

Link: IT Solutions 2 (Digital Workplace Solutions) Order Form (SLA)

Framework Reference: SBS/19/AB/WAB/9411

Framework Start Date: 10 August 2020

Framework Max End Date: 09 August 2024

Maximum Call Off Duration: 5 years with an option to extend for a further 24 months

NHS SBS Contacts:
nsbs.digital@nhs.net

Service level agreement details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements.

Supplier Specific Reference: SBS/19/AB/WAB/9411

Period of the Service Level Agreement (SLA)	Effective Date	30 September 2021
	Expiry Date	29 September 2022
Completion Date (if applicable)	Date	N/A

This SLA allows for the Customer to extend until the following date:

Extension expiry date	29 September 2025
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Customer continues to access the Supplier's services, the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements shall apply on a rolling basis until the overarching Framework Agreement expiry date.

Completion date is not the date by which all obligations under the SLA have to be discharged, but the date by which 'practical completion' must be certified.

Supplier SLA Signature panel

The “Supplier”	
Name of Supplier	TET Limited
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Account Director
Address of Supplier	Unit D9, Friarsgate Business Park 7 Whitby Avenue, Park Royal London, NW10 7SE
Signature of Authorised Signatory	
Date of Signature	15-11-2021

Customer SLA Signature panel

The “Customer”	
Name of Customer	Health Education England
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	Business & Programme Manager
Address of Customer	Willow Terrace Road University of Leeds Leeds LS2 9JT
Signature of Customer Authorised Signatory	
Date of Signature	15 November 2021

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between TET Limited (T/A Trans European Technology) and *Health Education England* for the provision of **Link: IT Solutions 2**. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all goods and services associated with Link: IT Solutions 2 as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of goods and/or service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

By signing this SLA, the supplier confirms that they were successfully awarded onto this framework agreement for the relevant lot(s).

For the purposes of this framework agreement, any references to "Order Form" within the framework terms and conditions shall be interpreted as the "Service Level Agreement".

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent **Link: IT Solutions 2** to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the **Link: IT Solutions 2** provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Contract Managers

The primary Contract Managers from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service.

Primary Contact Details:

	Supplier	Customer
Name	██████████	██████████
Title	Account Director	Business Manager
Email	XXXXXXXXXXXXX	██████████
Phone	██████████	██████████

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

a) Goods and/or Services Provided

Please detail the goods and/or services that will be provided by the Supplier to the Customer

See detailed list of Goods & Services in quote numbered: 303247

b) Price/Rates

See detailed list of Goods & Services in quote numbered: 303247

c) Total Value of Call-Off

Please note that this value is an estimate and therefore is no guarantee to the Supply of Volume

Period 1 – £59,956.20

Optional Period 2 – £61,075.88

Optional Period 3 – £62,217.16

Optional Period 4 – £63,380.16

£246,629.40.00 + VAT Based on a 1+1+1+1 contract length

d) Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

Telephone support available during office hours Monday to Friday 09.00 to 17.30.

e) Delivery Location

The products / services will be delivered at the following location.

Health Education England

Willow Terrace Road

University of Leeds

Leeds

LS2 9JT

f) Invoicing Methods

The Buyer will pay the supplier by BACS within 30 days of receipt of a valid invoice

All invoices should include the supplier specific reference (as stated on front page of this document) & The

Buyer's PO Number

g) Reporting

A named contact will be provided for all management information

h) Interoperability

Please list any Approved Organisation equipment or solutions that will require interoperability:

N/A

i) Response Timescales

Please list expected timescales for response/delivery of Goods and/or Services:

As per Blackboard International B.V standard Master Terms and Services Descriptions
<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>
<https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB0o>

6. Supply Terms and Performance

a) Supplementary Conditions of Contract

The terms of the NHS SBS Link: IT Solutions 2 Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

As per Blackboard International B.V standard Master Terms and Services Descriptions
<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>
<https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB0o>

b) Sub-contracting (if applicable)

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

Blackboard International B.V

c) Implementation and Exit Plan

Exit as per Blackboard International B.V ' Standard Exit Strategy

d) Complaints/ Escalation Procedure

The standard procedure is detailed below

As per Blackboard International B.V standard Master Terms and Services Descriptions
<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>
<https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB0o>

e) Termination

The standard procedure is detailed below

Persistent failure by the Supplier to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue.

As per Blackboard International B.V standard Master Terms and Services Descriptions

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

<https://blackboard.secure.force.com/publickarticleview?id=kA570000000PB0o>

f) Force Majeure

This Call-Off Contract is bound by Force Majeure events and may be terminated where a Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.

As per Blackboard International B.V standard Master Terms and Services Descriptions

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

<https://blackboard.secure.force.com/publickarticleview?id=kA570000000PB0o>

g) Insurance

The insurance policy for the contract required is detailed below

As per Blackboard International B.V standard Master Terms and Services Descriptions

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

<https://blackboard.secure.force.com/publickarticleview?id=kA570000000PB0o>

h) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

As per Blackboard International B.V standard Master Terms and Services Descriptions

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

<https://blackboard.secure.force.com/publickarticleview?id=kA570000000PB0o>

i) Key Performance Measures

As per Blackboard International B.V standard Master Terms and Services Descriptions

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

<https://blackboard.secure.force.com/publickarticleview?id=kA570000000PB0o>

j) Audit Process

Please detail any Customer audit requirements

As per Blackboard International B.V standard Master Terms and Services Descriptions

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

<https://blackboard.secure.force.com/publickarticleview?id=kA570000000PB0o>

7. Other Requirements

Please include any additional requirements that are not outlined above

Appendix 1 – Data Protection Protocol

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a) Variation to Standard Specification

Please list any agreed variations to the specification of requirements

N/A

b) Other Specific Requirements

Please list any agreed other agreed requirements

N/A

Appendix 1 - DATA PROTECTION PROTOCOL

Table A – Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	Blackboard Learn is a virtual learning environment, which gives trainees online access to course materials, reading lists and other resources, assignments, multiple choice tests and other content relevant to their curriculum. Trainee/faculty names, emails addresses for the delivery of education and training on a virtual platform.
Duration of the Processing	30 th September 2021 – 29 th September 2025
Nature and purposes of the Processing	Trainees are required to use Blackboard to attend live teaching and access learning materials.
Type of Personal Data	Name, specialty staff group, grade, email address
Categories of Data Subject	Junior doctors/HEE Trainers/Admin teams
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will not be retained once a trainee has reached the end of their training programme.

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer” and “Data Subject”	shall have the same meanings as set out in the GDPR;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Personal Data Breach”	shall have the same meaning as set out in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;
“Sub-processor”	means any third party appointed to Process Personal Data on behalf of the Supplier related to this Contract.

1 DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only Processing that the Supplier is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:
 - 1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Supplier is required to do otherwise by **Law**. **If it is so required the Supplier** shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;
 - 1.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - 1.4.3 ensure that :
 - (i) the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular Table A of this Protocol);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Protocol;

- (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

1.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

- (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Authority;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;

1.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination or expiry of the Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.6 of this Protocol, the Supplier shall notify the Authority immediately if it:

- 1.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
- 1.5.2 receives a request to rectify, block or erase any Personal Data;
- 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
- 1.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 1.5.6 becomes aware of a Data Loss Event.

1.6 The Supplier's obligation to notify under Clause 1.5 of this Protocol shall include the provision of further information to the Authority in phases, as details become available.

1.7 Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- 1.7.1 the Authority with full details and copies of the complaint, communication or request;
 - 1.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.7.4 assistance as requested by the Authority following any Data Loss Event;
 - 1.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 1.8.1 the Authority determines that the Processing is not occasional;
 - 1.8.2 the Authority determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 1.8.3 the Authority determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Processing activity by the Authority or the Authority's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
- 1.11.1 notify the Authority in writing of the intended Sub-processor and Processing;
 - 1.11.2 obtain the written consent of the Authority;
 - 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and
 - 1.11.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 1.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Authority may, at any time on not less than 30 Business Days' notice, revise this Protocol by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Supplier amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 1.15 The Supplier shall comply with any further instructions with respect to Processing issued by the Authority by written notice. Any such further written instructions shall be deemed to be incorporated into Table A above from the date at which such notice is treated as having been received by the Supplier in accordance with Clause 27.2 of Schedule 2 of the Contract.
- 1.16 Subject to Clauses 1.13, 1.14, and 1.15 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.