

## Order Form

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

<b>Date of order</b>	01/10/2024	<b>Order Number</b>	
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### FROM

<b>Customer</b>	NHS Business Services Authority ["Customer"]
<b>Customer's Address</b>	Stella House, Goldcrest Way, Newburn Riverside Business Park, Newcastle upon Tyne NE15 8NY
<b>Invoice Address</b>	Accounts Payable NHS Business Services Authority Stella House, Goldcrest Way, Newburn Riverside Business Park, Newcastle upon Tyne NE15 8NY accountspayable@nhsbsa.nhs.uk
<b>Contact Ref:</b>	<div></div> Stella House, Goldcrest Way, Newburn Riverside Business Park, Newcastle upon Tyne NE15 8NY <div></div>

### TO

<b>Supplier</b>	Computacenter UK Limited ["Supplier"]
<b>Supplier's Address</b>	Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW
<b>Account Manager</b>	<div></div> Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW <div></div> <div></div>

### GUARANTEE

Guarantee to be provided	No
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### 1. TERM

Commencement Date: 1 October 2024
Expiry Date: 30 September 2025

### 2. GOODS AND SERVICES REQUIREMENTS

S/N	Item
1	Dell Hardware Support and Maintenance
2	VMware Licensing
3	Juniper Firewall Support and Maintenance
4	RedHat Licensing

### PREMISES

Ark Data Centres Cody Park Farnborough HANTS GU14 OLH
Ark Data Centres Spring Park Westwells Road Corsham Wiltshire SN13 9GB
Standards: N/A
Security Requirements: N/A
Security Policy: Appendix 1
Additional Security Requirements: N/A
Processing personal data under or in connection with this contract: N/A
Exit Plan: N/A
Environmental Plan: N/A

<b>3. SUPPLIER SOLUTION</b>
Supplier Solution: N/A
<b><u>Key Personnel</u></b>
<p>██████████ – Account Manager – ██████████</p> <p>██████████ – Network &amp; Security Sales Specialist – ██████████</p>
<b><u>Sub-contractors to be involved in the provision of the Services and/or Goods:</u></b>
<b><u>Dell Technologies:</u></b> Dell Inc. City Park, Alexandra Parade, Glasgow, G31 3AU
<b><u>VMware by Broadcom:</u></b> Flow 1 & 2, River Park Avenue, Staines, Surrey, TW18 3FA, United Kingdom
<b><u>Juniper:</u></b> Rourke House, The Causeway, Staines TW18 3BA
<b><u>Red Hat:</u></b> Peninsular House, 30-36 Monument St, London EC3R 8NB
Outline Security Management Plan: N/A
Relevant Convictions: N/A
Implementation Plan: N/A

#### 4. PERFORMANCE QUALITY

##### Key Performance Indicators

The Supplier shall hold quarterly supplier relationship meetings with the Buyer present to review Service Levels, prevention of reoccurrence and provide updates on End of Life and End of Service Life hardware.. Throughout this contract we will continue with the engagement of Circular Services to help The Authority's Social Value and Sustainability agenda.

##### Service Levels

##### Dell

##### **4 Hour Onsite Service:**

4-Hour On-site Response A technician typically arrives on-site within 4 hours after completion of troubleshooting and isolating the issue:

- Available seven (7) days each week, twenty-four (24) hours each day, including holidays.
- Available within defined four (4) hour response locations.
- 4 Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery.

##### SEVERITY 1

Critical – loss of ability to perform critical business functions and requires immediate response

##### SEVERITY 2

High – able to perform business functions, but performance/capabilities are degraded or severely limited.

##### SEVERITY 3

Medium/Low – little to no business impact.

##### VMware

- Normal Business Hours Support – 8:00 – 6:00 Monday – Friday  
+44 1316 192813 (Direct Dial)  
+44 8000 260463 (Toll Free)

Essential Support includes:

- Chat, telephone and online access to technical support, where available\*,
- Ability to submit new incidents 24x7x365
- 24x7x365 continuous support for Severity 1 incidents
- 24x7x365 access to Broadcom Support Portal
- Interactive remote diagnostic support.

##### Juniper

The Global Support delivery team is available from 8:00 am to 6:00 pm Monday - Friday in your local time zone.

- Juniper Support Portal
- 00-800-2586-4737

<https://support.juniper.net/support/requesting-support/>

### **Red Hat**

#### **Standard Support**

Standard Business Hours - 9:00 AM to 5:00 PM (0900-1700). Standard Business Hours do not include weekends or local public holidays.

+441252362710

- <https://access.redhat.com/support/offerings/production/sla>

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**

S/N	Item	1-Year Cost
1	Dell Hardware Support and Maintenance	████████
2	VMware Licensing	████████
3	Juniper Firewall Support and Maintenance	████████
4	RedHat Licensing	████████
Total Contract Cost		████████

### **Invoicing and Payment**

Invoicing shall be one-off due to the nature of the service being provided by the supplier.

The Supplier shall issue invoices in arrears. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice.

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES
<ul style="list-style-type: none"> <li>• Third party software (if any) shall be licensed subject to the third-party licensor's standard license terms which shall govern the supply, the Customer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Order Form and Framework Agreement.</li> <li>• Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.</li> <li>• Title to Goods is transferred to the Customer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).</li> <li>• The warranty for Goods shall be as per the applicable third-party manufacturer's standard warranty.</li> <li>• Customer shall not terminate this Order Form without cause</li> </ul>
<p>Insurance</p> <ul style="list-style-type: none"> <li>• Employers' liability is set at £5,000,000</li> <li>• Professional indemnity insurance is set at £10,000,000</li> </ul>
<p>Complaints and Escalation Procedures</p> <p>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 &amp; Conditions.</p>
<p>Termination</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue.</li> <li>• Subcontractors Termination Clauses are provided and embedded into this contract.</li> </ul>

**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.

**For and on behalf of the Supplier:**

**For and on behalf of the Buyer:**

## Information Security Policy

### Issue sheet

Document reference	ISMSPOL 001
Document location	<ul style="list-style-type: none"><li>- Security and Information Governance webpage on MYHUB</li><li>- ISMS sub-folder under Clause 5.2</li></ul>
Title	NHSBSA Information Security Policy
Author	Information Security Risk and Business Continuity Manager
Owner	NHSBSA CEO and NHSBSA SIRO
Issued to	All NHSBSA staff
Reason issued	For information/action
Last reviewed	March 2022
Review Cycle	Annual
Date of Wellbeing and Inclusion Analysis	No Impact
Date of Accessibility Review	March 2022

### Revision details

Version	Date	Amended by	Approved by	Details of amendments
Draft	July 2018	Lead Information Security Risk Manager		
Draft	August 2018	Head of Information Governance and Security Operations Manager		Comments and changes suggested from an IG and ICT Security perspective.
Draft	January 2019	Lead Information Security Risk Manager		Changes made to Policy statement section following BISG comments (Nov 2018) and ISMS IA of Clauses 4-10 (Jan 2019)
V1.0	February 2019	Lead Information Security Risk Manager	BISG	Info sec policy statement signed and ISMSPOL 001 communicated to staff
V1.1	December 2019	Information Security Risk and BC Manager		Annual review process started.  The following major elements have been updated; <ul style="list-style-type: none"><li>- Information Security policy statement</li><li>- Updated and revised Information Security Objectives.</li><li>- Included new roles, responsibilities and authorities</li><li>- Inclusion of new Annex 2</li></ul>