

# 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:	<a href="mailto:nsbs.digital@nhs.net">nsbs.digital@nhs.net</a>

## 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 / SBS24-073 – 0AR – HPE Server Hardware Warranty and Support Renewal**

Period of the Service Level Agreement (SLA)	Effective Date	03/02/2025
	Expiry Date	02/02/2026
Completion Date ( <i>if applicable</i> )	Date	N/A



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	Phoenix Software Limited
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Divisional Manager
Address of Supplier	Blenheim House, York Road, Pocklington, York YO42 1NS
Signature of Authorised Signatory	
Date of Signature	(dd/mm/yyyy) 15/01/2025

### Customer SLA Signature panel

The "Customer"	
Name of Customer	North of England Care System Support (NECS)
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	Interim Business Information Director
Address of Customer	John Snow House, Durham University Science Park, Durham, DH1 3YG
Signature of Customer Authorised Signatory	
Date of Signature	14/01/2025

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 Phoenix Software Limited and North of England Care System Support (NECS) 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	Phoenix Software Limited	

<b>Title</b>	Account Manager	Senior Operations Manager
<b>Email</b>		
<b>Phone</b>		

## 4. Periodic Review

This Agreement is valid from the **03/02/2025** outlined herein and is valid until the **02/02/2026** 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

HPE Server Hardware Warranty and Support.

- 1 year warranty and support (direct with HPE)
- Support Contract Level: HPE Foundation Care

### b) Price/Rates

Option1	Start Date	End Date	Total Price (£) (Ex VAT)
1 year warranty and support (direct with HPE)	03/02/2025	02/02/2026	£ 26,061.52

### c) Total Value of Call-Off

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

£26,061.52 ex VAT

£31,273.82 inc 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

N/A

### f) Invoicing Methods

Invoice sent to: OAR 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

N/A

#### h) Interoperability

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

N/A

#### i) Response Timescales

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

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]

## 6. Supply Terms and Performance

#### a) 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:

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.

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 60 consecutive days.

**g) 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.

**h) Buyers Responsibilities**

Please list the areas that the buyer is responsible for:



N/A

**i) Key Performance Measures**

NECS Staff will regularly review KPI based on response and resolution times outlined in the terms of the support contract, performance concerns will be raised directly via the dedicated Cisco service 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.

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