

## Cloud Solutions Order Form (Service Level Agreement)

**Framework Reference:** SBS/18/NH/WAR/9333

Framework Start Date: 2<sup>nd</sup> September 2019

Framework Max End Date: 1<sup>st</sup> September 2023

NHS SBS Contacts:  
[nsbs.digital@nhs.net](mailto: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/18/NH/WAR/9333/03 under Lot 3**

Period of the Service Level Agreement (SLA)	Effective Date	01/04/2021
	Expiry Date	31/03/2022
Completion Date (if applicable)	Date	TBD

This SLA allows for the contracting authority to extend until the following date:

Extension expiry date	N/A
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*Note: Maximum recommended call-off duration 7 years*

Unless otherwise agreed in writing by both parties, this SLA will remain in force until the expiry date agreed above. An extension/renewal of this SLA is subject to written agreement of the parties.

### Supplier SLA Signature panel

The “Supplier”	
Name of Supplier	ANS Group Limited
Name of Supplier Authorised Signatory	<div></div>
Job Title of Supplier Authorised Signatory	Account Manager
Address of Supplier	Synergy House, Manchester Science Park, M15 6SY
Signature of Supplier Authorised Signatory:	

### Customer SLA Signature panel

The “Customer”	
Name of Customer	National Health Service Commissioning Board
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	Director of Financial Controls
Address of Customer	Quarry House, Quarry Hill, Leeds, LS2 7UE
Signature of Customer Authorised Signatory:	

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 *National Health Service Commissioning Board* 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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
Name	[REDACTED]	[REDACTED]
Title	Account Manager	Deputy Director Infrastructure
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

Azure Consumption for the Arden and Gem tenancy. This is used by NHSE/I, NHSX, Arden and Gem, and DHSC Test and Trace. ANS Acting as NHSEI's CSP calculate usage based on the pricing schedule across all resources in Azure and then invoice the appropriate amount each month.

### b) Price/Rates

Microsoft Azure is subject to Microsoft published pricing schedule - See pricing schedule here:

<https://azure.microsoft.com/en-gb/pricing/>

NHSE/I will be charged by ANS based on consumption and rates set by Microsoft. ANS have confirmed that a monthly basis as NHSEI's CSP we will provide a 4% discount on NHSE/I's monthly Azure bill and will deduct this variable amount each month based on monthly usage.

### c) Total Value of Call-Off

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

An initial amount of £4,773,452.11\* which is based on estimated usage and approved business case spend.

The ceiling value on this contract is £6,000,000 (ex VAT), any additional spend to be covered by a business case.

### d) Business Hours

- Supplier normal business hours – 9:00-17:30
- 24/7 assistance for expert access

### e) Delivery Location / Geographical Requirements

N/A remote service

### f) Invoicing Methods

Please detail the payment method and payment options here:

Payment will be made via BACS and invoiced in arrears based on consumption.

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:

NHS England  
Phoenix House  
Topcliffe Lane  
Wakefield

WF3 1WE

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

**g) Reporting**

As per service detailed here: [FORM-ANS-SDD-Managed-Public-Cloud.pdf](#)

**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 Services:

As per service detailed here: [FORM-ANS-SDD-Managed-Public-Cloud.pdf](#)

**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.

N/A

**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.

N/A

**c) Implementation and Exit Plan**

Exit plan to be agreed between Contracting Authority and Supplier

**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

Persistent failure by the Supplier 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 90 consecutive days.

**g) Insurance**

The insurance policy for the contract required is detailed below

- Employers liability is set at £5,000,000
- Professional indemnity insurance is set at £1,000,000

**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:

N/A

**j) Indemnity**

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

N/A

**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 £1,000,000.

**l) Buyers Responsibilities**

Please list the areas that the buyer is responsible for:

As per service detailed here: [FORM-ANS-SDD-Managed-Public-Cloud.pdf](#)

**m) Key Performance Measures**

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

As per service detailed here: [FORM-ANS-SDD-Managed-Public-Cloud.pdf](#)

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

Please list any other agreed requirements not already outlined above.

N/A