**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.**

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| --- | --- |
| **The Authority** | **Department for Business, Energy & Industrial Strategy, 1 Victoria Street, London, SW1H 0ET** |
| **The Supplier** | ***Computacenter (UK) Ltd of Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW, United Kingdom*** |
| **HealthTrust Europe Contract Reference** | **HTE-005704** |

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:
3. The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
4. the Contract Price, as appended at Appendix 2 overleaf; and
5. the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
6. 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:
7. 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.
8. 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.
9. 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.
10. The Commencement Date of the Contract shall be 30/06/2022
11. 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.

1. Data Protection
2. 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.
3. 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.
4. Any delivery dates under this Contract shall be as per the Supplier’s quotation
5. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 48 hours of the date of delivery of the relevant Goods
6. The payment profile for this Contract shall be in accordance with Appendix 2.
7. The Authority may not terminate this Contract without cause.
8. The provision of Services. Not used.
9. New Technologies. Not used.
10. Early Payment Discount. Not used.
11. Training Not used.
12. Use of Subcontractors. Not used.
13. Implementation Phase. Not used.
14. 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. Not used.
15. 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. Not used.
16. 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. Not used.
17. 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. Not used.
18. 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. Not used.
19. Intellectual Property

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.

1. EULA

The terms of Appendix 9 shall apply to the provision of Software, maintenance services and the supply of Goods.

1. The KPI’s and Service Credits applicable to the Contract are detailed in Appendix 10. Not used.
2. 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. Not used.
3. Liability. Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.
4. The Contract Managers at the commencement of this Contract are:

(a) for the Authority: [REDACTED]

(b) for the Supplier: [REDACTED]

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

(a) for the Authority: [REDACTED]

(b) for the Supplier: [REDACTED]

1. 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.
2. The following Appendices are incorporated within this Contract:

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| **Appendix 1** | Authority Specification |
| **Appendix 2** | Contract Price |
| **Appendix 3** | Change Control Process. NOT USED |
| **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. NOT USED. |
| **Appendix 9** | Software and End User License Agreement (EULA) |
| **Appendix 10** | Key Performance Indicators. NOT USED. |
| **Appendix 11** | Subcontractors. NOT USED. |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | [REDACTED] | Signature: | [REDACTED] |
| Position: | [REDACTED] | Date: | [REDACTED] |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | [REDACTED] | Signature | [REDACTED] |
| Position: | [REDACTED] | Date: | [REDACTED] |

**Appendix 1**

**Authority Specification**

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| **License Type** | **Platform** | **Quantity** |
| IBM SPSS Statistics Base Concurrent User License + SW Subscription & Support 12 Months | Analytics - Platform | 7 |
| IBM SPSS Categories Concurrent User License + SW Subscription & Support 12 Months | Analytics - Platform | 3 |
| IBM SPSS Complex Samples Concurrent User License + SW Subscription & Support 12 Months | Analytics - Platform | 3 |
| IBM SPSS Decision Trees Concurrent User License + SW Subscription & Support 12 Months | Analytics - Platform | 3 |
| IBM SPSS Exact Tests Concurrent User License + SW Subscription & Support 12 Months | Analytics - Platform | 3 |
| IBM SPSS Forecasting Concurrent User License + SW Subscription & Support 12 Months | Analytics - Platform | 3 |
| IBM SPSS Missing Values Concurrent User License + SW Subscription & Support 12 Months | Analytics - Platform | 3 |

**To be delivered electronically upon receipt of PO to:** [REDACTED]

**Appendix 2**

**Contract Price**

Payment of £55,643.41 shall be made via BAC’s or other electronic payment method, 30 days from receipt of invoice.

[REDACTED]

**Appendix 9**

**Software and EULA**

Third party software (if any) shall be licensed subject to the third-party licensor’s standard license terms which shall govern the supply, the Customer’s use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract save for the Payment Schedule.

Third party services (if any) shall be supplied subject to the applicable third party’s standard service terms.

The warranty for Goods shall be as per the applicable third-party manufacturer’s standard warranty.