

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 Authority	<i>Defence Science and Technology Laboratory, Salisbury, Porton Down, Wiltshire, SP4 0JQ</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
Order Form Reference	

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;
 - (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 25th January 2022.
- 5. The Term of this Contract shall be 11 weeks from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call-Off Terms and Conditions provided that the duration of this Contract shall be no longer than 12 months in total.
- 6. The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.
- 7. The payment profile for this Contract shall be quarterly in Appendix 2.
- 8. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within **[one (1)]** year of the Commencement Date.
- 9. The provision of Services
 - (A) The Services Commencement Date shall be 25 January 2022.
 - (B) The Long Stop Date for the commencement of provision of the Services shall be 8 April 2022.
 - (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:
 - (i) Remote
 - (ii) Porton Down. (Subject to Travel and Subsistence Expenses in line with DSTL Expenses Policy)
- 10. 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 produce and 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).

11 Early Payment Discount

Not used

12 Training/ Support Services/ Help Desk

The Supplier shall provide Training / Support Services / Helpdesk as outlined in Appendix 1 Authority Specification. Helpdesk Services specifically will be managed by the Authority's Business As Usual Support provider.

13 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract 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. 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.
- B. Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the Supplier's costs for all unavoidable losses for the termination.

Notwithstanding Key Provision 8 of the Call-Off Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Appendix 8 shall apply to such transfer. For clarity, no relevant transfer is required.

The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

Redacted Under FOIA Section 40, **Commercial Officer**

(b) for the Supplier:

Redacted Under FOIA Section 40, Pers **, Public Sector Business Development Director**

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

(a) for the Authority:

Redacted Under FOIA Section 40, , Redacted Under FOIA Section 40, Personal Informa, **Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ**

(b) for the Supplier:

Redacted Under FOIA Section 40, Pers, **Public Sector Business Development Director, 5th Floor, Metro Building, Trafford Road, Salford Quays, Manchester, M5 3NN**

15. 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.

16. The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Price and Deliverables
Appendix 3	Change Control Process
Appendix 4	Implementation Plan – NOT USED
Appendix 5	Lease or Licence to access premises – NOT USED
Appendix 6	Step In Rights – NOT USED
Appendix 7	Termination Sum - NOT USED
Appendix 8	Staff Transfer - NOT USED
Appendix 9	Software and EULA - NOT USED
Appendix 10	Key Performance Indicators - NOT USED
Appendix 11	Subcontractors

Signed by the authorised representative of THE AUTHORITY

Name:	<small>Redacted Under FOIA Section 40, Personal Information</small>	Signature:	<small>Redacted Under FOIA Section 40, Personal Information</small>
Position:			

Signed by the authorised representative of THE SUPPLIER

Name:	Redacted Under FOIA Section 40, P1	Signature	Redacted Under FOIA Section 40, Personal Information
Position:	Public Sector Business Development Director		

Appendix 1

Authority Specification

DSTL require Hypercare for the CHESS implementation from the date of Go Live. This is an extended level of support from the Project Team to help user adoption, promote effective use of the system, to facilitate the establishment of the new service model, and to support the in-house 1st level Support team in handling post go-live support ticket volumes.

Hypercare activities can potentially include the following:-

- Application support to agreed supplemental service model with DSTL Support provider
- Technical support for integrations to agreed supplemental service model with DSTL Support provider
- Month End Support – 3 Month End Close Cycles
- Training Refreshes
- New User Training
- System Configuration Amendments
- System Enhancements and Change Requests (dependent on estimated effort)
- Updates to Configuration documents
- Defects / open Oracle Support Requests from prior Project phases
- Regression Testing for Oracle Quarterly Update
- Post Go Live Data Migration reconciliation support

Appendix 2

Pricing and Deliverables

Hypercare

In delivering Hypercare, the following resourcing schedule will be used:

Redacted Under FOIA Section 43, Commercial interests

The resourcing schedule will be a limit of liability basis Redacted Under FOIA Section 43, Commercial interests. It is likely that the above schedule will change during the provision of Hypercare to reflect the different functional and technical demands based on the team, therefore budget may move between each resource in order to deliver this service.

Additional Reports Development

To provide an accelerated delivery of reports to the business and to provide increased report development expertise. Reasonable endeavours will be made to deliver reports requested by DSTL, Redacted Under FOIA Section 43, Commercial interests.

The resourcing schedule and cost for additional reports development is as follows:

Redacted Under FOIA Section 43, Commercial interests

The resourcing schedule will be a limit of liability basis Redacted Under FOIA Section 43, Commercial interests. It is possible that the above schedule will change during the provision of report development to reflect the demands based on the team.

Hypercare Management Assistance

DSTL Digital have requested a resource to assist in the management of post go-live Hypercare support to help user adoption and facilitation of support ticket remediation.

Redacted Under FOIA Section 43, Commercial interests

The resourcing schedule will be a limit of liability basis Redacted Under FOIA Section 43, Commercial interests

Total Cost and Payment Schedule

The total cost of this contract is as follows:

Hypercare	Redacted Under FOIA Section 43, Commercial interests
Additional Report Development	
Hypercare Management Assistance	
Total:	£455,726.03

VAT, travel and subsistence expenses are not included.

Consultant timesheets showing hours worked will be recorded weekly from the Go Live Date +1 Day.

Insight Direct/Frontera will invoice according to the following schedule:

- 27th February 2022: Consultant hours worked from Go Live + 1 Days to 27th February 2022 according to the above rate tables.
- 27th March 2022: Consultant hours worked from 28th February 2022 to 27th March 2022 according to the above rate tables.
- 8th April 2022: Consultant hours worked from 28th March 2022 to 8th April 2022 according to the above rate tables.

Appendix 3

Change Control Process

Variation Form attached



Variation_Form.pdf

Appendix 4

Implementation Plan

Not used

Appendix 5

Lease and/or Licence to access Premises and Locations

Not used

Appendix 6

Step In Rights

Not used

Appendix 7

Termination Sum

Not used

Appendix 8

Staff Transfer

Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (December 2016) is incorporated into this Order Form. Where any term used is not defined within the Call-off Terms and Conditions, such term shall have the meaning given within such Schedule 7.

The following parts of Schedule 7 shall not be used for the purposes of this Order Form:

- Part A- No staff transfer to the Supplier under TUPE - Both parties agree that TUPE is not applicable to this agreement.

Appendix 9

Software and EULA

Not used

Appendix 10

Key Performance Indicators

Not used

Appendix 11

Subcontractors

Frontera Consulting UK Ltd
registered in England and Wales with company number 07876468
whose registered office is at Fleet House, New Bridge Street, London,
EC4V 6AL