





Supplier SLA Signature panel

The “Supplier”	
Name of Supplier	KHIPU Networks Ltd
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Compliance Officer
Address of Supplier	3 Waterfront Business Park Fleet, Hampshire GU51 3TW
Signature of Authorised Signatory	
Date of Signature	(dd/mm/yyyy) 09/04/2024

Customer SLA Signature panel

The “Customer”	
Name of Customer	UK Research and Innovation (UKRI)
Name of Customer Authorised Signatory	 – for and on behalf of UKRI
Job Title of Customer Authorised Signatory	Senior Category Manager - DDaT
Address of Customer	UKSBS Polaris House North Star Avenue Swindon, SN2 1FL
Signature of Customer Authorised Signatory	
Date of Signature	(dd/mm/yyyy)

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 KHIPU Networks Ltd and UK Research and Innovation (UKRI) 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 This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.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		
Email		
Phone		

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

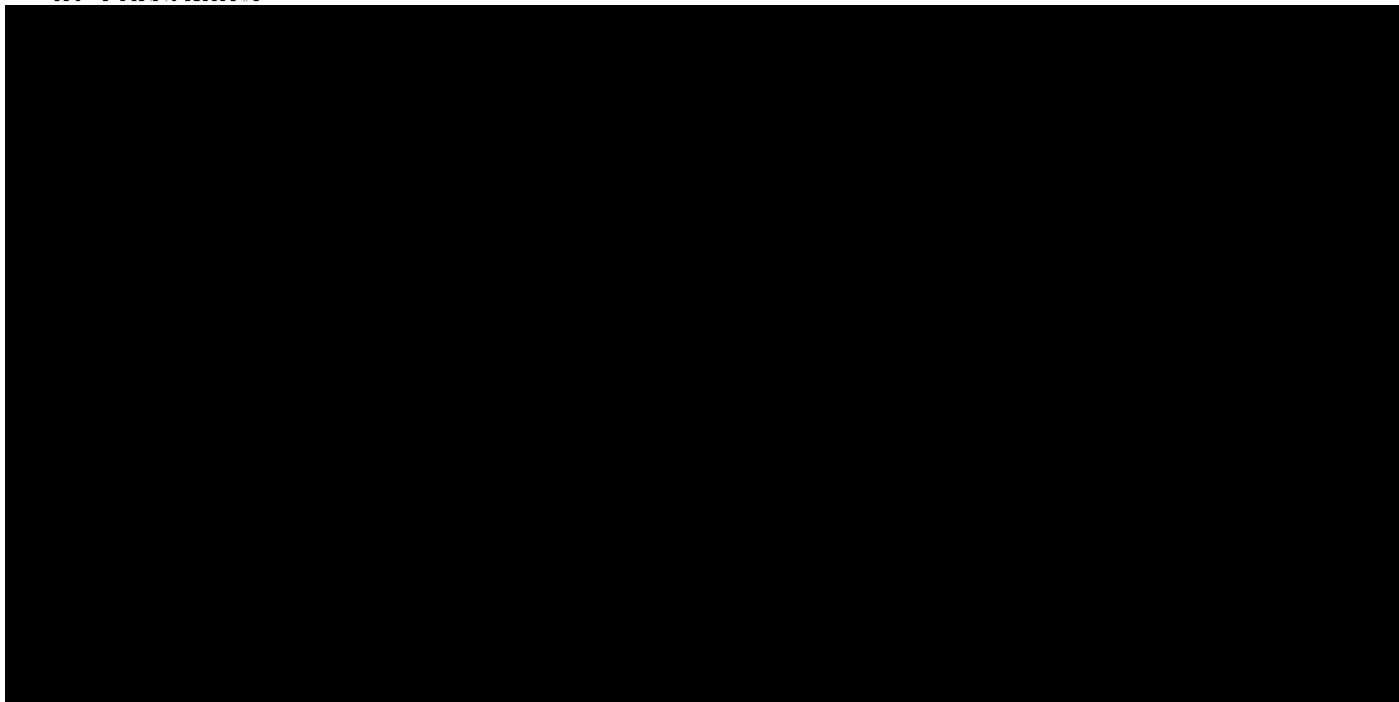
5. Service Requirements

a) Goods and/or Services Provided

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

Support and maintenance renewal for four Greenbone vulnerability scanners as quoted below:

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h) Price/Rates**c) Total Value of Call-Off**

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

The total value of this Call-Off Contract will not exceed £[REDACTED] excluding VAT.

d) Business Hours

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

Maintain Standard,
08:00 - 18:00, Monday to Friday (Excluding Bank/Public Holidays), Telephone, Email and Remote Access Support,
Online Support Portal, Next Business Day Hardware Ship (for applicable hardware only), Quarterly Service
Reviews, Software Releases (Major and Minor) and Updates

[REDACTED]

e) Delivery Location

The products / services will be delivered at the following location.

STFC- Science & Technology Facilities Council
Keckwick Ln
Daresbury
Warrington WA4 4AD

f) Invoicing Methods

The payment method for this Call-Off Contract is BACS upon receipt of a valid invoice.

The supplier shall issue invoices annually in advance. The Customer shall pay the Supplier within thirty (30) days of receipt of a valid invoice.

All invoices must include a valid PO number and reference number DDaT24176.

Invoices will be sent to [REDACTED]

g) Reporting

N/A

h) Interoperability

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

N/A

i) Response Timescales

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

Maintain Standard,
08:00 - 18:00, Monday to Friday (Excluding Bank/Public Holidays), Telephone,
Email and Remote Access Support, Online Support Portal, Next Business Day
Hardware Ship (for applicable hardware only), Quarterly Service Reviews,
Software Releases (Major and Minor) and Updates

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:

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

N/A

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 30 consecutive days.

g) Insurance

The insurance policy for the contract required is detailed below

As per the Framework Agreement.

h) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

N/A

i) Key Performance Measures

KPIs in line with KHIPU's Service Level Agreement

j) 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) Other Specific Requirements

Please list any agreed other agreed requirements

N/A