

## Order Form

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

<b>Date of order</b>	28/09/2023	<b>Order Number</b>	[ ] To be quoted on all correspondence relating to this Order
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### FROM

<b>Customer</b>	NHS Counter Fraud Authority
<b>Customer's Address</b>	NHS CFA 7th Floor 10 South Colonnade Canary Wharf London E14 4PU
<b>Invoice Address</b>	As above
<b>Contact Ref:</b>	<b>Name:</b> [REDACTED] <b>Phone:</b> [REDACTED] <b>e-mail:</b> [REDACTED]

### TO

<b>Supplier</b>	Phoenix Software
<b>Supplier's Address</b>	Phoenix Software Limited, Blenheim House, York Road, Pocklington, York, YO42 1NS
<b>Account Manager</b>	<b>Name:</b> [REDACTED] <b>Address:</b> Phoenix Software Limited, Blenheim House, York Road, Pocklington, York, YO42 1NS <b>Phone:</b> [REDACTED] <b>e-mail:</b> [REDACTED]

### GUARANTEE

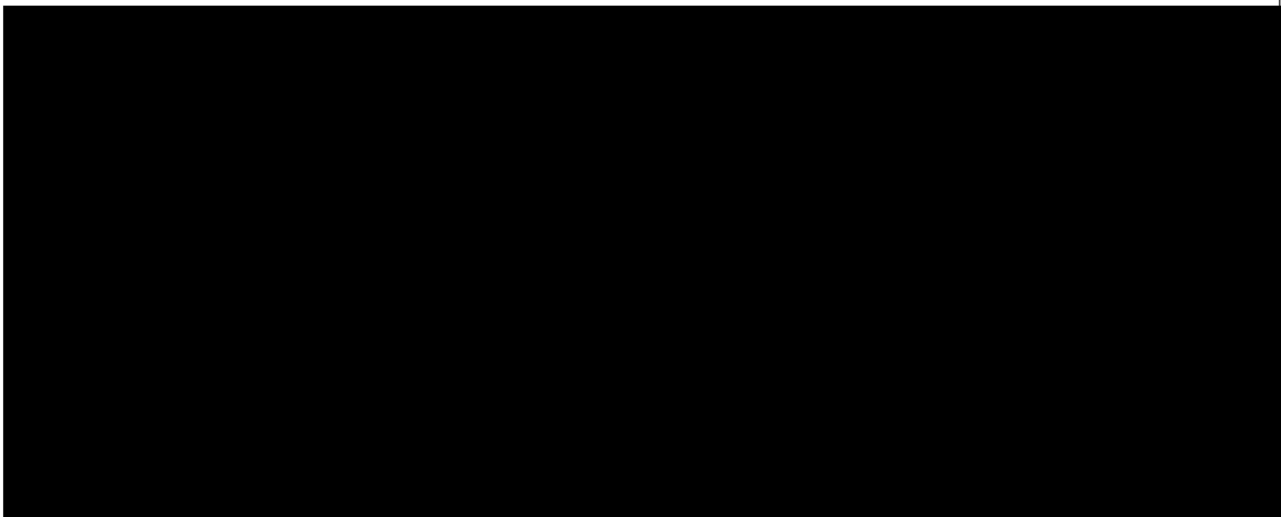
<b>Guarantee to be provided</b>	N/A
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

<b>[Parent Company]</b>	N/A	<b>"Guarantor"</b>
<b>Parent Company address</b>	N/A	
<b>Account Manager</b>	N/A	

<b>1. TERM</b>
<b>(1.1) Commencement Date</b>  28/11/2023
<b>(1.2) Expiry Date</b>

27/11/2026

**2. GOODS AND SERVICES REQUIREMENTS****(2.1) Goods and/or Services**

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

Minimum Order Value **£22,711.50**

**(2.2) Premises**

N/A

**(2.3) Lease/ Licenses**

N/A

**(2.4) Standards**

N/A

**(2.5) Security Requirements****Security Policy**

N/A

**Additional Security Requirements**

N/A

**Processing personal data under or in connection with this contract**

No

<b>(2.6) Exit Plan (where required)</b>
No
<b>(2.7) Environmental Plan</b>
NO

<b>3. SUPPLIER SOLUTION</b>
<b>(3.1) Supplier Solution</b>
Barracuda Total Email Protection Bundle 3-Year User License
<b>(3.2) Account structure including Key Personnel</b>
Joshua Beaumont [REDACTED], Account Director at Altinet LTD
<b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b>
N/A
<b>(3.4) Outline Security Management Plan</b>
N/A
<b>(3.5) Relevant Convictions</b>
N/A
<b>(3.6) Implementation Plan</b>
Already installed at the NHS Counter Fraud Authority since November 2020

<b>4. PERFORMANCE QUALITY</b>
<b>(4.1) Key Performance Indicators</b>
N/A
<b>(4.2) Service Levels and Service Credits</b>
When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:
<b>Please Find Barracuda's SLA Document below:</b> <a href="https://assets.barracuda.com/assets/docs/dms/Barracuda_Email_Protection_SLA.pdf">https://assets.barracuda.com/assets/docs/dms/Barracuda_Email_Protection_SLA.pdf</a>

If the level of performance of the Supplier during the Contract Period:

- (i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or
- (ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

## **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))**

£22,711.50

Payment to be made via BACS

### **(5.2) Invoicing and Payment**

**The Supplier shall issue invoices [monthly]/[quarterly] in arrears. The Customer shall pay the Supplier within 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.**

Specific arrangements relating to the above payment method are:

- Via email (preferred) to: [REDACTED]
- Or by post to: Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle-Upon Tyne, Tyne & Wear, NE15 8NY

## **6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES**

### **(6.1) Supplemental requirements**

Not used

**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/or Services and by signing below agree to be bound by the terms of this Contract.

**Principal Signatory Details****For the Buyer:**

Title: NHSCFA Director of Finance &amp; Corporate Services

Name: [REDACTED]

Email: [REDACTED]

**For the Supplier:**

Title: Healthcare Team Manager

Name: [REDACTED]

Email: [REDACTED]

Signed	For and on behalf of the Supplier	For and on behalf of the Customer
	Signed on 05/10/2023	Signed on 05/10/2023