

**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 - NENC GPIT Capital Desktops Doc1794934210

Period of the Service Level Agreement (SLA)	Effective Date	Delivery before 22/02/2024
	Expiry Date	Delivery before 22/02/2024
Completion Date (if applicable)	Date	12/02/2024

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

Extension expiry date	N/A
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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	XMA Limited
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	COO
Address of Supplier	Unit 44, Wilford industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP
Signature of Authorised Signatory	DocuSigned by: [REDACTED] 9A95EECE3D7E4AE...
Date of Signature	14/2/2024

Customer SLA Signature panel

The "Customer"	
Name of Customer	North of England CSU
Address of Customer	John Snow House, Durham University Science Park, Durham, DH1 3YG, United Kingdom
Authorised Signatory	NHS England (on behalf of North of England CSU)
Name of Authorised Signatory	DocuSigned by: [REDACTED]
Job Title of Authorised Signatory	[REDACTED] 0E4D3AED7E0A4BC...
Address of Authorised Signatory	
Signature of Authorised Signatory	Full Name: [REDACTED] Job Title/Role: Director of Financial Control
Date of Signature	Date Signed: 6 March 2024

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 **XMA Ltd** and **NHS England on behalf of North of England CSU (NECS)** 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	Business Development Manager NHS	Service Delivery Manager
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

North of England Care System Support (NECS) has a requirement to procure ██████████ desktop PCs on behalf of North East and North Cumbria Integrated Care Board (NENC ICB).

This equipment will provide part of their annual GP IT refresh programme, to ensure the workforce is properly equipped and meeting cyber security requirements detailed below.

Product Type	Brand Name or Agnostic	Model / SKU Number	Specification	Warranty	Volume
Desktop	HP	Prodesk 400 G9	Intel Core i5-12500 3.00G 18MB 6 cores 65W, 16GB RAM, 1 TB Hard Drive including keyboard and mouse	Standard	

STANDARDS AND SERVICE SPECIFICATIONS

Please note the following Brand Protection text that the supplier MUST adhere to.

“The supplier guarantees that any product that they intend to deliver to NECS

is new, sourced directly from manufacturer or its authorised resellers

is sold by manufacturer or with its consent within the European Economic Area

is eligible for manufacturer’s warranty

is eligible for manufacturer’s support and services in accordance with manufacturer policies

is reported back to manufacturer as sold to NECS.

Customer/buyer reserves the right to check the origin of the supplied products on receipt.

b) Price/Rates



We are XMA.

Your quote.

Your XMA Account Manager: [REDACTED]

Direct Dial: 07944002432

E-mail: [REDACTED]

Internal Account Manager: [REDACTED]

Quote Ref. NM0502/01

Valid from: 05/02/2024

Quote expires: 29/02/2024

[REDACTED]

NH5 North of England Commissioning Support

Product Code	Description	Unit Price	Quantity	Total
51399911	Electronic TCO Certified labeling, ENERGY STAR Certified, Windows 11 Pro 64, Intel Core i5-12500 3.00G 18MB 6 cores 65W, 16GB (1x16GB) DDR4 3200 UDIMM NECC Memory, 512GB 2280 PCIe NVMe Value Solid State Drive, HP USB Business Slim Wired SmartCard CCID Keyboard, HP Black 125 Wired Mouse, Intel vPro Essentials, SATA Power Cable Non-RF, No Front Optional Port, DisplayPort Port v2, No Included ODD, HP 3 year Next Business Day Onsite	[REDACTED]	[REDACTED]	£1,083,060.00
	Pricing is via NENC - GPIT Capital Desktops NECS - PCs. Mini Competition Reference: SBS23-214. Framework Reference Number: SBS10044			
			Carriage	£0.00
			Total	£1,083,060.00

Notes

All Information provided is Private and must not to be duplicated without prior permission. Prices are calculated on a cost plus basis and are subject to manufacturer price changes, discounts and currency variations. E & O E. All prices exclude VAT.

XMA Limited. Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham NG11 7EP.

c) Total Value of Call-Off

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

£ 1,083,060.00 (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

e) Delivery Location

Delivery Location

NHS NECS, C/O InBond Ltd, Malleable Way, Stockton-On-Tees, TS18 2QX

Delivery Timescales

NECS requires delivery of the devices from the Supplier within the 23/24 financial year therefore delivery will be under reasonable endeavours by the Supplier after the receipt of an accepted Purchase Order by the Buyer.

f) Invoicing Methods

Invoices sent to: OAR Payables – M265, P O Box 312, Leeds, LS11 1HP

Supplier must invoice to match the PO format and value.

All invoices should include the supplier specific reference.

Services paid for on a one-off basis, with the full amount to be paid after delivery of all items.

NECS requires Invoicing from the Supplier within the 23/24 financial year.

g) Reporting

Serial Numbers to be provided in spreadsheet form upon delivery of hardware.

h) Interoperability

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

Not Applicable

i) Response Timescales

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

Not Applicable

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:

Delivery before 15/03/2024

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

Not Applicable

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

The Customer reserves the right to terminate this agreement should the goods ordered not be delivered by the date specified in section 5 (e).

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 [enter text] consecutive days.

g) Insurance

The insurance policy for the contract required is detailed below

Not Applicable

h) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

Not Applicable

i) Key Performance Measures

Not Applicable

j) Audit Process

Please detail any Customer audit requirements

Customer does not wish to conduct an onsite audit.

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