

Cloud Solutions Order Form (Service Level Agreement)

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

Framework Start Date: 2nd September 2019

Framework Max End Date: 1st September 2023

NHS SBS Contacts:

Caroline Wright caroline_wright@nhs.net

Carolyn Lawton carolyn.lawton1@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/under Lot 4**

Period of the Service Level Agreement (SLA)	Effective Date	30/11/23
	Expiry Date	29/11/2024
Completion Date (if applicable)	Date	N/A

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

Extension expiry date	1 X 12 months
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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	Softcat plc
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Account Manager
Address of Supplier	SL7 1LW , Field house Ln , Marlow
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

The “Customer”	
Name of Customer	NHS Business Services Authority
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	
Address of Customer	Stella House, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne. NE15 8NY
Signature of Customer Authorised Signatory	
Date of Signature	

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 *NHS Business Services Authority* 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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		
Title	Account Manager	Senior Commercial Manager
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) Services Provided

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

Renewal based on :

Data Intelligence Service: Subscription 5700 users
Snow Spend Optimizer - SAM: Subscription 5700 users
Snow Spend Optimizer - SaaS: Subscription 5700 users

b) Price/Rates

<h1>Quotation</h1>		 Softcat plc (Head Office), Fieldhouse Lane, Marlow, Bucks, SL7 1LW T: 01628 403 403 F: 01628 403 456
Delivery Address	Invoice Address	Quote Information
Claire Gallant NHS Business Services Authority Cheylesmore House North 5 Quinton Road COVENTRY CV1 2WT	NHS Business Services Authority Accounts Payable 152 Pilgrim Street Newcastle Upon Tyne NE1 6SN Company Registration VAT Registration GB	Prepared For: Claire Gallant Quote Number: OVREEA02IP4P V3 Quote Date: 08/08/2023 Account Number: NH5099 Account Manager: Gus Bowles Email: GusBo@softcat.com Direct Dial: 01628 950 540 Company Registration 02174990 VAT Registration GB 491 8485 03
Quote Subject: SNOW Consulting & Software		

c) Total Value of Call-Off

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

£82,061.21

d) Business Hours

Monday – Friday --- 9am – 5pm

e) Delivery Location / Geographical Requirements

- Products / services will be delivered at the following location.
NHS Business Services Authority, Stella House, Goldcrest Way, Newburn Riverside. Newcastle upon Tyne. NE15 8NY

f) Invoicing Methods

Please detail the payment method and payment options here:

All invoices should include the supplier specific reference (as stated on front page of this document)
The payment method for this Contract is BACS. The payment profile for this Contract is annually. All prices exclude VAT, which will be charged at the prevailing rate where applicable. The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Invoices will be sent:

- Via email (preferred) to: nhsbsa.accountspayable@nhs.net
- Or by post to: Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle-Upon-Tyne, Tyne & Wear, NE15 8NY

All invoices must include the Purchase Order Reference, as provided by the Buyer in the initial order

g) Reporting

N/A



h) Interoperability

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

i) Response Timescales

Please list expected timescales for response/delivery of Services:

The below explains the timescales expected to carry out the consultancy.

 			Month 5				Month 6			
Post Renewal Services Plan (v2)			Weeks				Weeks			
Phase 1 - Technical Resolution										
ACTIVITIES	EST HRS)	RESOURCES								
Resolve Snow Inventory service and clean database.	4	Server Access, Database Access (DBA)								
Merge and cleanse Snow system accounts.	2	Server Access								
Remove redundant SQL accounts.	2	Database Access (DBA)								
Configure application concurrent metering cleanup.	3	Server Access								
Remove redundant integration connectors.	3	Server Access								
Align SmaCC to best practice (and resolve Dell Command Recognition)	6	Server Access, Application Owner								
Reconfigure portal on port 443.	2	Server Access								
Deploy agents to all missing devices (circa 350).	N/A	Deployment Team								
Technical healthcheck to re-baseline platform/configuration.	12	Server Access								
Enable and test web metering for additional reporting.	6	Server Access								
Configure and test Snow Adobe CC integration connector.	8	Server Access, Application Owner								
Verify Microsoft Office365 integration connector.	4	Server Access, Application Owner								
Snow Project Management	8	N/A								
Technical healthcheck 6 months post renewal	12	Server Access								
TOTAL = 9 Days (72 hours)										

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.

c) Implementation and Exit Plan

Already a customer (on prem subscription) – Exit plan related to the end of the renewal date (29/11/2024) should BSA choose to renew again this year (30/11/2023)

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.

Standard Escalation process by Softcat plc

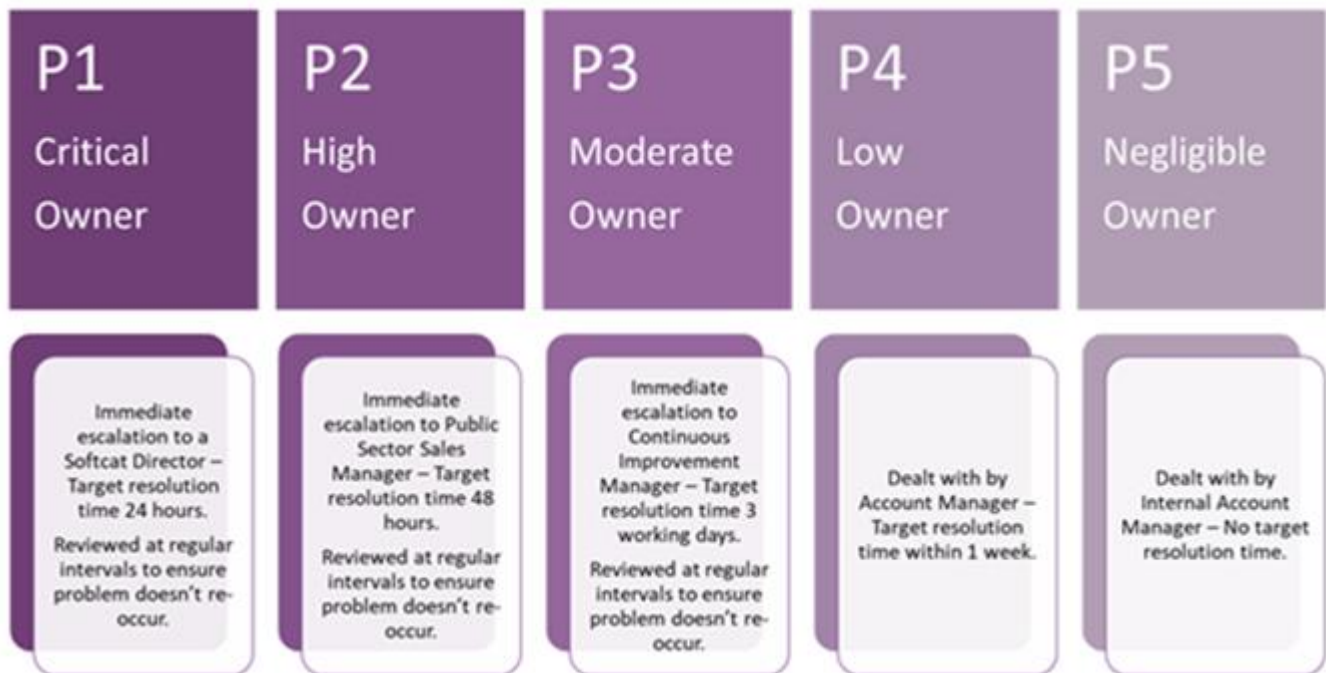
Negligible Owner – Gus Bowles / Account Manager / Gusbo@softcat.com / 01628 450 540

Low Owner - Gus Bowles / Account Manager / Gusbo@softcat.com / 01628 450 540

Moderate Owner – Sabine Starr / Continuous Improvement Manager / Sabinest@softcat.com / 01612 725 763

High Owner – Adam Rice / Public Sector Sales Manager / AdamRi@softcat.com / 01612 723 138

Critical Owner – Adam Rice / Public Sector Sales Manager / AdamRi@softcat.com / 01612 723 138



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 consecutive days.

g) Insurance

The insurance policy for the contract required is detailed below

The insurance(s) required will be:

- a minimum insurance period of 12 months following the expiration or Ending of this Call-Off Contract
- professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)
- employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law

h) Warranties

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

Not Applicable

i) Intellectual Property Rights

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

j) Indemnity

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

Not Applicable

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:

Where the total Contract Price paid or payable by the Authority to the Supplier over the Term is less than or equal to one million pounds (£1,000,000), 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 greater of £1,000,000 or 125% of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

l) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

As described in Appendix 1-21 of the Contract.
The Buyer is responsible for granting access to the relevant location and the appropriate NHS Business Services Authority colleagues

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

Aligned to the services Snow will providing and already agreed with the BSA (9 days of consulting)

n) Audit Process

Please detail any Customer audit requirements

Ensure the solution must provide a transparent audit trail of all user activities including create, update, delete, view which can be reported on and interrogated by the Authority. All the Services shall have the ability to capture events at user, supplier and system level and integrate with external security systems. Ensure the solution must provide a transparent audit trail of

all user activities including create, update, delete, view which can be reported on and interrogated by the Authority. All the Services shall have the ability to capture events at user, supplier and system level and integrate with external security systems

The Potential Provider / product shall ensure the ITSM Tool(Capability) is capable of full auditing and reporting aligned to the Authority's Data retention and disposal standards.

This information should be readily available to admin users via audit reports.

7. Other Requirements

Please include any additional requirements that are not outlined above

a) Variation to Standard Specification

Please list any agreed variations to the specification of requirements

To be decided in the event of any variation requirements.

b) Call-Off Agreement Specific Amendments

Please list any other agreed requirements not already outlined above.