

## **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 27<sup>th</sup> September 2019.**

<b>The Authority</b>	<u>Driver and Vehicle Standards Agency</u> , Croydon Street, Bristol, BS5 0DA, United Kingdom
<b>The Supplier</b>	<b>Softcat Plc, With company Number 02174990 of Solar House, Fieldhouse Lane, Marlow, Bucks, SL7 1LW</b>
<b>HealthTrust Europe Contract Reference</b>	HTE-005706

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 27<sup>th</sup> 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 16/07/2021

5. The Term of this Contract shall be 1 years from the Commencement Date and may be extended by DVSA for 2 periods of up to 12 months each 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 3 years in total.
- a. The annual contract value is £13,619.61. Should DVSA decide to use the two extension options, quotes will be requested again for the next period.

## 6. 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 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.

7. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date 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.

8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within [insert time period during which any inspection must be carried out] of the date of delivery of the relevant Goods.
9. The payment profile for this Contract shall be **Annually in advance**.
10. 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.
11. The provision of Services

(A) N/A.

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

(i) N/A

12. New Technologies N/A

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).

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.

12.2 During the Term, if the Authority is notified of a New Technology Product pursuant to Clause 16.2 the Authority may request and the Supplier shall agree to supply the New Technology Product solely to the Participating Authority for a period of [insert number] months, prior to such New Technology Product being made available for purchase through commercial/public release.

13 Early Payment Discount N/A

14 Training/ Support Services/ Help Desk

The Supplier shall as soon as reasonably practicable after delivery of the Goods to the Authority, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods the Authority. The Supplier shall provide as much training and support to the Authority as the Authority may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier. The Supplier shall at its own expense provide the Authority with copies of all training materials and resources, such materials to include a suitable “train the trainer” programme with sufficient detail to enable trained clinical staff to train others.

15 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract **any of its obligations/ specific obligations** 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) 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.
- (E) Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7

- (F) If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.
- (G) The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract.
- (H) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
- (I) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- (J) 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.

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

- (a) for the Authority:

XXXXREDACTED UNDER FOIA SECTION 40

- (b) for the Supplier:

XXXXREDACTED UNDER FOIA SECTION 40

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

- (a) for the Authority:

XXXXREDACTED UNDER FOIA SECTION 40

Driver and Vehicle Standards Agency Croydon Street, Bristol, BS5 0DA,  
United Kingdom

(b) for the Supplier:

XXXXREDACTED UNDER FOIA SECTION 40

Softcat plc, Five Universal Square, Devonshire St N, Manchester M12 6JH.

3. 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.
4. The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification
<b>Appendix 2</b>	Contract Price
<b>Appendix 3</b>	Change Control Process
<b>Appendix 4</b>	Implementation Plan
<b>Appendix 5</b>	Any Supplier Support and Maintenance or Master Licence and Services Agreement
<b>Appendix 6</b>	Step In Rights
<b>Appendix 7</b>	Termination Sum
<b>Appendix 8</b>	Staff Transfer
<b>Appendix 9</b>	Software and End User License Agreement (EULA)
<b>Appendix 10</b>	Key Performance Indicators
<b>Appendix 11</b>	Subcontractors

**Signed by the authorised representative of THE AUTHORITY**

Name:	XXXXREDACTED UNDER FOIA SECTION 40 .....	Signature:	XXXXREDACTED UNDER FOIA SECTION 40
Position:	Commercial Category Officer .....		

**Signed by the authorised representative of THE SUPPLIER**

Name:	XXXXREDACTED UNDER FOIA SECTION 40 .....	Signature	XXXXREDACTED UNDER FOIA SECTION 40
Position:	Account Manager .....		

## **Appendix 1**

### **Authority Specification**

XXXXREDACTED UNDER FOIA SECTION 40



**Appendix 2**  
**Contract Price**

XXXXREDACTED UNDER FOIA SECTION 40

Appendix 3

Change Control Process

Subject to agreement by the Parties

Appendix 4

Implementation Plan

N/A

## Appendix 5

### LUCID CHARTS Licence Agreement

*This Contract is subject to the End User Licence Agreement (EULA), which in respect of the use by the Customer of the Goods/Software, take precedence over the Framework Agreement ("Framework Terms"), notwithstanding that the Framework Terms take precedence in respect of the purchase of the Goods/Software and Services. The appended EULA is included as the licence and support terms by which the use of the Goods and Services is governed. The Framework Terms shall take precedence in respect of matters relating to the commercial purchase of the Goods, Software and Services. The Customer acknowledges that their acceptance of the terms of the relevant Licence Agreement is a condition of the sale of the Goods and Services by the Supplier. The Framework Contract Terms and Conditions shall, in the event of a conflict, in respect of the commercial purchase transaction, take precedence over the Licence Agreement.*

[Terms of Service | Lucid](#)

Appendix 6

Step In Rights

N/A

#### Appendix 7

Termination Sum

N/A

#### Appendix 8

Staff Transfer N/A

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.

#### Appendix 9

Software and EULA

[Terms of Service | Lucid](#)

Appendix 10

**Key Performance Indicators N/A**

Appendix 11

Subcontractors

***Lucid Software Inc***