

Order Form

Confidential When Complete

Call-off Contract Details	
Title of Framework Agreement:	Audio Visual Solutions & Integrated Operating Theatres 2
Framework Agreement Reference:	10245
Lot number:	3
Call-off procedure used: [Further Competition/Direct Award]	Direct Award
Total Call-off Contract Value:	£33,078.60
Estimated Patient Numbers: [indicative patients to be seen/treated during this contact]	N/A
Purchase Order:	
Authority Contact Details:	
Name:	Digital Health Category Manager
Phone Number:	-
Category Generic Email Address:	nsbs.digital@nhs.net

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:	01/05/2024	Expiry Date:	30/04/2025
Extension Period(s): [Optional]	1 period of up to 12 months		
Maximum Permissible Term	2 years		

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.

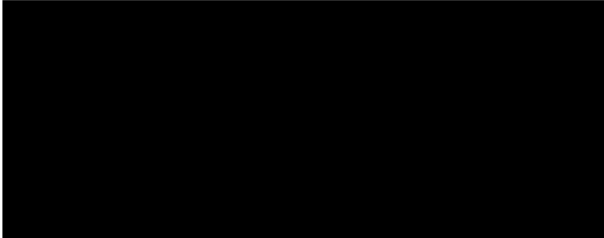
In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as 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:	CINOS Ltd
Name of Supplier Authorised Signatory:	
Job Title of Supplier Authorised Signatory:	Director
Contact Details Email Address:	
Contact Details Phone Number:	
Address of Supplier:	4.9 Frimley 4 Business Park, Frimley, Surrey, GU16 7SG

Signed for and on behalf of the supplier:



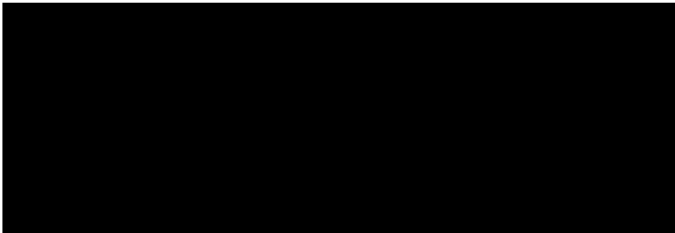
Job Title/Role: Director

Date Signed: 23/02/2024

Approved Organisation Order Form Signature Panel

The “Approved Organisation”	
Name of Approved Organisation:	UK Health Security Agency
Name of Approved Organisation Authorised Signatory:	<div></div>
Job Title of Approved Organisation Authorised Signatory:	Commercial Lead
Contact Details Email Address:	<div></div>
Contact Details Phone Number:	<div></div>
Address of Approved Organisation:	10 South Colonnade Canary Wharf London E14 4PU

Signed for and on behalf of the buyer:



Job Title/Role: Commercial Lead

Date Signed: 23/02/2024

Please Note: Each Party’s respective Authorised Signatory above shall also be that Party’s authorised representative for the purposes of Clause 23.3 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 30 (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

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

3. Periodic Review

In accordance with Clause 16.1 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.

Appspace On-Premise Licence Renewal 12 Months
<div></div>

B. Goods to be Provided

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

N/A

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.

N/A

D. Key Personnel

Pursuant to Clause 6.3 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.

N/A

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.

N/A

F. Policies

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

N/A

G. Leases or Licences

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

As per section A.

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.

N/A

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)?

Y/N

£38,078.60 + VAT

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.

N/A

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.

n/a

L. Limit of Liability

Please populate the limit of liability values.

The limits of liability set out in Clause 14.2 of Schedule 2 of the Call-Off Terms and Conditions shall apply.

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.

N/A

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.

O. Exit Requirements

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

N/A

P. Termination

Please detail specific termination provisions here.

As per framework

6. Other Specific Requirements

Detailed Requirements

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

N/A

PLEASE NOTE:

In accordance with Clause 2.5 of Schedule 2 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.