

## 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>	<i>Defra, Noble House, 17 Smith Square, London SW1 SE1 2RE</i>
<b>The Supplier</b>	<i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i>
<b>HealthTrust Europe Contract Reference</b>	HTE-005705

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 1 October 2020.

5. The Term of this Contract shall be 22 months 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 34 months in total.

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. The payment profile for this Contract shall be monthly in arrears.

8. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice.

9. The provision of Services

(A) The Long Stop Date for the commencement of provision of the Services shall be 1 October 2020.

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

(i) Corsham

- (ii) Farnborough
- (iii) Reading

## 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).

10.1 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.

10.2 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.

## 11. 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 to 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.

## 12. Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract its 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.

13. 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.

(A) 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.

(B) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9.

(C) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.

(D) 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:

[REDACTED]

(b) for the Supplier:

[REDACTED]

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

(a) for the Authority:

[REDACTED], Defra, Horizon House, Bristol, BS1 5TL.

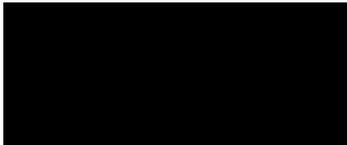
(b) for the Supplier:

[REDACTED], Insight Direct (UK) LTD, The Atrium  
1 Harefield Road, Uxbridge. UB8 1PH

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>	Not Used
<b>Appendix 5</b>	Not Used
<b>Appendix 6</b>	Not Used
<b>Appendix 7</b>	Not Used
<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
<b>Appendix 12</b>	Exit Plan & Business Continuity Plan

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

Name:		Signature:	
Position:			24/08/2020

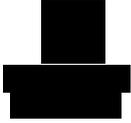
**Signed by the authorised representative of THE SUPPLIER**

Name:		Signature	
Position:			21/08/2020

## Appendix 1

### Authority Specification

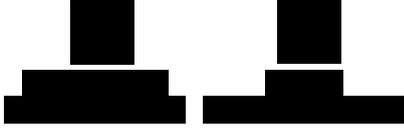
Smart net and Net app support and maintenance as per attached spreadsheet.



## Appendix 2

### Contract Price

The total contract value is £518,647.74 without VAT.



## **Appendix 3**

### **Change Control Process**

- 1.1 This Appendix sets out the procedure for dealing with Contract Changes.
- 1.2 The Authority can request in writing a change to this Call-Off Contract.
- 1.3 The Supplier must notify the Authority immediately in writing of any proposed changes to their Services or their delivery by submitting a change request. This includes any changes in the Supplier's supply chain.
- 1.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties will agree a process for any applicable test procedures in respect of such Contract Changes for the purposes of affected procedures.
- 1.5 Until such time as a Change Contract Note has been signed and issued by the Authority, then
  - 1.5.1 unless the Authority expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of the Contract as if the proposed Contract Change did not apply; and
  - 1.5.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, shall be without prejudice to each Party's other rights under this Contract.
- 1.6 Any proposed Contract Change processed in accordance with this Appendix will not be authorised and the Supplier shall not implement any proposed Contract Change until the Contract Change Note is signed and executed by both parties.
- 1.7 The form to be used for any contract change is set out below.



Department  
for Environment  
Food & Rural Affairs

**CONTRACT CHANGE NOTE 1 (CCN #)**

<b>Contract Change Note Number</b>	1
<b>Contract Reference Number and Title</b>	Ecm_ xxxxxx Contract Title
<b>Variation Title</b>	Xxxxxxx
<b>Number of Pages</b>	11

Whereas the Contractor and the Authority entered into a Call-off Contract for the provision of [Insert Contract Title] dated [Insert Call-off order contract date] (the "Original Contract") and now wish to amend the Original Contract.

It is agreed as follows:

1. With effect from xxxxxx the Call-off Contract shall be amended as set out in this Contract Change Note:

<b>Change Requestor / Originator</b>	Xxxxxx	
<b>Summary of Change</b>	Xxxxxx	
<b>Reason for Change</b>	xxxxxx	
<b>Revised Contract Price</b>	Original Contract Value	£ xxxxxx
	Previous Contract Changes	xxxxxx
	Contract Change Note [1]	xxxxxx
	New Contract Value	£xxxxxx
<b>Revised Payment Schedule</b>	Xxxxxx	
<b>Revised Specification</b>	xxxxxx	
<b>Revised Contract Period</b>	Xxxxxx	
<b>Change in Contract Manager(s)</b>	Xxxxxx	
<b>Other Changes</b>	Xxxxxx	

2. Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

Signed on behalf of the Authority (DEFRA)		Signed on behalf of the Contractor	
Name	[Redacted]	Name	
Position	[Redacted]	Position	
Signature		Signature	
Date	Xxxxxxxx	Date	



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 B- Staff transfer from the Authority under TUPE
- Part C- Staff transfer from a current provider under TUPE

#### ***No staff transfer under TUPE***

#### Part D

Part D for the purposes of this Order Form shall be as stated in Clause 8, Appendix A Supply of Goods and Services Call-off Terms & Conditions

Appendix 9  
Software and EULA

***N/A***

Appendix 10

**Key Performance Indicators**

The Key Performance Indicators are as per the Smartnet and Netapp SLAs.

**Smart net**

The Smart net Support model is 8x5xNBD with SWSS for software maintenance.

Hardware and Software support response times:


**Netapp**

For Netapp, Defra require Support Edge Premium: 4 hr onsite, warranty, and non-returnable disks.

Hardware and software support response times:


## Appendix 11

### Subcontractors

<b>Subcontractor</b>	<b>Responsibilities</b>	<b>Deliverables</b>	<b>% Work Delivered</b>
Cisco	<i>Provision for the maintenance and support of Cisco equipment</i>	<i>Maintenance/support</i>	100
Netapp	<i>Provision for the maintenance and support of Netapp equipment</i>	<i>Maintenance/support</i>	100

## Appendix 12

### Exit Plan and Business Continuity Plan

#### **Business Continuity**

In the event of a disruption Insight has a fully tested Business Continuity Process (BCP) that minimises the impact of interruptions. This BCP is maintained by a dedicated team of 3 specialists and on activation a team of up to 63 cross-functional specialists are deployed to address the incident.

Insight's documented Business Continuity Process (BCP2011) includes the following high-level processes:

- Initial Notice and Risk Assessment
- Crisis Management and Damage Assessment – includes Disaster Declaration
  - o Priority Level assigned
  - o Communications Plans
  - o Alternate Physical Locations
- Salvage, Restoration and Recovery Processes
- Full Restoration of Facilities and return to Business as Usual
- Lessons Learned and BCP Improvement Process

Insight operates 3 self-contained operations centres in the UK, each provides full fall-back redundancy cover for the others. Should a disaster or incident occur at one of the sites, all business systems, customer service processes and sales automatically transfer to the one of the other locations. Each site has multiple independent IT network connections, back-up power generation and utilises private cloud data management structures so that each is capable of supporting this Framework alone.



Electronic (EDI) links with all of Insight's partners are subject to redundancy routing to ensure continuity.

Insight has a second distribution centre in Frankfurt, Germany which provides a fully operational Insight-owned second distribution channel. Disaster Recovery processes transfer all supply chain and logistics functions to Frankfurt for immediate business continuity.

#### Communicating with Customers

Insight has a proven, best practice communications plan to communicate with customers during a disaster or incident. Insight leverages multiple channels including outbound telephone calls, telephone messaging systems, outbound emails, text messaging, messages

on Insight's eBusiness web pages, and social networks such as Twitter, FaceBook, and LinkedIn.

The messages provided for customers depend on the nature of the incident, for example weather events could close a single office or a distribution centre. Customers will be notified of the closure accordingly and be provided with information about alternative arrangements.

Insight has a dedicated internal audit team who is responsible for testing and auditing the business continuity and disaster recovery processes. Annual internal reviews are conducted on the strategy, objectives, improvement activities and the operation of ISO 9001, ISO 14001; ISO27001; and Business Continuity Plan (BCP2011) required procedures.

In addition, an independent third-party audits Insight's processes under ISO 9001, ISO 14001; ISO27001; and **Business Continuity Disaster Recovery 2020** where full testing takes place. These tests include:

- **Passive Walk Through**– all employees are trained with BCP test modules to ensure a constant and structured approach for each process.
- **Physical Test - Physical Tests** are conducted annually on each process including:
  - o **System support**– back up UPS and generator
  - o **Planning for office closure** due to limited lighting or environmental control
  - o **Transfer of telephone lines** to another UK office to continue supporting our clients
  - o **Security and penetration testing** to protect against malicious external threats.
  - o **Access Control**– to maintain maximum security, strict access management to Insight premises and secondary controls on sensitive locations such as data centres
- **Live Test**- Insight conducts rolling tests of the components of the BCP and an annual live test to test the rigour of the plans.  
Full reports of these reviews are prepared and submitted to Insight's Senior Leadership

