

## Modular Buildings Order Form (Service Level Agreement)

### Framework details

Title: Modular Buildings  
 Reference: SBS/16/JS/PZS/9049  
 Framework Start Date: 18<sup>th</sup> January 2017  
 Framework Max End Date: 17<sup>th</sup> July 2021 (please note that any call off contracts completed under this agreement can exceed the Framework max end date providing that they are awarded before the 17<sup>th</sup> July 2021)

### NHS SBS Contacts:

██████████ ██████████ ██████████  
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### 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 of the agreed upon Supplementary Agreements.

Period of the Service Level Agreement (SLA)	Effective Date	15/02/2021	Expiry Date	06/07/2021
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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 of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

This Service Level Agreement for CP2 supersedes the Service Level Agreement issued for CP1 and includes the scope, design and value of Contractor Proposal 2 referenced QF0221 which was issued on 20<sup>th</sup> April 2021.

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. That is, the date by which the works have been completed and the client can take possession of the site, albeit there may be very minor items outstanding that do not affect beneficial occupancy by the client.

### Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	Darwin Group Limited
Name of Supplier Authorised Signatory	██████████
Job Title of Supplier Authorised Signatory	██████████████████
Address of Supplier	London House Shawbury Business Park Shrewsbury SY4 4EA
Signature of Authorised Signatory	██████████
Date of Signature	04/05/2021

### Customer SLA Signature panel

The "Customer"	
Name of Customer	THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS
Name of Customer Authorised Signatory	██████████
Job Title	██████████████████
Contact Details email	██████████████████
Contact Details phone	

Address of Customer	Nobel House 17 Smith Square Westminster London SW1P 3JR
Signature of Customer Authorised Signatory	
Date of Signature	

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.

**PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:**



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**1. Agreement Overview**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Darwin Group Limited and DEFRA for the provision of Modular Building services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Modular Building services covered 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.

**2. Goals & Objectives**

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Modular Building related services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the Modular Building services 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. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary contract managers** associated with this SLA.

**Modular Buildings Supplier Contact:**

**Modular Buildings Customer Contact:**

#### 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 Services Provided

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

1. Works will be undertaken in line with the Client approved scope and designs outlined within the APHA Contractor proposal Document – Quote Reference QF0221 (Dated and Issued 20<sup>th</sup> April 2021)

##### B. Business Hours

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

To maintain continuity of service to ensure timely delivery of your requirements the following team will be made available to DEFRA:

[REDACTED]  
[REDACTED]

##### C. Price/Rates

Works will be undertaken in accordance with Contract Sum Analysis –

- CP2 Reference QF0221 Contract value including provisional sums and framework fee to the value of £2,051,908.70 (excluding VAT)

##### D. Invoicing

Please detail any specific invoicing requirements here

Payment 30 days from invoice – Fortnightly Valuations as per DGL previously submitted schedule

##### E. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance any Complaints and Escalations should be discussed between DEFRA and Darwin Group. Issues which cannot be resolved should be escalated to the NHS SBS department

##### F. Audit Process

Please detail any Customer audit requirements

DEFRA reserves the right to conduct an audit of the supplier to ensure compliance with the agreed terms and conditions.

##### G. Termination

The standard procedure is detailed below

Defra reserve the right to terminate in accordance with the termination clauses in the Framework contract – clauses 15, 16 and 17

##### H. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

- Darwin Group Limited will act as Principal Designer and Principal Contractor for the works
- There will be no client held retention for this project
- Insurance Levels are as follows:
  - Professional Indemnity £5m to be the aggregate of a period of time.
  - Contractors Public Liability to be £5m
  - Joint Fire Code does not apply

- Terrorism cover is not required
- Cover for Pollution is not required
- The client shall satisfy itself that the Contractors Proposals meet its requirements, and in the event of a contradiction between the Darwin Group Limited CP's and the client's ER's, the CP's shall take precedence.
- Valuations/Invoice submission shall be fortnightly, with the first due upon site possession.
- Payment terms are set at 30 days from point of issue of Darwin Group Limited's Valuation
- LAD's are to be set at £1,250 per week
- Darwin Group Limited will be invoicing for offsite elements of the works
- Loss of use is capped at the value of the contract
- Other than where we have indicated client provisional sums, this is a fixed cost lump sum contract, subject to the schedule of caveats and exclusions provided within our CP's and any assumptions also stated
- Any variations to contract require the written agreement of both parties • Any variations will be subject to 15% OH&P • No collateral warranties will be provided
- The programme of works in the CP's represents the contract programme
- No right of return or rejection exists within this contract for any element of the works.
- Assignment does not apply.
- Darwin Group Limited will not provide any information/copies of sub-contracts with suppliers/sub-contractors at any point.
- The use of named sub-contractors within this contract does not apply.
- No Professional Bonds or Parent Company Guarantees will be provided.
- Darwin Group Limited maintain the right to claim loss, damages and/or other costs and expenses within this contract.