

Link: IT Solutions 2 (Digital Workplace Solutions) Order Form (Service Level Agreement)

Framework details

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**

| | | |
|---|----------------|--|
| Period of the Service Level Agreement (SLA) | Effective Date | SLA to be begin on the day hardware is delivered. |
| | Expiry Date | SLA expiry date to end 12 months from delivery date of hardware. |
| Completion Date (if applicable) | Date | N/A |




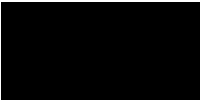
This SLA allows for the trust to extend until the following date:

| | |
|-----------------------|-----|
| Extension expiry date | N/A |
|-----------------------|-----|

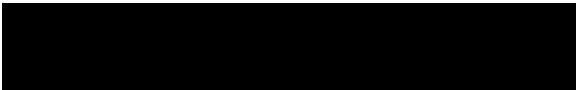
Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry 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 | Dell Technologies |
| Name of Supplier Authorised Signatory |  |
| Job Title of Supplier Authorised Signatory |  |
| Address of Supplier |  |
| Signature of Authorised Signatory |  |
| Date of Signature | 4th April 2024 |

Customer SLA Signature panel

| The "Customer" | |
|---------------------------------------|--|
| Name of Customer | UK Research and Innovation (UKRI) |
| Name of Customer Authorised Signatory |  |

| | |
|--|--|
| Job Title of Customer Authorised Signatory | Head of Procurement (DDaT) |
| Address of Customer | Polaris House, North Star Avenue, Swindon, SN2 1FL |
| Signature of Customer Authorised Signatory |  |
| Date of Signature | (dd/mm/yyyy) |

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 Dell Technologies and UK Research and Innovation (UKRI) for the provision of **Link: IT Solutions 2 (Digital Workplace Solutions)**). This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all goods and services associated with **Link: IT Solutions 2 (Digital Workplace Solutions)** 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 (Digital Workplace Solutions)** to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the **Link: IT Solutions 2 (Digital Workplace Solutions)** 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 | | |
| 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

b) Price/Rates

c) Total Value of Call-Off

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

The total value of this Call-Off Contract will not exceed [REDACTED] excluding VAT.

d) Business Hours

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

Mon to Fri, 9am to 6pm
Sat-Sun 9am to 6pm

e) Delivery Location

Science and Technology Facilities Council
Rutherford Appleton Laboratory,
Harwell Campus,
Didcot
OX11 0QX

f) Invoicing Methods

The payment method for this Call-Off Contract is BACS upon receipt of a valid invoice.

The Customer shall pay the Supplier within thirty (45) days of receipt of a valid invoice.

All invoices must include a valid PO number and reference number DDaT24181.

Invoices will be sent to [REDACTED]

g) Reporting

N/A

h) Interoperability

Please list any Participating Authority equipment or solutions that will require interoperability:

N/A

i) Response Timescales

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

Hardware to be delivered as soon as possible.

6. Supply Terms and Performance**j) Supplementary Conditions of Contract**

The terms of the **Link: IT Solutions 2 (Digital Workplace Solutions)** 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

k) 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

l) Implementation and Exit Plan

N/A

m) 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.

n) 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.

o) 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 30 consecutive days.

p) Insurance

The insurance policy for the framework required is detailed below.

As per the Framework Agreement.

q) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

N/A

r) Key Performance Measures**s) Audit Process**

Please detail any Customer audit requirements

N/A

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 |
|-----|