

STATEMENT OF WORKS

This **Statement of Works** is as between the following parties;

1. Client name ("Client")

Client name	UK Health Security Agency
Registered office is at	2 Redman Place, Stratford, London, E20 1JQ

2. Sub-Contractor Name ("Sub-Contractor")

Sub-Contractor name	Thermo Electron Limited
Registered office is at	3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT

3. Insight ("Insight")

Insight	Insight Direct (UK) Ltd
Registered office is at	The Technology Building, Insight Campus, Terry Street, Sheffield, S92BU

This Statement of Works is governed by the terms of the Call Off Contract to the Framework Agreement specified below as between the Client and Insight and the terms of the Partner Agreement as between Insight and the Sub-Contractor. In the event of a conflict between the terms of this Statement of Works and the attachments, the terms of this Statement of Works prevail.

Framework Agreement – Call Off Contract	NHS SBS – Digital Workplace Solutions
Contract Commencement Date	06/05/2023
Go Live Date – Software/Support (May be subject to CCN if unknown at Commencement Date)	06/05/2023
Client Purchase Order (when available)	
Contract Term	30/09/2024
Site(s)	UK Health Security Agency, Skipton House, 80 London Road, SE1 6LH London, United Kingdom
Insight Legal Workflow Ref:	██████
Insight Contract Manager:	██████████

1. Deliverables

	Yes	No
Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Third Party Software	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintenance and/or Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Consultancy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (please specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. Scope of Services

Please provide description of services

Description
Hosted DHSC Megalab 24x7 – SLA: 24/7 Critical Support

- *End user license agreement and service level agreement to be forwarded by the subcontracts to the customer following installation*

3. Assumptions

List standard assumptions, as applicable;

- Contract commencement date and Go Live date for software licenses and service support are expected to be the same unless specified differently in this Statement of Works. Please note that the Term for the software licenses and service support will be from the Go Live Date specified.
- Unless specified this Statement of Works does not include any electrical, network or external communications infrastructure cabling specification or installation.
- All such cabling and associated sockets should be in their correct location and tested by the Client prior to the equipment installation date.
- An adequate area must be set aside for the engineer to complete his work, and all agreed equipment locations will be final and adequate power sockets must be available.
- No additional work will be undertaken if not included on this Statement of Works.
- Under no circumstances will the equipment be released or the Client given access to the equipment, until Insight has finished the installation.
- Any existing equipment belonging to the Client being utilised or connected must be fully operational and virus free, and fully accessible to the engineer during the installation.
- Delays on site caused by faulty equipment, not supplied by Insight, services not being ready, or access restrictions may incur additional charges.
- Client must have all relevant licences and suitable environment to accommodate the services.

- The Client is responsible for backing up all data, and neither Insight or any Sub-Contractor will have any liability for the loss of data resulting the Client's failure to back up data.
- The Client hereby consents to Insight's use of sub-processors. A maintained list of sub-processors can be found using the following link: https://sim.insight.com/en_US/help/terms-and-policies/sub-processors.html. Insight reserves the right to add or replace sub-processors. The Client can opt in at the above link to receive email notifications of upcoming changes to sub-processors.

Are there any additional assumptions? ☐ Yes ☒ No

None

4. Acceptance Test Criteria

None

5. Renewal Options

Subject to receiving a Purchase Order from the Client for renewal of the services, it is agreed the services will be provided on the same terms and conditions as set out in this statement of work and for the term set out in the Purchase Order. To the extent such services include software, the software vendor's End User Licence Agreement shall apply thereto. Renewal prices shall be as quoted by Insight.

6. Payment Terms

Payment shall be made in accordance with the relevant payment schedule.

7. Attachments

All attachments are attached/embedded in **Appendix A** below.

Signatures

This Statement of Works may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Insight Legal Workflow Ref:	
Insight Contract Manager:	



1. Client

For and on Behalf of	UK Health Security Agency
Authorised signature and date:	
Signature	
Name	
Date	

2. Insight

For and on Behalf of	Insight Direct (UK) Ltd
Authorised signature and date:	
Signature	
Name	
Date	

Appendix A – Attachments

<p>Quote</p> <p></p> <p>Quotation #0210413540 - UK He</p>	<p>Maintenance and Support Terms</p> <p></p> <p>Maintenance and Support Terms.pdf</p>
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Appendix B – Payment Terms

PAYMENT SCHEDULE A

Insight Legal Workflow Ref:	
Insight Contract Manager:	

This Payment Schedule is attached to the Statement of Works as between;

1. Customer name ("Customer")

Customer name	UK Health Security Agency
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2. Insight ("Insight")

Insight	Insight Direct (UK) Ltd
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Applicable Terms

Unless expressly varied, payment terms are 30 days net. All prices exclude VAT.

Payment terms include the following:

Quote or Proposal Pricing	<input checked="" type="checkbox"/>
Payment Milestones	<input checked="" type="checkbox"/>
Invoicing Procedure	<input type="checkbox"/>
Other - please provide description below	

Payment Schedule A – Customer Quote

Description	Total Val
Hosted DHSC Megalab 24x7 – SLA: 24/7 Critical Support	
	£117,929.35

Pricing Notes

1. Pricing excludes UK VAT.
2. Payment in full on receipt of invoice