

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	United Kingdom Health Security Agency [REDACTED] [REDACTED] [REDACTED]
The Supplier	Insight Direct UK Limited [REDACTED] [REDACTED] [REDACTED]
HealthTrust Europe Contract 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; 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 0C10contract Price, save with the prior written consent of HealthTrust Europe.

s 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.

- (b) 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 **16th January 2023**

5. The Term of this Contract shall be **1** year 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 **1** years in total.

6. Data Protection

Non Applicable

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 upon invoice

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) The Services Commencement Date shall be the same as the commencement date.
- (B) The Long Stop Date for the commencement of provision of the Services is non applicable
- (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:

[REDACTED]

12. New Technologies

- 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 Non applicable

14 Training/ Support Services/ Help Desk Non applicable

15 Use of Subcontractors Non applicable

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

- (a) for the Authority:

[REDACTED]

Project Manager

- (b) for the Supplier:

[REDACTED]

Contracts Manager

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

- (a) for the Authority:

D&T Procurement

United Kingdom Health Security Agency

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (b) for the Supplier:

Insight Direct UK Limited

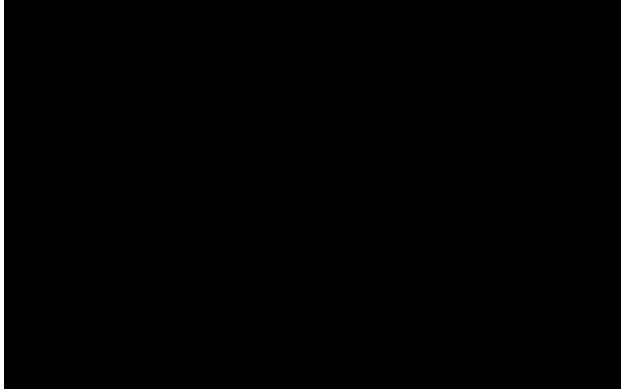
[REDACTED]



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:

Appendix 1	Authority Specification
Appendix 2	Contract Price
[Appendix 3	Change Control Process
[Appendix 4	Implementation Plan
[Appendix 5	Lease and/or Licence to access Premises and Locations
[Appendix 6	Step In Rights
[Appendix 7	Termination Sum
[Appendix 8	Staff Transfer
[Appendix 9	Software and End User License Agreement (EULA)]
[Appendix 10	Key Performance Indicators
[Appendix 11	Subcontractors

Signed by the authorised representative of THE AUTHORITY:



Signed by the authorised representative of THE SUPPLIER



Appendix 1
Authority Specification



DL380 Non-GPU Server x1



DL380 GPU Server x1



HP Z6 Workstation x 3

NAS Drive x 1



HP Z6 Workstation x 2

NAS Drive x 1



HP Z6 Workstation x 3

NAS Drive x 1



HP Z6 Workstation x 3

NAS Drive x 1

Grand Totals

DL380 Non-GPU x 1

DL380-GPU x 1

HP Z6 Workstation x 11

NAS Drive x 4

Appendix 2

Insight/Mftr Pt No.	Description	Comments	Qty	Price	Total Price
28888835	Icon #2 - INS004 - 5128888836-01		1		
868706-B21	HPE DL380 Gen10 8LFF CTO Server		1		
868706-B21#B19	HPE DL380 Gen10 8LFF CTO Server		1		
P02498-L21	HPE DL380 Gen10 Xeon-G 5218 FIO Kit		1		
P02498-B21	HPE DL380 Gen10 Xeon-G 5218 Kit		1		
P00930-B21	HPE 64GB 2Rx4 PC4-2933Y-R Smart Kit		8		
P23863-B21	HPE 16TB SAS 7.2K LFF SC ISE MV HDD		3		
P47419-B21	HPE 960GB SATA MU LFF SCC MV SSD		2		
826700-B21	HPE DL380 Gen10 Tertiary x16 Riser		1		
R9H23C	NVIDIA A2 16GB PCIe NonCEC Accelerator		2		
P01366-B21	HPE 96W Smart Stg Li-ion Batt 145mm Kit		1		
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr		1		
727054-B21	HPE 10GbE 2p FLR-SFP+ X710 Adptr		1		
455883-B21	HPE BLc 10G SFP+ SR Transceiver		2		
867810-B21	HPE DL38X Gen10 High Perf Fan		1		
830272-B21	HPE 1600W FS Plat Ht Plg LH Pwr Sply Kit		2		
BD505A	HPE iLO Adv 1-svr Lic 3yr Support		1		
733662-B21	HPE 2U LFF Easy Install Rail Kit		1		
826706-B21	HPE DL380 Gen10 High Perf Heatsink Kit		1		
P38515-B21	HPE DL380 Gen10 Pri/Sec Rsr w/o Retainer		1		
AC114A	HPE Door/dock Medium Delivery SVC		1		
HA114A1	HPE Installation and Startup Service		1		
HA114A1#5A6	HPE Startup 300 Series OS SVC		1		
HU4A6A5	HPE 5Y Tech Care Essential SVC		1		
HU4A6A5#WAH	HPE DL38x Gen10 Support		1		
HU4A6A5#R2M	HPE iLO Advanced Non Blade Support		1		
28888834	Icon #1 - INS004 - 5128888836-01		1		
P05172-B21	HPE DL380 Gen10+ 8SFF NC CTO Svr		1		
P05172-B21#B19	HPE DL380 Gen10+ 8SFF NC CTO Svr		1		
P36930-B21	INT Xeon-G 5315Y CPU for HPE		2		

P06033-B21	HPE 32GB 2Rx4 PC4-3200AA-R Smart Kit		4		
P27194-B21	HPE DL300 Gen10+ 2U 8SFF x1Tmode U.3 Kit		1		
P40497-B21	HPE 480GB SATA RI SFF BC MV SSD		2		
P37038-B21	HPE DL380 Gen10+ x8/x16/x8 Prim FIO Kit		1		
R9P49C	NVIDIA A100 80GB PCIe NonCEC Accelerator		1		
P01366-B21	HPE 96W Smart Stg Li-ion Batt 145mm Kit		1		
P26279-B21	Broadcom MR416i-a Cntrl for HPE Gen10+		1		
P26256-B21	BCM 57412 10GbE 2p SFP+ OCP3 Adptr		1		
455883-B21	HPE BLc 10G SFP+ SR Transceiver		2		
P14608-B21	HPE DL38X Gen10+ Max Perf Fan Kit		1		
P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit		2		
BD505A	HPE iLO Adv 1-svr Lic 3yr Support		1		
P39102-B21	HPE DL300 Gen10+ GPU 8p Keyed Cbl Kit		1		
P13771-B21	HPE Gen10 Plus TPM BR Module Kit		1		
873763-B21	HPE 8SFF Front Remove SPEC Perf FIO		1		
P22018-B21	HPE DL38X Gen10+ 2U SFF EI Rail Kit		1		
P27095-B21	HPE DL380 Gen10+ High Perf Heat Sink Kit		2		
P38771-B21	HPE DL38X Gen10+ PRI/SEC wo Retainer Kit		1		
AC114A	HPE Door/dock Medium Delivery SVC		1		
HA114A1	HPE Installation and Startup Service		1		
HA114A1#5A6	HPE Startup 300 Series OS SVC		1		
HU4A6A5	HPE 5Y Tech Care Essential SVC		1		
HU4A6A5#ZSB	HPE Proliant DL380 Gen10+ Support		1		
HU4A6A5#R2M	HPE iLO Advanced Non Blade Support		1		
50310032	50310032-HP Z6 G4 - UNITED KINGDOM		11		
Z3Y91AV	HP Z6 G4 WKS		1		
Z5J06AV	HP Z6 G4 90 1000W Chassis		1		
540M6AV	Windows 11 Pro 64 for Workstations 6 Cores Plus		1		
9VK32AV	Intel Xeon 6226R 2.9GHz 2933MHz 16C 150W CPU		1		
6CP76AV	128GB (4x32GB) DDR4 2933 DIMM ECC Registered 2CPU Memory		1		
4E2M3AV	NVIDIA RTX A2000 6 GB 4mDP Graphics		1		

1AM22AV	HP Z Turbo Drive M.2 1TB TLC SSD		1		
2V851AV	8TB 7200RPM SATA 3.5in Enterprise		1		
2V852AV	8TB 7200RPM SATA 3.5in Enterprise 2nd		1		
1AY26AV	USB Business Slim Wired Keyboard		1		
1AM10AV	HP Optical Wired Mouse USB		1		
Z5J08AV	HP SD Card Reader		1		
Z5H58AV	9.5mm DVD-Writer 1st ODD		1		
2JA81AV	HP Z6 G4 Memory Cooling Solution		1		
Z7X84AV	HP ZCentral Remote Boost 2020 SW for Z workstation		1		
Z3Z05AV	HP Z6 G4 Country Kit		1		
Z3Z06AV	3/3/3 Warranty		1		
Z5H79AV	Single Unit (Tower) Packaging		1		
9VK33AV	Intel Xeon 6226R 2.9GHz 2933MHz 16C 150W 2nd CPU		1		
Z5J11AV	Premium FIO 2xUSB3.1 TypeC 2xUSB3 TypeA		1		
2XE93AV	No Adapters Needed		1		
Z5P78AV	Operating System Load to M.2		1		
AY130AV	HP Packaging Tag Service w/SN and MAC1 and MAC2 and UUID details		1		
YT926AV	HP Packaging Tag w/SN and MAC1 and MAC2 and UUID		1		
ZD081AA	Door/dock delivery workstations ZD081AA		1		
WDBNFA0640KBK-EESN	HDD Ext 64TB My Cloud PR4100 LAN		4		
<div>*Please ensure all order details are correct</div> <div>*All Licenses are NON RETURNABLE</div> <div>*Prices are subject to change without prior notice</div> <div>*Quotes are valid for 7 days; except;</div> <div>*All Cisco quotes are only valid for a max 5 working days</div> <div>*All Microsoft MOLP/Open Confirmations delivered by email</div> <div>*Insight Standard Terms & Conditions and framework terms apply and are available in the catalogue or at www.uk.insight.com</div> <div>*E&OE</div>				Order Total:	£173,655.13
				Delivery:	£0.00
				Order Total:	£173,655.13
				VAT at 20%:	£34,731.03
				Grand Total:	£208,386.16

* Bonding Terms & Conditions and fees may apply.

Appendix 3

Change Control Process

Non Applicable

Appendix 4

Implementation Plan

Non Applicable

Appendix 5

Lease and/or Licence to access Premises and Locations

Non Applicable

Appendix 6

Step In Rights

Non Applicable

Appendix 7

Termination Sum

Non Applicable

Appendix 8

TUPE and Staff Transfer

Non Applicable

Appendix 9

Software and EULA

Non Applicable

Appendix 10

Key Performance Indicators

Non Applicable

Appendix 11

Subcontractors

Non Applicable

