

**Link: IT Solutions 2 (Digital Workplace Solutions)  
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:  
[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: **(SBS23-258) NECS VMware Host Licensing Renewal Doc1868850647**

Period of the Service Level Agreement (SLA)	Effective Date	03/04/2024
	Expiry Date	02/04/2025
Completion Date (if applicable)	Date	Not Applicable




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

Extension expiry date	Not Applicable
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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	TET Limited
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Account Director
Address of Supplier	Unit D9, Whitby Avenue, Friarsgate Business Park, Park Royal, London, NW10 7SE
Signature of Authorised Signatory	
Date of Signature	 19-03-2024 (dd/mm/yyyy)

**Customer SLA Signature panel**

The "Customer"	
Name of Customer	North of England CSU
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	Managing Director
Address of Customer	John Snow House, Durham University Science Park, Durham, DH1 3YG
Signature of Customer Authorised Signatory	
Date of Signature	19/03/2024

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 **TET Ltd** and **NHS North of England Commissioning Support Unit (Hosted by NHS England)** for the provision of **VMware Host Licensing**. 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	Account Director	Information Technology Operations 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) Goods and/or Services Provided

Please detail the goods and/or services that will be provided by the Supplier to the Customer

#### VMware Host Licensing Renewal:

**Account:** NHS North Of England Commissioning Support Unit

**EA Number:** 640009303

**Contract:** 431445592

**Product:** VMware vSphere Foundation

**Total Core Count:** 1700

### b) Price/Rates



TET Limited  
Unit 6, Brent Trade Park,  
390 North Circular Road  
Wendley, London  
W910 0SF  
UK

Telephone: 020-7553-9950  
Facsimile: 020-7553-3887  
Web: www.tet.co.uk  
E-Mail: sales@tet.co.uk

# QUOTE

#### TET Limited T/A Trans European Technology (Ryan Gourlay)

**To:** Suzanne Hurworth  
NHS North of England CSU  
0AR PAYABLES M265  
PHOENIX HOUSE, TOPCLIFFE LANE  
WAKEFIELD  
WF3 1WE

**Quote Number:** 333383

**Quote Date:** 29/02/2024

**Your Reference No:** VMware Renewal

**Phone No:** 0191 301 1300

**Fax No:**

Quantity	Description	Unit Price	Total Price
	VMware vSphere Foundation - 1-Year Prepaid Commit - Per Core		
	SBS /19/AB/WAB/9411 FRAMEWORK		



**Total for Products and Services (GBP£):**

**£203,371.00**

Prices exclude VAT and are valid for 7 days  
from the date above

E & OE

### c) Total Value of Call-Off

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

£203,371.00 (exclusive of VAT)

### d) Business Hours

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

Supplier standard office hours & contact details

### e) Delivery Location

Appleton House, Lanchester Road, Durham, DH1 5XZ

**Expected delivery before 31/03/2024. The supplier shall use reasonable endeavours to meet the expected delivery date.**

### f) Invoicing Methods

Invoices sent to: 0AR Payables – M265, P O Box 312, Leeds, LS11 1HP.

Supplier must invoice to match the PO format and value.  
All invoices should include the supplier specific reference.

#### g) Reporting

Not Applicable

#### h) Interoperability

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

Not Applicable

#### i) Response Timescales

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

Offering	Severity 1 (Critical)	Severity 2 (Major)	Severity 3 (Minor)	Severity 4 (Cosmetic)
Production	Within 30 minutes	4 business hours	8 business hours	12 business hours
Support	24 hours/day	10 hours/day	10 hours/day	10 hours/day
	7 days/week	5 days/week	5 days/week	5 days/week

### 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:

There are currently no supplementary conditions to consider.

#### 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.

Not Applicable

#### c) Implementation and Exit Plan

Not Applicable

#### 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 the Customer, 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 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.

**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 insurance with a minimum limit of £1,000,000 or any higher minimum limit required by Law. Professional indemnity insurance will have a minimum limit of indemnity of £1,000,000 (and as required by Law). Any other liabilities or insurance requirements.

**h) Buyers Responsibilities**

Please list the areas that the buyer is responsible for:

Not Applicable

**i) Key Performance Measures**

NECS Staff will regularly review KPIs based on response and resolution times outlined in the terms of the support contract, performance concerns will be raised directly via the dedicated TET service manager.

**j) Audit Process**

Please detail any Customer audit requirements

Customer does not wish to conduct an onsite audit

**7. Other Requirements**

Please include any additional requirements that are not outlined above

Not Applicable

**a) Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

Not Applicable

**b) Other Specific Requirements**

Please list any agreed other agreed requirements

Not Applicable