



## Provision of Hardware and Software Respiratory Systems

This Contract is made between:

**The Secretary of State for Health and Social Care acting through Public Health England** (including its successors in title), Wellington House, 133-155 Waterloo Road, London, SE1 8UG (**the "Authority"**)

and

**Data Sciences International (DSI)**, US Tax Registration Number 41-1500649 with a registered office address at 119 14th St NW, New Brighton, MN 55112, United States (**the "Contractor"**)

The following is agreed:

1. The Contract is made up of the following documents:

- (a) This Form of Contract for the provision of Provision of Hardware and Software Respiratory Systems;
- (b) The Tender Specification and Supplier's full Tender Response (including the Authority's requirements, Contractor's Quotation and Commercial Schedule as well as any clarifications of the requirements agreed by the Authority as part of the tender process);
- (c) Schedule 1: Optional Provisions, if any;
- (d) Schedule 2: General Terms and Conditions;
- (e) Schedule 3: Information Governance Provisions;
- (f) Schedule 4: Definitions and Interpretations;
- (g) Schedule 5: Installation and Commissioning Services;
- (h) the order in which all subsequent schedules appear, if any;
- (i) any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

(all of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract")



2. Subject always to Clause 1.10 of Schedule 4, if there is an inconsistency between any of the documents listed above, the order of priority for construction purposes shall be that a higher listed document shall prevail over a lower listed document, i.e. document (a) shall prevail over all other documents; document (b) shall prevail over document (c).
3. The Contract will commence on the date the final signature of the parties is added below and the Term of this Contract shall expire 1 year from that date.
4. The Term may be extended by up to a further 12 months, if required in accordance with Clause 15.2 of Schedule 2.

Signature:

[Redacted Signature]

For and on behalf of the Authority

Name:

[Redacted Name]

Job Title:

[Redacted Job Title]

Date:

[Redacted Date]

Signature:

[Redacted Signature]

For and on behalf of the Supplier

Name:

[Redacted Name]

Job Title:

[Redacted Job Title]

Date:

[Redacted Date]

**Schedule 1**

**Optional Provisions**

These optional provisions and Schedules shall only apply to the Contract where they have been checked and any information required is completed.

**1: Installation and Commissioning Services**

The Supplier shall provide the Installation and Commissioning Services in accordance with the terms set out in Schedule 5.

**2: Maintenance Services**

The Supplier shall provide the Maintenance Services in accordance with the terms set out in Schedule 6.

**3: Time of the essence**

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.

**4: Quality assurance standards**

The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods: [insert standards].

**5: Supplier as Data Processor**

The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor in respect of Personal Data Processed under this Contract and that paragraph 2.2 of Schedule 3 and the provisions of the Data Protection Protocol must be complied with by the Parties as a term of this Contract.

**6: Guarantee**

Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Optional Provision shall be an irremediable breach of this Contract.

**7: Purchase Orders**

The Authority shall issue a Purchase Order to the Supplier in respect of any Goods to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.

**8: Termination for convenience**

8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on [one (1)/three (3)/six (6) months'] written notice. [Such notice shall not be served within [one (1)] year of the Commencement Date].

8.2 [Should the Authority terminate this Contract in accordance with Clause 8.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule [insert schedule number].

**9: Right to terminate following a specified number of material breaches**

Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

**Extra Optional Provision**