

## Order Form

### Framework agreement reference:

<b>Date of order</b>	<input type="checkbox"/> ]	<b>Order Number</b>	<b>FRM00128959 V2</b> To be quoted on all correspondence relating to this Order
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#### FROM

<b>Customer</b>	<b>UK Health Security Agency (UKHSA) "Customer"</b>
<b>Customer's Address</b>	<b>Manor Farm Road, Porton Down, Salisbury, SP4 0JG</b>
<b>Invoice Address</b>	<b>Manor Farm Road, Porton Down, Salisbury, SP4 0JG</b>
<b>Contact Ref:</b>	<b>Name:</b> [REDACTED] <b>Address:</b> Manor Farm Road, Porton Down, Salisbury, SP4 0JG <b>Phone:</b> 020 71231320 <b>email:</b> [REDACTED]

#### TO

<b>Supplier</b>	<b>Softcat PLC</b>	<b>"Supplier"</b>
<b>Supplier's Address</b>	<b>Fieldhouse Lane, Marlow, SL7 1LW</b>	
<b>Account Manager</b>	<b>Name:</b> [REDACTED] <b>Address:</b> Fieldhouse Lane, Marlow, SL7 1LW <b>Phone:</b> 0161 272 3158 <b>email:</b> [REDACTED]	

#### GUARANTEE

<b>Guarantee to be provided</b>	<b>No</b>
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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:

<b>[Parent Company]</b>	<b><input type="checkbox"/>    ]</b>	<b>"Guarantor"</b>
<b>Parent Company address</b>	<b><input type="checkbox"/>    ]</b>	
<b>Account Manager</b>	<b>Name:</b> <input type="checkbox"/> ] <b>Address:</b> <input type="checkbox"/> ] <b>Phone:</b> <input type="checkbox"/> ] <b>email:</b> <input type="checkbox"/> ] <b>Fax:</b> <input type="checkbox"/> ]	

<b>1. TERM</b>
<b>(1.1) Commencement Date</b>  21/06/2025
<b>(1.2) Expiry Date</b>  The Contract shall expire on the date which is 36 Months after the Commencement Date <b>[Guidance:</b>

<i>Customer to determine</i> .
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## 2. GOODS AND SERVICES REQUIREMENTS

### (2.1) Goods and/or Services

The Goods and/or Services to be provided are detailed in Appendix 1.

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

Minimum Order Value

### Optional Services

Collection  
recycling

and

Paper catalogue

Secure Collection

### (2.2) Premises

N/A – Goods and/or Services being delivered electronically/remotely.

### (2.3) Lease/ Licenses

N/A - Goods and/or Services being delivered electronically/remotely

### (2.4) Standards

No additional standards are required.

### (2.5) Security Requirements

#### Security Policy

Not Required.

#### Additional Security Requirements

Not Required.

#### Processing personal data under or in connection with this contract

The Parties acknowledge that there is no intention for the Supplier to process any Personal Data under this Contract for the purpose of providing the deliverables.

Notwithstanding the above, it is acknowledged that the Customer and the Supplier shall both act as independent Controllers of the relevant contact details for the other Party, to the extent necessary to maintain the commercial relationship.

Unless Sharegate receives prior written consent from UKSHA, they will not access, process or otherwise use customer data other than as necessary to facilitate use of the software by UKSHA.

The applicable security requirements and commitments are detailed in the Sharegate End User License, Maintenance and Support Agreement, provided at Appendix 3 of the Order Form.

**(2.6) Exit Plan (where required)**

Not Required.

**(2.7) Environmental Plan**

N/A – Goods and/or Services are being delivered electronically.

**3. SUPPLIER SOLUTION**

**(3.1) Supplier Solution**

This includes the Goods and/or Services detailed at Appendix 1.

**(3.2) Account structure including Key Personnel**

Supplier: Andrew Smith  
Key Personnel: N/A

**(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods**

Sharegate

**(3.4) Outline Security Management Plan**

N/A

<b>(3.5) Relevant Convictions</b>
None.
<b>(3.6) Implementation Plan</b>
N/A - Renewal

<b>4. PERFORMANCE QUALITY</b>
<b>(4.1) Key Performance Indicators</b>
N/A
<b>(4.2) Service Levels and Service Credits</b>
N/A

<b>5. PRICE AND PAYMENT</b>
<b>(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))</b>
The total Contract Price is £ [REDACTED]
A breakdown of the Contract Price is provided at Appendix 2.
Payments are to be made annually in advance.
Method of payment is BACS.

**(6.1) Supplemental requirements**

This Contract is subject to the incorporated Sharegate Terms provided at Appendix 3.

**For and on behalf of the Supplier:**

[REDACTED]

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Appendix 1Goods and/or Services

Quote Subject: Sharegate Renewal

Quantity	Description	Unit Price	Total Price
1	Renewal Due: 21.06.2025 3 Year Option ShareGate Professional (5) Licence 3 Years Renewal (ESD) (Non-cancellable/returnable) by ShareGate (SHG-P-R-239-S-36)		

## Please note:

- Prices exclude VAT
- Quotes valid for calendar month unless otherwise stated, or exchange rate dependent
- Errors and omissions excepted
- Unless otherwise agreed between the parties, all orders are subject to Softcat's standard T&Cs (available via the [link below](#)) and the licence agreements relating to any software (available on request)

Appendix 2Charges Schedule

Quote Subject: Sharegate Renewal			
Quantity	Description	Unit Price	Total Price
1	Renewal Due: 21.06.2025 3 Year Option ShareGate Professional (5) Licence 3 Years Renewal (ESD) (Non-cancellable/returnable) by ShareGate (SHG-P-R-239-S-36)		
<b>Please note:</b> <ul style="list-style-type: none"><li>- Prices exclude VAT</li><li>- Quotes valid for calendar month unless otherwise stated, or exchange rate dependent</li><li>- Errors and omissions excepted</li><li>- Unless otherwise agreed between the parties, all orders are subject to Softcat's standard T&amp;Cs (available via the link below) and the licence agreements relating to any software (available on request)</li></ul>			

All fees listed are for a 3-year term billed upfront.

The Customer agrees that all Goods and/or Services ordered under this agreement are non-returnable and non-cancellable. No refunds, exchanges, or cancellations will be accepted.

Appendix 3

ShareGate Terms

The Customer acknowledges that their acceptance of Sharegate's EULA linked below is a condition of the sale of the Software by the Supplier:

[Sharegate EndUserLicenseMaintenanceSupportAgreement 8-12-2016 ONLINE.pdf](#)