

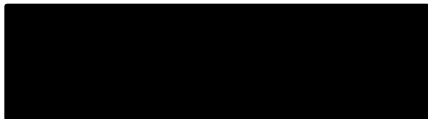
**Link: IT Solutions 2 (Digital Workplace Solutions)
Order Form (SLA)****Framework Reference:** **SBS/19/AB/WAB/9411**

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:

**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 - DDaT23759**

Period of the Service Level Agreement (SLA)	Effective Date	Friday 22 nd December 2023
	Expiry Date	Friday 29 th March 2024
Completion Date (<i>if applicable</i>)	Date	Not applicable

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

Extension period expiry date	<i>Not applicable</i>
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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	Phoenix Software Limited
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	Bytes House Randalls Way Leatherhead Surrey Unite
Signature of Authorised Signatory	[REDACTED]
Date of Signature	22/12/2023

Customer SLA Signature panel

The “Customer”	
Name of Customer	UK Research and Innovation - UKRI
Name of Customer Authorised Signatory	[REDACTED]
Job Title of Customer Authorised Signatory	[REDACTED]
Address of Customer	Polaris House, North Star Avenue, Swindon, England
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	22/12/2023

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 **Phoenix Software Limited** and **UK Research and Innovation - UKRI** 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 good 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		
Email		
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

The services for this contract are outlined in the SOW attached in the Annex A – Statement of Work below.

b) Price/Rates



The total value of the call-off contract shall not exceed **£32,000.00 excluding VAT**.

d) Business Hours

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

Supplier standard office hours & contact details - 9.00 – 17.30 Monday to Friday, [REDACTED]

Supplier out of hours contact details - Service Desk [REDACTED]

Out of hours arrangement - For support outside of business hours, please contact service desk for support.

e) Delivery Location

Mary Lyon Centre at MRC Harwell
Harwell Campus
Oxfordshire
OX11 0RD

f) Invoicing Methods

The payment method for this Call-Off Contract is BACS upon receipt of a valid invoice.
The supplier shall issue invoices annually in advance. The Customer shall pay the Supplier within thirty (30) days of

receipt of a valid invoice. All invoices must include a valid PO number and reference number DDaT23579.

Invoices will be sent to [REDACTED] and [REDACTED]

g) Reporting

Project Manager to report on progress and updates as required. Will be the single point of contact for escalations, engagement, and risk management.

Technical Lead to report to MLC stakeholders for implementation and configuration, responsible for delivery of the engagement, providing technical oversight and leadership.

h) Interoperability

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

The MLC IT Services Team will provide a privileged Microsoft SharePoint Online account in the target M365 / Azure AD tenant with SharePoint Administrator role permissions assigned. Plus SharePoint Term Store administrator permissions.

i) Response Timescales

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

Delivery of the engagement as per the SOW to be completed by the end of March 2024.

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:

Not applicable.

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.

Not applicable.

c) Implementation and Exit Plan

Implementation and exit plan are as per the SOW- given in Annex A

d) Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, parties should refer to the Clause 22 Dispute Resolution of the Framework Call Off Terms & Conditions.

e) Termination

The standard procedure is detailed below

Persistent failure by the Contractor 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.

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.

g) Insurance

The insurance policy for the contract required is detailed below

Subject to Clauses 14.2 and 14.3 of this Schedule 2 of these Call-off Terms and Conditions and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability, product liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.

h) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

The buyer would need to meet the pre-requisites and customer responsibilities as detailed in the SOW.

i) Key Performance Measures

Not applicable.

j) Audit Process

Please detail any Customer audit requirements

Not applicable.

7. Other Requirements

Please include any additional requirements that are not outlined above.

Not applicable.

a) Variation to Standard Specification

Please list any agreed variations to the specification of requirements

Not applicable.

b) Other Specific Requirements

Please list any agreed other agreed requirements

Not applicable.

Annex A - Statement of Work

