

**Cloud Solutions**  
**Order Form (Service Level Agreement)**
**Framework Reference: SBS/18/NH/WAR/9333**

Framework Start Date: this shall be the date this order form is executed by both parties.

Framework Max End Date: 6 months from the start date plus two (2) times three (3) month extension options.

NHS SBS Contacts:

**REDACTED**
**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/18/NH/WAR/9333 under Lot 3**

Period of the Service Level Agreement (SLA)	Effective Date	Upon signature
	Expiry Date	6 months
Completion Date (if applicable)	Date	N/A

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

Extension 1 expiry date	3 months from Expiry date
Extension 2 expiry date	3 months from Extension 1 expiry date

**Supplier SLA Signature panel**

The “Supplier”	
Name of Supplier	ANS Group Limited
Name of Supplier Authorised Signatory	REDACTED
Job Title of Supplier Authorised Signatory	REDACTED
Address of Supplier	Synergy House, Manchester Science Park, Manchester, M15 6SY
Signature of Authorised Signatory	REDACTED
Date of Signature	REDACTED

**Customer SLA Signature panel**

The “Customer”	
Name of Customer	Department of Health & Social Care on behalf of NHS X
Name of Customer Authorised Signatory	REDACTED
Job Title of Customer Authorised Signatory	REDACTED
Address of Customer	39 Victoria Street, London, SW1H 0EU
Signature of Customer Authorised Signatory	REDACTED
Date of Signature	REDACTED

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 ANS Group Limited and Department of Health & Social Care for the provision of **Cloud Solutions**. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Cloud Solutions covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of services) 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" or the "SLA".

### 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent **Cloud Solutions** to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the **Cloud 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 on behalf of NHSX
Name	REDACTED	REDACTED
Title	REDACTED	REDACTED
Email	REDACTED	REDACTED
Phone	REDACTED	REDACTED

### 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) Services Provided

Please detail the services that will be provided by the Supplier to the Customer

REDACTED

#### b) Price/Rates

REDACTED

#### c) Total Value of Call-Off

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

Initial Term 6 months:

- Managed Service charge at £90,000.00 plus VAT. (£15,000.00) to be paid monthly in arrears
- Variable consumption charges estimated at £250,000.00. consumption to be paid monthly in arrears

Extension 1 Term 3 months:

- Managed Service charge at £45,000.00 plus VAT.
- Variable consumption charges estimated at £125,000.00 plus VAT.

Extension 2 Term 3 months:

- Managed Service charge at £45,000.00plus VAT.
- Variable consumption charges estimated at £125,000.00 plus VAT.

To be paid monthly in arrears via Direct Debit

**d) Business Hours**

- Core hours: 9 – 17:30.
- 24/7 coverage for the period of the contract.

**e) Delivery Location / Geographical Requirements**

- Remote services UK Based

**f) Invoicing Methods**

Please detail the payment method and payment options here:

Invoices ([And to include a copy of the AWS Consumption invoice](#)) will be sent to:

**REDACTED**

**g) Reporting**

**REDACTED**

**h) Interoperability**

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

The Azure infrastructure and AWS infrastructure will require infrastructure interoperability and covered managed service contracts.

**i) Response Timescales**

Please list expected timescales for response/delivery of Services:

**REDACTED**

## 6. Supply Terms and Performance

### a) Supplementary Conditions of Contract

To be applied at the Participating Authority's discretion at Call Off. The terms of the NHS SBS **Cloud 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.

REDACTED

### 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.

NA

### c) Implementation and Exit Plan

Exit plan in form of the document will be created by Supplier and Customer on serving the notice of termination of the contract. The implementation of the Exit plan will require a separate contract if it entails data migration and infrastructure reconfiguration.

### 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 either, parties should refer to the Clause 22 Dispute Resolution of the Framework Call Off Terms & Conditions.

### e) Termination

The standard procedure is detailed below

- (a) The Customer shall have a right to terminate this contract without a cause on 30 days notice. where the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
- (b) where the Supplier breaches an SLA on P1 Incident (as defined in the SLA agreement, para 5a) twice per month for a consecutive period of three months;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause para c) above to clause (i) (inclusive).

**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 25 consecutive days. A Party may End this Call-Off Contract if the other Party is affected by a Force Majeure Event that lasts for more than 25 consecutive days. For the avoidance of doubt Covid-19 is not a force Majeure Event, however the Supplier may rely on Force Majeure in case it is prevented from delivering due to other parties' Force Majeure events caused by Covid-19. This applies to both parties. Neither of the parties may claim relief from the contract for Covid19 as the contract is being entered during the pandemic.

**g) Insurance**

The insurance policy for the contract required is detailed below

The insurance(s) required will be:

- 1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 2 The Supplier will ensure that:
  - during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
  - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit;
  - all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date;
  - all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date.
- 3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
  - a broker's verification of insurance;
  - receipts for the insurance premium;
  - evidence of payment of the latest premiums due.
- 5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
  - take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers;
  - promptly notify the insurers in writing of any relevant material fact under any Insurances;
  - hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance.
- 6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 8 The Supplier will be liable for the payment of any:

- premiums, which it will pay promptly;
- excess or deductibles and will not be entitled to recover this from the Buyer.

**h) Warranties**

Please detail any additions or exclusions to the Warranties set out in the Call Off Terms and Conditions here:

N/A

**i) Intellectual Property Rights**

Please detail here where different to IPR outlined within the Call Off Terms and Conditions:

- the Supplier hereby grants the Customer a non-exclusive, perpetual, irrevocable, worldwide, royalty-free licence to use the Supplier Background IPR for any purpose.
- There is no transfer of IPR.

**j) Indemnity**

Please detail any amendments or conditions to be applied to Indemnities outlined in the Call Off Terms and Conditions here:

N/A

ANS are not responsible for NHSX's data. This is NHSX's sole responsibility. The data will reside on third party's infrastructure and AWS explicitly exclude this liability too. The NHSX shall protect their data by taking appropriate data back ups and following their own info sec procedures.

ANS however will provide an advisory role around DR and backups as a part of our service.

**k) Limitation of Liability**

Parties should consider the most appropriate cover for potential loss and contract breach and detail any amendments to the total liability of each Party here, where different to those outlined within Clause 13 of the 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 the sum equal to the Charges paid or payable by the Authority to the Supplier for the Services for the Fixed duration of 6 months (excluding the AWS consumption fees).
  - Neither Party shall, in any circumstances be liable, whether in tort (including negligence or breach of statutory duty, however arising), contract, misrepresentation (whether innocent or negligent), or otherwise for:
    - Any loss of profits;
    - Depletion of goodwill or similar losses;
    - Loss of anticipated savings;
    - Loss or corruption of data or information;
    - Any pure economic loss;
    - Any special, indirect or consequential loss, costs, damages, charges, expenses.

This limitation applies even if the loss was foreseeable or in the contemplation of either party.

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**l) Buyers Responsibilities**

Please list the areas that the buyer is responsible for:

Including but not limited to:

- a. The Customer shall have an established end user support function that may be validated by the Supplier
- b. Where required, the Customer shall make available appropriately skilled Employed persons while an Incident is being managed
- c. The Customer is required to undertake an initial Impact Assessment before logging the Incident with the Supplier. Such Impact Assessment is to include:
  - a. Affected Services
  - b. Business Impact
  - c. Number & Type of users affected
  - d. Recent changes on Supported Assets (regardless of perceived impact)
  - e. The Customer shall check hardware onsite and ensure the hardware has power and cables are connected as expected
  - f. The Customer shall check LED status of equipment where required onsite
- d. The Customer shall provide full administrative access to the Supplier to all the services outlined in the Impact Assessment and any subsequently identified services or provide persons with adequate access to allow investigations to proceed
- e. The Customer is required to ensure that all Customer Supported Assets are appropriately licenced and have Supplier recommended hardware and vendor support in place.
- f. The Customer is responsible for all configuration backups outside of the Supported Assets without exception.
- g. The Customer is responsible for all data and configuration backups without exception. The Supplier does not backup any Customer data.
- h. The Customer is responsible for completing a Request for Change (RFC) in accordance with the Supplier's Change Management Process
- i. The Customer shall ensure that all relevant Customer employees have access to and have read the Supplier's Managed Services Handbook
- j. The Customer shall ensure an on-going availability of suitable Internet connection (if not provided by the Supplier)
- k. The Customer shall ensure 24x7x365 availability of a suitable Escalation Contact should the Supplier need to gain approval for an Emergency Change or to engage other aspects of the Customer's support functions
- l. The Customer shall provide suitable notice to any planned/scheduled maintenance that could affect the Customer Supported Assets including environmental changes. Failure to do so may result in Additional Service Charges.
- m. The Customer shall request permission from the Supplier in writing in the event that the Customer wishes to change the location of the Customer Assets and/or Supplier Assets from the address specified in the Contract. Any asset that has been moved without notification to ANS will be subject to additional service charges.
- n. If the Customer requires the Supplier to provide onsite hands and eyes support then this will be subject to Additional Service Charges.
- o. It should be noted that the Customer shall report Business Critical Incidents via telephone only. The Supplier cannot offer any Service Levels or Service Credits for Business-Critical Incidents raised via email.

**m) Key Performance Measures**

Any changes to requirements outlined in the Framework Agreement Specification (e.g. changes to information requested, changes to frequency of MI reporting, changes to metrics) should be detailed here

**REDACTED**

**n) Audit Process**

Please detail any Customer audit requirements

NA

**7. Other Requirements**

Please include any additional requirements that are not outlined above

**Data Protection Legislation (GDPR)**

Personal Data and Data Subjects: There will be no processing of personal data in this contract.

**a) Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

**b) Call-Off Agreement Specific Amendments**

Please list any other agreed requirements not already outlined above.