

Schedule 7A

**Order Form for Standard Services – Direct Award**

**Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: HTE-011008 dated 2<sup>nd</sup> January 2024).**

<b>The Authority</b>	<b><i>NHS South, Central and West Commissioning Support Unit Omega House, Eastleigh, SO50 5PB</i></b>
<b>The Supplier</b>	<b><i>Softcat Plc of Solar House, Fieldhouse Lane, Marlow, Bucks, SL7 1LW</i></b>
<b>HealthTrust Europe Contract Reference</b>	<b><i>HTE - 011008</i></b>

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated **2<sup>nd</sup> January 2024** (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;
  - (c) End-User Software Licence Agreement (Allocate Software Standard Terms) as appended at Appendix 3 overleaf;
  - (d) the Key Performance Indicators, as appended at Appendix 4 overleaf; and
  - (e) 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 these Call-off Terms and Conditions 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) 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.
  - (b) 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.

## **Annex 1 - Standard Terms**

### **1 Commencement Date and Term**

1.1 The Commencement Date of this Contract shall be **25 April 2025**.

1.2 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 these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than **one year** in total.

### **2 Data Protection**

This Clause 2 only applies if this box is checked ☒

2.1 The Authority and the Supplier acknowledge and agree that it is their responsibility to carry out a data protection impact assessment (“**DPIA**”) in accordance with the Data Protection Legislation and provided the DPIA confirms that the Supplier’s systems and processes adequately provide the necessary guarantees to implement appropriate technical and organisational measures to comply with the Data Protection Legislation, they shall enter into the relevant data protection agreement.

2.2 The parties further acknowledge and agree that HealthTrust Europe will not be involved in or be responsible for the conduct of DPIAs and the supply of any data protection agreements (including a data protection protocol) required for Processing Personal Data under the Contract. For the avoidance of doubt, HealthTrust Europe accepts no responsibility in relation to any issues or claims related to the Processing of Personal Data by the Supplier for the Authority in pursuance of the Contract.

2.3 The Parties warrant that they have read, understood, and agree to the data protection provisions set out in Schedule 3 (Information and Data Provisions) of the Call Off Terms and Conditions.

2.4 The parties agree to comply with the Data Protection Protocol set out within Appendix 7.

### **3 Payment Terms**

3.1 The payment profile for this Contract shall be as detailed in Appendix 2.

### **4 Termination**

4.1 The Participating Authority may terminate this Contract forthwith by notice to the Supplier at any time on three (3) months’ written notice. Such notice shall not be served within one year of the Commencement Date.

## **5 Locations – Not applicable**

## **6 Use of Subcontractors**

This Clause 6 only applies if this box is checked ☒

6.1 The Participating Authority grants permission for the Supplier to Sub-contract any of its obligations under this Framework Agreement. This shall not impose any duty on the Participating 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.

6.2 Where the Supplier sub-contracts the provision of any Goods and/or Services in pursuance of its contractual obligations under this Contract, the Supplier warrants and represents to the Participating Authority and to HealthTrust Europe that in addition to all other requirements related to subcontracting stated within the Framework Agreement, it shall remain the single point of contact and be responsible to HealthTrust Europe and the Participating Authority for all acts or omissions of the Sub-contractor or substitute Sub-contractor as though they were the Supplier's own acts or omissions for all elements of any Solution, including but not limited to Software and Equipment; and it shall ensure and shall procure that its Sub-contractor(s) will deliver the Goods and/or Services in accordance with the terms of the Contract and in so doing, the Supplier shall:

- 6.2.1 strict adherence to all KPI's and performance standards of the Contract and to all elements of the Specification;
- 6.2.2 immediately inform HealthTrust Europe and the Participating Authority in the event a Sub-Contractor fails, or becomes unable to meet any element of the Specification;
- 6.2.3 provide a list of all Sub-Contractors appointed at the Commencement Date as an annex to the Contract in the format set out below at Appendix 5 (Subcontractors);
- 6.2.4 seek the prior written approval of the Participating Authority by following the Change Control Process if at any time during the Term the need arises to replace a Sub-Contractor listed in Appendix 5 (Subcontractors), or to appoint a new Sub-Contractor.

6.3 The Supplier acknowledges and agrees that any proposed amendment to Appendix 5 (Sub-contractors) shall be reserved as a right to the Participating Authority to: (i) consider any such amendment as a material variation of the Contract; (ii) reject the proposed change of Sub-Contractor; (iii) not accept Goods and/or Services from the any proposed new subcontractor; (iv) consider its option to re-tender for its requirements; and (v) without prejudice to any other rights reserved under the Contract terminate the Contract.

6.4 The Supplier undertakes, warrants, and agrees that in order to meet its obligations under this Framework Agreement, it shall enter into contracts with its Sub-contractors that mirror the terms and conditions essential to perform the whole or the part(s) of its

obligations which form the basis of the sub-contract. In any event, the Supplier shall ensure and shall procure that, as a minimum, its Sub-contractor will:

- 6.4.1 perform its obligations in accordance with the terms and conditions identical to those contained in the relevant contract with the Participating Authority;
- 6.4.2 acquire and maintain the same types and levels of insurance that will cover the risks required for performing under the relevant Contract;
- 6.4.3 where there will be Processing of Personal Data, the Supplier and the Sub-contractor will first conduct a data protection impact assessment (DPIA) on the operations of the Sub-contractor to ensure it has in place the appropriate security, technical and organisational measures to address the risks and ensure protection of personal data which demonstrate compliance with the data protection laws; and
- 6.4.4 cooperate fully in any audit or investigation undertaken by HealthTrust Europe or the Participating Authority in accordance with the call-off contract and the Framework Agreement.

6.5 In addition to all other rights reserved by HealthTrust Europe under the Framework Agreement, HealthTrust Europe hereby also reserves the right to conduct audits to: (i) ensure DPIAs are undertaken; (ii) review the due diligence process undertaken by the Supplier in relation to appointing Sub-contractors; and (iii) all other sub-contracting processes or changes thereto are compliantly undertaken. In this regard, the Supplier acknowledges and agrees that to ensure adherence to the terms and conditions of the Framework Agreement and any call-off contracts, it shall cooperate fully and procure that its Sub-contractor will cooperate fully in any such audits. Such audits will be conducted by HealthTrust Europe or its nominated agent(s), as and when deemed necessary, in the reasonable opinion of HealthTrust Europe, but in any event no more than once in a twelve (12) month period.

6.6 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 for which each Sub-contractor will be responsible are also detailed in Appendix 5 (Subcontractors).

## **7 Contract Management**

The Contract Managers at the commencement of this Contract are:

7.1 For the Participating Authority: [REDACTED], Head of Human Resources Operations

7.2 For the Supplier: [REDACTED], Partner Alliance Manager

## **8 Notices**

Notices served under this Contract are to be delivered to:

(a) For the Participating Authority: [REDACTED], Head of Human Resources Operations,  
[REDACTED]@nhs.net

(b) For the Supplier: [REDACTED], Partner Alliance Manager, [SPT@softcat.com](mailto:SPT@softcat.com)

9 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.

10 The following Annexes are incorporated within this Contract:

<b>Annex 1</b>	Standard Terms
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11 The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification (Services)
<b>Appendix 2</b>	Contract Price
<b>Appendix 3</b>	Software and End User License Agreement (EULA)
<b>Appendix 4</b>	Key Performance Indicators
<b>Appendix 5</b>	Subcontractors
<b>Appendix 6</b>	Intellectual Property
<b>Appendix 7</b>	Data Protection Protocol Form

**Signed by the authorised representative of THE PARTICIPATING AUTHORITY**

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	Director of People	Date:	25.04.25

**AND**

**Signed by the authorised representative of THE SUPPLIER**

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	Partner Alliance Internal Account Manager	Date:	25/04/2025

## **Appendix 1**

### **Authority Specification (Services)**

<b>Service / Product</b>	<b>Quantity</b>	<b>Start Date</b>	<b>End Date</b>
Assure HRCASE	For a maximum of 10 case types and 2,200 transactions per annum	25/04/2025	24/04/2026
Assure HRCASE – Implementation Services (Setup)	1	25/04/2025	24/04/2026

As the Authority will receive the benefit of the Supplier's standard SaaS solution(s) it provides to multiple customers, the parties agree that:

- (a) the Software and End User License Agreement (EULA) terms set out at Appendix 3 of this Order Form apply to the Services;
- (b) the Services will not be subject to acceptance testing (except as set out in clause 1.10 of Part C (Service Level Agreement) in End-User Software Licence Agreement in Appendix 3); and
- (c) the Supplier is not required to enter into an escrow agreement for the source code to the software, the Authority data hosted by or on behalf of the Supplier or the configuration of the software.

## **Appendix 2**

### **Contract Price**

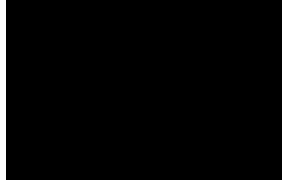
Notwithstanding the Call-off Terms and Conditions, the Supplier shall invoice in advance for each payment period set out in the table below (even if such period is in advance of the Actual Services Commencement Date). The Authority shall pay each invoice within 30 days from the date of the invoice. All prices stated are excluding VAT.

#### **PAYMENT SCHEDULE**

<b>Service / Product</b>	<b>Year 1 (£)</b>	<b>Total Charges (£)</b>
	<b>25/04/2025</b>	
Assure HRCASE	████	████
Assure HRCASE – Implementation Services (Setup)	████	████
<b>Total Charges (£)</b>	<b>25,916</b>	<b>25,916</b>

### Appendix 3

#### **Software and End-User Licence Agreement (EULA) (Allocate Software Standard Terms)**





#### **Appendix 4**

##### **Key Performance Indicators (KPIs)**

The Key Performance Indicators in respect of the Services are set out in Part C (Service Level Agreement) of Allocate Software Standard Terms in Appendix 3.

This Appendix 4 will apply in place of Exhibit A of Schedule 1 of the Call-off Terms and Conditions.

## Appendix 5

### Subcontractors

#### Annex A

##### List of Sub-Contractors

In exercise of its right under Clause 28.1 of Schedule 2 (General Terms and Conditions of these Call-off Contract), the Participating Authority hereby authorises the appointment by the Supplier of the following Sub-Contractors for the purpose of this Contract:

The Participating Authority consents to Allocate Software Limited providing 100% of the Services on behalf of the Supplier.

The Participating Authority consents to Allocate Software Limited using the following sub-processors in the provision of the Services:

Sub-contractor	Location	Purpose
	United Kingdom	Cloud Hosting
	North Macedonia	Support

## **Appendix 6**

### **Intellectual Property**

This Appendix 6 will apply in place of clause 11.2 of Schedule 2 of the Call-Off Terms and Conditions. As the Authority will receive the benefit of the Supplier's standard SaaS solution(s) it provides to multiple customers, the Supplier grants a licence on the following basis:

- (a) Subject to the restrictions set out in this Appendix 6, the Supplier hereby grants to the Authority a non-exclusive, non-transferable, non-sublicensable right to use the Services for the Term solely for the Authority's internal business purposes.
- (b) The Authority must not attempt to copy, modify, enhance, duplicate, adapt, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means.
- (c) The Authority acknowledges that the Supplier and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated in this Appendix 6, this Contract does not grant the Authority any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licence in respect of the Services.

## Appendix 7

### Data Protection Protocol Form

#### Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	The provision of Services to the Authority that involves the Processing of Personal Data.
Duration of the Processing	Personal Data will be Processed until the later of (i) expiry or termination of the Contract or (ii) the date upon which Processing is no longer necessary for the purposes of compliance with the Contract.
Nature and purposes of the Processing	Personal Data will be Processed for the purposes of providing the Services set out, as further instructed by the Authority in its use of the Services, and otherwise agreed in the Contract. Personal Data will be subject to Processing activities as may be specified in the Contract.
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	Following termination or expiration of the Contract, the Supplier will return all Personal Data and delete all copies, including back-ups (upon written request, a deletion certificate will be made available to the Authority upon deletion) pursuant to this Contract and Data Protection Legislation.