

- 24.2. Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

25. Governing Law and Jurisdiction

- 25.1. The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

26. Execution and Counterparts

- 26.1. This Agreement may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.
- 26.2. Execution of this Agreement may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Agreement as if signed by each Party's manuscript signature. In such situation, this Agreement shall be formed on the date on which both Parties have electronically signed the Agreement as recorded in the Customer's electronic contract management system.

Annex 1 Part B: Service Levels Agreement

Service Level Agreement – Online IT Training Service							
	SLA ref	Service Level Performance Criterion	Timescales	Service Level Target	Service Level Performance Measure	Service Level Threshold	Pass/Fail
Customer Service	SLA1	Consistent functionality of Customer Service Support (telephony, emails, course booking service)	Customer service support is contractually required to be operational between the hours of 08:30 and 17:30 on any working weekday (excluding bank holidays).	95%	At least 95% at all times	Less than 95%	
	SLA2	Tutor support enquiry	Tutor support enquiry service is contractually required to be operational and answered within 24hrs of receipt.	95%	At least 95% at all times	Less than 95%	
	SLA3	Resolution of telephony enquiries	within 24 hours (working hours) of receipt	95%	At least 95% at all times	Less than 95%	
	SLA4		within 2 working days of receipt	100%	100% at all times	Less than 100%	
	SLA5	Resolution of email enquiries	within 24 hours (working hours) of receipt	90%	At least 90% at all times	Less than 90%	
	SLA6		within 3 working days of receipt	100%	100% at all times	Less than 100%	
	SLA7	Acknowledgement of complaints	within 24 hours (working hours) of receipt	100%	100% at all times	Less than 100%	
	SLA8	Resolution of complaints	within 5 working days of receipt	100%	100% at all times	Less than 100%	

Booking	SLA9	Acknowledgement of booking	within 24 hours (working hours) of receipt	100%	100% at all times	Less than 100%	
	SLA10	Course Access Instructions sent to delegates	2 working days of expression of interest	100%	100% at all times	Less than 100%	
	SLA11	Acknowledgement of cancellation and re-assignment of course to individual and line manager	within 2 working days of receipt	100%	100% at all times	Less than 100%	
Course Design & Delivery	SLA12	Access to all required course materials are available on the day learner's log-in details is given	All materials must be available to the learner on the day learner's login details is given	100%	100% at all times	Less than 100%	
Quality	SLA13	Cumulative delegate examination pass rate show that course content was of good quality overall and effectiveness of the method of delivery objectives / outcomes were met	Monthly: Concerning exams that were held between the start of the first calendar day of the month to the end of the last calendar day of the month. SLA will report on the previous month (i.e. the SLA for February will be assessing events in January).	80% or A mean average of 8 out of 10	At least 80% at all times or A mean average of at least 8 out of 10 at all times	Less than 80% or Less than a mean average of 8 out of 10	
Performance Management	SLA14	Performance Management Information shall be complete and delivered on time to the Authority with evidence that data has been quality assured	Monthly	at least 99% accuracy/completeness of all data	At least 99% at all times	less than 99%	
	SLA15	MI is as accurate as possible.	5th working day of the following month	100% available by 5th working day of the following month	100% at all times	less than 100%	
	SLA16	Allow access to management information for individual departments	Within 48 hours of receipt of request	95%	At least 95% at all times	Less than 95%	
Invoicing	SLA17	Number of credit notes raised by supplier to identify invoice error rate	Monthly: Concerning invoices that were raised between the start of the first calendar day of the month to the end of the last calendar day of the month.	95%	At least 95% accuracy of Supplier invoices to the Authority	Less than 95%	
Contract Management	SLA18	Operational Efficiency, Price Savings. The Supplier to deliver against the Supplier Action Plan to derive	Mutually agreed action plans to be delivered and achieved by agreed date	95%	At least 95% at all times	Less than 95%	

		further cost savings over the Contract Period via continuous improvement and innovation					
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Annex 1 Part C: Performance Monitoring and List of Transparency Report

PRINCIPAL POINTS

- 1.1 Part C to this Annex 1 provides the methodology for monitoring the provision of the Services:
- 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").
- 1.2 Within twenty (20) Working Days of the Contract Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

REPORTING OF SERVICE FAILURES

- 2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 1.2 above.

PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part B of this Contract above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.1.3 any Critical Service Level Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 such other details as the Customer may reasonably require from time to time.
- 3.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
 - 3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 3.2.3 be attended by the Supplier's Representative and the Customer's Representative; and

3.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.

3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.

The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

ANNEX 1 PART C: LIST OF TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Performance	Multiple raw data and visual reports available	E-mail	Monthly
Contract Charges	Multiple raw data and visual reports available	E-mail	Monthly
Technical	Multiple raw data and visual reports available	E-mail	Monthly
Performance management	Multiple raw data and visual reports available	E-mail	Monthly

Annex 1 Part D: Additional Clause

INTRODUCTION

1.1 This Annex 1 Part D specifies the range of Additional Clauses that may be requested in the contract and if requested in the contract, shall apply to this Contract.

2.0 Additional Clauses: General

2.1 Extension of Training Course Access

2.1.1 The Supplier shall give the Customer free extension of 7 days for any learner who has not completed the training within the set timeframe, should additional time be needed, this can be purchased in blocks of 30 days for Foundation level courses, or 30/90/180 for intermediate levels or for programmes.

2.2 Re-assignment of training course access

2.2.1 The Supplier shall allow the Customer to re-assign unused, un-accessed training courses to another learner provided the Customer inform the Supplier before the end of the live access period.

2.3 Pricing for the duration of the Contract

2.3.1 The Supplier has issued the Customer with a fixed set of pricing on all the required training courses and this will remain in place for the duration of the contract.

2.4 Examinations

2.4.1 Exam vouchers may be requested any time up to twelve (12) month's after the date of the delivery confirmation, this may be extended in line with course or program extensions, in which case exam vouchers can be requested at any point while the learner's training access is still live.

2.4.2 Once issued, the exam voucher is valid for a period of six (6) months from the voucher delivery confirmation date, or the date provided on the voucher, whichever one comes first.

2.4.3 The Customer is responsible for meeting the costs of any exam re-sits and the Supplier is not responsible for the costs of re-sits.

2.4.4 The Customer's learners must agree to uphold the official examination rules and regulations as set out by the examination Institute and the required examination conditions.

2.4.5 The Customer's learners must supply a valid course completion certificate when requesting an examination and this will be issued by the Supplier at the completion of each course.

2.4.6 Should a student request an exam voucher, then not wish to proceed with the exam, the voucher can be cancelled and a credit applied to the account as long as the Supplier is notified within 2 weeks of issue date. Alternatively, vouchers can be reassigned to an alternative candidate, who will have the remaining validity that is in accordance with the initial issue date.

Annex 2 – Specification

REQUIREMENT SPECIFICATION TEMPLATE: GENERAL GOODS OR SERVICES

The following template is a useful basis for drafting requirement specifications for general goods and services. It should be amended to suit your specific requirements.

To try and identify some changes that might occur during the lifetime of a contract, Appendix 1 lists some questions that you may wish to consider.

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- 1. INTRODUCTION**
- 2. BACKGROUND**
- 3. CONTRACT SCOPE**
- 4. DETAILED REQUIREMENTS**
- 5. SERVICE LEVELS**
- 6. CONTRACT MANAGEMENT**
- 7. SUSTAINABILITY**
- 8. GDPR & DPIA**

9. CONTRACT PERIOD

Appendix 1 – Changes that can occur during the lifetime of a contract

1. Introduction

NHS Digital (an Executive Non-Departmental Public Body for the Department of Health) is the national information, data and IT system provider to the Health and Social Care system in England. The Authority employs more than 2,700 people. Its role is to improve health and social care in England by putting technology and information to work in the interests of citizens.

This includes:

- transforming primary, community and social care to keep people living more independent, healthier lives for longer in their community
- improving Health and Social Care through better use of digital, data and technology

It builds and manages the technology infrastructure, digital systems, services and standards that Health and Social Care professionals depend on to deliver good care. The Authority gathers and disseminates data that (i) is used by researchers to discover new treatments; and (ii) helps providers and commissioners improve care quality.

2. Background

There is a requirement for the provision of ongoing online training required for essential knowledge and skills within the Live Services directorate of NHS Digital.

The Live Services directorate is responsible for the secure, resilient and highly available service provision of health critical IT services underpinning the day to day activities of the NHS.

These systems include, but are not limited to those services as noted below:

- NHS Spine
- ERS
- National COVID Testing Service
- Health and Social Care Network (HSCN)
- Primary Care Services
- Secondary Care Services
- NHSmail
- Data Services across all areas of COVID data presentation
- Data Services across all areas of primary and secondary care activities
- Data Services across all areas of clinical data presentation and research

Accordingly, against this business background, online training is required across all areas of live service management and operation, in order to support a highly qualified and skilled workforce to ensure the ongoing operation of such services as noted above.

The key areas of training are as noted here:

Primary:

- ITIL V3 (Intermediates)
- ITIL4 (Foundation),
- ITIL4 (Specialist)
- ITIL4 (MP Transition)
- DevOps
- SIAM
- VeriSM
- Business Analysis
- Cloud Computing

Secondary:

- Agile Scrum (Foundation)
- Agile Scrum (Practitioner)
- Agile Project Management (Foundation)
- Agile Project Management (Practitioner)
- Cloud Computing
- ISO/IEC 20000

3. Scope of the Contract

The scope of the contract is the provision of online training services as noted in section 2.

It is expected that flexibility will be provided within the terms of the contract to include additional and further training modules by agreement, in order that the training maintains pace with emerging technologies and working practices.

Further, it is expected that the Contractor will be proactive in the notification of new training services.

It is expected that this service will be in place for a period of 2 years plus 1 year agreed extension period, with an intended start date of 1st September 2021.

4. Detailed Requirements

In terms of detailed requirements, the expected courses to be provided are as noted, but not limited, to those areas below:

The key areas of training are as noted here:

Primary:

- ITIL V3 (Intermediates)
- ITIL4 (Foundation),
- ITIL4 (Specialist)
- ITIL4 (MP Transition)
- DevOps
- SIAM
- VeriSM
- Business Analysis
- Cloud Computing

Secondary:

- Agile Scrum (Foundation)
- Agile Scrum (Practitioner)
- Agile Project Management (Foundation)
- Agile Project Management (Practitioner)
- Cloud Computing
- ISO/IEC 20000

Additional to those courses noted above, the provision of additional tutoring facilities as required would be desirable.

Volume Requirements

The volume of training courses to be included in the scope of these requirements is [REDACTED] courses per 12 month period from the start date of the contract.

It is expected that up to [REDACTED] courses per 12 month period may be provided without additional contract charge and that volumes above this agreed limit will be covered under agreed change control measures.