

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	<i>Public Health England, an Executive Agency of the Department of Health and having its offices at Wellington House, 133-155 Waterloo Road, London SE1 8UG</i>
The Supplier	<i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i>
HealthTrust Europe Contract Reference	HTE-005705

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 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 17th February 2021.

5. The Term of this Contract shall be one 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 one year in total.

6. **Data Protection**

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.

7. The Supplier shall use reasonable endeavours to deliver the Goods and/or Services under this agreement by the agreed delivery date. Dates and times for delivery or performance by Supplier are estimates and time shall not be of the essence.

8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 3 months of the date of delivery of the relevant Goods.

9. The payment profile for this Contract shall be; The Supplier shall be paid by the Authority on two parts (1) on successful delivery and invoicing of hardware and (2) on successful completion of installation.
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 next financial year 21/22 and this to be mutually agreed between both parties
 - (B) The Long Stop Date for the commencement of provision of the Services shall be Dec 2021.
 - (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:
 - (i) PHE Colindale, NW9 5EQ
 - (ii) Porton Down, SP4 0JG (iii) Didcot, OX11 0RQ

12 Training/ Support Services/ Help Desk

The Supplier shall as soon as reasonably practicable after delivery of the Goods to the Authority, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods the Authority. The Supplier shall provide as much training and support to the Authority as the Authority may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier. The Supplier shall at its own expense provide the Authority with copies of all training materials and resources, such materials to include a suitable "train the trainer" programme with sufficient detail to enable trained clinical staff to train others.

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.

- (A) The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
- (B) 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.
- (C) 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.
- (D) 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.
- (E) 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.
- (F) 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.
- (G) 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.
- (H) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
- (I) [The KPI's and Service Credits applicable to the Contract are detailed in Appendix

10.1

- (J) 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.

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

(a) for the Authority: [REDACTED]
[REDACTED]

1.1 (b) for the Supplier: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]

Notices served under this Contract are to be delivered to:

(a) for the Authority: [REDACTED]
[REDACTED]

(b) [REDACTED]
[REDACTED]
[REDACTED] | [REDACTED] |
[REDACTED]




- 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.

3. 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

Name:		Signature:	
Position:			

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:	Public Sector Business Development Director		Feb 24, 2021

Appendix 1

Please refer to Insight proposal below for Authority Specification



Insight Proposal -
PHE Management Pr

Appendix 2

Please refer to Insight proposal below for breakdown of Contract Price



Insight Proposal -
PHE Management Pr

Overall Pricing Summary

Item	Description	Total
1	Datacenter Expert Licensing and Support – Overall for 3 main sites	
2	Collindale Avenue – CEF Room	
3	Collindale Avenue – 2A22 Room	
4	Porton Down – UPS and Cooling FSR Attendance	
5	Didcot – Room BG.01	
6	Didcot – Room CG-22	
Total		£62,679.00

Appendix 3

Change Control Process

Appendix 4

For Implementation Plan, please refer to Appendix 1 for detail

Appendix 5

Please refer to Appendix 1 for Licence to access Premises and Locations

Appendix 6

Step In Rights *n/a*

Appendix 7

Not Applicable

Appendix 8

Staff Transfer

Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (December 2016) is incorporated into this Order Form. Where any term used is not defined within the Call-off Terms and Conditions, such term shall have the meaning given within such Schedule 7.

The following parts of Schedule 7 shall not be used for the purposes of this Order Form [delete as necessary]:

- Part A- No staff transfer to the Supplier under TUPE
- Part B- Staff transfer from the Authority under TUPE; Not used
- Part C- Staff transfer from a current provider under TUPE; Not used

Part D

TUPE not applicable to the contract

Appendix 9

Please refer to Appendix 1 for Software and EULA

[Appendix 10]

Key Performance Indicators

- I. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in Appendix 1.
- II. The Supplier is required to manage and provide the Services in such a way as to meet the proposal.
- III. The Supplier shall monitor its performance against the proposal and shall send the Authority a monthly/ quarterly report detailing the achieved milestones in a form of documentation or a format to be mutually agreed.

Appendix 11

Subcontractors

On365, Weldon Road, Loughborough, Leicestershire, LE11 5RN

Schneider Electric, Sir William Lyons Road, Coventry CV4 7EZ

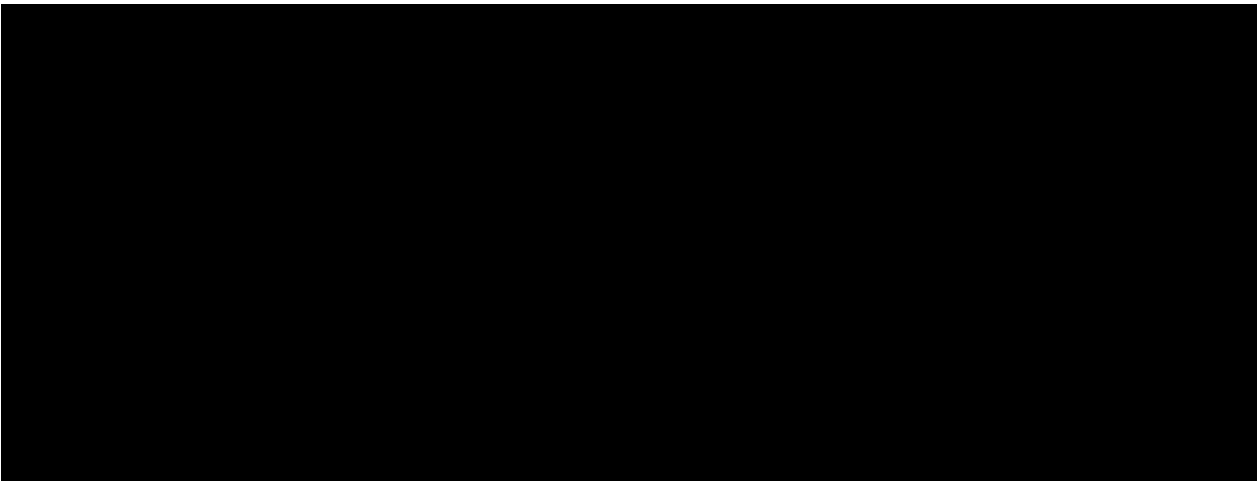
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Final Audit Report

2021-02-24

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