

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** **SBS24-043 Cisco Contact Centre Flexplan Subscription**

Period of the Service Level Agreement (SLA)	Effective Date	19/08/2024
	Expiry Date	18/08/2025
Completion Date (if applicable)	Date	TBD


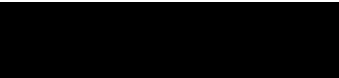
This SLA allows for the Customer to extend until the following date:

Extension expiry date	N/A
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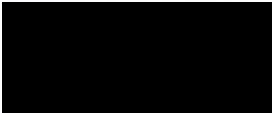
Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Customer continues to access the Supplier's services, the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements shall 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	European Electronique Ltd
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Framework Manager
Address of Supplier	Forward House, Oakfields Industrial Estate, Eynsham, Oxfordshire, OX29 4TT
Signature of Authorised Signatory	
Date of Signature	21/08/2024

Customer SLA Signature panel

The “Customer”	
Name of Customer	NHS England on behalf of North of England CSU
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	Business Information Services Director
Address of Customer	John Snow House, Durham University Science Park, Durham, DH1 3YG
Signature of Customer Authorised Signatory	
Date of Signature	(21/08/2024)

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.

Table of Contents

1. Agreement Overview
2. Goals & Objectives
3. Contract Managers
4. Periodic Review
5. Service Requirements
 - a. Products and/or Services Provided
 - b. Price/Rates
 - c. Total Value of Call-Off
 - d. Business Hours
 - e. Delivery Location
 - f. Invoicing Methods
 - g. Reporting
 - h. Interoperability
 - i. Response Timescales
6. Supply Terms and Performance
 - a. Supplementary Conditions of Contract
 - b. Sub-Contracting
 - c. Implementation and Exit Plan
 - d. Complaints/Escalation Procedure
 - e. Termination
 - f. Force Majeure
 - g. Insurance
 - h. Buyers Responsibilities
 - i. Key Performance Measures
 - j. Audit Process
7. Other Requirements
 - a. Variation to Standard Specification
 - b. Other Specific Requirements

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **European Electronique Ltd** and **NHS North of England Commissioning Support Unit (Hosted by NHS England) (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	Framework Manager	Infrastructure Network 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

OVERVIEW

NECS (NHS North of England Commissioning Support Unit) has a requirement to purchase a 12-month Cisco Contact Centre Flex plan subscription for the on-premises Unified Contact Centre Express platform, to replace the existing subscription which is expiring.

We would like prices based on a reduction of required licences from our current plan based on 284 standard and 42 premium concurrent agents to a new figure of [REDACTED] and [REDACTED] respectively.

SCOPE OF SERVICES

NECS (North of England Care Support) requires the supply of a Cisco Contact Centre Flex plan subscription for the quantities of agents listed in the specification table.

As per the below BOM. This is a reduced number of standard and premium concurrent agent licenses from our current plan (██████ to ██████ respectively) with a start date of 19th August 2024.

[illegible]

The current CUCM version in use is: 15.0.1

The UCCX version is: 12.5.1

NECS Existing Subscription ID is: Sub1279615

STANDARDS AND SERVICE SPECIFICATIONS

Standards

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

“The supplier guarantees that any product that they intend to deliver to NECS (North of England Care Support).

- 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 (North of England Care System).

In case any supplied product does not fulfil any of the obligations above, the supplier is in breach of contract with the customer/buyer.

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

b) Price/Rates

Cisco Part Number	Description	Quantity	Unit Price	Final Line Cost £ (Ex VAT)
████████	████████████████	1	██████	██
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TOTAL COST				£59,899.01

c) Total Value of Call-Off

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

£59,899.01

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

N/A

f) Invoicing Methods

Invoice sent to: OAR Payables – M265, P O Box 312, Leeds, LS11 1HP. NECS expects to be invoiced for 12 months period at a time. Supplier must invoice to match the PO format and value. All invoices should include the supplier specific reference.

g) Reporting

N/A

h) Interoperability

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

N/A

i) Response Timescales

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

Criticality of Service Request	Action	Timescale
Severity Levels 1 and 2 calls	Respond and start investigation	Within one hour.
Levels 3 and 4 calls During Business Hours	Respond and start investigation	Within one hour.
Levels 3 and 4 calls Outside Business Hours	Respond and start investigation	Within the Next Business Day during Business Hours.

As this Support is being provided by Cisco, European Electronique Ltd shall not be responsible for the Response Timescales indicated in the table above.

For the avoidance of doubt, any Support queries and response times, are mutually arranged between Cisco and the Buyer.

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:

There are currently no supplementary conditions to consider

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.

Services are provided under the Cisco brand via re-seller European Electronique Ltd, NECS are aware that Cisco use 3rd parties to deliver functions of the service. NECS are buying the services from European Electronique Ltd with Cisco as a sub-contractor to them.

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

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 60 consecutive days.

g) Insurance

The insurance policy for the contract required is detailed below

Employers liability insurance with a minimum limit of £1,000,000 or any higher minimum limit required by Law. Professional indemnity insurance will have a minimum limit of indemnity of £1,000,000 (and as required by Law). Any other liabilities or insurance requirements.

h) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

See section 1 of the embedded document



i) Key Performance Measures

NECS Staff will regularly review KPI based on response and resolution times outlined in the terms of the support contract, performance concerns will be raised directly via the dedicated Cisco service manager.

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

N/A

a) Variation to Standard Specification

Please list any agreed variations to the specification of requirements

N/A

b) Other Specific Requirements

Please list any agreed other agreed requirements

N/A