

## Order Form

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

<b>Date of order</b>	28/06/2022	<b>Order Number</b>	C72110 To be quoted on all correspondence relating to this Order
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### FROM

<b>Customer</b>	NHS Commissioning Board (known as NHS England and also for the benefit of Trust Development Authority) "Customer"		
<b>Customer's Address</b>	Quarry House, Quarry Hill, Leeds, LS2 7UE		
<b>Invoice Address</b>	NHS England, Account Payables K005, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE		
<b>Contact Ref:</b>	<b>Name:</b>	[REDACTED]	
	<b>Address:</b>	Quarry House, Quarry Hill, Leeds, LS2 7UE	
	<b>e-mail:</b>	[REDACTED]	

### TO

<b>Supplier</b>	Trustmarque Solutions Limited "Supplier"		
<b>Supplier's Address</b>	65 Gresham Street, London, EC2V 7NQ		
<b>Account Manager</b>	<b>Name:</b>	[REDACTED]	
	<b>Address:</b>	[REDACTED]	
	<b>Phone:</b>	[REDACTED]	
	<b>e-mail:</b>	[REDACTED]	

### GUARANTEE

<b>Guarantee to be provided</b>	N/A
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<b>1. TERM</b>	
<b>(1.1) Commencement Date</b>	01 June 2022
<b>(1.2) Expiry Date</b>	30 June 2024 (to align to the expiry of the NHS England Enterprise Agreement)

<b>2. GOODS AND SERVICES REQUIREMENTS</b>
<p><b>(2.1) Goods and/or Services</b></p> <p>NHSE/I require a single supplier to help manage its Microsoft estate and act as its Licensing Service Provider (LSP) and Cloud Solution Provider (CSP). The Statement of Requirements, included as part of the ITT, provides further detail. This is also attached below:</p> <div data-bbox="215 497 252 533" data-label="Image"> </div> <p>C72110_Doc2_SoR_vfinalupdated22032</p> <p>Clarification questions and responses are attached below:</p> <div data-bbox="156 609 454 840" data-label="Image"> </div>
<p><b>(2.2) Premises</b></p> <p>N/A</p> <p><b>(2.3) Lease/ Licenses</b></p> <p>N/A</p>
<p><b>(2.4) Standards</b></p> <p>N/A</p>
<p><b>(2.5) Security Requirements</b></p> <p><b>Security Policy</b></p> <div data-bbox="242 1514 300 1570" data-label="Image"> </div> <p>Information Security Policy v1.0.d</p> <p><b>Additional Security Requirements</b></p> <p>N/A</p> <p><b>Processing personal data under or in connection with this contract</b></p> <p>YES</p>
<p><b>(2.6) Exit Plan (where required)</b></p> <p><b>LSP Exit plan</b></p> <p>NHS England should have nominated their LSP for continuation of LSP licensing services before the expiry date. For enrolments that end before or on the expiry date, no action is needed to exit our service from</p>

these enrolments:

NHSE ESA - 91370378

NHSE Azure SCE - 62615516

NHSE Server SCE – 50780781

NHSI ESA - 88158104

NHSI Server SCE - 69426633


The NHSI Azure SCE (48615351) runs to December 2022 and will need a renewal action at that point to continue Azure services.

If NHSE&I have enrolled in new agreements that end beyond the expiry date, Trustmarque will sign a change of channel partner request form to transfer any agreed enrolments over to a superseding LSP partner. Any fees for usage of services up to the expiry date will still be chargeable

**CSP subscriptions exit plan – At the end of Trustmarque managing CSP licensing and consumption, the licensing components purchased via NCE must see out to their yearly renewal dates then can be cancelled and moved to another partner. Consumption based Azure billing subscriptions can be transferred across via Microsoft provided Partner Centre with approval from all parties at request.**

#### **CSP Managed Services exit plan**

At the end of a Trustmarque Managed Services agreement, unless there is a specific offboarding service included as part of any of our services or a custom offboarding approach has been agreed, our standard offboarding delivers a standard set of tasks and activities aligned to services provided, and summarised as follows by way of a RACI matrix:

 <b>Standard Managed Services Offboarding</b>		Customer	Trustmarque
<b>STANDARD MANAGED SERVICE OFFBOARDING ACTIVITIES</b>			
Agreement on final billing date and service end		I,C	R,A
Issue of final invoice		I	R,A
Service offboarding exit review meeting		I,C	R,A
Revoking of customer access to Trustmarque's Service Desk		I	R,A,C
Archive of customer documentation, with retention in line with Trustmarque's GDPR policies			R,A,C
Invoicing for last month/period of service		I	R,A,C
Cessation of Monitoring and alerting through to Trustmarque Service Desk, where applicable		I	R,A,C
Removal of monitoring agents, templates, or monitoring packs where applicable		I	R,A,C
Handover of any additional environment accounts and passwords, where applicable		C,I	R,A
Expiry of any Trustmarque related domain accounts		R,A	C,I
Removal of any firewall rules relating to the provision of Trustmarque's services (Trustmarque side)		C,I	R,A
Removal of any firewall rules relating to the provision of Trustmarque's services (Customer side)		R,A	C,I

Where required Trustmarque can also support and deliver any exit and transition activities required by the customer following contract expiry and termination including the provision of general assistance, production of plans, processes, procedures, and the continuation of service, but only as part of a specific exit



management request and associated scope of works made by the customer and following written agreement between Trustmarque and the customer including any costs to be paid by the customer

### **(2.7) Environmental Plan**

Please see NHSE/Is environmental policy below:



nhse-sustainable-development-manageme

### **Environmental Plan**



Trustmarque  
environmental plan.

## **3. SUPPLIER SOLUTION**

### **(3.1) Supplier Solution**

The Supplier solution is as per their tender response documents. This is to be in full accordance and compliance with NHSE/Is tender docs.

The Suppliers technical and commercial response documents are provided below:



### **(3.2) Account structure including Key Personnel**

This is as per the Suppliers technical response document.

Key Personnel: N/A

### **(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods**


N/A

### **(3.4) Outline Security Management Plan**

As set out below:



2022 Information  
Security Policy Statem

<p><b>(3.5) Relevant Convictions</b></p> <p>N/A</p>
<p><b>(3.6) Implementation Plan</b></p> <p>Implementation plan covered within the Statement of Managed Services (SMS)</p> <p>An implementation plan is not applicable for LSP services</p>
<p><b>(3.7) Statement of Managed Services</b></p> <div><p>Statement of Managed Services (S</p></div>

**4. PERFORMANCE QUALITY****(4.1) Key Performance Indicators**

As per the Suppliers Commercial Envelope (tab 3), and detailed below.

KPI Ref. Number	Services that KPI relates to	Description of KPI	Measurement	KPI Tolerances (Percentage)
KPI-01	CSP	<b>Priority 1 - Critical</b> Indicates a major issue, such as a full-site outage, or that a system or component system is down. Primary business purpose halted, critical business functions totally unavailable or unusable causing a financial impact to the business. Security breaches have occurred. Inability to conform to regulatory or legal requirements. Health and Safety issues requiring immediate remedial actions - danger of loss of life / serious injury. Customer has been identified as experiencing abnormal significant business impacting malicious activity.	10 Minute Initial Response	2%
KPI-02	CSP	<b>Priority 2 - Major</b> Indicates a problem such as a partial site outage or that a system or component is down so that you are experiencing serious service degradation. Critical business service severely degraded or experiencing significant partial failure with significant negative effect to customers business. Loss of redundancy creating a significant potential risk to customers. Valuable or sensitive data or IP is at increased risk of being lost or corrupted. Likelihood of inability to conform to regulatory or legal requirements. Significant security vulnerabilities causing heightened risk to the customer	10 Minute Initial Response	5%
KPI-03	CSP	<b>Priority 3 - High</b> Indicates a problem that does not directly impact your core business purpose but involves a system or component experiencing minor issues. Operational performance of the Network, Service or Application is impaired whilst most business operations remain functional. Loss of redundancy where there is limited risk to customers. Issue with low impact to customers, where a workaround solution or alternative operation has been provided.	2 hour initial response	5%
KPI-04	CSP	<b>Priority 4 - Medium</b> Indicates an issue or request not affecting the core business purpose. Information required on equipment components. Issue where there is little or no impact to current business operations. Individuals able to perform their primary business role with some performance degradation. Non-service affecting proactive alarm response including intermittent loss of redundancy.	Next Business Day	5%
KPI-05	All	Quarterly meetings booked and attended	Attended	100%
KPI-06	LSP & CSP	Licence quote requests	Acknowledged within 24 hours	99%
KPI-07	LSP & CSP	Quotes / pricing provided	Within 24 hours	99%
KPI-08	LSP & CSP	Orders processed	Within 24 hours of receiving	99%

**(4.2) Service Levels and Service Credits**

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

Service Level	Description	Service Credit Calculation	Critical Failure	Service

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))**

The contract price is as per the breakdown provided below:

The unit price and discount percentages must be in accordance and consistent with the Suppliers Commercial Envelope submitted as part of Trustmarque's tender response. The Commercial Envelope is attached, and a full cost breakdown is provided below

The cost breakdown for the LSP and CSP requirements are outlined below:

Total Price –

NHSI ESA

Product	Qty	Price	Total

NHSI Servers

Product	2022 qty	Price	Total

Product	2022 Qty	Price	Total



**NHSE Azure**

Product	2022 Qty	Price	Total

**AGEM CSP**

Product	2022 Qty	Price	Total

**AGEM CSP Managed Service and consumption**

Product	2022 Qty	Price	Total

**Total Price –**

**Pricing Terms**

Charges detailed in this Agreement are subject to change, if

- Microsoft change their partner rebate model or change the level of discount / rebate that NHSE are eligible for. Such change will be applicable for the subsequent 12-month period (year 3) from the anniversary of the Start Date. The Supplier must evidence such changes.
- Anniversary and true-up purchase orders are issued late by Buyer to Supplier (outside the 30-day window) (Orders must be placed by NHSE before 1<sup>st</sup> May for NHSI / before 1<sup>st</sup> June for NHSE)
- DHSC21 MoU (Windows 10) is not renewed or an agreement with equivalent terms is not entered into by 30<sup>th</sup> April 2023.

**Agreed Terms**

Enrolled Affiliate confirms that all users covered by this Enrollment are part of a DHSC21 Eligible Organisation.

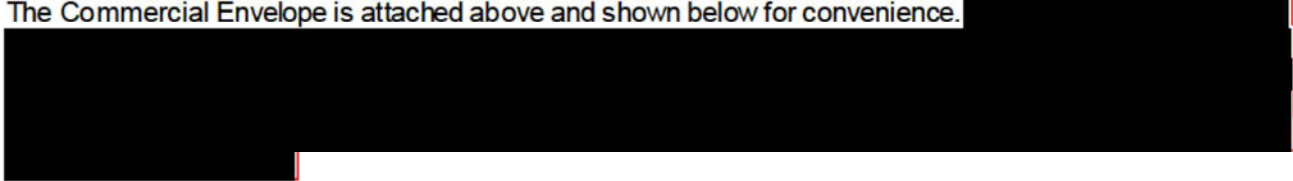
The Enrolled Affiliate agrees that if:

- (i) the DHSC21 MoU is not renewed; or
- (ii) agreement(s) equivalent to the Central DHSC Agreements are not entered in to so as to extend the O365 E3R licence (in respect of the Centralised E3R Agreement) and/or the Windows Licence (in respect of the Windows Enterprise National Agreement),

then, at the first anniversary of this Enrollment which is subsequent to 30<sup>th</sup> April 2023 (the expiry date of the DHSC Central Agreements), Microsoft may adjust the discounts offered such that the discounts extended thereafter are in accordance with DTA21. Such price adjustments will be for licenses to which (i) and/or (ii) above apply and that have increased discounts as a consequence of the central purchases included in the Central DHSC Agreements.

The Enrolled Affiliate acknowledges that the price extended to the Enrolled Affiliate will be determined by the Microsoft Licensing Solution Provider (LSP).

The Commercial Envelope is attached above and shown below for convenience.



NHS England Agreements	Volumes		Pricing			
	21/22	22/23	Microsoft Pricing (Unit £ per annum)*	Supplier Margin (as per SBS Framework Rate)	Supplier Margin (discounted against Framework)	Total price (£ per annum)
<b>NHS England – Enterprise Agreement</b>	qty	qty				
M365 E5 PerUsr						
O365E1 PerUsr						
SharePoint Plan2 PerUsr						
Power BI Pro PerUsr						
Power BI PremP1						
Common Area Phone PerDvc						
Domestic Calling Plan PerUsr 120min						
Domestic Calling Plan PerUsr 1200min						
Intl Calling Plan PerUsr						
Teams Rooms Stand PerDvc						
Project Plan3 Per User						
VisioPlan2 PerUsr						
Visual Studio Pro Sub w/GitHub						
Visual Studio Ent Sub w/GitHub						
Azure DevOpsServerCAL UsrCAL						
Win Remote Dsktp Svcs CAL PerUsr						
Dyn365ECstmrSrv PerUsr						
Common Data Svc DBCpcty AddOn						
Common Data Svc LogCpcty AddOn						
Azure VDI						
W365						
Server Standard SA						
Server Data Centre SA						
SCCM						
SCOM						
<b>NHS England Server Cloud Enrollment</b>						
SQLSvrEntCore ALNG SubsVL MVL 2Lic Core						
<b>NHS England – Azure APA SCE</b>						
Azure Monetary Commitment						
<b>NHS ImprovementServer Cloud Enrollment</b>						
SQL Svr Enterprise Core 2Lic CoreLic						
SQL Svr Standard Core 2Lic CoreLic						
CIS Suite DC Core 2Lic CoreLic						
CIS Suite Std Core 16Lic CoreLic						
<b>NHS Improvement – Azure</b>						
Azure Monetary Commitment						
<i>If Tenderers would like to propose an alternative agreement (as per clarification question 24), please use the space below to clearly identify the alternative proposal. The pricing in the row</i>						
<b>Proposed new agreement / product</b>	<b>Please identify the row # of the product lines that this would impact.</b>	<b>22/23 qty</b>	<b>Microsoft Pricing (Unit £ per annum)*</b>	<b>Supplier Margin (as per SBS Framework Rate)</b>	<b>Supplier Margin (discounted against Framework Rate)</b>	<b>Total price (£ per annum)</b>
Core Infrastrucutre Suite Std (Win Server						
Core Infrastrucutre Suite Datacentre(Win						
Azure VDI comes from Azure consumptid						

Requirement	Detail				
Managed Service (£) per annum					
Supplier Margin on Azure (%)					
Discount (%)					
		Trustmarque Pricing			
NHS England – CSP Licensing	22/23 qty	Microsoft Pricing (Unit £ per annum)	Supplier Margin (as per SBS Framework Rate)	Supplier Margin (discounted against Framework Rate)	Total price (£ per annum)
Azure AAD P1 Licenses					
Azure AAD P2 Licenses					
Exchange Online Licenses P1					
Azure DevOps Basic					
Azure DevOps Test Plans					
*Please note that this is subject to change and will be confirmed at contract award					
TOTAL Y2 CSP Price					
Supplier Fees					
Licensing					
Azure Anticipated Monetary Commitm					
TOTAL					

**(5.2) Invoicing and Payment**

Service/Product	Arrangement	Timescale	Date of billing
LSP licensing (ESA and SCE enrolments)	Licenses paid annually in advance. May/June 2022 and 2023 -	Annual billing	<p>88158104- NHSI ESA: last date for ordering with change in qtys should be based on final requirements and PO with Trustmarque by 30<sup>th</sup> April</p> <p>69426633 - NHSI Server SCE: last date for ordering with change in qtys should be based on final requirements and PO with Trustmarque by 30<sup>th</sup> April</p> <p>- 91370378 - NHSE ESA: last date for ordering with change in qtys should be based on final requirements and PO with Trustmarque by 30<sup>th</sup> May</p> <p>50780781 - NHSE Server SCE: last date for ordering with change in qtys should be based on final requirements and PO with Trustmarque by 30<sup>th</sup> May</p>
Azure (SCE)	Annual purchase order provided at contract start and on contract anniversary -	Monthly billing	<p>48615351 - NHSI – before the 20<sup>th</sup> of each month for consumption of the previous month</p> <p>- Note an upfront order is needed in Dec 2022 of at least [REDACTED] to renew the NHSI</p>



			<u>Azure billing enrolment (to be planned nearer the time)</u> <u>62615516 - NHSE before the 20<sup>th</sup> of each month for consumption of the previous month</u>
<b>Azure (CSP)</b>	Annual purchase order provided at contract start and on contract anniversary	Monthly billing	Approximately 7 <sup>th</sup> day of each month for the value of the previous month's usage.
<b>CSP licensing (annual)</b>	Licenses paid annually in advance. May/June 2022 and 2023	Annual billing	Invoiced at the point of order or on the expiry date of the previous year's expiring pricing (varied dates)
<b>CSP Licensing (monthly)</b>	Annual purchase order provided at contract start and on contract anniversary	Monthly billing	Approximately 7 <sup>th</sup> of each month for the value of the previous month usage.

For consumption-based billing (Azure and CSP), NHS England accept that in the absence of a purchase order with available funds remaining, Trustmarque will issue an invoice using the original reference ID unless otherwise instructed

NHS England secondary invoice reference number: X24RVYDYANATH

**The Customer shall pay the Supplier within thirty (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.**

Electronic Invoices containing the NHSE Purchase Order Number (once provided by Buyer) should be submitted via Tradeshift:  
<http://www.tradeshift.com/supplier/nhs-sbs/>

Electronic Invoices should be addressed to:



All invoices must include:

- Current Purchase Order
- Date
- Buyer contact name
- Addresses (Buyer & Supplier)
- Supplier name and contact details
- Remittance & payment bank account details
- Description of the charges
- Volume of the charges
- Unit cost of the charges

**6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES****( 6.1) Supplemental requirements**

For the purposes of this Order Form (as per the Trustmarque specific SLA document with the Framework provider SBS), the Parties agree that the following amendments to clause 13 of Appendix A, Schedule 2 of the Call-off Terms and Conditions shall apply:

13.2 Subject to Clauses 12.2, [REDACTED] 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 [REDACTED] of the total Contract Price paid or payable by the Authority to the Supplier for the Goods and Services.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**6.2 Supplemental requirements**

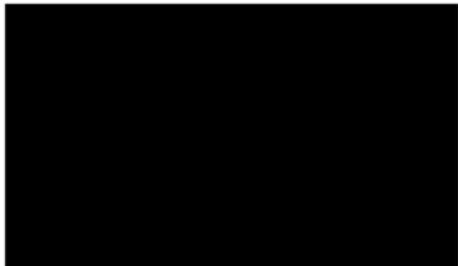

NHSE Supplier Code of Conduct



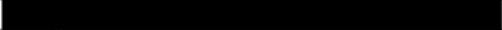


Signed\_Supplier\_C  
ode\_of\_Conductdoc

**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.

<b>For and on behalf of the Supplier:</b>	
	
Name and Title	
Date	28 <sup>th</sup> June 2022

<b>For and on behalf of the Customer:</b>	
	
Full Name:	
Job Title/Role:	
Name and Title	
Date Signed:	06/07/22