

## 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 /CQC I&D 004

Period of the Service Level Agreement (SLA)	Effective Date	16.04.2021
	Expiry Date	27.03.2025
Completion Date (if applicable)	Date	TBD


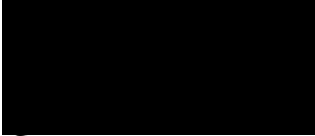
This SLA allows for the Customer to extend until the following date:

Extension expiry date	TBD
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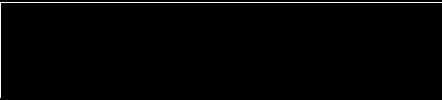
Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Customer continues to access the Supplier's services, the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements shall 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	Trustmarque Solutions Ltd
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Commercial Lead
Address of Supplier	65 Gresham Street, London, EC2V 7NQ
Signature of Authorised Signatory	
Date of Signature	31 <sup>st</sup> March 2021

### Customer SLA Signature panel

The "Customer"	
Name of Customer	Care Quality Commission
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	Head of Operational Business Services
Address of Customer	2/2 Redman Place, Stratford, London, E20 1JQ
Signature of Customer Authorised Signatory	
Date of Signature	06/04/2021

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 Trustmarque Solutions Limited and Care Quality Commission 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		Information Security Manager
Email		
Phone	Phone: Mobile:	

## 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

Product and Subscription Management Services

To bill the Customer for a provisioned subscription and provide reasonable assistance with any billing enquiries or issues.

Products in Scope

The products available to the Customer are the ones listed below or as requested by the Customer to be quoted by the Supplier for the Agreement. The Supplier will make reasonable endeavours to provide prices for Qualys products as Qualys makes the available, but may withhold them for reasons including but not exclusively:

- That the Supplier believes the Product may shortly be retired or significantly changed.
- The appropriate pricing cannot be provided by the Supplier for any reason.

The Supplier will provide updated process to the Customer on request by the Customer for a quote by e-mail or as otherwise mutually agreed.

Pricing is based on a fixed 12-month term (paid annually in advance until expiry date), should any additional licenses be purchased between the commencement and expiry date these will be charge on a pro-rotta basis, where Qualys product terms allow.

Licenses

Qualys Vulnerability Management 130 IPs with 3 Virtual Scanners

Qualys Licenses - Cloud Agent Vulnerability management x 100 users

### b) Price/Rates

Please provide details of the agreed pricing or insert here a copy of the quotation

**Company:** Care Quality Commission

**Deliver to:** (Unless stated below)  
Care Quality Commission  
CQC,  
Citygate,  
Gallowgate,  
Newcastle,  
NE1 4PA

**Date:** 23/03/2021

**Attention:** Fahrel Faulkner

**Expiry Date:** 31/03/2021

**Quote Ref:** QU939792

Part No	Description	Unit Price	Quantity	Price
Q-E-PUB-VM	Qualys Vulnerability Management- Enterprise - Public Sector. Quantity: 130			
Q-E-PUB-VM-M	Qualys Public Sector Vulnerability Management - Module Price. Quantity: 1			
Q-VS	Qualys Virtual Scanner-Annual Subscription. Quantity: 3			
Q-E-PUB-CAP-VM	Qualys Cloud Agent Vulnerability Management-- Enterprise--Public Sector. Quantity: 100			

Please note that foreign purchases are non-returnable and Trustmarque does not offer support on these products unless otherwise agreed and stated.

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**Customer Notes:**

**Quote Total**

All prices exclude VAT and are valid for 30 days, unless otherwise stated  
Should the foreign currency exchange rate fluctuate by more than 2% during this period, this quotation is no longer valid and we reserve the right to re-quote.

### c) Total Value of Call-Off

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

Total call-Off value approximately £16,272.92 exc VAT

### d) Business Hours

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

(Client Director)

Phone:

Mobile:

### e) Delivery Location

No physical goods to be received, email confirmation of the subscription will be sent to the named contact unless otherwise stated.

Citygate  
Gallowgate  
Newcastle Upon Tyne  
NE1 4PA

**f) Invoicing Methods**

Please detail the payment method and payment options

Payment is 12 months in advance, unless adding products after commencement date on a prorate basis. The Supplier needs to ensure the invoice provides sufficient detail to validate charges as well as quoting the PO number and correct address:

T70 Payables F175  
Phoenix House, Topcliffe Lane,  
Wakefield, WF3 1WE

Invoice Queries emailed to: [REDACTED]

Payment term is 30 days.

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

**g) Reporting**

As and when required and agreed between Customer and Supplier.

**h) Interoperability**

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

CQC has no specific interoperability requirements, the product is to be deployed in support of a largely Azure based, cloud infrastructure as well as a smaller Oracle Cloud infrastructure to monitor, collect and report on log data and server configurations.

**i) Response Timescales**

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

N/A

## 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:

N/A

### 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.

N/A

### c) Implementation and Exit Plan

N/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

N/A

### 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 45 consecutive days.



### **g) Insurance**

The insurance policy for the contract required is detailed below

- Product Liability Insurance – limit £5 million (Five million pounds sterling) per claim or series or related claims.
- Public Liability Insurance – limit £10 million (Ten million pounds sterling) per claim or series of related claims.
- Employer's Liability Insurance – limit £10 million (Ten million pounds sterling) per claim or series of related claims.
- Professional Indemnity Insurance – Limit £1 million (One million pounds sterling) per claim or series of related claims, if supplying an associated service.

### **h) Buyers Responsibilities**

Please list the areas that the buyer is responsible for:

N/A

### **i) Key Performance Measures**

N/A

### **j) Audit Process**

Please detail any Customer audit requirements

N/A

## **7. Other Requirements**

Please include any additional requirements that are not outlined above

### **a) Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

## b) Other Specific Requirements

Please list any agreed other agreed requirements

The Parties agree that:

- Trustmarque shall not knowingly deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Customer's staff, patients, service users or visitors at risk.
- No Trustmarque personnel employed in delivery of the services shall be brought into contact with any vulnerable persons or individuals receiving health care, and no activities performed in the course of the Services are regulated activities for the purpose of the Safeguarding Vulnerable Groups Act 2006.
- No IPR is being generated
- Any call-off provisions relating to TUPE are not applicable to this SLA
- The provisions of clause 10.1.14 of the call off terms is not applicable to this SLA
- For any indemnities that are to be subject to the limitation on liability at Clause 13, it is all claims in aggregate arising under all those indemnities (i.e. taken together) which are subject to the limitation of liability at Clause 13.2, as amended

The Parties agree that clause 12 of the call off terms shall be amended as follows:

### 12. Indemnity

1. Unamended
2. Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 of these Call-off Terms shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 of these Call-off Terms and Conditions and Clause 2.6 of Schedule 3 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions.

The Parties agree that clause 13 of the call-off terms are amended as follows:

### 13. Limitation of liability

1. Unamended
  2. Subject to Clauses 12.2, 13.1, 13.3, and 13.5 of this Schedule 2 of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be ~~limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.~~
  3. There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. ~~For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:-~~
    1. ~~extra costs incurred purchasing replacement or alternative services;—~~
    2. ~~costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;—~~
    3. ~~the costs of extra management time; and/or—~~
    4. ~~loss of income due to an inability to provide health care services,—~~
- ~~in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.~~

