

SCHEDULE 7B

Order Form for Competed Goods and Services- Mini Competition

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	<i>THE SECRETARY OF STATE FOR THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS 2 Marsham Street, London, SW1P 3EB</i>
The Supplier	<i>Computacenter (UK) Ltd of Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW, United Kingdom</i>
HealthTrust Europe Contract Reference	<i>HTE-005704</i>

The Supplier and the Authority hereby agree as follows:

1. Following the completion of a mini-competition exercise ("**Mini-Competition**"), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
 - (b) the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A, as applicable, 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 **Error! Reference source not found.** 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 **31/03/2024**.
 - 5. The Term of this Contract shall be **19 months, 7 days** from the Commencement Date.
 - 6. Data Protection
 - a. 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.
 - b. 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. Any delivery dates under this Contract shall be as per the Supplier's quotation.
 - 8. The payment profile for this Contract shall be *per Appendix 2, Contract Price*.
 - 9. The Authority may not terminate this Contract without cause.

10. The provision of Services:

(A) [The Services Commencement Date shall be 31/03/2024.

(B) The Long Stop Date for the commencement of provision of the Services shall be 31/03/2024.

- 12 Training/ Support Services/ Help Desk – Not used
- 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 Implementation Plan: The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
- 15 Where applicable, 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.
- 16 Change Control. 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.
- 17 TUPE. Not used.
- 18 Termination Payment. Not used.
- 19 Step In. Not used.
- 20 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. 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. The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9.]
- 21 Key Performance Indicators. Not used.

- 22 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.
- 23 The terms of Appendix 9 shall apply to the provision of Software, maintenance services and the supply of Goods.
- 24 The Contract Managers at the commencement of this Contract are:
- a) for the Authority: [REDACTED]
 - b) for the Supplier: [REDACTED]
- 25 Notices served under this Contract are to be delivered to:
- a) for the Authority: [REDACTED]
[REDACTED]
 - b) for the Supplier: [REDACTED]
[REDACTED]

Appendix 1	Mini-Competition Specification
Appendix 2	Mini-Competition Response Document
Appendix 3	Change Control Process
Appendix 4	Implementation Plan – Not used.
Appendix 5	Locations subject to lease and/or licence – Not used.
Appendix 6	Step In Rights – Not used.
Appendix 7	Termination – Not used.
Appendix 8	TUPE 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:	<div>DocuSigned by:</div> <div>[REDACTED]</div> <div>.....2501B0AE865B4D3.....</div>
Position:	[REDACTED]	Date	30 November 2023 17:50 GMT

Signed by the authorised representative of THE SUPPLIER

Name:	<div>.....</div>	Signature	<div>DocuSigned by:</div> <div>3492F8E4E1FB420.....</div>
Position:	<div>.....</div>	Date	04 December 2023 09:36 PST

Appendix 1

Mini Competition Specification



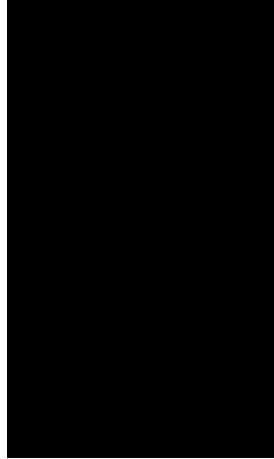
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Appendix 2

Mini Competition Response Document

The Supplier shall submit invoices directly to the billing address as per the Authority's order.

The Supplier shall invoice the Authority for Goods on despatch and for Services as per Supplier's quotation Payment shall be made by BACs or other electronic payment , 30 days from receipt of invoice.



Appendix 3

Change Control Process

The Parties shall deal with Contract Change as follows:

- a. Either Party may request a Contract Change which they shall initiate by issuing a Contract Change Note (CCN).
- b. unless this Agreement otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change before the Contract Change can be either approved or implemented.
- c. the Authority shall have the right to request amendments to a Change Request,
- d. Approve it or reject it in the manner.
- e. save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed.

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 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.

Appendix 10

Key Performance Indicators

Not used.

Appendix 11

Subcontractors

Not used.