

Order Form – ServiceNow Workspace Delivery

Framework agreement reference: SBS/19/AB/WAB/9411

Date of order	30 th March 2021	Order Number	ecm_60994
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FROM

Customer	The Secretary of State, Environment, Food, and Rural Affairs "Customer"		
Customer's Address	Nobel House, 17 Smith Square, London, SW1P 3JR		
Invoice Address	Nobel House, 17 Smith Square, London, SW1P 3JR		
Contact Ref:	██████	██████████	
	██████	██████████	
	██████	████████████████████	

TO

Supplier	Softcat plc	"Supplier"
Supplier's Address	Fieldhouse Lane, Marlow, Bucks, SL7 1LW	
Account Manager	██████	██████████
	████████	████████████████████
	██████	██████████
	██████	██████████

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company]	Not Used	"Guarantor"
Parent Company address	N/A	
Account Manager	Name: Address: Phone: e-mail: Fax:	

1. TERM	
(1.1) Commencement Date	
	31/03/2021
(1.2) Expiry Date	
	The Contract shall expire on the date which is 36 Months after the Commencement Date, with the option

to extend for two further periods of 1 year, not exceeding 60 Months after the Commencement Date.

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services

Goods – As per deliverables in Appendix A

The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.

Service Profile – As per deliverables in Appendix A

Minimum Order Value	£1,014,650.88
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Optional Services

Collection recycling and ☐

Paper catalogue ☐

Secure Collection ☐

<i>[Guidance: Include a description of the core Services which are applicable to the Customer together with any specific Service requirements.]</i>

(2.2) Premises

The Services will be delivered to Nobel House, 17 Smith Square, London, SW1P 3JR

(2.3) Lease/ Licenses

Not Used

(2.4) Standards

The quality standards required for this Call-Off Contract are as per UAN5008857-2, signed between ServiceNow and the Buyer.

The technical standards required for this Call-Off Contract are as per UAN5008857-2, signed between ServiceNow and the Buyer.

(2.5) Security Requirements

Security Policy

The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements.

The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

Additional Security Requirements

Not Used

Processing personal data under or in connection with this contract

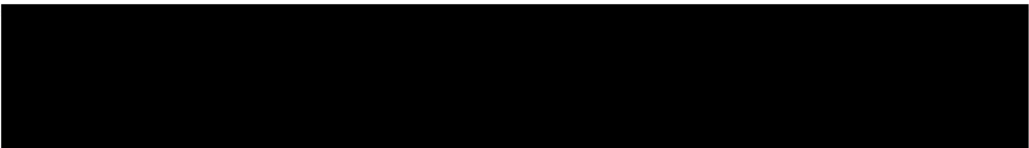
Not Applicable

(2.6) Exit Plan (where required)

Not Applicable

(2.7) Environmental Plan

Not Applicable

3. SUPPLIER SOLUTION
(3.1) Supplier Solution As per deliverables in Appendix A
(3.2) Account structure including Key Personnel Softcat sub-contract 100% of contract deliverables to ServiceNow (Licensing) and Mappedin (Service Delivery) Key Personnel: 
(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods Softcat sub-contract 100% of contract deliverables to ServiceNow (Licensing) and Mappedin (Service Delivery)
(3.4) Outline Security Management Plan As set out below: If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
(3.5) Relevant Convictions N/A A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided
(3.6) Implementation Plan As per deliverables in Appendix A

5. PRICE AND PAYMENT
(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS)) £1,014,650.88
(5.2) Invoicing and Payment The Supplier shall issue invoices annually in advance for licensing, and monthly in arrears for services. The Customer shall pay the Supplier within thirty (30) days of

receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

UA5008857-2_10.pdf

ServiceNow UA:

The Customer acknowledges that the Supplier is committing to a three-year non-cancellable agreement with ServiceNow on behalf of the Customer. For the avoidance of doubt, the Parties agree that in the event that the Customer invokes its right to terminate the Terms of Call off Contract, the unavoidable loss due to the Supplier, notwithstanding the Limitation of Liability, shall be £1,014,650.88 (plus all applicable VAT) or such lower amount as the Supplier may agree. This unavoidable loss shall be invoiced to the Customer by the Supplier and shall be payable by the Customer within 30 days of receipt of invoice. In such circumstances, the Customer agrees to waive the right to claim any reduction in the agreed fee by the Supplier's insurance.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and Services and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	31/03/2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	30/03/2021

Appendix A

Deliverables, as per SPTDCSN5008857-2:


SPTDCSN5008857-2.
pdf

31/03/2021-30/03/2024 - 36 Months						
Quantity	Part No	Description	Users	Monthly Price (per user)	Annual Price	Total Price
3	PROD14947	ServiceNow	23000			
3	PROD15003	ServiceNow® Workplace Service Delivery, Workplace User	23000			
352		ServiceNow® Safe Workplace Promotion, Safe Workplace User	-	-		
256		ServiceNow Staff Augmentation - T&N, Hours	-	-		
96		Senior Technical Consultant	-	-		
		Sr. Engagement Manager	-	-		
		The above references ServiceNow Implementation is detailed in SOW0023486				
		Invoice Schedule				
		Mappedin				
3		Mappedin's Integrated Mapping Platform Software for ServiceNow™ Workplace Service Delivery				
		Invoice Schedule				
Please note: Prices exclude VAT Quotes valid for calendar month only unless otherwise stated Errors and omissions excepted					Sub Total	
NHS SBS Digital Workplace Solutions - SBS/19/AB/WAB/9411 - Framework Ts&Cs Apply					Subtotal (GBP)	
					Delivery (GBP)	£0.00
					Total (GBP)	£1,014,650.88


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ServiceNow UA: