

## 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>	<b><i>Public Health England, an Executive Agency of the Department of Health and having its offices at Wellington House, 133-155 Waterloo Road, London SE1 8UG</i></b>
<b>The Supplier</b>	<b><i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i></b>
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-005705</b>

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 4<sup>th</sup> March 2021.

5. The Term of this Contract shall be 3months 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 one year 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 Supplier shall use reasonable endeavours to deliver the Goods and/or Services under this agreement by the agreed delivery date. Dates and times for delivery or performance by Supplier are estimates and time shall not be of the essence.

8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 3 months of the date of delivery of the relevant Goods.

9. The payment profile for this Contract shall be based on one off payment provided on the quotation (Appendix 2).

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. 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).

- 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 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.

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

- (a) for the Authority:

[REDACTED]

- (b) for the Supplier:

[REDACTED]

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

(a) for the Authority:

[REDACTED]  
[REDACTED]

(b) for the Supplier:

[REDACTED]  
[REDACTED]

2. 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.

3. 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>	Subcontractors

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

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]		[REDACTED]

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

Name:	[REDACTED]	Signature	[REDACTED]
Position:	[REDACTED]		04/03/2021

## Appendix 1

### Authority Specification/ Requirements



## Appendix 2

### Contract Price

Serial	Description	Qty	Price	Line Total
SMX1500RMI2UNC	APC Smart-UPS X 1500VA Rack/Tower LCD 230V with Network Card	16		
SMX3000RMHV2UNC	APC Smart-UPS X 3000VA Rack/Tower LCD 200-240V with Network Card	16		
-	Delivery - TBC	1		
			Subtotal:	£ 50,417.60

## Appendix 3

### Change Control Process

*[insert]*

## Appendix 4

### Subcontractors

*[insert]*