

Link: IT Solutions 2
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:
carolyn.lawton1@nhs.net
sakir.mahmud@nhs.net
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 /xx

Period of the Service Level Agreement (SLA)	Effective Date	13/05/2022
	Expiry Date	12/05/2024

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

Extension expiry date	12/05/2027 - plus 3 x 12 months each
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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	Softcat Plc
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Partner Alliance Account Manager
Address of Supplier	Bldg Five Universal Square, Devonshire St N, Manchester M12 6JH
Signature of Authorised Signatory	
Date of Signature	18/05/2022

Customer SLA Signature panel

The “Customer”	
Name of Customer	Health Education England South West
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	Director of Performance & Delivery (South West)
Address of Customer	Park House, 1200 Bristol Parkway North, Newbrick Rd, Bristol, BS34 8YU
Signature of Customer Authorised Signatory	
Date of Signature	13/05/22

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 *Softcat Plc* and Health education England South West 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	Partner Alliance Account Manager	Director of Performance and Delivery
Email		
Phone		

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** subject to annual review and available budget..

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

Quantum IT Europe Limited are providing to HEESW:

1. Implementation consultancy services as fully detailed in the embedded proposal.
2. An off-the-shelf, InPlace Network Software-as-a-Service (SaaS) clinical placement capacity and utilisation maximisation Solution for the HEESW.
3. A 3-Phase deployment of the Solution for the HEESW.
4. Year 2 InPlace Network renewal cost to be agreed between HEESW and Quantum IT.



030322 HEE South
West InPlace Netwo

b) Price/Rates

As per Proposal

c) Total Value of Call-Off

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

Summary of HEESW InPlace Network SaaS InPlace Implementation & ongoing Annual SaaS Subscription costs (Annual renewal):

Summary: InPlace Network SAAS Package	2022 (Yr 1 Lic)	2023 (Yr 2 Lic)

Total, net of vat	£158,686	£142,957
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d) Business Hours

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



e) Delivery Location

The InPlace Network Software-as-a-Service, a fully web-based Solution, provided to HEESW

f) Invoicing Methods

1. For the implementation of the HEESW InPlace Network SaaS the following payment milestone schedule applies:

Milestone payment schedule Year 1 (Implementation Services and Year 1 InPlace Network Enterprise SaaS Subscription):

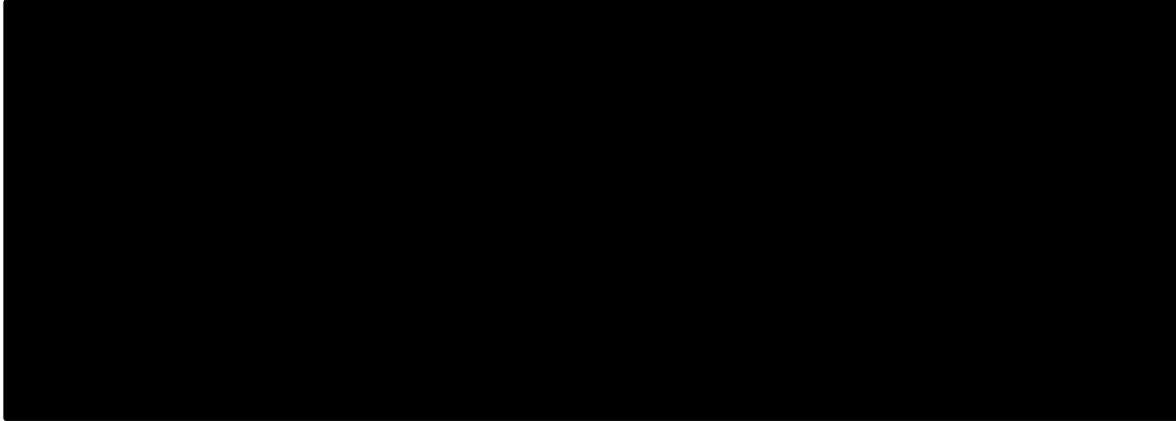
[illegible]

Terms: Payment due within 30 days of invoice date.

[REDACTED]

h) Interoperability

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

A large black rectangular redaction box covering the response area.

i) Response Timescales

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

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:

Quantum IT InPlace Networks and InPlace SaaS Master Software Licence Hosting Support Agreement:



QuantumIT InPlace
SaaS Master Softwa

The InPlace Network SaaS is delivered with the SLAs embedded here:



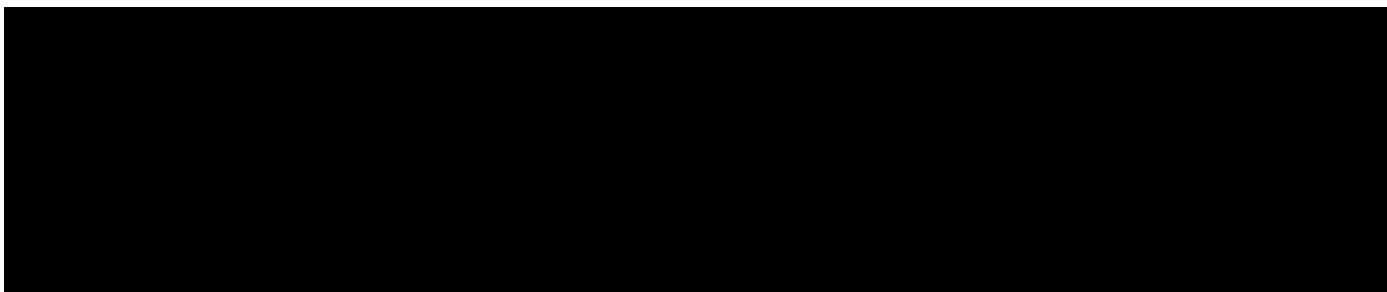
InPlace Network
SaaS SLA 2021.pdf

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.

Softcat will subcontract 100% of the deliverables through To Quantum IT.

c) Implementation and Exit Plan



d) 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.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue.

On termination, the Customer will be refunded any advance payments made for remaining unused InPlace Network SaaS subscription period and unused consultancy services at the service exit date.

e) 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 one hundred and eighty consecutive days.

f) Insurance

The insurance policy for the contract required is detailed below

As per Framework Schedule 2, Clause 13.5.1.

- Employer's liability insurance is set at £1M (£1,000,000).
- Professional indemnity insurance is set at £1M.
- Public Liability insurance is set at £1M.
- Product liability insurance is set at £1M.

g) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

[Redacted area for Buyer Responsibilities]

i) Key Performance Measures

The InPlace Network SaaS Solution is delivered based on the SLAs detailed in the Quantum IT InPlace Network SLA embedded here:



InPlace Network
SaaS SLA 2021.pdf

Reporting of performance is detailed above.

j) Audit Process

Please detail any Customer audit requirements

As per Framework.

7. Other Requirements

Please include any additional requirements that are not outlined above

High-level requirements of the implementation

As per the Proposal:



HEESW Capacity
Solution Specificati

a) Variation to Standard Specification

Please list any agreed variations to the specification of requirements

None

b) Other Specific Requirements

Please list any agreed or other agreed requirements

Appendix A - DATA PROTECTION PROTOCOL

Table A – Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	<p>Student Data</p> <ul style="list-style-type: none">- Given Name- Surname- University Email address- Mobile Phone Number- Home Phone Number- Date of birth- Image- Home Address- Other Custom Fields are configured by agreement with the customer <p>Placement Provider Personnel</p> <ul style="list-style-type: none">- Given Name- Surname- Employer email address- Mobile Phone Number
Duration of the Processing	Processing will be for the duration of the commercial agreement

<p>Nature and purposes of the Processing</p>	<p>HEIs will enter students allocated to a placement on the system.</p> <p>Placement Providers will upload placements.</p> <p>Any un-utilised placements have the potential to be filled by HEIs outside of their initial allocation.</p> <p>HEE may wish to draw off reports, as may Placement Providers.</p>
<p>Type of Personal Data</p>	<p>Personnel (NHS employees) - Personnel Code, Given Name, Surname, Email address, Role.</p> <p>Trainees/Students (Students from Universities training to achieve professional registration) - Given Name, Surname, Email address, Phone Mobile, Phone Home.</p> <p>No Patient data is being processed in InPlace Network or by QuantumIT, in any shape or form.</p>
<p>Categories of Data Subject</p>	<p>University staff, Placement provider staff and HEE staff</p>
<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data</p> <p>data</p>	<p>The Student Data is HEI data rather than belonging to HEE. No plan to destruct data – also see IG form for security policies. Retention of records will be managed as per Quantum IT policies and local HEI and placement provider retention policies.</p> <p>Placement Provider and Placement Provider Personnel data remains with the Placement Provider as the Data Controller for that data.</p>

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer” and “Data Subject”	shall have the same meanings as set out in the GDPR;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Personal Data Breach”	shall have the same meaning as set out in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of

	such measures adopted by it;
“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;
“Sub-processor”	means any third party appointed to Process Personal Data on behalf of the Supplier related to this Contract.

1 DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only Processing that the Supplier is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:
 - 1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Supplier is required to do otherwise by **Law**. **If it is so required the Supplier** shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;
 - 1.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;

1.4.3 ensure that :

- (i) the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular Table A of this Protocol);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Protocol;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

1.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

- (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Authority;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;

- 1.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination or expiry of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 1.5 Subject to Clause 1.6 of this Protocol, the Supplier shall notify the Authority immediately if it:
 - 1.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 1.5.2 receives a request to rectify, block or erase any Personal Data;
 - 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - 1.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 1.5.6 becomes aware of a Data Loss Event.
- 1.6 The Supplier's obligation to notify under Clause 1.5 of this Protocol shall include the provision of further information to the Authority in phases, as details become available.
- 1.7 Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
 - 1.7.1 the Authority with full details and copies of the complaint, communication or request;
 - 1.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.7.4 assistance as requested by the Authority following any Data Loss Event;
 - 1.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 1.8.1 the Authority determines that the Processing is not occasional;
 - 1.8.2 the Authority determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 1.8.3 the Authority determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Processing activity by the Authority or the Authority's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
- 1.11.1 notify the Authority in writing of the intended Sub-processor and Processing;
 - 1.11.2 obtain the written consent of the Authority;
 - 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and
 - 1.11.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 1.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Authority may, at any time on not less than 30 Business Days' notice, revise this Protocol by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Supplier amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 1.15 The Supplier shall comply with any further instructions with respect to Processing issued by the Authority by written notice. Any such further written instructions shall be deemed to be incorporated into Table A above from the date at which such notice is treated as having been received by the Supplier in accordance with Clause 27.2 of Schedule 2 of the Contract.
- 1.16 Subject to Clauses 1.13, 1.14, and 1.15 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.