

Order Form – ServiceNow ITSM Licenses and Professional Integration Hub

Framework agreement reference: **SBS/19/AB/WAB/9411**

Date of order	29 th March 2021	Order Number	ecm_61088
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FROM

Customer	The Secretary of State, Environment, Food, and Rural Affairs "Customer"		
Customer's Address			
Invoice Address			
Contact Ref:			

TO

Supplier	Softcat plc	"Supplier"
Supplier's Address		
Account Manager		

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company	Not Used	"Guarantor"
Parent Company address	N/A	
Account Manager	Name: Address: Phone: e-mail: Fax:	

1. TERM
(1.1) Commencement Date 31/03/2021
(1.2) Expiry Date The Contract shall expire on the date which is 19 Months, 7 Days after the Commencement Date, with the option to extend for two further periods of 1 year.

2. GOODS AND SERVICES REQUIREMENTS
(2.1) Goods and/or Services Goods – As per deliverables in Appendix A The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier. Service Profile – As per deliverables in Appendix A The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: ServiceNow® Service Management Suite v2, Fulfiller ServiceNow® Performance Analytics for Service Management Suite v2, Application ServiceNow® Event Management, Node ServiceNow® Approver User ServiceNow® Additional Non-Production Instance, EMEA Data Center ServiceNow® Security Operations - SIR Standard (1000 Devices Included), Module ServiceNow® Security Operations - SIR Standard, Tier 2 (up to 24999 Devices) 31/03/2021 – 06/11/22022 <div style="text-align: right;"> Minimum Order Value £321,122.04 </div> Optional Services <div> Collection recycling and <input type="checkbox"/> </div> <div> Paper catalogue <input type="checkbox"/> </div> <div> Secure Collection <input type="checkbox"/> </div>

(2.2) Premises

The Services will be delivered to [REDACTED]

(2.3) Lease/ Licenses

Not used

(2.4) Standards

The quality standards required for this Call-Off Contract are as per **UAN5028819-2** and **UAN5027211-1**, signed between ServiceNow and the Buyer.

The technical standards required for this Call-Off Contract are as per **UAN5028819-2** and **UAN5027211-1**, signed between ServiceNow and the Buyer.

(2.5) Security Requirements**Security Policy**

The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements.


The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

Additional Security Requirements



Not used

Processing personal data under or in connection with this contract
Not applicable
(2.6) Exit Plan (where required)
Not Applicable
(2.7) Environmental Plan
Not Applicable

3. SUPPLIER SOLUTION
(3.1) Supplier Solution
As per deliverables in Appendix A
(3.2) Account structure including Key Personnel
Softcat sub-contract 100% of contract deliverables to ServiceNow.
Key Personnel:

(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods
Softcat sub-contract 100% of contract deliverables to ServiceNow
(3.4) Outline Security Management Plan
As set out below:
If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
(3.5) Relevant Convictions
N/A
A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided
(3.6) Implementation Plan
As per deliverables in Appendix A

4. PERFORMANCE QUALITY
(4.1) Key Performance Indicators
Not Used
(4.2) Service Levels and Service Credits
The service level and availability criteria required for this Call-Off Contract are as per UAN5028819-2 and UAN5027211-1 , signed between ServiceNow and the Buyer

5. PRICE AND PAYMENT
(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))
£321,122.04
(5.2) Invoicing and Payment
The Supplier shall issue invoices annually in advance for licensing, and monthly in arrears for services. The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES
(6.1) Supplemental requirements
<div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p style="text-align: center;">UA5028819-2_2.pdf UA5027211-1_2.pdf</p> <p>ServiceNow UA:</p> <p>The Customer acknowledges that the Supplier is committing to a 19 month, 7 day non-cancellable agreement with ServiceNow on behalf of the Customer. For the avoidance of doubt, the Parties agree that in the event that the Customer invokes its right to terminate the Terms of Call off Contract, the unavoidable loss due to the Supplier, notwithstanding the Limitation of Liability, shall be £321,122.04 (plus all applicable VAT) or such lower amount as the Supplier may agree. This unavoidable loss shall be invoiced to the Customer by the Supplier and shall be payable by the Customer within 30 days of receipt of invoice. In such circumstances, the Customer agrees to waive the right to claim any reduction in the agreed fee by the Supplier's insurance.</p>

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and Services and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

Appendix A

SPTDCDEF001_225_
2.pdf

Deliverables, as per SPTDCDEF001_225_2:

ServiceNow® IT Service Management Professional 31/03/2021-06/11/2022 - 19 Months 7 days

Please note: Prices exclude VAT | Quotes valid for calendar month only unless otherwise stated | Errors and omissions excepted

Invoice Schedule: 7 Months, 7 Days Subscription Fee and Education Fee - Upon Signature
Annual Subscription Fee - September 22nd 2021

SBS Digital Workspace Solutions Framework Ts&Cs Apply

Subtotal (GBP)	£321,122.04
Delivery (GBP)	£0.00
Total (GBP)	£321,122.04

