

Order Form

Framework agreement reference:

Date of order	16/02/2022	Order Number	(SBS/16/CR/WAS/9035)
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FROM

Customer	NHS England	"Customer"
Customer's Address	Quarry House, Quarry Hill, Leeds, LS2 7UE	
Invoice Address		
Contact Ref:	Name: [REDACTED] Address: Quarry House, Quarry Hill, Leeds, LS2 7UE e-mail: [REDACTED]	

TO

Supplier	Solcom Limited	"Supplier"
Supplier's Address	79 George Street, Ryde, Isle of Wight. PO33 2JF	
Account Manager	Name: [REDACTED] Address: Solcom House, 79 George Street, Ryde, Isle of Wight, PO33 2JF Phone: [REDACTED] e-mail: [REDACTED] Fax: not applicable	

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company]	Not Applicable
Parent Company address	
Account Manager	Name: Address: Phone: e-mail: Fax:

1. TERM
(1.1) Commencement Date 08/02/2022
(1.2) Expiry Date 31/03/2022

The Contract shall expire on the date which is 1 Months after the Commencement Date

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services

Goods – 96 Blue Box Digital Health Kit, Whzan Subscription 12 months, Annual Sim Card, Scales, Tape Measure(2m), Blood Multi-functional Master SD Biosensor, Test Strips- Glucose(box 50) for SD Biosensor, Test Strips – Lipids (box 10) for SD Biosensor, Lancets & wipes (box 50), Thermometer Caps 1107 (box 300)

Project management of roll-out and deployment of devices to include training. After sales support

The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.

Service Profile - ☐

Maximum Order Value

£ 159,508

Optional Services

Collection recycling and

Not Applicable

Paper catalogue

Not Applicable

Secure Collection

Not Applicable

(2.2) Premises

Delivery sites to be confirmed with the supplier.

(2.3) Lease/ Licenses

Whzan Subscription 12 months, Annual Sim Card

(2.4) Standards

Not applicable

(2.5) Security Requirements

Security Policy

Supplier Information Commissioner registration:
Registration number:

██████████

Additional Security Requirements

not applicable

Processing personal data under or in connection with this contract
YES
(2.6) Exit Plan (where required)
YES – All data to be copied to customer and deleted from Solcom system as per policy.
(2.7) Environmental Plan
NO

3. SUPPLIER SOLUTION
(3.1) Supplier Solution
Not applicable
(3.2) Account structure including Key Personnel
<p>Supplier key personnel:</p> <p>██████████ – Account Manager</p> <p>██████████ – System Construction & Shipping Lead</p> <p>██████████ – Accountants Lead</p> <p>██████████ – Support & Training Manager</p> <p>██████████ – Support & Training</p> <p>ICS Key Personnel:</p> <p>Northampton ICS - TBC</p> <p>Joined up Care Derbyshire ICS - TBC</p> <p>Leicester, Leicestershire & Rutland ICS - TBC</p>
(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods
Not applicable
(3.4) Outline Security Management Plan
As set out below:
Not applicable
(3.5) Relevant Convictions
A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided
(3.6) Implementation Plan
Not applicable

4. PERFORMANCE QUALITY				
(4.1) Key Performance Indicators				
Services and training to be delivered by 31 st March 2022.				
(4.2) Service Levels and Service Credits				
When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:				
Service Level	Description	Service Credit Calculation	Critical Failure	Service
If the level of performance of the Supplier during the Contract Period:				
(i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or				
(ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.				

5. PRICE AND PAYMENT
£159,508.00
(5.2) Invoicing and Payment
NHS England will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NHS England must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for NHS England include: A description of the good/services supplied is included. NHS England's reference number/Purchase Order number is included. The Provider will be expected to submit all invoices via NHS England's e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system. Useful Link at: https://tradeshift.com/supplier/nhs-sbs/



6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements**NHS England's Supplier Code of Conduct****Introduction**

NHS England leads the National Health Service (NHS) in England. We set the priorities and direction of the NHS and encourage and inform the national debate to improve health and care. This Code of Conduct represents the principles that NHS England endorses and expects its partners and suppliers to support and follow and to ensure that their employees, partners and subcontractors will do the same. We want to work with Suppliers who are proud of their reputation for fair dealing and quality delivery and who consider working with NHS England to be reputation enhancing.

Scope

The provisions of this Code of Conduct are intended for third party Suppliers that are under contract to provide goods and/or services to NHS England. NHS England expects its Suppliers to communicate this Code of Conduct to their named subcontractors and employees and ensure that they, in turn, also observe the obligations and expectations outlined below.

Obligations and Expectations

We expect the highest standards of business ethics from Suppliers and their agents in the supply of goods and services funded by the public purse. We expect that Suppliers comply fully with all laws, regulations and standards that are applicable to their business and operations. Suppliers, and their named subcontractors, are also expected to ensure that their suppliers and supply chain also comply with, or observe, the obligations and expectations outlined below, as applicable. In selecting Suppliers, NHS England checks that it is contracting with reputable bodies. These checks are conducted in line with procurement regulations that guarantee fair access to opportunities for all Suppliers and equal treatment during selection processes.

a. Professional behaviour

We expect suppliers to speak out, without fear of consequences, when a project or service is unlikely to succeed because of our behaviours or lack of good governance. For contracts that deliver goods and/or services to users with particular needs, physical or mental, that place them in a vulnerable position, suppliers should ensure that they are treated with dignity and respect. In the spirit of investing in mutually supportive relationships, all parties are expected to be prepared to share intelligence of supply chain risks, so that these can be mitigated.

b. Bribery, corruption and anti-competitive behaviour

Any and all forms of bribery, corruption and extortion are strictly prohibited and may result in immediate contract termination, legal action and any other form of action specified in any contract. Suppliers shall comply with all applicable national and international anti-bribery legislation and standards, including, but not limited to, The Bribery Act 2010. Suppliers shall not offer or provide money or gifts to anyone where it is probable that all or part of the money or gift is being used to influence decisions that may result in a commercial advantage for the Supplier.

c. Environmental

Suppliers, their employees and named subcontractors shall comply with all applicable environmental laws, regulations and standards and shall make all practical efforts to minimise their energy consumption, natural resource use and waste generation.

d. Health and Safety

Suppliers and their named subcontractors shall comply with all applicable laws, regulations and standards relating to health and safety in the workplace or any location other than the workplace where production, manufacture or work is undertaken. Suppliers should demonstrate an active commitment to creating health-improving workplaces that is co-produced with employees and illustrates an active monitoring approach that utilises evidence-based practice for employer-led health improvement. NHS England commits to supporting suppliers in this through sharing our own learning and experiences of monitoring and improving workplace health with our supply chain.

e. Labour Standards and Human Rights

Suppliers and their sub-contractors must comply with all applicable human rights and employment laws in the jurisdictions in which they operate. Suppliers and their named subcontractors shall ensure that slavery, including forced and compulsory (bonded) labour and human trafficking are not present in their business and operations. Suppliers and their sub-

contractors shall comply with the provisions of the Modern Slavery Act 2015. Where Suppliers are required to publish an annual slavery and human trafficking statement, this should be shared this with NHS England.

f. Wages and working hours

Suppliers shall comply with national laws regarding working hours, wages and benefits and shall put mechanisms in place to ensure that their supply chains also comply with relevant national laws. Suppliers are expected to work towards good practice in paying reasonable living wages.

g. Discrimination

The Supplier and their named subcontractors shall not discriminate on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, and sex and sexual orientation. Suppliers should have, or work towards, a published diversity and inclusion policy, an action plan to improve diversity and inclusion in the workplace, and embedded good practice for workplace inclusion across all protected characteristics, including additional ones as articulated in NHS England's Diversity and Inclusion objectives.

h. Generating Social Value

Where feasible, Suppliers and their named subcontractors are expected to increase commercial opportunities for underrepresented supplier groups, especially Small and Medium-sized Enterprises (SMEs) and Voluntary, Community and Social Enterprises (VCSEs) that support health-related objectives. They are also expected to offer work experience and/or opportunities to people with a learning disability, those from vulnerable or disadvantaged groups, and the long-term unemployed, through structured and supported pathways to work opportunities. NHS England commits to sharing with Suppliers learning and experiences of structured pathways to work opportunities to support this action.

i. Innovation and sustainable profit

NHS England expects Suppliers to use recognised industry practices in the delivery of goods and/or services. NHS England expects suppliers to generate sustainable profit which they can invest to support improvements in goods and services for the long term benefits of patients and the health economy. In doing so, Suppliers should continuously look to reduce costs and improve quality throughout the life of a contract with NHS England, which they can evidence through true open book accounting. Where the Supplier becomes aware of alternative, innovative solutions and/or creative approaches that can deliver an improved, quality product or service to NHS England and/or its stakeholders, they should notify NHS England, outlining the anticipated costs and benefits of such solutions.

j. Management of Risk

NHS England tries to ensure that risk is placed with the party best able to manage it. This means requiring prime contractors not to flow risk inappropriately to subcontractors, and not to assert that they can manage risk that is in fact better managed by NHS England. All parties should also be prepared to share intelligence of supply chain risks, so that material commercial and operational risks, for example the impact of losing a key supplier, can be mitigated.

k. Cyber Security

It is essential that Suppliers safeguard the integrity and security of their systems and comply with the relevant government standards and guidance. Suppliers must inform the National Cyber Security Centre if they become aware of any cyber security incident that affects or has the potential to affect NHS England data.

l. Confidentiality

Suppliers are expected to comply with the provisions in their contracts and any legal requirements to protect sensitive information. Suppliers to NHS England may also be party to confidential information that is necessary for them to be effective partners. This information, even if it is not covered by contractual provisions, should be handled with the same care as information of similar sensitivity in the Supplier's own organisation.

m. Conflicts of Interest

NHS England expects Suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with NHS England. A Supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition.

n. Monitoring

Suppliers are expected to have identified, or be working towards identifying, their business' and operations' impacts on the environment, society and economy and to have, or plan to, put systems and processes in place to manage these and report on their progress and provide regular updates and copies of such reports to NHS England when requested. For contracts with duration longer than 12 months, Suppliers are also expected to submit an annual statement to NHS England's Commercial and Procurement Team, signed by their most senior representative (e.g. CEO), that confirms compliance with all applicable environmental and social laws, regulations and standards, explains mitigating action for any breaches, and articulates the way in which the Supplier is supporting the expectations set out in this Code. NHS England reserves the Right to Audit a Supplier to confirm compliance with the obligations of this Code of Conduct and explore the extent to which the Code's expectations are addressed. Any breach of the obligations articulated in this Code of Conduct is considered a material breach of contract by the Supplier.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

DocuSigned by:

Full Name:

Job Title/Role: CEO

Date: 28/2/2022

For and on behalf of the Customer:

DocuSigned by:

Full Name:

Job Title/Role: director of financial control

Date: 28/2/22