

Service Level Agreement Between Scottish Ministers and the Secretary of State for The Ministry of Defence in Respect of Young Carer Grant

July 2023

Key personnel	Name	Role
Author	[Redacted]	[Redacted]
Approver	[Redacted]	[Redacted]
Owner	James Wallace Brigadier Caroline Hull	Deputy Director, Finance and Corporate Services, Social Security Scotland Head Veterans UK

Table of Contents

1. Parties	4
2. Scope and Principles	4
3. Duration	4
4. Derivation	5
5. Revision to this Agreement	5
6. Disputes	5
7. Roles and Responsibilities	6
8. Service Delivery Standards	6
9. Management Review	7
10. Evaluation	8
11. Service Design and Delivery	8
12. Financial Arrangements	8
13. Audit Arrangements	8
14. Data Processing	8
15. Freedom of Information Requests, Parliamentary Questions, Ministerial Correspondence and 'Treat Official' Correspondence	8
16. Data Subject Requests	9
17. Business Continuity	9
18. Technical Capabilities	9
19. Signatories	10
Annex 1 - Social Security Scotland contact with Ministry of Defence [Redacted]	11
Annex 2 - Glossary of Terms	11

1. Parties

- 1.1 This Service Level Agreement (hereafter referred to as 'this Agreement') is entered into between the Secretary of State for the Ministry of Defence of Whitehall, Westminster, London SW1A 2HB (MoD) and the Scottish Ministers of, St Andrew's House, Regent Road, Edinburgh EH1 3DG acting in some instances through Social Security Scotland.

2. Scope and Principles

- 2.1 This Agreement sets out the provisions of the relationship between Scottish Ministers and MoD in relation to Young Carer Grant (YCG) and 'the Services' MoD will provide to support this. The Services are described in **Annex 1**.
- 2.2 MoD and Scottish Ministers shall work in partnership to ensure that the Services are delivered in accordance with the terms of this Agreement.
- 2.3 The partnership will seek continuous improvement in delivery standards including sharing lessons from delivery of the Services insofar as relevant.
- 2.4 Each party will act transparently and will work in a practical way in regards to reaching mutual agreement on any issues that may arise.

3. Duration

- 3.1 The initial Agreement commenced in October 2019, on the date on which MOD delivered their Services as outlined at Para 2.1 and Para 2.2. This Agreement replaces the Initial Agreement. It shall commence on the date this Agreement is signed. Subject to termination by either party, it shall remain in force for an indefinite period. This Agreement is subject to review by each party on or before the date twelve (12) months after the signing of this agreement or when deemed appropriate by each party.
- 3.2 This Agreement may be varied by mutual written agreement of each party at any time during the term. Variations to this Agreement will be agreed by each party and no work will be undertaken until principles for funding the work are agreed. For the avoidance of doubt, any variations agreed between the parties must be put forward in writing and shall form an amendment to this Agreement.
- 3.3 In the event of MoD or Scottish Ministers choosing to terminate this Agreement, MoD and Scottish Ministers shall prepare and agree an appropriate exit plan for the termination of the services which will seek to ensure no impact on the delivery of YCG.
- 3.4 Each party will provide twelve (12) months' notice of termination in writing.

4. Derivation

- 4.1 This Agreement is to be read in conjunction with the following documents, and any subsequent arrangements which are agreed and support this Agreement, insofar as they are not replaced or terminated in the future:

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

5. Revision to this Agreement

- 5.1 MoD agrees to inform Scottish Ministers as soon as reasonably practicable in advance of any potential changes that may impact on or require changes to the Services.
- 5.2 Each party would need to agree whether a revision to this Agreement is required. Subject to Paragraph 3.2 above.
- 5.3 Any mutually agreed minor changes or amendments to this Agreement will be dealt with through normal means of communications, by the single point of contacts (SPoCs).

SPoCs for each party are as follows:

SG SPoC	MoD SPoC
[Redacted]	[Redacted]

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

6. Disputes

- 6.1 If either party has any issues, concerns or complaints about the SLA, or any matter in this SLA, that party shall notify the other party and the parties shall, acting in good faith, seek to resolve the issue by negotiations between themselves. If the issue cannot be resolved, the matter shall be

escalated to the SPoCs below who shall advise on the appropriate course of action to take.

SG SPoC	MoD SPoC
[Redacted]	[Redacted]

7. Roles and Responsibilities

7.1 Scottish Ministers will, as set out in this Agreement:

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

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

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

7.2 For the avoidance of doubt, each party acknowledges that Scottish Ministers shall at all times retain the responsibility for YCG in its entirety.

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

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

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

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

8. Service Delivery Standards

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

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

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

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

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

SG SPoC	MoD SPoC
[Redacted]	[Redacted]

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

8.1.4 The agent to agent service will be available from 08:00 – 17:00 Monday to Friday excluding public and privilege holidays.

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

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

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

8.2.1 Service Delivery Standards have not been met.

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

9. Management Review

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

10. Evaluation

- 10.1 Each party agrees that no personal data will be shared for the purposes of evaluation.
- 10.2 Scottish Ministers will be wholly responsible for the evaluation of YCG. Each party will work together to ensure the agreed service standards are delivered.

11. Service Design and Delivery

- 11.1 It is understood by each party that the design of the Services will evolve. Each party agrees to inform the other as soon as reasonably practicable of any changes with its own legislation relating to YCG that may impact on or require changes to the delivery of YCG or the Services.
- 11.2 Scottish Ministers will deliver YCG while seeking continuous improvement in delivery as part of BAU processes.

12. Financial Arrangements

- 12.1 There are no charges associated with this Agreement.

13. Audit Arrangements

- 13.1 MoD and Scottish Ministers will abide by the principles of audit and accountability as set out in the document 'Scottish Devolution: A Framework for Audit and Accountability' as referenced in Section 4 (Derivation) of this Agreement.
- 13.2 MoD and Scottish Ministers remain subject to their overall existing accountabilities to, respectively, the UK and Scottish Parliaments, and their associated audit bodies.

14. Data Processing

- 14.1 Further details of the data controller, and roles and responsibilities of Scottish Ministers and MoD in relation to the sharing of personal data, are set out in the 'Data Processing Agreement (Joint Controllers) (GDPR) between the Secretary of State for the Ministry of Defence and Scottish Ministers as referenced in Section 4 (Derivation) of this Agreement.

15. Freedom of Information Requests, Parliamentary Questions, Ministerial Correspondence and 'Treat Official' Correspondence

- 15.1 Each party is to follow existing processes and obligations for requests to that party.
- 15.2 Each party will assist and cooperate with each other where appropriate to enable each to meet its obligations.

- 15.3 This agreement does not supersede any legal obligations under the Freedom of Information Act 2000 (FoIA) and the Freedom of Information (Scotland) Act 2002 (Fol(S)A).

16. Data Subject Requests

- 16.1 The parties will work together, when appropriate, and are expected to comply with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018 (DPA 2018) and must respond to right of access requests accordingly.
- 16.2 YCG Right of Access Requests received by MoD will be returned to sender with details of the correct address as soon as reasonably practicable.

17. Business Continuity

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

18. Technical Capabilities

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

19. Signatories

Signed: [Redacted]

Print Name: James Wallace

Date: 03/05/2023

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

Signed: [Redacted]

Print Name: Brigadier Caroline Hull

Date: 12/05/2023

A duly authorised officer for and on behalf of the Ministry of Defence.

Annex 1 - Social Security Scotland contact with Ministry of Defence [Redacted]

Annex 2 - Glossary of Terms

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

BAU	Business as usual
Commencement Date of Young Carer Grant	The date in 2019 on which delivery of YCG Services commenced
[Redacted]	[Redacted]
DPA 2018	Data Protection Act 2018
FOI(A)	Freedom of Information Act 2000
FOI(S)A	Freedom of Information (Scotland) Act 2002
GDPR	General Data Protection Regulations
MoD	Ministry of Defence
MoU	Memorandum of Understanding
Resident in Scotland	Ordinarily resident in Scotland or either in the EEA or Switzerland with a genuine and sufficient link to Scotland.
Service Delivery Standards	The service delivery standards to be met by DWP for the delivery of the Services as set out at Para 8 .
Services	Has the meaning set out in Para 2
SG	Scottish Government
SLA	Service Level Agreement
SPoC	Single Point of Contact
Term	Has the meaning set out in Para 3
YCG	Young Carer Grant



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