

# Link: IT Solutions 2 (Digital Workplace Solutions) Order Form (Service Level Agreement)

## Framework details

Framework Reference: **SBS/19/AB/WAB/9411**

Framework Start Date: 10 August 2020

Framework Max End Date: 09 August 2025

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 - SBS24-077 - 0AR - Penetration Tests 1**

Period of the Service Level Agreement (SLA)	Effective Date	5 <sup>th</sup> March 2025
	Expiry Date	4 <sup>th</sup> March 2026
Completion Date <i>(if applicable)</i>	Date	Not applicable

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

Extension expiry date	N/A
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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 of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

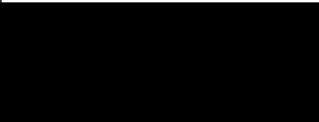
Completion date is not the date by which all obligations under the SLA have to be discharged, but the date by which 'practical completion' must be certified.

Supplier SLA Signature panel

The “Supplier”	
Name of Supplier	Trustmarque Solutions Limited
Name of Supplier Authorised Signatory	<div></div>
Job Title of Supplier Authorised Signatory	Senior Commercial Manager
Address of Supplier	Marlborough House Westminster Place, York Business Park, York, United Kingdom, YO26
Signature of Authorised Signatory	<div></div>
Date of Signature	04/03/2025

Customer SLA Signature panel

The “Customer”	
Name of Customer	NHS England on behalf of North of England CSU
Name of Customer Authorised Signatory	<div></div>
Job Title of Customer Authorised Signatory	Deputy MD, Business Information Services Director, Chief Digital and Information Officer NECS

Address of Customer	John Snow House, Durham University Science Park, Durham, DH1 3YG	
Signature of Customer Authorised Signatory		
Date of Signature	05/03/2025	

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 *Insight Direct (UK) Limited* and *NHS England on behalf of North of England CSU* for the provision of **Link: IT Solutions 2 (Digital Workplace Solutions)**). This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all goods and services associated with **Link: IT**

**Solutions 2 (Digital Workplace Solutions)** 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 (Digital Workplace Solutions)** to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the **Link: IT Solutions 2 (Digital Workplace Solutions)** 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	Sales Team Leader	Senior Delivery Manager

Email		
Phone		n/a

4. Periodic Review

This Agreement is valid from the TBD outlined herein and is valid until the TBD 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

OVERVIEW

NHS North of England Commissioning Support Unit (NECS) provides a wide array of support and consultancy services to customers across the North of England, Nationally, and beyond. Supported by an agile and increasing workforce, we are ever more reliant on a seamless IT service.

NECS supports and maintains a large ICT infrastructure and portfolio of web applications across the NHS health system and local ICBs. Security is therefore paramount to ensure the integrity and protection of all our infrastructure and data.

NECS is therefore seeking a supplier for the provision of strategic technical support for our and web applications for penetration testing and security reviews.

**Pricing is to be based on the provision of delivery of services for 40 days which will be called off over a 12-month period with an option to extend for an additional one-year period. With the caveat of adding additional days to the contract if required.**

SCOPE OF SERVICES

NECS requires the supplier to provide various technical support across a wide range of IT programme and environments which would include but not limited to:

- Security Reviews.
  - Identification and review of network, physical, application and data security of

technology infrastructure.

- Infrastructure Penetration Testing.
  - Identifying and exploiting critical security vulnerabilities in systems to establish any potential weaknesses. To include both external and internal infrastructure testing.
- Web Application Penetration Testing.
  - Identification of vulnerabilities from web threats such as malware, phishing, malicious sites and ransomware.
  - Identification of vulnerabilities based on the 10 OWASP principles
- Mobile Device Testing.
  - Evaluation of performance, functionality, usability and identify any security defects ie. minimal SSL, root detection
- Remote access and VPN Testing.
  - Assessment of the security of remote working solution and identification of configuration vulnerabilities to prevent unauthorised access to high-level privileges.

## **STANDARDS AND SERVICE SPECIFICATIONS**

The Supplier must be able to provide all the requirements outlined above either on their own or via sub-contractors.

The Supplier must have experience in web and infrastructure testing across a wide range of IT programmes and environments such as PHP, wordpress, .net MVC and Microsoft Azure cloud.

### **Accreditation**

Suppliers of products or services should have the following accreditations or be able to demonstrate that their company operates systems/processes equivalent to such standards. Bidders should supply copies of their accreditation certificates or evidence of their equivalent operating systems.

- The Supplier must be certified to Cyber Essentials Plus (CE+)
- ISO27001 Accredited (International Standard for Information Security Management.
- ISO9001 (Quality Management)

### **Social Value**

In line with The Social Value Model set out by Government a minimum weighting of 10% will be allocated to the ITQ relating to a Social Value theme which will be relevant to the project.

Three key aspects of social value are:

- Economic (e.g., employment or apprenticeship/training opportunities),
- Social (e.g., activities that promote cohesive communities) and
- Environmental (e.g., efforts in reducing carbon emissions)

Please note Corporate Social Responsibility (CSR) statements, policies and/or case studies as proof of how a bidder intends to deliver the social value policy outcomes are not deemed as acceptable responses to meet Social Values. CSR refers to how the organisation performs corporately and is not contract-specific and therefore will not adequately address the social value evaluation criteria.

**Business Continuity**

Business Continuity, ideally meeting or striving for ISO 9001 in line with NECS objectives for 2023/24.

The Supplier will be required to use reasonable endeavors to ensure its Business Continuity Plan operates effectively alongside NECS' Business Continuity Plan where relevant to the provision of the services in line with the Business Continuity requirements in the contract terms and conditions.

This is in line with Page 18, Section 6 of the **Digital Workplace Solutions - SBS/19/AB/WAB/9411** Contract Terms and Conditions. By agreeing to the terms and conditions as part of the mini-competition you recognise this requirement.

**b) Price/Rates**

Requirement	Price (£) (Ex VAT)
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<p>Please provide a cost breakdown to undertake the work exclusive of VAT for 24 months in the text box in Cell C3. This includes the initial 12 month period and the optional 12 month period.</p>	<div></div>
<p>Please provide your overall cost for the work detailed in the Specification document for the initial 12 month period. <b>(£) (Ex VAT)</b></p>	<div></div>
<p>Please provide your overall cost for the work detailed in the Specification document for the second 12 month period. <b>(£) (Ex VAT)</b></p>	<div></div>
<p>Total Cost</p>	<p>£71,600.00</p>

c) Total Value of Call-Off

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

£71,600 ex 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**

Activity can be carried out remotely

**f) Invoicing Methods**

Invoice sent to: 0AR Payables – M265, P O Box 312, Leeds, LS11 1HP. NECS expects to be invoiced for 12 months period at a time. Supplier must invoice to match the PO format and value. All invoices should include the supplier specific reference.

**g) Reporting**

Reports will be in a format as agreed with approved organisation and in line with KPIs

**h) Interoperability**

Please list any Participating Authority equipment or solutions that will require interoperability:

**Not applicable**

i) Response Timescales

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

Criticality of Service Request	Action	Timescale

6. Supply Terms and Performance

j) Supplementary Conditions of Contract

The terms of the **Link: IT Solutions 2 (Digital Workplace Solutions)** 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:

<p>The Parties agree that:</p> <ul style="list-style-type: none"><li>No Supplier personnel employed in delivery of the Services provided under this Order Form shall be brought into contact with any vulnerable persons or individuals receiving health care, and no activities performed in the course of the Services are regulated activities for the purpose of the Safeguarding Vulnerable Groups Act 2006.</li><li>Any Call-off provisions relating to TUPE are not applicable to this Order Form.</li></ul>
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- For any indemnities that are to be subject to the limitation on liability at Clause 13, it is all claims in aggregate arising under all those indemnities (i.e., taken together) which are subject to the limitation of liability at Clause 13.2, as amended.

For the purposes of this Order Form, the Parties agree that Clauses 10, 11, 12 and 13 shall be amended as follows:

## **10 Warranties**

Clause 10.1.2 shall be deleted and replaced with:

“the Goods shall be suitable for the purposes and/or treatments as referred in the Specification and Tender response Document, be of satisfactory quality and shall comply with the standards and requirements set out in this Contract”;

Clause 10.1.14 shall be deleted and replaced with:

“any equipment it uses in the delivery or installation of the Goods shall comply with all relevant Law and Guidance and maintained in accordance with the manufacturer’s specification;”

## **11 Intellectual property**

Clause 11 shall be deleted in its entirety and replaced with the following:

“11.1 All Intellectual Property Rights existing prior to the Commencement Date shall vest in their originator absolutely.

11.2 The Customer grants the Supplier for the Term a non-exclusive, worldwide, royalty free licence to use the Customer’s Intellectual Property Rights in any pre-existing material that vests in the Customer pursuant to Clause 11.1 to the extent required by the Supplier to provide the products Services and to fulfil the Supplier’s other obligations under this Contract.

11.3 Subject to Clauses 11.1 and 11.2 above and 11.4 below, all Intellectual Property Rights and all other rights in the products and/or Service shall be owned by the Supplier or its licensors. The Supplier hereby licences all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the products and/or Service as set out in the Contract. If this Contract is terminated or expires, this licence will automatically terminate.

11.4 Where the Supplier has agreed to provide the Customer with third party software as part of the Service, the Customer shall .”

## **12      Indemnity**

Clause 12 shall be amended as follows:

12.1 Unamended

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 of these Call-off Terms and Conditions shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 of these Call-off Terms and Conditions and Clause 2.6 of Schedule 3 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions.

12.3 Unamended

## **13      Limitation of liability**

Clause 13 shall be amended as follows:

13.1 Unamended

13.2 Subject to Clauses 12.2, 13.1 and 13.3 of this Schedule 2 of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

13.4 Unamended

13.5 Delete and replace with "Not used".

13.6 Unamended.

### **k) 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**

#### **l) Implementation and Exit Plan**

**Not applicable**

#### **m) 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.

#### **n) 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.

#### **o) 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 **120** consecutive days.

#### **p) Insurance**

The insurance policy for the framework 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.

#### **q) Buyers Responsibilities**

Please list the areas that the buyer is responsible for:

- Monthly statements of days used and remaining balance to be supplied

#### **r) Key Performance Measures**

Any changes to requirements outlined in the Framework Agreement Specification (e.g. changes to information requested, changes to frequency of MI reporting, changes to metrics) should be detailed here:

**Set Up & Implementation**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

**Support**

- [REDACTED]
- [REDACTED]

**s) Audit Process**

Please detail any Customer audit requirements

Not applicable

**7. Other Requirements**

Please include any additional requirements that are not outlined above.

**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 requirement

**Not applicable**