

Schedule 7A

Order Form for Standard Goods and Services – Direct Award

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27th September 2019.

The Contracting Authority (Authority)	<i>Department of Work and Pensions, 2 St Peter's Square, Manchester, M2 3AA</i>
The Supplier	<i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i>
HealthTrust Europe Contract Reference	HTE-005705
Insight Reference	5563

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 27th September 2019 (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 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) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or

otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.

- (b) 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.
- (c) 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.

4. The Commencement Date of the Contract shall be 24th March 2020

The Commencement Date of the Contract shall be 24th March 2020. The Term of this Contract shall be Three Months plus a one-week Implementation Period from the Commencement Date to provide adequate time, pre-order to align and agree the initial order logistics and preparations of form/MI formats. The Term may not be extended beyond the Expiry Date of Midnight 18th June 2019. Goods still to be returned or services still to be completed can extend to a reasonable time beyond the Expiry Date of Midnight 22nd June (no more than one further month) on the strict basis that No New Purchase or Order for Works can be issued after the Expiry Date.

5. Data Protection

6.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed or transferred under this Contract.

6.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

6. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet the longest delivery for the return of the 1st 50 units and fail to return the last of the remainder by the longest time provided for such return (s.5 Expiry Date + 30 days) this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.(i) of Schedule 2 of the Call-Off Terms and Conditions.
7. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within two weeks of the date of delivery of the relevant Goods.
8. The payment profile for this Contract shall be Monthly in Arrears of an accepted Invoice for the performance of the service.
9. The Authority shall retain the absolute right to rescind or terminate this or any Extension to this Contract by the end of the period defined as the Expiry Date at s.5 above.
10. The provision of Services
 - (A) The Services Commencement Date shall be 23rd March 2020.
 - (B) The Long Stop Date for the commencement of provision of the Services shall be No Later than that defined in s.11(A)
 - (C) The Services shall be provided and delivered by the Supplier at the Premises and Location listed below:

Delivery by appointment to:
Peel Park,
Brunel Way,
Blackpool FY4 5ES

11. New Technologies

During the Term, if any new product or new technology related to the Goods (each a **"New Technology Product"**) becomes available from the Supplier or any other supplier, and will replace existing Goods pursuant to the Call off Contract for whatever reason, the Supplier shall not be permitted to increase the Contract Price in respect of such product(s). However, in the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the call-off Contract with a New Technology Product (i.e. such replacement is not obligatory), the Supplier has the right to increase the Contract Price to reflect that the Participating Authorities have opted to purchase the New Technology Product(s) provided always that such replacement products increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Authority and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework

Agreement) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).

12.1 The Supplier shall notify the Authority and the Participating Authorities in writing of such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.

13 Early Payment Discount

Services referred to in s.12 shall Not Apply to this Call-off Proof of Concept Contract Period.

14 Training/ Support Services/ Help Desk

Services referred to in s.13 shall Not Apply to this Call-off Proof of Concept Contract Period.

15 Use of Subcontractors

The Authority grants permission by way of Appendix 11 for the Supplier to Sub-contract I.T. Repair and Transport or Courier Services under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.

- (A) The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
- (B) The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.
- (C) Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.
- (D) TUPE defined at Appendix 8 shall Not Apply to this Call-off Proof of Concept Contract Period.
- (E) Early Termination shall not apply during the Term of this Call-off Contract as defined in accordance with Appendix 7.

- (F) Services referred to in s.13 shall Not Apply to this Call-off Proof of Concept Contract Period.
- (G) Services referred to in s.14A (Appendix 9) shall Not Apply to this Call-off Proof of Concept Contract Period.

The Key Performance Indicators Appendix 10. (KPI's) are designed for Proof of Concept assessment and performance measurement. Service Credits shall Not Apply to this Call-off Proof of Concept Contract Period.

- (H) The bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for are detailed in Appendix 11.

16. The Contract Managers at the commencement of this Contract are:

- (a) for the Authority:

[REDACTED]

[REDACTED]

- (b) for the Supplier:

[REDACTED]

17. Notices served under this Contract are to be delivered to:

- (a) for the Authority:

The Senior Legal Officer, Department of Work and Pensions,
2 St Peter's Square, Manchester, M2 3AA

- (b) for the Supplier:

Insight Direct (UK) Ltd of Technology Building, Insight Campus,
Terry Street, Sheffield, S9 2BU

18. 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.

19. The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Lease and/or Licence to access Premises and Locations
Appendix 6	Step In Rights
Appendix 7	Termination Sum
Appendix 8	Staff Transfer
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors

Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]		4/03/2020

Signed by the authorised representative of THE SUPPLIER

Name:	[REDACTED]	Signature	[REDACTED]
Position:	[REDACTED]		24 March 2020

Appendix 1

Authority Specification

Introduction:

The Authority wishes to explore by way of this P.O.C. the viability of alternative 2 in 1 (Microsoft Surface Pro) devices (Devices) repair services comprising a collection, triage/diagnostic report, repair, possibly recycling and return service for the described 'Devices'

Principles:

- The duration of the POC should ideally not exceed 60 calendar days for completed repair cycle of all initial 100 units.
- Insight and any subcontractors / partners will be accredited to BPSS level, which will be evidenced.
- 100 Surface Pros will be provided by DWP for collection from Peel Park.
- DWP will provide a report detailing all 100 devices, this will include: Asset, Serial and Model.
- All Surface Pros will be data wiped prior to supplier collection.

POC Desired Achievables':

- Supplier will collect all devices from Peel Park using a secure/tracked courier service
- Initial hardware diagnostics will be performed against all devices with report being made visible to Authority acceptance of works commencement.
- Underlying hardware issue(s) shall be competently repaired
- Following repair all devices will go through a functional test with report being made visible
- Devices will be reset to factory settings before return to Authority
- Devices will be cleaned and suitably packaged for transportation prior to delivery to Authority
- Devices will be transported to pre-agreed DWP location(s) using a secure courier
- Pre-Agreed report will be provided on a weekly basis detailing the state of advancement in the repair cycle for each individual unit (reference by serial number)
- Final report detailing all assets and the repair undertaken against each unit will be provided on completion for each repaired device
- All guarantees against the work performed will be provided to DWP, including details on how to log any subsequent failures on the same nature
- Devices that cannot be repaired will be returned to Peel Park, clearly marked as unable to repair, with report of repairs attempted
- Any device assessed as BER will be returned as unrepaired to DWP.

Cameo Statement of Works:

[REDACTED]

Appendix 2

[REDACTED]

Appendix 3

Change Control Process

Change is likely during the duration of the Proof of Concept, particularly as the overarching aim is the robust development of an SLA and Specification for the substantive strategic contracting. Substantive or manifest changes to the initial routine or prices indicated above should not take place without a Written Record of Agreement by the parties detailing such Change and any Price Variation of the attached indicative prices.

Appendix 4

Implementation Plan

The Commencement Date of the Contract shall be 24th March 2020.

The Term of this Contract shall be Three Months plus a one-week Implementation Period from the Commencement Date to provide adequate time, pre-order to align and agree the initial order logistics and preparations of form/MI formats. The Term may not be extended beyond the Expiry Date of Midnight 18th June 2019.

Goods still to be returned or services still to be completed can extend to a reasonable time beyond the Expiry Date of Midnight 22nd June (no more than one further month) on the strict basis that No New Purchase or Order for Works can be issued after the Expiry Date.

Appendix 5

Lease and/or Licence to access Premises and Locations

No right to access is required other than the right to pre-arranged supervised access for the purposes of collection or delivery of the units designated for repair under this Call-off.

Appendix 6

Step-In Rights

Step-In Rights are Not Used in this Call-off

Appendix 7

Termination Sum

No termination Sum shall apply in this Proof of Concept or Call-off contract other than the obligation to exchange any reasonable consideration related to delivered services completed in accordance with the price tariffs displayed above at Appendix 2.

Appendix 8

Staff Transfer

Schedule 7 in respect of Staff Transfer Shall Not Apply to any part to any Party of this Call-off Contract.

Appendix 9

Software and EULA

Software and EULA licences or copyright Shall Not Apply to the Parties for the purposes of this Call-off contract or duration of the Proof of Concept unless specifically varied by mutual written acceptance.

Appendix 10

Key Performance Indicators

These Key Performance Indicators are intended as templates for each customer, they may be amended as applicable to each subsequent contract, subject to the customer's requirements.

- I. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.
- II. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs and make available wherever practicable and without unnecessary delay, any request data or Management Information the Authority deems pertinent to measurement.
- III. The Supplier shall monitor its performance against each Target KPI and shall send the Authority a [monthly/ quarterly] report detailing the achieved KPIs in a form and format to be mutually agreed.

The KPIs relating to this Contract are as follows: -

Ref	Service Level	Description	Quarterly Target	Measurement	Event Grading
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1	Turnaround Times	[REDACTED]	N/A	[REDACTED]	[REDACTED]
2	Right First Time Every Time	[REDACTED]	N/A	[REDACTED]	[REDACTED]
3	Reporting – in Cycle	[REDACTED]	N/A	[REDACTED]	[REDACTED]
4	Price Variation – v- Tariff	[REDACTED]	N/A	[REDACTED]	[REDACTED]
5	Service Perception to end of Cycle – Delivery.	[REDACTED]	N/A	[REDACTED]	[REDACTED]

1 Monitoring Performance

1.1 Performance by the Supplier against each KPI shall be graded as follows:

[REDACTED]	[REDACTED]

1.2 The Supplier shall provide the Authority with a weekly performance report detailing its performance in respect of each of the KPI's of Units within their care.

1.3 The Contract Managers shall have regular (no later than weekly) telephone meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be noted by the Authority's Contract Manager and copies of those notes and subsequent agreed planned actions shall be circulated to and approved by both parties.

- 1.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 1.5 The Authority and the Supplier shall review the KPIs every week throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

2 KPI Failure

- 2.1 Should KPI level failures occur, the Contract managers should respectfully use their best endeavours to remedy the cause and eliminate any recurrences.

Service Credits

- 2.2 No Service Credit mechanism is attached to this Call-off Proof of Concept Contract period.

Appendix 11

Subcontractors

It is agreed that for the purposes of the Proof of Concept and Call-off that Insight UK will appoint Cameo UK Limited as its Sub-contractor for the purposes of repair services subject to the provision of any reasonably requested assurances required by DWP Digital Workplace and its Contract Managers defined at 16.(a). Sub-contractors can only be appointed with the express consent of the Contracting Authority and in remains within the Contracting Authority's right to request proof of appropriate capacity, accreditations and credentials of the Sub-contractor or any of its employees dealing with the Contracting Authority's Call-off or Contract. The Contracting Authority also reserves the right to reasonably refuse the appointment of any Sub Contractor.

It is understood by the Parties to this Call-off Contract that the Supplier elects to Sub-contract Cameo UK Limited for the substantive majority of Triage, repair Services and transport allied to and comprising the core services of this Proof of Concept.