

Order Form

Confidential When Complete

Call-off Contract Details	
Title of Framework Agreement:	Digital Workspace Solutions 2
Framework Agreement Reference:	[REDACTED]
Lot number:	[REDACTED]
Call-off procedure used: [Further Competition/Direct Award]	Direct Award
Total Call-off Contract Value:	£33,320.97 ex. VAT
Authority Contact Details:	
Name:	[REDACTED]
Phone Number:	
Category Generic Email Address:	[REDACTED]

Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

Period of the Agreement			
Commencement Date:	2 December 2025	Expiry Date:	1 December 2026
Extension Period(s): [Optional]	[REDACTED]		
Maximum Permissible Term	[REDACTED]		

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier's Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date. In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

Supplier Order Form Signature Panel

The "Supplier"	
Name of Supplier:	Softcat plc
Name of Supplier Authorised Signatory:	[REDACTED]
Job Title of Supplier Authorised Signatory:	[REDACTED]
Contact Details Email Address:	[REDACTED]
Contact Details Phone Number:	[REDACTED]
Address of Supplier:	Sixth floor of The Goods Yard Building, 6 Goods Yard Street, Manchester, M3 3BG

Signature of Authorised Signatory:	[REDACTED]	Date of Signature:	[REDACTED]
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Approved Organisation Order Form Signature Panel

The "Approved Organisation"	
Name of Approved Organisation:	UK Health Security Agency
Name of Approved Organisation Authorised Signatory:	[REDACTED]
Job Title of Approved Organisation Authorised Signatory:	[REDACTED]
Contact Details Email Address:	[REDACTED]
Contact Details Phone Number:	[REDACTED]
Address of Approved Organisation:	10 South Colonnade London E14 4PU

Signature of Approved Organisation Signed by:	[REDACTED]	Date of Signature:	[REDACTED]
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Please ensure the Signatory above shall also be that Party's authorised representative for the purposes of Clause 21.2 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Subject to the Parties complying with Clause 28 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

Agreement

- 1. Agreement Overview5
- 2. Stakeholders5
- 3. Periodic Review5
- 4. Service Requirements.....5
 - A. Services to be Provided.....5
 - B. Goods to be Provided6
 - C. Goods Delivery Schedule/Services Implementation Plan6
 - D. Key Personnel6
 - E. Sub-contracting and Personnel6
 - F. Policies7
 - G. Leases or Licences.....7
 - H. Special Terms.....7
 - I. Charges8
 - J. Confidential Information.....8
 - K. Complaints/Escalation Procedure.....8
 - L. Limit of Liability8
 - M. Management Information (MI).....9
 - N. Invoicing9
 - O. Exit Requirements9
 - P. Termination.....10
- 6. Other Specific Requirements10
 - Detailed Requirements.....10

1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties.

The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

Supplier Call-off Contract Manager Details:			
Supplier Call-off Contract Manager:			
Supplier Call-off Contract Manager contact details:			
Approved Organisation Contract Manager			
Approved Organisation Call-off Contract Manager:			
Approved Organisation Call-off Contract Manager contact details:			

3. Periodic Review

In accordance with Clause 15.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

4. Requirements

A. Services to be Provided

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

Udemy Business Licenses

Quantity	Description

B. Goods to be Provided

Please detail the Goods to be provided or include an attachment with full details.

The Supplier is not providing Goods to the Approved Organisation pursuant to this Order Form and the

Call-off Terms and Conditions and on that basis the terms in relating to the supply of Goods set out in this Order Form and the Call-off Terms and Conditions shall not apply.

C. Goods Delivery Schedule/Services Implementation Plan

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

Not applicable.

D. Key Personnel

Pursuant to Clause 5.3 of Schedule 2 of the Call-off Contract please set out key personnel required for the supply of Goods and/or the provision of Services.

Not applicable.

E. Sub-contracting and Personnel

Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

Not applicable.

F. Policies

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

Not applicable.

G. Leases or Licences

Where applicable, please detail any leases or licences to be provided by either Party to the other.

Not applicable.

H. Special Terms

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation;*
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and*
- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.*

Please insert any applicable Special Terms below.

Not applicable.

I. Charges

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule in and represents the maximum that can be charged. Please detail all discounts, volume arrangements or

variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below or detailed as a separated attachment.

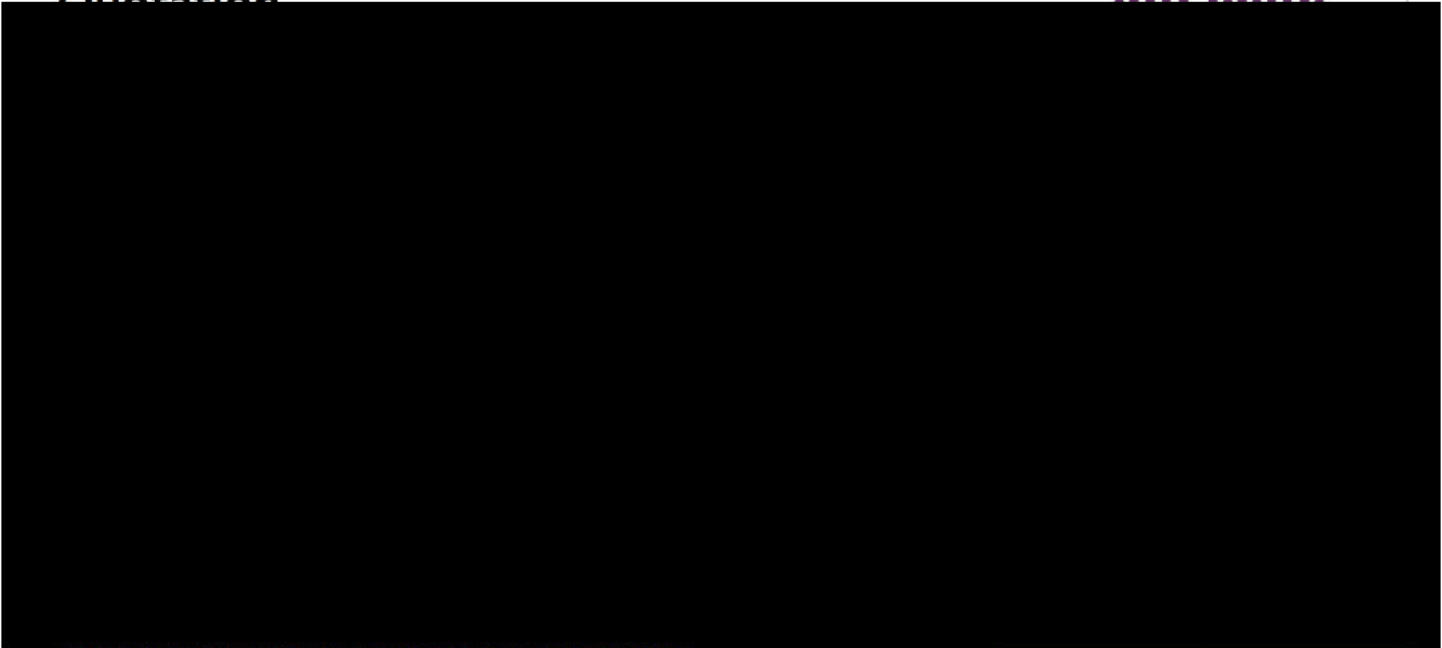
Is the Contract Price agreed to be subject to indexation (see Schedule 12 of the Framework Agreement)?

N

A breakdown of the Charges is provided below.



Quotation



- Quotes valid for calendar month unless otherwise stated, or exchange rate dependent
- Errors and omissions excepted
- Unless otherwise agreed between the parties, all orders are subject to Softcat's standard T&Cs (available via the link below) and the licence agreements relating to any software (available on request)

Total (GBP)	£33,320.97
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Terms & Conditions

Additional notes:

- This quote is being placed via Framework 'NHS SBS Digital Workplace Solutions' therefore the relevant T&C's apply

Are you sustainable? Be sustainable with Softcat.
Contact us today to find out more - sustainability@softcat.com

Charges for any extension options shall be subject to separate quotation by the Supplier.

J. Confidential Information

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

Any detail around Supplier pricing or commercial models – In Perpetuity

K. Complaints/Escalation Procedure

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation's additional requirements regarding complaints.

No additional requirements are needed.

L. Limit of Liability

Please populate the limit of liability values.

- i. Nothing in this section shall limit either Party's liability to the other Party for:
 - death or personal injury;
 - fraud or fraudulent misrepresentation; and
 - payment of undisputed amounts due under this Contract.
- ii. Neither Party shall be liable for indirect or consequential losses, even if it has been advised of the possibility of such losses.
- iii. The total liability that either Party shall owe to the other Party in respect of all claims under or in connection with each Contract (including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) shall not exceed 125% of the Charges paid or payable by the Approved Organisation in the last twelve (12) months to which the claim(s) relate.

M. Management Information (MI)

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

No additional requirements are needed.

N. Invoicing

Please detail all specific invoicing requirements here.

The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.

The Supplier shall issue an electronic invoice upfront in advance.

O. Exit Requirements

Please include details of any exit requirements with which the Supplier is required to comply.

No additional requirements are needed.

P. Termination

Please detail specific termination provisions here.

No additional requirements are needed.

6. Other Specific Requirements

Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

Udemy Business Pro Terms and Conditions

These Udemy Business Pro Terms and Conditions (these "Terms") apply to Customer's access and use of Udemy Business Pro. All terms not otherwise defined in these Terms will have the meanings ascribed to them in the Master Services Agreement between Udemy and Customer (the "Agreement").

1. Udemy Business Pro is a Service that provides an interactive experience containing hands-on learning labs, workspaces, role paths, and assessments.
2. Users may access certain third-party platforms through Udemy Business Pro, which are governed by and subject to separate terms and conditions.

3. Customer acknowledges and agrees that:
 - (a) Customer is solely responsible for all content inputted by Customer or its Users in connection with use of Udemy Business Pro (collectively, "Interactive Content") including on the server instances that provide interactive environments as a part of Udemy Business Pro ("Interactive Sessions"); and
 - (b) Udemy, its Affiliates, or licensors will not preserve, back up, or store the Interactive Content.

4. The parties agree that the following are incorporated into the Terms of Use. With respect to the Udemy Business Pro Services, Customer shall not, nor permit its Users to:
 - a) Provide web, database, or forum access, or engage in cryptocurrency mining, on or through Udemy Business Pro,
 - b) Exceed the usage limitations (including, but not limited to, Interactive Session quantity or duration, or User number limitations) applicable to Customer's use of Udemy Business Pro,
 - c) Use or access an Interactive Session in any commercial production environment, or
 - d) use any data or information other than simulated, anonymous, non-personal, non-live data when using Udemy Business Pro, or use real customer data or information or real transactions when using Udemy Business Pro.

In addition to the remedies available to Udemy under the Agreement, Udemy may remove any Interactive Content that violates the Terms of Use.

PLEASE NOTE:

In accordance with Clause 8.4 of Schedule 13 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager..

All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.

Appendix 1 – Data Protection Protocol

Not applicable