

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>Department for Environment Food and Rural Affairs</i> <i>1st Floor, Seacole Block, 2 Marsham Street, London, SW1P 4DF</i>
The Supplier	<i>Insight Direct (UK) Ltd</i> [REDACTED] [REDACTED]
HealthTrust Europe Contract Reference	[REDACTED]
Insight Legal Workflow Ref:	[REDACTED]

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 01/08/2023

5. The Term of this Contract shall be 01/08/2023 - 31/07/2024 [REDACTED]
[REDACTED]
[REDACTED]

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.
- 6.2 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. 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 of the Call-Off Terms and Conditions.
- 8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within [insert time period during which any inspection must be carried out] of the date of delivery of the relevant Goods. Not applicable
- 9. The payment profile for this Contract shall be payment in full on receipt of invoice.

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.

15 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) The standard NHS drafting is that TUPE will not apply.
- (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.
- (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]

(b) for the Supplier:

[REDACTED]
[REDACTED]

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

(a) for the Authority:

[REDACTED]
[REDACTED]

(b) for the Supplier:

[REDACTED]
[REDACTED]

3. 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.

4. The following Appendices are incorporated within this Contract:

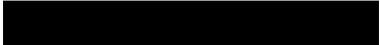
Appendix 1	Authority Specification
Appendix 2	Contract Price

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 – not applicable
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors

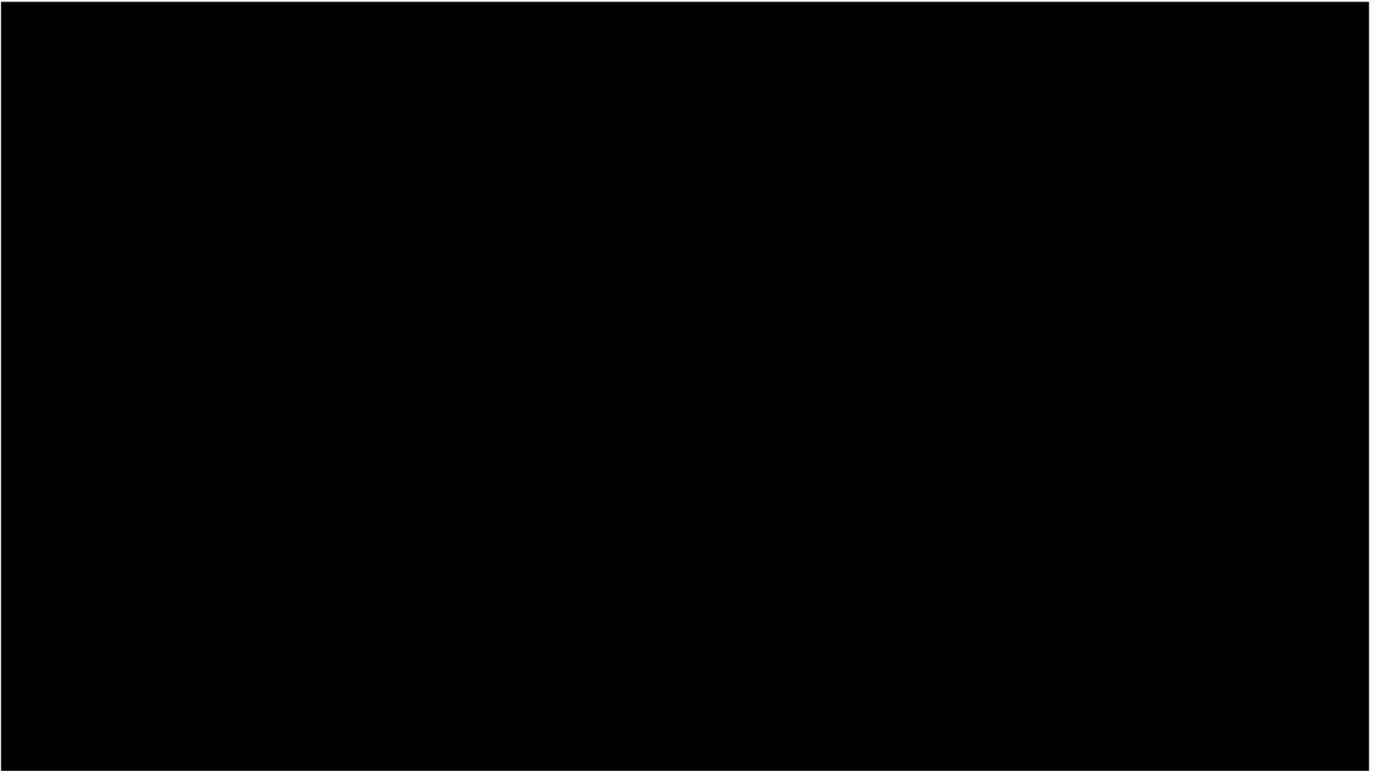
Signed by the authorised representative of THE AUTHORITY

Name:		Authority Signature:	
Position:			

Signed by the authorised representative of THE SUPPLIER

Name:		Supplier Signature	
Position:			

Appendix 1



Insight NetAPP quotation



Insight Cisco Quotation



Appendix 2

Contract Price

Total	£264,562.56

Excluding VAT

Payment Milestone -



Appendix 3

Change Control Process – standard framework terms

Appendix 4

Implementation Plan see Appendix 1 - Authority Specification

Appendix 5

Lease and/or Licence to access Premises and Locations – standard framework terms

Appendix 6

Step In Rights – standard framework terms

Appendix 7

Termination Sum – standard framework terms

Appendix 8

Staff Transfer – not applicable

Appendix 9

Software and EULA – not applicable

Appendix 10



Appendix 11

Subcontractors – not applicable