

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: [REDACTED]) dated 27th September 2019.

The Authority	<i>NHS Midlands & Lancashire CSU</i>
The Supplier	<i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i>
HealthTrust Europe Contract Reference	[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 **22 February 2022**.
- 5. The Term of this Contract shall be **three (3)** years 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 **5** years in total.
- 6. The payment profile for this Contract shall be monthly in arrears.
- 7. 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 1 year of the Commencement Date.

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

- (a) for the Authority:

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- (b) for the Supplier:

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

- (a) for the Authority:

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(b) for the Supplier:

- 1.1 [REDACTED]
- 1.2 **Insight Direct (UK) Ltd, 5th Floor, Metro Building, Trafford Road,
Salford Quays,
Manchester, M5 3NN**

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

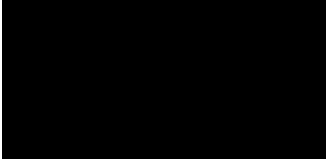
Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]		22 February 2022

Signed by the authorised representative of THE SUPPLIER

Name:	[REDACTED]	Signature	[REDACTED]
Position:	[REDACTED] [REDACTED]		22 February 2022

Appendix 1
Authority Specification



Appendix 2

Contract Price

£99827.52 ex vat