Director and Audit Committee Chair. Requests for access will be made in advance of need.

ASSIGNMENT MANAGEMENT AND REPORTING

18. The Audit Manager will liaise with National Audit Office (NAO) and other assurance functions and review teams, as appropriate, to minimise the risks of duplication of review, avoid unnecessary burden on management and facilitate reliance on internal audit by the NAO.
19. The relevant sponsor will agree terms of reference with the Audit Manager for each audit assignment prior to its commencement. During each assignment, the audit team will keep management advised of progress. Any major emerging findings and action points and, in particular, any major system weakness or significant control failure will immediately be drawn to the attention of management. On completion of the fieldwork, and in accordance with timetables agreed with management, a draft report, including prioritised action points to improve control systems, will be issued and discussed. This will be followed by a final report incorporating management's formal response and proposals for the implementation of the action points.
20. Any instances of potential fraud identified or suspected by the audit team in the course of their work will be subject to discussion with management in line with the established anti-fraud policy. The Head of IAA should be notified by management of all allegations of fraud which come to their attention.
21. To ascertain progress in implementing agreed action points, the audit team will follow up completed audits where significant weaknesses have been identified, to ensure that improvement in control has been achieved by the dates agreed. The Audit Committee will be advised of any instances where actions are not implemented by their due dates.

REPORTING TO THE DIRECTOR AND AUDIT COMMITTEE

22. The Audit Manager will report to the Audit Committee on progress against the audit plan, a summary of the results of audit work to date and the progress made against agreed actions. The Head of IAA will provide an annual report to the Audit Committee and Director on the work undertaken, and the performance of both parties against agreed targets. That report will include an opinion on the adequacy of risk, control and governance arrangements.
23. The Audit Manager will ensure that significant control, governance or risk management concerns that are identified from internal audit work are brought to the attention of the Director and Audit Committee as soon as practicable.
24. If the Head of IAA becomes aware of significant control issues which directly impacts on WO, she will advise, normally through the Audit Manager, the Director and Audit Committee Chair.

DOCUMENT STORAGE AND OWNERSHIP

25. All working papers, reports and other audit documentation relating to the delivery of this SLA, whether held on paper or in electronic format, are the property of WO. They will be accessible to authorised WO staff at all times, although retained by IAA. IAA will maintain the confidentiality of information gained through work and the MoJ standards for information assurance will be maintained. Any

external requests to IAA for information will be routed through the WO Director for agreement before a response is issued.

26. All current audit files, working papers, reports and other documents specific to WO will be held in accordance with current security standards. All electronic copies of documents and records will be safeguarded by IAA against unauthorised access or destruction. Access to all current and archived documents will be restricted to authorised members of internal or external audit and other staff specifically authorised by WO. Any known lapses of confidentiality will immediately be brought to the attention of the Director.
27. The MoJ IAA's document retention policy states that files (paper and/or electronic) relating to the audit work on the current audit plan should be retained for three years plus the current year (seven years if the audit relates to procurement or fraud). Following this time, all audit files are destroyed. These are kept in Team Mate, our automated audit software programme. WO files will be maintained under this policy unless otherwise directed.

SERVICE STANDARDS AND PERFORMANCE MEASUREMENT

28. The Audit Manager and audit team will conduct all audit reviews in accordance with the GIAS.
29. The Audit Manager will be available for day to day contact, for providing advice and guidance and has overall responsibility for delivery of the IAA audit service.
30. All audits will be subject to quality assurance procedures as specified in the MoJ Audit Manual. Current and end of year performance will be measured by the Head of IAA using indicators set out in Appendix A. The use of customer satisfaction questionnaires will also be employed to assess the perceived effectiveness of client/auditor relationship. To that end, IAA and WO will use their best endeavours to ensure questionnaires are completed.
31. The Audit Manager/audit team members undertake to attend meetings within ten days of receipt of a request from WO, and to reply to letters within ten days.

THE ROLE OF THE BOARD

32. WO Director and Board will support and promote the function of internal audit and to this end agrees to:
 - inform the Audit Manager of any major organisational or system changes which may have an impact on the annual plan and/or the provision of an effective internal audit service;
 - participate in the formulation of periodic audit plans;
 - participate in each audit assignment by way of discussing and agreeing the terms of reference and scope for each review and ensuring the availability of WO staff and information to facilitate the completion of the audit assignment;
 - respond to draft audit reports within agreed targets. This should include an action plan for the implementation of the agreed action points; and
 - advise IAA of the programme of work and findings of all relevant internal and external review or advisory bodies, including external audit.

REVIEW, VARIATION AND RENEWAL OF THE AGREEMENT

33. This Agreement will be subject to annual review as part of the Audit Committee's advice to the Director about the standards of internal audit IAA.
34. Alterations or revisions to the Agreement may be suggested by either party at any time but will require the agreement of both the Director and Head of IAA before any formal written amendment may be made, apart from very minor or routine changes not affecting the substance of the Agreement.

ESCALATION ARRANGEMENTS AND RESOLUTION OF DIFFERENCES

35. Any concern about the quality of any aspect of the internal audit service, or conduct of the auditors should be referred to the Head of Audit Operations responsible for that Area. The Head of Audit Operations may decide to consult the Head of IAA about the issue. If WO is not satisfied with the outcome, or if the complaint involves the Head of Audit Operation's performance or conduct, the WO may directly refer the matter to the Head of IAA. In the final resort, the Director may wish to consult the MoJ Principal Accounting Officer, normally through the MoJ Director General, Finance, about the manner in which the complaint has been handled.
36. Should there be a difference, or dispute between the parties to this Agreement which cannot be resolved between the signatories to the Agreement, the matter will be referred to an independent arbitration panel consisting of a mutually agreed representative nominated by each of the parties.

CONFLICT OF INTEREST

37. In the event of any matter arising during the period of this Agreement, which constitutes a conflict of interest on the part of MoJ IAA or its staff or agents, then the Head of IAA or their nominee will immediately notify the Director and take action to resolve the matter. IAA will maintain an up-to-date Register of Interests for all staff or agents and relevant sections will be immediately disclosed to WO.

Signed by [REDACTED] (Director)

Date

On behalf of **Wales Office**

Signed by [REDACTED] (Head of MoJ IAA)

Date

On behalf of **MoJ Internal Audit and Assurance**

PERFORMANCE INDICATORS

Delivery of Audit Programme	At least one quarter of the agreed local programme to be delivered each quarter.
	Progress report summarising the results of audit work at 3 months, 6 months and 9 months to be produced for the Director, via the Audit Committee no later than one month after the quarter end.
	Annual report giving formal opinion on the adequacy of risk management, control and governance during 2010/11 to be issued to the Director, via the Audit Committee by the end of April 2011.
Completion of Audit Reports	Draft reports to be issued within 15 days of the completion of fieldwork.
	Final reports to be issued within 10 days of receipt of an agreed action plan.
	All reports from agreed audit programme to have been issued in draft (at least) by the end of March 2012.
	95% of audit recommendations accepted.
Customer satisfaction	To deliver a service which achieves at least 8 out of 10 in terms of overall satisfaction.
Liaison with External Audit	Requests for working papers/reports from External Audit to be responded to within 10 working days.
External Quality Assurance	A positive opinion on Internal Audit following annual review by NAO.

ANNUAL AUDIT PLAN

PROPOSED RISK BASED AUDIT PLAN - 2011/12

Risk based audits

	Outline scope	Days	Proposed Timing
Stakeholder Management	Review the strategy, policies and procedures in place to manage stakeholder engagement across the WO. Provide assurance that there is a cohesive structure in place to support effective communication and consultation to ensure Wales' interests are reflected in policy decisions.	12	Quarter 4
MoJ/WO SLA	Review the SLA with MoJ to ensure performance measures are being monitored, issues are resolved in a timely manner, escalation processes are effective and VfM is achieved.	5	Quarter 3
Banking	Review the new banking processes and	3	Quarter 2

PROPOSED RISK BASED AUDIT PLAN - 2011/12	Outline scope	Days	Proposed Timing
	controls in place to transfer money from the WO bank account to WAG using the Government Banking Service and Liberata.		
Accounts Production	Review the MoJ accounting policies adopted by WO to determine whether the systems and processes in place are adequate to support the first year production of the WO accounts under the new HM Treasury requirements.	8	Quarter 3
Corporate Governance	Review governance framework to ensure it is fit for purpose and provides adequate assurance mechanisms over risk management and control to the PAO.	8	Quarter 3
Total risk based audits		36	
Follow up work			
	Confirmation with management that 2010-11 audit recommendations have been implemented.	2	
Total follow up work		2	
Other Audit related work			
Reporting to Audit Committee (including Annual Report)		3	Quarterly reports and annual report Quarters 1 - 4
Planning/liaison with Management		2	
Total – other Audit related work		5	
Grand total – direct audit days		43	

SERVICE LEVEL AGREEMENT

between

**MINISTRY OF JUSTICE INTERNAL AUDIT AND
ASSURANCE**

and

Northern Ireland Office

for the provision of the

INTERNAL AUDIT

From 1 April 2011

INTRODUCTION

1. The Northern Ireland Office (NIO) is a Department of State. The NIO Director General's responsibilities, as Principal Accounting Officer include ensuring that there is a high standard of financial management in NIO as a whole; that financial systems and procedures promote the efficient and economic conduct of business and safeguard financial propriety and regularity throughout the NIO; and that financial considerations are fully taken into account in decisions on policy proposals.
2. The NIO is required, under the terms of Managing Public Money (Box 3.1), to maintain an internal audit service. In addition, the is responsible for ensuring that the internal audit service accords with the standards laid down in the Government Internal Audit Standards (GIAS).
3. This document sets out the agreement between the NIO and MoJ Internal Audit and Assurance (IAA) on the arrangements for delivering an internal audit service that will serve the business needs of the NIO and discharge the Director General's responsibilities in respect of its internal audit service.

PERIOD OF AGREEMENT

4. This Agreement is between the NIO and IAA for the purpose of providing the integrated audit and assurance service to the Director General from 1 April 2011 to March 2012.
5. This Agreement is not binding in law, but both parties agree to act as if such force was in effect. Variations to this Agreement shall only be valid if agreed in writing between the Head of IAA and the Director General.

INTERNAL AUDIT AND ASSURANCE STAFF

6. The Head of IAA will also be Head of Internal Audit (HIA) for the NIO, but will nominate a senior member of staff **[REDACTED]** who, as Audit Manager for the NIO, will be responsible for day to day liaison with senior management and delivery of the audit plan.
7. The Audit Manager, for line management purposes, reports through the Head of Audit Operations **[REDACTED]** to the Head of IAA, but will be regarded as a member of NIO's senior management for the purpose of maintaining knowledge and understanding of the NIO business and priorities (see also paragraphs 22 – 24 on arrangements for operational reporting of Internal Audit work).
8. A dedicated core internal audit team will be responsible for undertaking internal audit work in the NIO. From time to time this may be supplemented by staff from elsewhere in IAA, or staff from external firms appointed by IAA to provide services to the Department. Where staff from external firms are to be used, the NIO will be notified in advance and have the right of refusal, should this be considered appropriate.
9. All internal audit assignments will be led by auditors who are professionally qualified, appropriately experienced and have the required security clearance. Any trainee staff will be supervised by fully trained auditors and their work will be carefully reviewed.

DESCRIPTION OF SERVICE

10. An annual plan will be prepared each year which will provide adequate coverage to meet the needs of the Director General. A detailed programme of audits for 2011/12 is attached which amounts to 47 days audit work.
11. This does not include work undertaken by the NIO staff in connection with the internal audit work. The periodic audit plans will be presented to the Audit Committee to recommend approval by the Director General. Significant changes to the plan will be agreed between the Audit Manager and the Director General (in consultation with the Audit Committee, where appropriate).
12. Any request by the NIO for changes above the resource envelope of 47 days will be subject to consideration of the impact and potential costs for IAA. If the request cannot be absorbed by IAA at nil cost to the MoJ, the Head of IAA will negotiate with the Director General the rate at which the additional work will be re-charged to the NIO and the invoicing arrangement.
13. The Head of IAA will use best endeavours to ensure that the Audit Manager for the NIO has access to sufficient resource to deliver the agreed number of days. However if exceptional circumstances render this unachievable, the Head of IAA will consult the Director General and Audit Committee on how the situation should be handled.

FEES AND CHARGES

14. The NIO will be notified of the estimated cost of the work as part of the planning process preceding the relevant financial year and the funds for the agreed level of service will be transferred to the IAA budget as part of the budget setting process. The charge for 2011/12 is £400 per day.

RIGHTS OF ACCESS

15. IAA staff working on the NIO plan, subject to having the required security clearance, have the right of access to all relevant records, data, assets, members of staff and business premises and have the authority to obtain such information and explanations as they consider necessary to discharge their responsibilities. IAA staff will ensure that the NIO information is retained and managed in accordance with MoJ information assurance requirements.

INDEPENDENCE

16. Audit activity must be independent. IAA staff must be sufficiently independent of the activities which they audit to enable them to perform their duties in a manner which facilitates impartial and effective professional judgements and recommendations. They should have no executive responsibilities.
17. The Audit Manager should be given unfettered access to the Director General and Audit Committee Chair. Requests for access will be made in advance of need.

ASSIGNMENT MANAGEMENT AND REPORTING

18. The Audit Manager will liaise with National Audit Office (NAO) and other assurance functions and review teams, as appropriate, to minimise the risks of duplication of review, avoid unnecessary burden on management and facilitate reliance on internal audit by the NAO.
19. The relevant official will agree terms of reference with the Audit Manager for each audit assignment prior to its commencement. During each assignment, the audit team will keep management advised of progress. Any major emerging findings and action points

and, in particular, any major system weakness or significant control failure will immediately be drawn to the attention of management. On completion of the fieldwork, and in accordance with timetables agreed with management, a draft report, including prioritised action points to improve control systems, will be issued and discussed. This will be followed by a final report incorporating management's formal response and proposals for the implementation of the action points.

20. Any instances of potential fraud identified or suspected by the audit team in the course of their work will be subject to discussion with management in line with the established anti-fraud policy. The Head of IAA should be notified by management of all allegations of fraud which come to their attention.
21. To ascertain progress in implementing agreed action points, the audit team will follow up completed audits where significant weaknesses have been identified, to ensure that improvement in control has been achieved by the dates agreed. The Audit Committee will be advised of any instances where actions are not implemented by their due dates.

REPORTING TO THE DIRECTOR GENERAL AND AUDIT COMMITTEE

22. The Audit Manager will report to the Audit Committee on progress against the audit plan, a summary of the results of audit work to date and the progress made against agreed actions. The Head of IAA will provide an annual report to the Audit Committee and Director General on the work undertaken, and the performance of both parties against agreed targets. That report will include an opinion on the adequacy of risk, control and governance arrangements.
23. The Audit Manager will ensure that significant control, governance or risk management concerns that are identified from internal audit work are brought to the attention of the Director General and Audit Committee as soon as practicable.
24. If the Head of IAA becomes aware of significant control issues which directly impacts on the NIO, she will advise, normally through the Audit Manager, the Director General and Audit Committee Chair.

DOCUMENT STORAGE AND OWNERSHIP

25. All working papers, reports and other audit documentation relating to the delivery of this SLA, whether held on paper or in electronic format, are the property of NIO. They will be accessible to authorised NIO staff at all times, although retained by IAA. IAA will maintain the confidentiality of information gained through work and the MoJ standards for information assurance will be maintained. Any external requests to IAA for information will be routed through the NIO Director General for agreement before a response is issued.
26. All current audit files, working papers, reports and other documents specific to the NIO will be held in accordance with current security standards. All electronic copies of documents and records will be safeguarded by IAA against unauthorised access or destruction. Access to all current and archived documents will be restricted to authorised members of internal or external audit and other staff specifically authorised by the NIO. Any known lapses of confidentiality will immediately be brought to the attention of the Director General.
27. The MoJ IAA's document retention policy states that files (paper and/or electronic) relating to the audit work on the current audit plan should be retained for three years

plus the current year (seven years if the audit relates to procurement or fraud). Following this time, all audit files are destroyed. These are kept in Team Mate, our automated audit software programme. The NIO files will be maintained under this policy unless otherwise directed.

SERVICE STANDARDS AND PERFORMANCE MEASUREMENT

28. The Audit Manager and audit team will conduct all audit reviews in accordance with the GIAS.
29. The Audit Manager will be available for day to day contact, for providing advice and guidance and has overall responsibility for delivery of the IAA audit service.
30. All audits will be subject to quality assurance procedures as specified in the MoJ Audit Manual. Current and end of year performance will be measured by the Head of IAA using indicators set out in Appendix A. The use of customer satisfaction questionnaires will also be employed to assess the perceived effectiveness of client/auditor relationship. To that end, IAA and the NIO will use their reasonable endeavours to ensure questionnaires are completed.
31. The Audit Manager/audit team members undertake to attend meetings within ten days of receipt of a request from the NIO, and to reply to letters within ten days.

THE ROLE OF THE BOARD

32. The NIO Director General and Board will support and promote the function of internal audit and to this end agrees to:
 - inform the Audit Manager of any major organisational or system changes which may have an impact on the annual plan and/or the provision of an effective internal audit service;
 - participate in the formulation of periodic audit plans;
 - participate in each audit assignment by way of discussing and agreeing the terms of reference and scope for each review and ensuring the availability of the NIO staff and information to facilitate the completion of the audit assignment;
 - respond to draft audit reports within agreed targets. This should include an action plan for the implementation of the agreed action points; and
 - advise IAA of the programme of work and findings of all relevant internal and external review or advisory bodies, including external audit.

REVIEW, VARIATION AND RENEWAL OF THE AGREEMENT

33. This Agreement will be subject to annual review as part of the Audit Committee's advice to the Director General about the standards of internal audit IAA.
34. Alterations or revisions to the Agreement may be suggested by either party at any time but will require the agreement of both the Director General and Head of IAA before any formal written amendment may be made, apart from very minor or routine changes not affecting the substance of the Agreement.

ESCALATION ARRANGEMENTS AND RESOLUTION OF DIFFERENCES

35. Any concern about the quality of any aspect of the internal audit service, or conduct of the auditors should be referred to the Head of Audit Operations responsible for that Area. The Head of Audit Operations may decide to consult the Head of IAA about the issue. If the NIO is not satisfied with the outcome, or if the complaint involves the Head of Audit Operation's performance or conduct, the NIO may directly refer the matter to the Head of IAA. In the final resort, the Director General may wish to consult the MoJ Principal Accounting Officer, normally through the Director General, Finance, about the manner in which the complaint has been handled.
36. Should there be a difference, or dispute between the parties to this Agreement which cannot be resolved between the signatories to the Agreement, the matter will be referred to an independent arbitration panel consisting of a mutually agreed representative nominated by each of the parties.

CONFLICT OF INTEREST

37. In the event of any matter arising during the period of this Agreement, which constitutes a conflict of interest on the part of MoJ IAA or its staff or agents, then the Head of IAA or their nominee will immediately notify the Director General and take action to resolve the matter. IAA will maintain an up-to-date Register of Interests for all staff or agents and relevant sections will be immediately disclosed to the NIO.

Signed by **[REDACTED] (Director General)**

Date

On behalf of **Northern Ireland Office**

Signed by **[REDACTED] (Head of IAA)**

Date

On behalf of **MoJ Internal Audit and Assurance**

PERFORMANCE INDICATORS

Delivery of Audit Programme	At least one quarter of the agreed local programme to be delivered each quarter.
	Progress report summarising the results of audit work at 3 months, 6 months and 9 months to be produced for the Director General, via the Audit Committee no later than one month after the quarter end.
	Annual report giving formal opinion on the adequacy of risk management, control and governance during 2010/11 to be issued to the Director General, via the Audit Committee by the end of April 2011.
Completion of Audit Reports	Draft reports to be issued within 15 days of the completion of fieldwork.
	Final reports to be issued within 10 days of receipt of an agreed action plan.
	All reports from agreed audit programme to have been issued in draft (at least) by the end of March 2012.
	95% of audit recommendations accepted.
Customer satisfaction	To deliver a service which achieves at least 8 out of 10 in terms of overall satisfaction.
External Quality Assurance	A positive opinion on Internal Audit following annual review by Audit Commission.

ANNUAL AUDIT PLAN

PROPOSED RISK BASED AUDIT PLAN - 2011/12

	Outline scope	Days	Proposed Timing
Risk based audits			
Efficiency savings	Monitoring and control over planned efficiency savings to ensure targets are met and financial pressures/ risks are identified and resolved.	10	Quarter 2
ALB Monitoring and Assurance Arrangements	Select sample of ALBs (to be agreed) and review sponsorship agreements, including mechanisms in place to monitor delivery of business objectives.	10	Quarter 3
Relationship between NIO and Whitehall	Review the strategy, policies and procedures in place to manage NIOs relationship with relevant bodies across Whitehall, including SO/WO/HMT/MoJ. Provide assurance that there is a cohesive structure in place to support effective communication and consultation to ensure NIO interests are reflected in SLAs and forums.	10	Quarter 3

**PROPOSED RISK BASED
AUDIT PLAN - 2011/12**

Corporate Governance

Outline scope

Review governance framework in light of Government's Revised Code and the organisation structure 2 years post devolution to ensure assurance mechanisms are operating effectively.

Days

10

Proposed Timing

Quarter 4

Total risk based audits

40

Follow up work

Confirmation with management that 2010-11 audit recommendations have been implemented.

2

2

Total follow up work

Other Audit related work

Reporting to Audit Committee (including Annual Report)
Planning/liaison with Management

3

Quarterly reports and annual report

2

Quarters 1 - 4

Total – other Audit related work

5

Grand total – direct audit days

47

SERVICE LEVEL AGREEMENT

between

**MINISTRY OF JUSTICE INTERNAL AUDIT
AND ASSURANCE**

and

**SCOTLAND OFFICE/OFFICE OF THE
ADVOCATE GENERAL**

for the provision of the

INTERNAL AUDIT

From 1 April 2011

INTRODUCTION

1. The Scotland Office (SO) is a Department of State. The Scotland Office shares a single budget with the Office of the Advocate General and the Director of the Scotland Office is the Principal Accounting Officer for both the Scotland and the Office of the Advocate General. Hereafter references to the Scotland Office should be read to refer to both the Scotland Office and the Office of the Advocate General. The SO Director's responsibilities, as Principal Accounting Officer, include ensuring that there is a high standard of financial management in SO as a whole; that financial systems and procedures promote the efficient and economic conduct of business and safeguard financial propriety and regularity throughout SO; and that financial considerations are fully taken into account in decisions on policy proposals.
2. The SO is required, under the terms of Managing Public Money (Box 3.1) to maintain an internal audit service. In addition, the Director is responsible for ensuring that the internal audit service accords with the standards laid down in the Government Internal Audit Standards (GIAS).
3. This document sets out the agreement between SO and MoJ Internal Audit and Assurance (IAA) on the arrangements for delivering an internal audit service that will serve the business needs of SO and discharge the Director's responsibilities in respect of its internal audit service.

PERIOD OF AGREEMENT

4. This Agreement is between SO and IAA for the purpose of providing the internal audit service to the Director from 1 April 2011 to March 2012.
5. This Agreement is not binding in law, but both parties agree to act as if such force was in effect. Variations to this Agreement shall only be valid if agreed in writing between the Head of IAA and the Director.

INTERNAL AUDIT AND ASSURANCE STAFF

6. The Head of IAA will also be Head of Internal Audit (HIA) for SO, but will nominate a senior member of staff **[REDACTED]** who, as Audit Manager for SO, will be responsible for day to day liaison with senior management and delivery of the audit plan.
7. The Audit Manager, for line management purposes, reports through a Head of Audit Operations **[REDACTED]** to the Head of IAA and has responsibility for maintaining knowledge and understanding of SO business and priorities (see also paragraphs 22 – 24 on arrangements for operational reporting of Internal Audit work).
8. A dedicated core internal audit team will be responsible for undertaking internal audit work in SO. From time to time this may be supplemented by staff from elsewhere in IAA.
9. All internal audit assignments will be led by auditors who are professionally qualified, appropriately experienced and have the required security clearance. Any trainee staff will be supervised by fully trained auditors and their work will be carefully reviewed.

DESCRIPTION OF SERVICE

10. An annual plan will be prepared each year which will provide adequate coverage to meet the needs of the Director. A detailed programme of audits for 2011/12 is attached which amounts to 35 days audit work.
11. This does not include work undertaken by SO staff in connection with the internal audit work. The periodic audit plans will be presented to the Audit Committee to recommend approval by the Director. Significant changes to the plan will be agreed between the Audit Manager and the Director (in consultation with the Audit Committee, where appropriate).
12. Any request by SO for changes above the resource envelope of 35 days will be subject to consideration of the impact and potential costs for IAA. If the request cannot be absorbed by IAA at nil cost to the SO the Head of IAA will negotiate with the Director the rate at which the additional work will be re-charged to the SO and the invoicing arrangement.
13. The Head of IAA will use best endeavours to ensure that the Audit Manager for SO has access to sufficient resource to deliver the agreed number of days. However if exceptional circumstances render this unachievable, the Head of IAA will consult the Director and Audit Committee on how the situation should be handled.

FEES AND CHARGES

14. SO will be notified of the estimated cost of the work as part of the planning process and the funds for the agreed level of service will be transferred to the IAA budget as part of the budget setting process. The charge for 2011/12 is £400 per day.

RIGHTS OF ACCESS

15. IAA staff working on the SO plan have the right of access to all records, data, assets, members of staff and business premises and have the authority to obtain such information and explanations as they consider necessary to discharge their responsibilities. IAA staff will ensure that SO information is retained and managed in accordance with MoJ information assurance requirements.

INDEPENDENCE

16. Audit activity must be independent. IAA staff must be sufficiently independent of the activities which they audit to enable them to perform their duties in a manner which facilitates impartial and effective professional judgements and recommendations. They should have no executive responsibilities.
17. The Audit Manager should be given unfettered access to the Director and Audit Committee Chair. Requests for access will be made in advance of need.

ASSIGNMENT MANAGEMENT AND REPORTING

18. The Audit Manager will liaise with National Audit Office (NAO) and other assurance functions and review teams, as appropriate, to minimise the risks of duplication of review, avoid unnecessary burden on management and facilitate reliance on internal audit by the NAO.

19. The relevant sponsor will agree terms of reference with the Audit Manager for each audit assignment prior to its commencement. During each assignment, the audit team will keep management advised of progress. Any major emerging findings and action points and, in particular, any major system weakness or significant control failure will immediately be drawn to the attention of management. On completion of the fieldwork, and in accordance with timetables agreed with management, a draft report, including prioritised action points to improve control systems, will be issued and discussed. This will be followed by a final report incorporating management's formal response and proposals for the implementation of the action points.
20. Any instances of potential fraud identified or suspected by the audit team in the course of their work will be subject to discussion with management in line with the established anti-fraud policy. The Head of IAA should be notified by management of all allegations of fraud which come to their attention.
21. To ascertain progress in implementing agreed action points, the audit team will follow up completed audits where significant weaknesses have been identified, to ensure that improvement in control has been achieved by the dates agreed. The Audit Committee will be advised of any instances where actions are not implemented by their due dates.

REPORTING TO THE DIRECTOR AND AUDIT COMMITTEE

22. The Audit Manager will report to the Audit Committee on progress against the audit plan, a summary of the results of audit work to date and the progress made against agreed actions. The Head of IAA will provide an annual report to the Audit Committee and Director on the work undertaken, and the performance of both parties against agreed targets. That report will include an opinion on the adequacy of risk, control and governance arrangements.
23. The Audit Manager will ensure that significant control, governance or risk management concerns that are identified from internal audit work are brought to the attention of the Director and Audit Committee as soon as practicable.
24. If the Head of IAA becomes aware of significant control issues which directly impacts on SO, she will advise, normally through the Audit Manager, the Director and Audit Committee Chair.

DOCUMENT STORAGE AND OWNERSHIP

25. All working papers, reports and other audit documentation relating to the delivery of this SLA, whether held on paper or in electronic format, are the property of SO. They will be accessible to authorised SO staff at all times, although retained by IAA. IAA will maintain the confidentiality of information gained through work and the MoJ standards for information assurance will be maintained. Any external requests to IAA for information will be routed through the SO Director for agreement before a response is issued.
26. All current audit files, working papers, reports and other documents specific to SO will be held in accordance with current security standards. All electronic copies of documents and records will be safeguarded by IAA against unauthorised access or

destruction. Access to all current and archived documents will be restricted to authorised members of internal or external audit and other staff specifically authorised by SO. Any known lapses of confidentiality will immediately be brought to the attention of the Director.

27. The MoJ IAA's document retention policy states that files (paper and/or electronic) relating to the audit work on the current audit plan should be retained for three years plus the current year (seven years if the audit relates to procurement or fraud). Following this time, all audit files are destroyed. These are kept in Team Mate, our automated audit software programme. SO files will be maintained under this policy unless otherwise directed.

SERVICE STANDARDS AND PERFORMANCE MEASUREMENT

28. The Audit Manager and audit team will conduct all audit reviews in accordance with the GIAS.
29. The Audit Manager will be available for day to day contact, for providing advice and guidance and has overall responsibility for delivery of the IAA audit service.
30. All audits will be subject to quality assurance procedures as specified in the MoJ Audit Manual. Current and end of year performance will be measured by the Head of IAA using indicators set out in Appendix A. The use of customer satisfaction questionnaires will also be employed to assess the perceived effectiveness of client/auditor relationship. To that end, IAA and SO will use their best endeavours to ensure questionnaires are completed.
31. The Audit Manager/audit team members undertake to attend meetings within ten days of receipt of a request from SO, and to reply to letters within ten days.

THE ROLE OF THE BOARD

32. SO Director and Board will support and promote the function of internal audit and to this end agrees to:
 - inform the Audit Manager of any major organisational or system changes which may have an impact on the annual plan and/or the provision of an effective internal audit service;
 - participate in the formulation of periodic audit plans;
 - participate in each audit assignment by way of discussing and agreeing the terms of reference and scope for each review and ensuring the availability of SO staff and information to facilitate the completion of the audit assignment;
 - respond to draft audit reports within agreed targets. This should include an action plan for the implementation of the agreed action points; and
 - advise IAA of the programme of work and findings of all relevant internal and external review or advisory bodies, including external audit.

REVIEW, VARIATION AND RENEWAL OF THE AGREEMENT

33. This Agreement will be subject to annual review as part of the Audit Committee's advice to the Director about the standards of internal audit IAA.

34. Alterations or revisions to the Agreement may be suggested by either party at any time but will require the agreement of both the Director and Head of IAA before any formal written amendment may be made, apart from very minor or routine changes not affecting the substance of the Agreement.

ESCALATION ARRANGEMENTS AND RESOLUTION OF DIFFERENCES

35. Any concern about the quality of any aspect of the internal audit service, or conduct of the auditors should be referred to the Head of Audit Operations responsible for that Area. The Head of Audit Operations may decide to consult the Head of IAA about the issue. If SO is not satisfied with the outcome, or if the complaint involves the Head of Audit Operation's performance or conduct, the SO may directly refer the matter to the Head of IAA. In the final resort, the Director may wish to consult the MoJ Principal Accounting Officer, normally through the MoJ Director General, Finance, about the manner in which the complaint has been handled.
36. Should there be a difference, or dispute between the parties to this Agreement which cannot be resolved between the signatories to the Agreement, the matter will be referred to an independent arbitration panel consisting of a mutually agreed representative nominated by each of the parties.

CONFLICT OF INTEREST

37. In the event of any matter arising during the period of this Agreement, which constitutes a conflict of interest on the part of MoJ IAA or its staff or agents, then the Head of IAA or their nominee will immediately notify the Director and take action to resolve the matter. IAA will maintain an up-to-date Register of Interests for all staff or agents and relevant sections will be immediately disclosed to SO.

Signed by [REDACTED] (Director)

Date

On behalf of **Scotland Office**

Signed by [REDACTED] (Head of MoJ IAA)

Date

On behalf of **MoJ Internal Audit and Assurance**

PERFORMANCE INDICATORS

Delivery of Audit Programme	At least one quarter of the agreed local programme to be delivered each quarter.
	Progress report summarising the results of audit work at 3 months, 6 months and 9 months to be produced for the Director, via the Audit Committee no later than one month after the quarter end.
	Annual report giving formal opinion on the adequacy of risk management, control and governance during 2010/11 to be issued to the Director, via the Audit Committee by the end of April 2011.
Completion of Audit Reports	Draft reports to be issued within 15 days of the completion of fieldwork.
	Final reports to be issued within 10 days of receipt of an agreed action plan.
	All reports from agreed audit programme to have been issued in draft (at least) by the end of March 2012.
	95% of audit recommendations accepted.
Customer satisfaction	To deliver a service which achieves at least 8 out of 10 in terms of overall satisfaction.
Liaison with External Audit	Requests for working papers/reports from External Audit to be responded to within 10 working days.
External Quality Assurance	A positive opinion on Internal Audit following annual review by NAO.

ANNUAL AUDIT PLAN

PROPOSED RISK BASED AUDIT PLAN - 2011/12

	Outline scope	Days	Proposed Timing
Risk based audits			
Key control testing (financial controls)	Local financial controls in SO and OAG. To include: local bank reconciliations, GPC, accounts payable, accounts receivable and payroll controls. (SO)	8	Quarter 2
FOI	Review the processes in place to manage FOI requests and disclosure of information. (SO and OAG)	5	Quarter 2
Corporate Governance (systems development)	System development advice on establishing a Corporate	5	Systems development

**PROPOSED RISK BASED AUDIT
PLAN - 2011/12**

	Outline scope	Days	Proposed Timing
	Governance structure that meets the requirements of the new code and PAO responsibilities of the Director.		– in line with SO/OAG corporate governance work
	Provide audit opinion on structure at end-year.		
Relationship between SO and MoJ	Provide assurance that there is a cohesive structure in place to support effective communication and consultation to ensure SO interests are reflected in the implementation of SLAs with MoJ.	8 – days TBA in line with AC comments	To be considered for Quarter 4 and in light of other emerging SO/OAG risks
Total risk based audits		26	
Follow up work			
	Confirmation with management that 2010-11 audit recommendations have been implemented.	4	
Total follow up work		4	
Other Audit related work			
Reporting to Audit Committee (including Annual Report)		3	Quarterly reports and annual report Quarters 1 - 4
Planning/liaison with Management		2	
Total – other Audit related work		5	
Grand total – direct audit days		35	



SERVICE LEVEL AGREEMENT

**SCOTLAND OFFICE/OFFICE OF THE
ADVOCATE GENERAL/WALES OFFICE
(TERRITORIAL OFFICES)**

AND

MINISTRY OF JUSTICE

**SERVICE LEVEL AGREEMENT FOR THE
PROVISION OF PROCUREMENT SERVICES**

1. Parties

This document outlines the business relationship between the following parties:

- Ministry of Justice [Procurement], referred to as Procurement Directorate; and
- the Scotland Office and the Office of the Advocate General for Scotland, referred to as SO, and
- the Wales Office, referred to as WO.

2. Purpose

The purpose of this Memorandum of Understanding is to set out an agreement between Procurement Directorate and the SO and the WO to:

- establish the principles underpinning the relationship between the parties and how they will work together in delivery of this service;
- describe the service and the service levels that the Procurement Directorate will provide to the SO and the WO;
- describe the responsibilities of the Procurement Directorate and the SO and the WO. .

3. Principles

The provision of procurement services is founded on the principles of:

- establishing ownership and standard processes for the day to day delivery and administration of the service provided;
- management of the service in order to provide value for money, seek new and better ways of delivering the service and managing contracted service providers effectively; and
- working in partnership to ensure that the best possible service is delivered

4. Scope of SLA

This SLA covers the provision of the following shared services to the SO and the WO:

- procurement: provision of a wide range of goods and services; and
- any other matters as directed from time to time by the TO, and agreed by the MoJ Responsible Officer.

5. Responsibilities of the Parties

Procurement Directorate

The Procurement Directorate is able to provide a full, or part, procurement and contract management service for all goods and services (except for those relating to ARAMIS IT). The extent of the requirement for involvement of the Procurement Directorate will be established at an initial meeting of the relevant TO and the Procurement Directorate.

For example, the relevant TO may:

- run its own procurement process but receive advice from the Procurement Directorate;
- use Procurement Directorate expertise to develop and advertise a specification but evaluate and award a contract independently;
- use the Procurement Directorate for a complete procurement service; or
- use the Procurement Directorate for a complete procurement service and contract management service.

In summary, the Procurement Directorate will:

- provide professional advice and guidance on all matters relating to procurement, including developing a procurement strategy; managing the tender process when necessary, and participating in the evaluation of bids if required by the TO;
- undertake the complete procurement process for the TO for all procurement over the OJEU threshold or when requested by the TO;
- provide access to the MoJ's existing call-off contracts;
- provide access to all the MoJ's other existing contracts where suppliers are able to provide suitable and acceptable goods and services at a keen price without the need to go through the tender process;
- provide guidance on consultancy and other professional services to ensure adherence to specific government-wide procurement rules;
- sign-off procurements made by or for the TO to confirm to the TO's Accounting Officer that MoJ's procurement policy has been adhered to;
- provide training for TO staff on procurement matters as required;
- provide a single point of contact in London through whom TO staff will be referred to the appropriate procurement specialist and to whom ad hoc queries can be referred;
- provide advice/guidance on issues relating to specific "legacy contracts";
- provide expert advice and support to jointly develop the TO procurement Strategy/Policy in support of its overall business objectives;
- provide ad hoc commercial and contractual advice/support, supplier management
- provide information and advice about compliance with mandatory pan-Government contracts;
- provide information and advice about compliance with Cabinet Office and other central returns in line with cross-Government policies like the transparency agenda.

For contracts which the SO and WO are using, the Procurement Directorate will be responsible for high-level contract management of new and historical agreements including:

- undertaking contract reviews where the service is being provided for a number of MoJ bodies;
- liaising with the contractor over contractual changes (in liaison with the SO and the WO);
- monitoring the market, and undertaking benchmarking as appropriate, to ensure such contracts continue to offer best available deal;
- working with the SO and the WO and the supplier to identify opportunities to improve quality and value, and to provide solutions for new or changing business requirements;
- resolution of SO and/or WO issues or concerns; and
- provision and analysis of management information, such as on the use of contracts and expenditure and supplier performance;

The Procurement Directorate will not make any alterations to contract timelines during the procurement process or to an awarded contract specification or terms and conditions without the express approval of the relevant TO.

SO and WO

- The relevant TO will be responsible for:
- providing clear ownership of business requirements;
- consulting the Procurement Directorate on business activities that have procurement implications;
- making the final decision on contract award where the contract is being entered into by the relevant TO as the sole customer;
- providing appropriate feedback on contracts and other services provided by the MoJ Procurement Directorate;
- providing feedback from contract review meetings to the Procurement Directorate;
- ordering goods and services for which it holds the budget and ensuring payment is made;
- day-to-day contract management of the SO and WO contracts (where SO and/or WO are the sole customer(s), including identifying whether Service Level Indicators have been met);
- identifying and resolving local disputes with suppliers in the first instance and, where necessary, escalating any disputes/concerns to the Procurement Directorate for resolution to take place; and
- maintaining internal controls.
- Adhere to all mandatory central Government contracts as directed by Cabinet Office
- Provide data returns as required to support the transparency agenda or any other such cross Government agendas as defined by Cabinet Office

The SO and the WO will provide the Procurement Directorate with sufficient information for the Directorate to fulfil its responsibilities. This includes providing details of: existing TO contracts and suppliers; past expenditure and future planned requirements.

6. Performance Targets

See Annex A

7. Monitoring, Reporting and Review

Management information detailing performance against targets will be provided and discussed on a quarterly basis in a meeting between the responsible officers of each party to this SLA to ensure targets are being met. Areas for discussion should include:

- services provided
- advice given
- contract feedback
- any other related procurement issues

Should any issues with service arise from any party a documented forward plan of action with review at the next quarterly meeting, or earlier if deemed necessary, should be agreed. Where performance of any one or more of the parties does not improve or an agreed path of resolution cannot be reached, escalation procedures should be activated (see section 10).

This SLA should be reviewed in detail at the start of each financial year.

Any agreed minor amendments to the SLA are to be handled mid year by the responsible officers by way of an addendum to the SLA and copied to the SLA owners. Any major changes, which can be classified as changing service level responses or that materially alter the service, need to be agreed and signed off by the SLA owners.

8. Responsible Officers

The name, address and contact details of the responsible officers for the day to day running of this MoU and who will monitor shared service delivery are:

For Procurement:

For SO

For WO

[REDACTED]

[REDACTED]

9. Escalation Procedures

Each party should refer in the first instance to their respective responsible officer. If, following discussion and using the monitoring, reporting and review systems in place, a resolution still cannot be found the responsible officer should appraise the SLA owner(s) of the situation and a discussion/meeting be convened to achieve resolution.

10. Charging

There are no hard or soft charges to be levied for the service provided by the Procurement Directorate. This is due to the likely variable nature of the time spent providing the service, which would therefore be difficult to cost out.

Signed on behalf of
MoJ

Date:

Signed..... on behalf of
Scotland Office [REDACTED]

Date:

Signed..... on behalf of
Wales Office [REDACTED]

Date:

Annex A: Performance measures



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WALES OFFICE

AND

MINISTRY OF JUSTICE

**MEMORANDUM OF UNDERSTANDING FOR
THE PROVISION OF IT SERVICES**

Memorandum of Understanding

BETWEEN:
THE WALES OFFICE

Gwydyr House
Whitehall
London SW1A 2NP

And
The Ministry of Justice (MoJ)

102 Petty France

London

SW1H 9AJ

For Ministry of Justice

Signed by:
Name:
Position:

For WALES OFFICE

Signed by:
Name: **[REDACTED]**
Position: Head of Corporate Services

This Agreement can only be changed by joint written agreement by the
WALES OFFICE and MOJ.

1. Contract Details

Wales Office's Representative is: [REDACTED]

The MOJ's Representative is: [REDACTED]

The Commencement Date is: 1 April 2011

The Premises are: Gwydyr House, London; and
Discovery House, Cardiff

2. The Service Contract Managers are:

Business Partner [REDACTED]

Service Delivery Manager [REDACTED]

Wales Office's address for Services are as follows:
Gwydyr House, Whitehall, London SW1A 2NP
Discovery House, Scott Harbour, Cardiff Bay, Cardiff, CF10 4PJ

The MOJ registered office address is as follows:
102 Petty France, London SW1H 9AJ

3. Background and scope of this Agreement

The Wales Office was until 31 March 2011 an associated office of the Ministry of Justice and was provided with support and other corporate services by the MoJ. This agreement establishes that the arrangements in place on 31 March will continue in principle from 1 April when the Wales Office ceases to have the associated office relationship with the MoJ but will continue to be supported by that Ministry for the purposes of corporate services.

For contractual purposes, the Wales Office will continue to be considered as a part of the MoJ HQ and services received will be to the same standard and subject to the same charging regime as a MoJ HQ business unit would expect.

4. Managed Service Performance Review and Management Reporting

Performance reviews will be held quarterly and attended by the MoJ Service Management Representatives, and the Wales Office Representative. The Wales Office will have the right to arrange additional meetings with the MOJ to discuss management of the Services covered by this Agreement as necessary.

MoJ Service Management will collate management information relating to the Services, for review at the quarterly Wales Office meetings, including:

- Number of calls logged at each level of severity

- Rectification times.

5. Ministry of Justice Personnel

The Business Partner will be as named in Section 1 and will direct and control the delivery of the Services as detailed in this Agreement. He/she will:

- Have a good general understanding of their portfolio of Services included in the Agreement.
- Give appropriate priority to solving any problems/ rectifying any complaints made by Wales Office, in line with this Agreement.
- Be responsible for Wales Office care. This includes ensuring that Wales Office is satisfied with the performance of the Services received.
- Be responsible for the continuity of Service. Holidays, sickness or changing personnel should not affect Wales Office's ability to obtain advice and information about their portfolio of services or delivery of services.

Any replacement must have at least the same experience and expertise as the person they are replacing.

6. Charges and Invoicing

The arrangements in place before 1 April 2011 will continue.

7. Dispute Procedure

The MoJ and Wales Office shall attempt in good faith to resolve any disputes in connection with this Agreement. If the dispute cannot be resolved by the Representatives, the management structure of both parties will be used as a basis for escalation.

8. Changes to the Provision of the Services

The Wales Office will continue to request new equipment, changes in services, amendments and other activities through the established IT catalogue and Request for Change process. The timetable for managing this process will be that stipulated in the contract between MoJ and its IT suppliers.

Both parties may give six months' notice of the ending of all or a component of the services provided.

9. Description of Services

The MoJ will arrange the provision, continuity and management of the following Services:

- The standard MoJ office terminals, servers and office software
- records management system (TRIM);
- helpdesk;
- email and internet connectivity;
- BlackBerrys;
- Laptops and remote access;
- Disaster recovery.

10. Other provisions

Wales Office staff will continue to comply with the MoJ's IT security policy.

In consultation and agreement with the MoJ's Business Partner, some members of the WO may be designated as 'priority users' for essential business reasons, such as members of ministerial private offices.

Issues reported to the supplier's helpdesk will be afforded the same priority and degree of quality as though it was reported by a MoJ HQ business unit.

**SCOTLAND OFFICE/OFFICE OF THE
ADVOCATE GENERAL/WALES
OFFICE/NORTHERN IRELAND OFFICE**

AND

MINISTRY OF JUSTICE

**SERVICE LEVEL AGREEMENT FOR THE
PROVISION OF WELSH LANGUAGE
TRANSLATION SERVICES**

A yw'n Safonau'n berthnasol i'ch anghenion chi?

Dywedwch wrthym

Safonau Siarter Lleol

Gwasanaeth Iaith Gymraeg –
Uned Weithredol

Ffonio Uned Weithredol – Gwasanaeth Iaith Gymraeg:

- cewch ffonio unrhyw amser rhwng 8.30am a 4.30pm
- atebir y ffôn o fewn 30 eiliad
- cewch gyfarchiad dwyieithog, gan roi enw'r uned ac enw'r person sy'n delio â'ch ymholiad
- cewch wasanaeth cwrtais a phrydlon gan staff

Amcangyfrif yw'r amseroedd canlynol ac maent yn dibynnu ar ein llwyth gwaith ar y pryd.

Cyfieithu negeseuon e-bost/llythyrau a gwaith byr arall hyd at 500 o eiriau

- Os cawn y gwaith cyn 1pm byddwn yn ei anfon yn ôl ar yr un diwrnod gwaith.

Cyfieithu negeseuon e-bost/llythyrau a gwaith byr arall rhwng 500-1000 o eiriau

- Byddwn yn dychwelyd y gwaith o fewn 24 awr o'i dderbyn

Libra – Troseddau, Canlyniadau a Thestun Newidiol

Os cawn y cais cyn 1pm byddwn yn paratoi fersiwn Gymraeg o Orchymyn neu Rybudd ac yn ei anfon yn ôl i'r llys dan sylw o fewn yr un diwrnod.

Libra - Gorchmynion a Rhybuddion

Byddwn yn paratoi fersiwn Gymraeg o Orchymyn neu Rybudd ac yn ei anfon yn ôl i'r llys dan sylw o fewn 24 awr o'i dderbyn.

Are our Standards relevant to your needs?

Tell us

Local Charter Standards

Welsh Language Services -
Operational Unit

Phoning Welsh Language Services – Operational Unit:

- you can phone any time between 8.30am and 4.30pm
- the phone will be answered within 30 seconds
- you will receive a bilingual greeting, the name of the unit and the name of the person dealing with your query
- you will receive a prompt and courteous service from staff.

The following are estimated turnaround times and are subject to current workload.

Translation of e-mails/letters and other short work up to 500 words

- If we receive the work before 1pm we will return within the same working day.

Translation of e-mails/letters and other short work between 500-1000 words

- We will return within 24 hours of receipt.

Libra Offences, Results and Variable Text

If we receive the request before 1pm we will prepare a Welsh document of an Order or Notice and return to the requesting court within the same day. To be discussed.

Libra Orders & Notices

We will prepare a Welsh document of an Order or Notice and return to the requesting court within 24 hours of receipt.

- fe wnawn gyfieithu a dylunio fersiwn Gymraeg a'i anfon yn ôl i chi o fewn 2 ddiwrnod o'i dderbyn.

Os anfonwch atom "Ymateb" i wŷs Rheithgor i'w gyfieithu:

- fe wnawn ddelio â'r ymateb o fewn 1 diwrnod gwaith.

Mae'r canlynol yn syniad o'r amser sydd ei angen i ddychwelyd gwaith cyfieithu yn seiliedig ar y nifer o eiriau yn unig. Dylech nodi os yw'r cynnwys o natur technegol yna fe all yr amser a nodwyd amrywio, ac efallai y byddai'n well ichi ffonio am syniad mwy pendant o ran amser.

1000 – 3000 o eiriau	2 ddiwrnod
3000 – 6000 o eiriau	4 diwrnod
6000 – 10000 o eiriau	7 diwrnod
10000 – 15000 o eiriau	9 diwrnod
15000 – 20000 o eiriau	20 diwrnod
20000 a throsodd	Ffoniwch i drafod

Y Rhyngrwyd/Diweddaru'r Rhyngrwyd

- Byddwn yn delio â cheisiadau o fewn 3 diwrnod.

Cyfieithu ar y Pryd

- Byddwn yn cysylltu â'r llys i gydnabod derbyn y cais ar yr un diwrnod
- Byddwn yn anfon cadarnhad drwy e-bost at y cyfieithydd dan sylw ar y diwrnod y gwneir y trefniant
- Byddwn yn prosesu taliadau ffioedd cyfieithwyr mewn achosion sifil o fewn 5 diwrnod o'u derbyn.

Pan fyddwch yn ysgrifennu atom a bod gofyn i ni ateb, fe wnawn:

- ymateb i 9 o bob 10 llythyr o fewn 5 diwrnod gwaith a'r gweddill o fewn 10 diwrnod gwaith.
- anfon llythyrau atoch gydag enw a rhif ffôn awdur y llythyr.

Os cawn waith i'w gyfieithu gan y Weinyddiaeth Cyfiawnder a'r teulu cysylltiedig:

- Mae'n debygol y bydd y dyddiadau dychwelyd uchod yn berthnasol, ond fe wnawn drafod dyddiad ar gyfer cwblhau'r gwaith yn unol â'ch

translate:

- we will translate and design a Welsh version and send it to you within 2 days of receipt.

If you send us a "Reply" to a Jury summons to translate:

- we will deal with it within 1 working day.

The following are indicated turnaround times for documents based on word counts only. Please note that if the content is of a technical nature then the stated times might vary and it might be worth ringing for a clearer timescale.

1000 – 3000 words	2 days
3000 – 6000 words	4 days
6000 – 10000 words	7 days
10000 – 15000 words ...	9 days
15000 – 20000 words ...	20 days
20000 and over	Please ring to discuss

Intranet/Internet Updates

- We will deal with requests within 3 working days.

Interpreters

- We will acknowledge receipt of request to the court within the same day
- We will inform the interpreter booked by e-mail confirmation on the day of booking
- We will process payment of interpreter fees in relation to civil cases within 5 working days of receipt

When you write to us and we need to reply we will:

- respond to 9 out of 10 letters within 5 working days and the remainder within 10 working days.
- send you letters which give the writer's name and telephone number.

Work received for translation from MoJ and associated family:

- The turnaround times quoted above will probably apply but we will negotiate a completion date to comply with your

gofynion.

- Codir ffi o £80 am bob 1,000 o eiriau, a bydd hynny'n cynnwys unrhyw waith dylunio dwyieithog sydd ei angen.

requirements.

- A fee will be charged of £80/1,000 words translated and will include any bilingual design work deemed necessary

Os cawn anfoneb am waith cyfieithu yn y Llys:

- fe anfonwn yr anfoneb ymlaen o fewn 5 diwrnod gwaith o'i derbyn.

If we receive an invoice for payment of the fee for interpreting in Court:

- we will forward the invoice within 5 working days of receipt.

Pan fyddwn yn dylunio ffurflenni a thaflenni fe wnawn:

- gadw at ofynion Deddf Hawliau Anabledd parthed ffont, bylchau a lliw.

When we design forms and leaflets we will:

- Adhere to the requirements of the Disability Rights Act re font, spacing and colour.

Pan fyddwch yn ffonio'r Llinell Gymorth Cymraeg 0800 212368 fe:

- atebir y ffôn o fewn 30 eiliad
- gewch wasanaeth cwrtais a phrydlon gan staff

When you ring the Welsh Language Telephone Helpline 0800 212368 we will:

- answer calls within 30 seconds
- provide prompt and courteous service from staff.

Os nad ydych yn fodlon â'r ymateb neu fod gennych gwyn:

[REDACTED],
Pennaeth y Gwasanaeth Iaith Gymraeg,
Canolfan Cyfiawnder Troseddol Caernarfon,
Ffordd Llanberis,
Caernarfon,
Gwynedd,
LL55 2DF.

If you are not satisfied with the response or you have a complaint:

[REDACTED],
Head of Welsh Language Services,
Caernarfon Criminal Justice Centre,
Llanberis Road,
Caernarfon,
Gwynedd,
LL55 2DF.

Gallwch hefyd gysylltu drwy:

Ffôn: [REDACTED]

Ffacs: [REDACTED]

E-bost: [REDACTED]

You may also contact by:

Phone: [REDACTED]

Fax: [REDACTED]

E-mail: [REDACTED]

Head of Welsh Language Services

[REDACTED]

Her Majesty's Courts and Tribunals Service

Caernarfon Criminal Justice Centre

Llanberis Road

Caernarfon, Gwynedd.

LL55 2DF

[REDACTED]

[REDACTED]



HR Service Level Agreement with the Territorial
Offices
Overarching Document

1 MoJ – Territorial Office relationship

The Territorial Offices comprise:

- The Northern Ireland Office (NIO)
- The Scotland Office and the Office of the Advocate General for Scotland (SO-OAG)
- The Wales Office (WO)

From 2003 to 31 March 2011 SO-OAG and WO formed part of MoJ (and its predecessor DCA). The Cabinet Secretary decided, that when SO-OAG and WO ceased to be part of MoJ in 2011 that the following arrangements would be put in place (as taken from Gus O'Donnell's letter dated 19 October 2010:

The three Territorial Offices will form a common staffing pool with the Ministry of Justice (MoJ) for recruitment and posting purposes. Terms and conditions of staff in the Scotland and Wales offices will continue unaffected. The way is open for the Northern Ireland Office to undertake the planned staff options exercise as set out in the agreed NIO/MoJ deal to offer a move to MoJ terms and conditions.

Advice on MoJ terms and conditions and the full range of HR support services, will be available from MoJ HR under a Service Level Agreement (SLA). This will be a new arrangement for the Northern Ireland Office, and will continue existing arrangements, albeit with more financial transparency, for the Scotland and Wales Offices.

(Please note that all options exercises for Northern Ireland Office are complete)

This SLA gives effect to the Cabinet Secretary's direction that there should be a SLA on HR. The SLA is in two parts, one part for those HR services known as strategic professional services, and one part for those HR services known as shared services. All HR services provided by MoJ to SO-OAG and WO prior to April 2011 can be classed as either strategic professional services or shared services.

The underlying principles governing the SLA are as follows:

- Staff in the Territorial Offices are treated for recruitment and posting purposes on exactly the same basis as staff within MoJ Core Departments, unless they are on secondment/loan from another Government department or one of the devolved administrations.
- Staff in SO-OAG and WO already on MoJ terms and conditions remain on those terms and conditions
- Staff on loan to Wales Office can still be accepted onto MoJ payroll for the duration of their loan and receive MoJ HR services as other employees can.
- Northern Ireland Office is its own employer albeit that staff are employed on MoJ terms and conditions. The status of staff in Wales and Scotland Office is detailed in a separate Memorandum of Understanding.

- MoJ HR continues to provide the same HR services it previously provided to SO-OAG and WO and provides those services to NIO as well.

When consulting different parts of MoJ on such matters as new policies and procedures MoJ HR will treat the TOs as if they were part of MoJ.

As indicated above some staff employed by the TOs are seconded or assigned employees of one of the devolved administrations, or, are on loan from other government departments. Terms and conditions of those staff are either the terms and conditions of their parent bodies or are specified in the relevant loan or secondment agreements. Some of these staff are managed by or manage MoJ staff (or in the case of NIO are managed by or manage staff on MOJ terms and conditions) and consequently require relevant MoJ HR services.

2 Elements of the SLA

This SLA is comprised of two key documents:

- Service Level Agreement for the Provision of Strategic HR Services by Ministry of Justice HR.
- Specification of Service to be provided by Ministry of Justice Shared Services.

2.1 Service Level Agreement for the Provision of Strategic HR Services by Ministry of Justice HR.

The owner of the provision of strategic HR Services will be the HR Business Partner for the Territorial Offices, and ultimately the HR Director for MoJ HQ.

The HRBP for the Territorial Offices will:

- Provide an HRBP service as set out in the SLA.
- Set up and maintain on going relationships with key managers in the Territorial Offices to provide HR Professional Services.
- Hold a formal meeting on a six monthly basis in respect of the HR Professional Services with representatives of all three Territorial Offices.
- Review the SLA with the TOs on an annual basis initially and then every three years thereafter.

2.2 Specification of Service to be provided by Ministry of Justice Shared Service.

The owner of the provision of HR Shared Services will also be the HR Business Partner for the Territorial Offices, and ultimately the HR Director for MoJ HQ, on the grounds that MoJ HQ HR has opted to use Shared Services for the provision of certain HR services.

The key contact for matters relating to the specification of service for Shared Services will be the Shared Services Customer Relationship Manager (CRM).

2.3 Changes to Services

Should the Territorial Offices wish to ask for changes to the service that is being provided this can be done as follows:

- For specific and minor changes directly with the HRBP or CRM

- For fundamental changes to the provision of strategic HR services through the HRBP in the first instance. The HRBP will take any requests forward with the HR Director for HQ HR.
- For fundamental changes to the provision of Shared Services through the specific Territorial Office Partnership Board in the first instance. These requests will also be raised with the HRBP and the HR Director for HQ HR.

3 Status of Staff in Wales and Scotland Office

A separate Memorandum of Understanding sets out the agreement between Ministry of Justice and the two Offices in respect of staff status issues. This MoU will be included as a third additional document for Wales and Scotland Office.

4 Ministers and Special Advisers

MoJ HR will provide HR services to the Territorial Offices in respect of Ministers and Special Advisers. These services cover such areas as advice on pay, salary matters and contracts. All transactional matters (e.g. payment of salary etc) will be dealt with by Shared Services.

Agreed and formally signed off on behalf of the Ministry of Justice by [REDACTED] (HR Director CPG HR) and [REDACTED] (HR Business Partner)

Agreed and formally signed off on behalf of the Northern Ireland Office by [REDACTED] (Director General)

Agreed and formally signed off on behalf of the Scotland Office and the Office of the Advocate General by [REDACTED] (Director of the Scotland Office)

Agreed and formally signed off on behalf of the Wales Office by [REDACTED] (Director)



Memorandum of Understanding
Between
Ministry of Justice (MoJ)
And
the Scotland Office and the Office of the Advocate
General (SO-OAG)
On
Employment & People issues

1 Introduction

- 1.1 This document sets out a joint understanding between the Ministry of Justice (MoJ) and the Scotland Office and the Office of the Advocate General (SO-OAG) regarding responsibility and liability for matters related to staff working in the SO-OAG. It has been drawn up to formalise arrangements referred to in Gus O'Donnell's letter to the Director of the Scotland Office dated 19 October 2010 (annex a).
- 1.2 Gus O'Donnell's letter sets out the agreement reached between Cabinet Office, Ministry of Justice and the Territorial Offices (Northern Ireland, Scotland and Wales) on the organisation of devolution work at the centre of government. The key principles are summarised as follows:
- The Territorial Offices continue as separate Departments reporting to their respective Secretaries of State.
 - From 1 April 2011 Cabinet Office Constitution Group will directly line manage each of the Directors.
 - From 1 April 2011 the Director of the Scotland Office will become the Principal Accounting Officer for the Scotland Office and the Office of the Advocate General.
 - The three Territorial Offices will form a 'common staffing pool with the Ministry of Justice for recruitment and posting purposes'.
 - Terms and conditions of staff in the Scotland Office and the Office of the Advocate General will continue unaffected.
- 1.3 Staff working in the Scotland Office and the Office of the Advocate General will be informed of the arrangements set out in this MoU which are relevant to them by a joint letter from SO-OAG and the MoJ.

2 Overview of Employment Status

- 2.1 This MoU applies to staff working directly for the SO-OAG, currently employed on MoJ terms and conditions. (This does not include staff directly employed by other bodies.)
- 2.2 As Principal Accounting Officer for both the Scotland Office and the Office of the Advocate General, the Director of the Scotland Office (or their delegated officers) is responsible/has approval for:
- Delegated authority to approve recruitment up to and including appointment.
 - Direction and supervision of work on a day to day basis.
 - Decision and management of issues such as performance and attendance management, disciplinary and grievance management, authority to dismiss.
 - All costs associated with payment of staff e.g. salary costs, in service pension contribution, employers contributions, settlement of any claims related to employment, performance and bonus payments. The amounts of salary and related payments will be set by MoJ and paid via the MoJ payroll.
 - The cost of redundancy payments will be discussed on a case by case basis for the current CSR period (until 2014-15) since these cost were not included in SO-OAG's baseline, and if necessary advice will be sought from HM Treasury. Responsibility for the costs of redundancy payments in subsequent CSR periods will be agreed between MoJ, SO-OAG, and HM Treasury as part of those CSR negotiations.

- 2.3 The Ministry of Justice (MoJ) will provide a range of corporate services to support the employment relationship.
- 2.4 All parties therefore agree that responsibility and liability for employment matters (and associated costs) fall to the SO-OAG and are outside the jurisdiction of the Ministry of Justice, except where otherwise indicated in this MoU. The employees covered by this MoU remain Crown employees on MoJ terms and conditions of service. The Ministry of Justice remains the employer.
- 2.5 The following sections set out responsibility in respect of specific areas of employment.

3 Service Level Agreements

- 3.1 A separate document sets out the HR services and support that will be provided to SO-OAG by MoJ. This is divided into three sections as follows:
- An overarching HR Service Level Agreement describing the relationship between MoJ and all the Territorial Offices and the relationship between the different kinds of HR services provided by MoJ to the Territorial Offices.
 - Part A: Service Level Agreement between Ministry of Justice (MoJ) Shared Services for the provision of all HR transactional and payroll support.
 - Part B: Service Level Agreement for HR Professional Services such as HR Business Partner support and access to professional services as defined by the Civil Services HR model e.g. Centres of Expertise including Civil Service Learning, Employee Relations etc.
- 3.2 The full range of Corporate support provided by the MoJ is detailed in an overarching SLA and a series of separate SLAs including HR and other subjects (e.g. Estates, Procurement, Finance etc).

4 Specific matters of employment.

4.1 Recruitment and Contractual Terms.

The Director of the Scotland Office (or delegated officers) has delegated authority in respect of recruitment within the Scotland Office and the Office of the Advocate General. MoJ HR Shared Services will provide support with the recruitment process.

Staff in the SO-OAG will have the same access to advertised vacancies within MoJ as other MoJ staff. Likewise, MoJ staff will have access to vacancies in the SO and OAG on the same basis as SO-OAG staff .

Vacancies within SO-OAG will be advertised on MoJ terms and conditions and advertisements will specify the place of work as the Scotland Office or the Office of the Advocate General, as the case may be (unless SO-OAG decides to advertise the vacancy within the Scottish Government on SG terms and conditions, or as a loan opportunity from another body).

Successful candidates will be appointed to the Scotland Office or the Office of the Advocate General, as the case may be, on MoJ terms and conditions and will be sent a letter informing them of the arrangements set out in this MoU which are relevant to them by a joint letter from SO-OAG and the MoJ.

4.2 Pay

SO-OAG will pay for the staff out of its budget.

SO-OAG staff on MoJ terms and conditions, are, and will continue to benefit from, and be bound by the MoJ settlement agreements, and MoJ pay policy will apply to them.

Pay settlements for staff in SO-OAG on MoJ terms and conditions will be negotiated as part of the MoJ pay settlement. The Director of the Scotland Office does not have authority to negotiate his/her own settlement.

SO-OAG staff on MoJ terms and conditions will be paid through the MoJ Payroll system (as provided by Shared Services).

Any claims brought by employees relating to their pay will be the responsibility (both in terms of handling and financial aspects) of SO-OAG and not of MoJ (e.g. unlawful deduction of wages claims, breach of contract etc.). Where the claim includes a challenge to the MoJ pay policy or relates to the administration of the MoJ payroll the SO-OAG will still be responsible for the handling of the claim but will consult MoJ and work in partnership with MoJ during the course of the litigation. Depending upon the circumstances of the case MoJ will reimburse SO-OAG its costs should it be the case that MoJ pay policy or the administration of the MoJ payroll by MoJ officials or agents was at fault.

SO-OAG agrees that if MoJ or the Secretary of State for Justice is named as the Respondent in any claim, they will apply to have the Secretary of State for Scotland, or the Advocate General for Scotland substituted as the correct Respondent.

The SLA for legal services should be referred to for support in this area. SO-OAG will consult MoJ HR and liaise directly with HMT for approval to make ex gratia/settlement payments.

4.3 Matters related to conduct, discipline, capability (including illness) and grievance etc

Issues of the above nature in relation to staff on MoJ terms and conditions will be managed by SO-OAG in line with MoJ policies.

The management of any such issue will be the responsibility of SO-OAG, with support from the corporate services available from MoJ as agreed in the relevant SLA.

Where matters are of a serious nature and termination of the employment contract is required, the Director of the Scotland Office has the power to dismiss or retire and will be ultimately accountable for all terminations (on behalf of the Secretary of State for Scotland, or the Advocate General). MoJ will have no jurisdiction over such matters, but may be drawn upon to provide independent investigators and corporate services support in line with the relevant SLA.

All financial issues relating to the end of an employment contract will be the responsibility of the SO-OAG, including issues relating to outstanding pay, annual leave, compensation and pension. Compensation payments will be reviewed on a case by case basis as set out in para 2.2, bullet point 5.

Any claim brought by employees relating to the management of such issues will be against the Scotland Office or the office of the Advocate General and will be the responsibility (both in terms of handling and financial) of SO-OAG (on behalf of the Secretary of State for Scotland or the Advocate General) and not of MoJ .

Where the claim includes a challenge to the MoJ policy, SO-OAG will still be responsible for the claim but will consult MoJ and work in partnership with MoJ during the course of the litigation.

SO-OAG agrees that if MoJ or the Secretary of State for Justice is named as the Respondent in any claim, they will apply to have either the Scotland Office or the Office of the Advocate General, as the case may be, (or the Secretary of State for Scotland or the Advocate General, as the case may be) substituted as the correct Respondent.

These provisions apply to **any** claim brought by an employee arising from their employment, including, but not limited to, claims under the Employment Rights Act 1996, claims under the Equality Act 2010 and personal injury claims, except depending upon the circumstances of the case where those claims relate to MoJ HR policy or the administration of the HR services by MoJ officials or MoJ's agents.

The SLA for legal services should be referred to for support in this area. SO-OAG will liaise directly with HMT for approval to make ex gratia/settlement payments.

The MoJ will not have any responsibility for any costs in relation to such matters (except as indicated above).

4.4 Trade Union Recognition / Collective bargaining.

Staff in SO-OAG on MoJ terms and conditions can be represented by the MoJ's recognised Departmental Trade Unions and by local representatives.

Staff in SO-OAG will continue to be included in the MoJ bargaining Unit.

4.5 Matters related to Reorganisations (including Voluntary Exits, Voluntary Redundancy and Compulsory Redundancy)

SO-OAG will handle organisational change relating to staff on MoJ terms and conditions in line with the MoJ policy (Managing Organisational Change Framework (MOCF)).

Where the Scotland Office or the Office of the Advocate General needs to carry out a restructuring exercise solely for the Scotland Office or the Office of the Advocate General staff then those staff on MoJ terms and conditions will generally form their own ring fenced pool for the purposes of restructure under the MOCF. Any SO or OAG staff who are on MoJ terms and conditions, who are placed 'at risk' of redundancy and declared surplus as a result of the restructure will be placed on the MoJ Redeployment Register and as such will have access to roles across the MoJ. Likewise any vacancies within the Scotland Office or the Office of the Advocate General will be made available to MoJ surplus staff as part of the MoJ process for filling vacancies. If the Scotland Office or the Office of the Advocate General carries out a restructure alongside another area (e.g. Wales Office) and it makes sense for both areas to be considered as one ring fence then this will be agreed in discussion with MoJ at the time.

4.5.1 Restructure, Reorganisations, Exits and Redundancy

Any reorganisation, restructure or downsizing of SO-OAG will be a matter for the Director of the Scotland Office. HR advice will be provided by the HR Business Partner in MoJ in line with the relevant SLA and managed in line with the MOCF.

The Director of the Scotland Office, as Principal Accounting Officer, can decide to run a Voluntary Early Departure Scheme (VEDS) for staff on MoJ terms and conditions, and will:

- Be responsible for securing approval to run the scheme, and securing the requisite funding
- Be responsible for meeting all associated exit costs
- Have discretion to decide which exits to approve.

The Director of the Scotland Office will also be responsible for all matters relating to voluntary or compulsory redundancies including the process, consultation with the unions, period of reflection meetings with the Cabinet Office, obtaining requisite approvals and funding. Support will be provided by the HRBP and the appropriate Centres of Expertise within HR.

SO-OAG Office staff will be excluded from all MoJ Voluntary Early Departure Schemes (VEDs) unless otherwise expressly agreed. MoJ will inform SO-OAG prior to the running of any such scheme.

4.5.2 Access to Redeployment

- Surplus staff at risk of redundancy in SO-OAG on MoJ terms and conditions will enter the MoJ redeployment register in line with MoJ policy and have full access to redeployment opportunities within MoJ, as though they had been working in core MoJ. Likewise MoJ staff will have full access to vacancies in SO-OAG (unless the post is being advertised to Scottish Government staff only).
- The MoJ redeployment policies will apply to such staff.
- Staff working in SO-OAG on MoJ terms and conditions will also have access to the same support and Career Transition Services as staff who have been working in core MoJ (see HR Professional Services SLA).

5 Senior Civil Servants

MoJ HR (usually through the HRBP) will work closely with Cabinet Office on any matters related to the employment of Senior Civil Servants. SCS posts advertised in the Scotland Office or the Office of the Advocate General will usually be offered on loan or secondment to MoJ (i.e. MoJ will not usually directly employ members of the SCS so as to retain control of the size and form of its pool of SCS staff), or on loan, transfer or secondment to the Scottish Government.

5.1 Director

Responsibility for line management of the Director of the Scotland Office and the Director of the Office of the Advocate General rests with the Cabinet Office.

In respect of SCS performance management the Directors will be assessed alongside Cabinet Office Directors.

5.2 All other SCS in SO-OAG

All other SCS staff on MoJ terms and conditions and not on loan to MoJ, will be covered by the provisions of this MoU relating to staff.

In relation to annual SCS Performance assessment, all staff below Director level will be assessed as a group for the Territorial Offices (including Northern Ireland Office but excluding the legal staff in the Office of the Advocate General) and markings fed into Cabinet Office.

6 Review of Memorandum of Understanding

The MoU will initially be reviewed formally by all parties after 1 year and thereafter every 3 years. Informal matters can be raised by either party as and when required through the HRBP in the first instance.

Memorandum of Understanding
Between
Ministry of Justice (MoJ)
And
Wales Office
On
Employment & People issues

1. Introduction

- 1.1 This document sets out a joint understanding between the Ministry of Justice (MoJ) and the Wales Office regarding responsibility and liability for matters related to staff working in the Wales Office. It has been drawn up to formalise arrangements referred to in Gus O'Donnell's letter to the Director of the Wales Office dated 19 October 2010 (annex a).
- 1.2 Gus O'Donnell's letter sets out the agreement reached between Cabinet Office, Ministry of Justice and the Territorial Offices (Northern Ireland, Scotland and Wales) on the organisation of devolution work at the centre of government. The key principles are summarised as follows:
- The Territorial Offices continue as separate Departments reporting to their respective Secretaries of State.
 - From 1 April 2011 Cabinet Office Constitution Group will directly line manage each of the Directors.
 - From 1 April 2011 the Director of the Wales Office will become the Principal Accounting Officer for the Wales Office.
 - The three Territorial Offices will form a 'common staffing pool with the Ministry of Justice for recruitment and posting purposes'.
 - Terms and conditions of staff in the Wales Office will continue unaffected.
- 1.3 Staff working in the Wales Office will be informed of the arrangements set out in this MoU which are relevant to them by a joint letter from the Wales Office and the MoJ.

2 Overview of Employment Status

- 2.1 This MoU applies to staff working directly for the Wales Office, currently employed on MoJ terms and conditions. (This does not include staff directly employed by other bodies.)
- 2.2 As Principal Accounting Officer, the Director of the Wales Office (or their delegated officers) is responsible/has approval for:
- Delegated authority to approve recruitment up to and including appointment.
 - Direction and supervision of work on a day to day basis.
 - Decision and management of issues such as performance and attendance management, disciplinary and grievance management, authority to dismiss.
 - All costs associated with payment of staff e.g. salary costs, in service pension contribution, employers contributions, settlement of any claims related to employment, performance and bonus payments. The amounts of salary and related payments will be set by MoJ and paid via the MoJ payroll.
 - The cost of redundancy payments will be discussed on a case by case basis for the current CSR period (until 2014-15) since these cost were not included in the Wales Office's baseline, and if necessary advice will be sought from HM Treasury. Responsibility for the costs of redundancy payments in subsequent CSR periods will be agreed between MoJ, the Wales Office and HM Treasury as part of those CSR negotiations.

- 2.3 The Ministry of Justice (MoJ) will provide a range of corporate services to support the employment relationship.
- 2.4 All parties therefore agree that responsibility and liability for employment matters (and associated costs) fall to the Wales Office and are outside the jurisdiction of the Ministry of Justice, except where otherwise indicated in this MoU. The employees covered by this MoU remain Crown employees on MoJ terms and conditions of service. The Ministry of Justice remains the employer.
- 2.5 The following sections set out responsibility in respect of specific areas of employment.

3 Service Level Agreements

3.1 A separate document sets out the HR services and support that will be provided to Wales Office by MoJ. This is divided into three sections as follows:

- An overarching HR Service Level Agreement describing the relationship between MoJ and all the Territorial Offices and the relationship between the different kinds of HR services provided by MoJ to the Territorial Offices.
 - Part A: Service Level Agreement between Ministry of Justice (MoJ) Shared Services for the provision of all HR transactional and payroll support.
 - Part B: Service Level Agreement for HR Professional Services such as HR Business Partner support and access to professional services as defined by the Civil Services HR model e.g. Centres of Expertise including Civil Service Learning, Employee Relations etc.
- 3.2 The full range of Corporate support provided by the MoJ is detailed in an overarching SLA and a series of separate SLAs including HR and other subjects (e.g. Estates, Procurement, Finance etc).

4 Specific matters of employment.

4.1 Recruitment and Contractual Terms.

The Director of the Wales Office (or delegated officers) has delegated authority in respect of recruitment within the Wales Office. MoJ HR Shared Services will provide support with the recruitment process.

Staff in the Wales Office will have the same access to advertised vacancies within MoJ as other MoJ staff. Likewise, MoJ staff will have access to vacancies in the Wales Office on the same basis as Wales Office staff .

Vacancies within the Wales Office will be advertised on MoJ terms and conditions and advertisements will specify the place of work as the Wales Office (unless the Wales Office decides to advertise the vacancy within the Welsh Government on WG terms and conditions, or as loan opportunity from another body).

Successful candidates will be appointed to the Wales Office on MoJ terms and conditions and will be sent a letter informing them of the arrangements set out in this MoU which are relevant to them by a joint letter from the Wales Office and the MoJ.

4.2 Pay

Wales Office will pay for the staff out of its budget.

Wales Office staff on MoJ terms and conditions, are, and will continue to benefit from, and be bound by the MoJ settlement agreements, and MoJ pay policy will apply to them.

Pay settlements for staff in Wales Office on MoJ terms and conditions will be negotiated as part of the MoJ pay settlement. The Director of the Wales Office does not have authority to negotiate his/her own settlement.

Wales Office staff on MoJ terms and conditions will be paid through the MoJ Payroll system (as provided by Shared Services).

Any claims brought by employees relating to their pay will be the responsibility (both in terms of handling and financial aspects) of the Wales Office and not of MoJ (e.g. unlawful deduction of wages claims, breach of contract etc.). Where the claim includes a challenge to the MoJ pay policy or relates to the administration of the MoJ payroll the Wales Office will still be responsible for the handling of the claim but will consult MoJ and work in partnership with MoJ during the course of the litigation. Depending upon the circumstances of the case MoJ will reimburse the Wales Office its costs should it be the case that MoJ pay policy or the administration of the MoJ payroll by MoJ officials or agents was at fault.

The Wales Office agrees that if MoJ or the Secretary of State for Justice is named as the Respondent in any claim, they will apply to have the Secretary of State for Wales substituted as the correct Respondent.

The SLA for legal services should be referred to for support in this area. The Wales Office will consult MoJ HR and liaise directly with HMT for approval to make ex gratia/settlement payments.

4.3 Matters related to conduct, discipline, capability (including illness) and grievance etc

Issues of the above nature in relation to staff on MoJ terms and conditions will be managed by the Wales Office in line with MoJ policies.

The management of any such issue will be the responsibility of the Wales Office, with support from the corporate services available from MoJ as agreed in the relevant SLA.

Where matters are of a serious nature and termination of the employment contract is required, the Director of the Wales Office has the power to dismiss or retire and will be ultimately accountable for all terminations (on behalf of the Secretary of State for Wales). MoJ will have no jurisdiction over such matters, but may be drawn upon to provide independent investigators and corporate services support in line with the relevant SLA.

All financial issues relating to the end of an employment contract will be the responsibility of the Wales Office, including issues relating to outstanding pay, annual leave, compensation and pension. Compensation payments will be reviewed on a case by case basis as set out in para 2.2, bullet point 5.

Any claim brought by employees relating to the management of such issues will be against the Wales Office and will be the responsibility (both in terms of handling and financial) of the Wales Office (on behalf of the Secretary of State for Wales) and not of MoJ .

Where the claim includes a challenge to the MoJ policy, the Wales Office will still be responsible for the claim but will consult MoJ and work in partnership with MoJ during the course of the litigation.

The Wales Office agrees that if MoJ or the Secretary of State for Justice is named as the Respondent in any claim, they will apply to have the Wales Office (or the Secretary of State for Wales) substituted as the correct Respondent.

These provisions apply to **any** claim brought by an employee arising from their employment, including, but not limited to, claims under the Employment Rights Act 1996, claims under the Equality Act 2010 and personal injury claims, except depending upon the circumstances of the case where those claims relate to MoJ HR policy or the administration of the HR services by MoJ officials or MoJ's agents.

The SLA for legal services should be referred to for support in this area. The Wales Office will liaise directly with HMT for approval to make ex gratia/settlement payments.

The MoJ will not have any responsibility for any costs in relation to such matters (except as indicated above).

4.4 Trade Union Recognition / Collective bargaining.

Staff in the Wales Office on MoJ terms and conditions can be represented by the MoJ's recognised Departmental Trade Unions and by local representatives.

Staff in the Wales Office will continue to be included in the MoJ bargaining Unit.

4.5 Matters related to Reorganisations (including Voluntary Exits, Voluntary Redundancy and Compulsory Redundancy)

The Wales Office will handle organisational change relating to staff on MoJ terms and conditions in line with the MoJ policy (Managing Organisational Change Framework (MOCF)).

Where the Wales Office needs to carry out a restructuring exercise solely for Wales Office staff then those staff on MoJ terms and conditions will generally form their own ring fenced pool for the purposes of restructure under the MOCF. Any Wales Office staff who are on MoJ terms and conditions, who are placed 'at risk' of redundancy and declared surplus as a result of the restructure will be placed on the MoJ Redeployment Register and as such will have access to roles across the MoJ. Likewise any vacancies within the Wales Office will be made available to MoJ surplus staff as part of the MoJ process for filling vacancies. If the Wales Office carries out a restructure alongside another area (e.g. Scotland Office) and it makes sense for both areas to be considered as one ring fence then this will be agreed in discussion with MoJ at the time.

4.5.1 Restructure, Reorganisations, Exits and Redundancy

Any reorganisation, restructure or downsizing of the Wales Office will be a matter for the Director of the Wales Office. HR advice will be provided by the HR Business Partner in MoJ in line with the relevant SLA and managed in line with the MOCF.

The Director of the Wales Office, as Principal Accounting Officer, can decide to run a Voluntary Early Departure Scheme (VEDS) for staff on MoJ terms and conditions, and will:

- Be responsible for securing approval to run the scheme, and securing the requisite funding
- Be responsible for meeting all associated exit costs
- Have discretion to decide which exits to approve.

The Director of the Wales Office will also be responsible for all matters relating to voluntary or compulsory redundancies including the process, consultation with the unions, period of reflection meetings with the Cabinet Office, obtaining requisite approvals and funding. Support will be provided by the HRBP and the appropriate Centres of Expertise within HR.

Wales Office staff will be excluded from all MoJ Voluntary Early Departure Schemes (VEDs) unless otherwise expressly agreed. MoJ will inform the Wales Office prior to the running of any such scheme.

4.5.2 Access to Redeployment

- Surplus staff at risk of redundancy in the Wales Office on MoJ terms and conditions will enter the MoJ redeployment register in line with MoJ policy and have full access to redeployment opportunities within MoJ, as though they had been working in core MoJ. Likewise MoJ staff will have full access to vacancies in the Wales Office (unless the post is being advertised to Welsh Government staff only).
- The MoJ redeployment policies will apply to such staff.
- Staff working in the Wales Office on MoJ terms and conditions will also have access to the same support and Career Transition Services as staff who have been working in core MoJ (see HR Professional Services SLA).

5 Senior Civil Servants

MoJ HR (usually through the HRBP) will work closely with Cabinet Office on any matters related to the employment of Senior Civil Servants. SCS posts advertised in Wales Office will usually be offered on loan or secondment to MoJ (i.e. MoJ will not usually directly employ members of the SCS so as to retain control of the size and form of its pool of SCS staff).

5.1 Director

Responsibility for line management of the Director of the Wales Office rests with the Cabinet Office.

In respect of SCS performance management the Director will be assessed alongside Cabinet Office Directors.

5.2 All other SCS in Wales Office

All other SCS staff on MoJ terms and conditions and not on loan to MoJ, will be covered by the provisions of this MoU relating to staff.

In relation to annual SCS Performance assessment, all staff below Director level will be assessed as a group for the Territorial Offices (including Northern Ireland Office but excluding legal staff in the Office of the Advocate General) and markings fed into Cabinet Office.

6 Review of Memorandum of Understanding

The MoU will initially be reviewed formally by all parties after 1 year and thereafter every 3 years. Informal matters can be raised by either party as and when required through the HRBP in the first instance.