



Schedule 7A

Order Form for Standard Goods and Services – Direct Award

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/S 000-007857) dated 2nd January 2024

The Authority	Ministry of Justice (“MOJ”), 10 South Colonnade, Canary Wharf London, E14 4PU
The Supplier	Softcat plc, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW
Contract Reference	Con_24105

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 2nd January 2024 (the “**Framework Agreement**”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
 - (b) the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of these Call-off Terms and Conditions of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:
 - (a) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
 - (b) The Authority and the Supplier agree that (in addition to the Authority’s right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

Annex 1 - Standard Terms

1 Commencement Date and Term

1.1 The Commencement Date of this Contract shall be 22nd July 2024.

- 1.2 The Term of this Contract shall be **1 years** from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than **2 years** in total.

2 Data Protection

This Clause 2 only applies if this box is checked ☒

- 2.1 The Authority and the Supplier acknowledge and agree that it is their responsibility to carry out a data protection impact assessment (“**DPIA**”) in accordance with the Data Protection Legislation and provided the DPIA confirms that the Supplier’s systems and processes adequately provide the necessary guarantees to implement appropriate technical and organisational measures to comply with the Data Protection Legislation, they shall enter into the relevant data protection agreement.
- 2.2 The parties further acknowledge and agree that HealthTrust Europe will not be involved in or be responsible for the conduct of DPIAs and the supply of any data protection agreements (including a data protection protocol) required for Processing Personal Data under the Contract. For the avoidance of doubt, HealthTrust Europe accepts no responsibility in relation to any issues or claims related to the Processing of Personal Data by the Supplier for the Authority in pursuance of the Contract.
- 2.3 The Parties warrant that they have read, understood, and agree to the data protection provisions set out in Schedule 3 (Information and Data Provisions) of the Call Off Terms and Conditions.
- 2.4 The parties agree to comply with the Data Protection Protocol set out within Appendix 13.

3 Payment Terms

- 3.1 The payment profile for this Contract shall be monthly in arrears.

4 Termination

- 4.1 The Participating Authority may terminate this Contract forthwith by notice to the Supplier at any time on three (3) months’ written notice. Such notice shall not be served within 6 months of the Commencement date.

5 Locations

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

- 5.1 Services shall be provided remotely

6 Use of Subcontractors

[REDACTED]

7 Contract Management

The Contract Managers at the commencement of this Contract are:

7.1 For the Participating Authority: [REDACTED]

7.2 For the Supplier: [REDACTED]

8 Notices

Notices served under this Contract are to be delivered to:

(a) For the Participating Authority: [REDACTED]

(b) For the Supplier: [REDACTED]

9 In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

10 The following Annexes are incorporated within this Contract:

Annex 1	Standard Terms

11 The following Appendices are incorporated within this Contract:

Appendix 1	Statement of work
Appendix 2	Contract Price

Signed by the authorised representative of THE PARTICIPATING AUTHORITY

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]	Date:	[REDACTED]

AND

Signed by the authorised representative of THE SUPPLIER

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]	Date:	[REDACTED]

Appendix 1
Statement of Work

[REDACTED]

Appendix 2
Contract Price

The proposed solution is priced at £179,431.64.
Cost breakdown is as follows:

[REDACTED]

