

## 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: **SBS/19/AB/WAB/9411 SBS23-279 VM Ware Horizon Renewal**

|   |                |                |
|---|----------------|----------------|
| 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 |
|-----------------------|----------------|

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.

Please treat this information as private and confidential. Please treat this information as private and confidential

### Supplier SLA Signature panel

| The "Supplier"                             |  |
|--|--|
| Name of Supplier                           | Phoenix Software Limited   |
| Name of Supplier Authorised Signatory      | [REDACTED]   |
| Job Title of Supplier Authorised Signatory | Divisional Sales Manager - Healthcare                                    |
| Address of Supplier                        | Phoenix Software, Blenheim House, York Road, Pocklington, York, YO42 1NS |
| Signature of Authorised Signatory          | [REDACTED]   |
| Date of Signature                          | 0 /04/2024   |

### Customer SLA Signature panel

| The "Customer"                             |  |
|--|--|
| Name of Customer                           | North of England CSU   |
| Name of Customer Authorised Signatory      | [REDACTED]   |
| Job Title of Customer Authorised Signatory | Business Information Services Director                           |
| Address of Customer                        | John Snow House, Durham University Science Park, Durham, DH1 3YG |
| Signature of Customer Authorised Signatory | [REDACTED]   |
| Date of Signature                          | 08/04/2024   |

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 Phoenix Software Limited and NHS North of England Commissioning Support Unit (Hosted by NHS England) for the provision of VMware Horizon Licences. 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  | [REDACTED]      | [REDACTED]                                |
| Title | Account Manager | Information Technology Operations Manager |
| Email | [REDACTED]      | [REDACTED]                                |
| Phone | 01904 562260    | 01642 745005                              |

## 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 Licenses with a 1-year renewal term as per the below VMware part number;

| Part Number               | Description  | QTY |
|---------------------------|--|-----|
| HZ8-ENC-10B1-1Y-TLSS-UG-C | Subscription Upgrade: VMware Horizon Enterprise- (Perpetual) to Horizon 8 Enterprise Term Edition-10 Concurrent User Pack<br>1 Year term license | ■   |

### b) Price/Rates

| QUOTATION FOR   |                           |  | QUOTATION  |                          |             |
|---|---------------------------|--|--|--------------------------|-------------|
| <p>IT Procurement<br/>North of England Commissioning Support<br/>Riverside House<br/>Goldcrest Way<br/>Newcastle upon Tyne<br/>NE15 8NY<br/>UK</p>  |                           |  | <p><b>PHOENIX</b></p> <p>Phoenix Software Ltd<br/>Blenheim House<br/>York Road<br/>Pocklington<br/>York<br/>YO42 1NS</p> <p>t: 01904 562200<br/>f: 01904 562266<br/>e: info@phoenixs.co.uk<br/>w: www.phoenixs.co.uk</p> |                          |             |
| <p>Account Manager :<br/>Telephone :<br/>Email :</p>  |                           |  | <p>QUOTE REF: 01387850<br/>DATE : 25/03/2024<br/>VALID UNTIL : 31/03/2024</p> <p>CUSTOMER EMAIL :</p>  |                          |             |
| <p><b>Additional Information</b><br/>All prices are exclusive of VAT and are subject to change without notice.<br/>Goods ordered in error may be returnable subject to availability of a refund from the Manufacturer - in such instances Phoenix reserve the right to deduct a handling fee if this is applied by the Manufacturer.<br/>For any Training requirements related to this Software, please contact your Phoenix account manager who will be able to advise you on suitable training courses around the country and offer competitive quotes.</p> |                           |  |  |                          |             |
| PHOENIX PART NO   | VENDOR PART NO            | PRODUCT  | QTY  | UNIT PRICE               | TOTAL PRICE |
| 01385832  | HZ8-ENC-10B1-1Y-TLSS-UG-C | Term VMware Upgrade Horizon Enterprise - (Perpetual) to VMware Horizon 8 Enterprise Term Edition - 10 Concurrent User Pack - 1 Year Term License - Commercial - "Non-Returnable" - Licence |  |                          |             |
|   |                           |  |  | <b>TOTAL (Excl. VAT)</b> | £52,545.50  |

Although every attempt has been made to ensure the accuracy of the above quotation, the Company cannot be held responsible for any advice it provides and as such is not liable for any damages caused by the customer's reliance upon the advice.

### c) Total Value of Call-Off

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

£52,545.50 (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

Supplier standard office hours & contact details

### e) Delivery Location

This is a license order therefore delivery location is Not Applicable

**f) Invoicing Methods**

Invoice sent to: OAR 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 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).

**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 Phoenix Account 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

Confidential

# (SBS23-279) NECS VM Ware Horizon Renewal Doc1906726320 - Draft SLA (003)

Final Audit Report

2024-04-04


|                 |  |
|-----------------|--|
| Created:        | 2024-04-04                                       |
| By:             | Fenella Gardner (fenella-gardner@phoenixs.co.uk) |
| Status:         | Signed   |
| Transaction ID: | CBJCHBCAABAAfJ5h33oIVwL42TJRR9WiPX3tkkN7mHk      |


## "(SBS23-279) NECS VM Ware Horizon Renewal Doc1906726320 - Draft SLA (003)" History

 Document created by [redacted]  
2024-04-04 - 15:37:01 GMT

 Document emailed to [redacted]  
2024-04-04 - 15:37:40 GMT

 Email viewed by [redacted]  
2024-04-04 - 16:15:52 GMT

 Document e-signed by [redacted]  
Signature Date: 2024-04-04 - 16:16:11 GMT - Time Source: server

 Agreement completed.  
2024-04-04 - 16:16:11 GMT