

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	The Secretary of State for Health & Social Care acting as part of the Crown for the Department of Health & Social Care Victoria Street Westminster London SW1H 0EU 0207 972 3350 39
The Supplier	Computacenter (UK) Ltd of Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW, United Kingdom
HealthTrust Europe Contract Reference	HTE-005704

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 the same as the date of contract signature.
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] – NOT APPLICABLE**

7. Delivery dates under this Contract shall be as per the Supplier's quotation
8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the goods at point of use. Any laptops not fit for purpose in accordance with the definition of Fitness for Purpose at Ref 2 of Appendix 10 "key Performance Indicators" will be logged and subject to third party warranty.
9. The payment profile for this Contract shall be as per Appendix 2, Contract Price.
10. The Authority may not terminate this Contract without cause.
11. The provision of Services

- (A) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:

The Department of Health & Social Care
39 Victoria Street
Westminster
London
SW1H 0EU

12. New Technologies - **NOT USED**

During the Term, if any new product or new technology related to the Goods (each a "**New Technology Product**") becomes available from the Supplier or any other supplier, and will replace existing Goods pursuant to the Call off Contract for whatever reason, the Supplier shall not be permitted to increase the Contract Price in respect of such product(s). However, in the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the call-off Contract with a New Technology Product (i.e. such replacement is not obligatory), the Supplier has the right to increase the Contract Price to reflect that the Participating Authorities have opted to purchase the New Technology Product(s) provided always that such replacement produce and increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Authority and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework Agreement) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).

- 12.1 The Supplier shall notify the Authority and the Participating Authorities in writing of such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.

- 12.2 During the Term, if the Authority is notified of a New Technology Product pursuant to Clause 16.2 the Authority may request and the Supplier shall agree to supply the New Technology Product solely to the Participating Authority for a period of [insert number] months, prior to such New Technology Product being made available for purchase through commercial/public release.

13 Early Payment Discount – **NOT USED**

If the Authority pays the Supplier's invoice in less than the specified 30-day period, the Authority shall be entitled to an early payment discount of 10% of the value of that month's invoice. The Supplier shall, in the subsequent month's invoice for the Goods, credit the Authority with the early payment discount achieved by the Authority in the preceding month.

14 Training/ Support Services/ Help Desk – NOT USED

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.

15 Use of Sub-contractors – NOT USED

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.]

16. Change Control – Not Used

17. TUPE – Not Used

18. Termination Payment – Not Used

19. Step In – Not Used

20. Intellectual Property. 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. 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. The end user license agreement (EULA) applicable to the relevant Software Product is as stipulated by the Manufacturer of that Product.

21. Key Performance Indicators as defined in Appendix 10.

22. Liability. Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges

23. The terms of Appendix 9 shall apply to the provision of Software, maintenance services and the supply of Goods.

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

(a) for the Authority:

[REDACTED]

[REDACTED]

Digital, Data and Technology

Department of Health & Social Care

(b) for the Supplier:

[REDACTED]

25 Notices served under this Contract are to be delivered to:

(a) for the Authority:

[REDACTED]

[REDACTED]

[REDACTED]

Department of Health & Social Care

(b) for the Supplier:

[REDACTED]

[REDACTED]

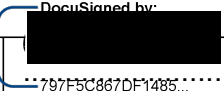
Computacenter (UK) Ltd
Hatfield Avenue
Hatfield
AL10 9TW

26 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.


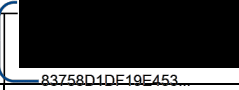
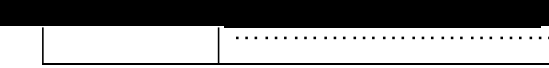
27 The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process – NOT APPLICABLE
Appendix 4	Implementation Plan – NOT APPLICABLE
Appendix 5	Lease and/or Licence to access Premises and Locations – NOT APPLICABLE
Appendix 6	Step In Rights – NOT APPLICABLE
Appendix 7	Termination Sum – NOT APPLICABLE
Appendix 8	Staff Transfer – NOT APPLICABLE
Appendix 9	Software and End User License Agreement (EULA)] – NOT APPLICABLE
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors

Signed by the authorised representative of THE AUTHORITY

Name:	Owen Davies	Signature:	 797F5C867DF1485...
Position:	Commercial Lead		16 March 2023 12:24 GMT

Signed by the authorised representative of THE SUPPLIER

	Signature	 83758D1DE19E453...
		15 March 2023 11:58 GMT


Appendix 1

Authority Specification

- Intel Core i5-1135G7 Processor (4C, 2.40GHz, up to 4.20GHz with Turbo Boost, 8MB Cache) non-vPro, TurboBoost
- Intel SoC with 11th Gen Tiger Lake processors, discrete dTPM 2.0 enabled
- 13.3" WUXGA (1920x1200) IPS Anti-Glare 300nits Non-Touch 72%NTSC
- 16GB LPDDR4X 4266MHz Onboard
- 256 GB SSD, M.2 2280, PCIe NVMe, OPAL capable, TLC
- Intel Wi-Fi 6 AX201 2x2 AX & Bluetooth 5.1 or above
- WWAN ready (4G LTE WWAN antenna, no WWAN card*, no SIM card) *WWAN card can be installed as an option at later date if required
- Integrated Iris Xe Graphics
- IR + FHD Camera with Array Microphone and ThinkShutter
- No Smart Card Reader
- Fingerprint Reader, No NFC
- Keyboard Black - English (UK)
- 4 Cell Li-Polymer Battery, 54.7Wh
- 65W AC Adapter PCC (USB Type C) – UK Power Plug
- OS – Windows 10 Pro 64 preinstalled through downgrade rights in Windows 11 Pro 64-bit (English)
- Warranty - 3 year on-site next business day response with premier support including
 - 3 year KYD (battery 1 year replacement); KYD = Keep Your Drive
 - RJ45 Extension Connector in the box with Laptop

Appendix 2

Contract Price

Computacenter Quotation									
		<div>Computacenter (UK) Ltd Hatfield Avenue Hatfield AL10 9TW 01707 631000 www.computacenter.com</div>							
Date: 06/02/2023		Quotation Number: 8537948/2		From: [REDACTED]					
FAO: [REDACTED]		Valid Until: 28/02/2023		Email: [REDACTED]					
Email: [REDACTED]		Account: Department of Health & Social Care		Tel No: [REDACTED]					
Tel No: [REDACTED]		Account Number: 81073659		Fax No: [REDACTED]					
Your Ref:									
Laptop Quote									
Line	Product	Our Part Number	Manufacturer Part Number	Qty	Unit Price	Total	Current Stock	This line valid to:	
1	:DOH:Lenovo TPX13 Gen2 i15 16/256non-touc	4459960	20WLSB7100	500	[REDACTED]	[REDACTED]	0	28/02/2023	
2	UK Standard Delivery	704829	Delivery	1	[REDACTED]	[REDACTED]		28/02/2023	
Quote Total						[REDACTED]			
VAT						[REDACTED]			
Total incl. VAT						495,156.00			
Currency: GBP									
WHEN ORDERING, PLEASE DETAIL THE QUOTATION REFERENCE SHOWN ABOVE ON YOUR PURCHASE ORDER, THANK YOU.									
<p><u>Please note:</u> Standard Computacenter terms & conditions apply unless you purchase through a separate framework agreement. If you wish to place an order, please ensure Computacenter stock code references are quoted at all times. Please be aware that availability of product and services can change on a daily basis. Computacenter reserve the right to re-price if relative exchange rates fluctuate or if the scope of any services quoted for change in any way, all charges quoted are dependent on time/date of booking. Please note that Computacenter may reserve the right to apply cancellation charges.</p> <p>Prior to signing any Proof of Delivery (POD) it is the customer's responsibility to ensure that all packages/pallets are counted and presented in good condition when delivered. This is accepted through signature of POD. Please make note of any discrepancies or issues on the POD and contact your Account team regarding this discrepancy within 3 days of delivery. Discrepancies escalated beyond 3 days or not stated on the POD will result in the Account Team being unable to process any claim for shortage or damage. DOA/Electronically faulty units must be reported within 14 days of delivery.</p> <p>E&OE.</p>									

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 the below table.
- II. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs.

Ref	Service Level	Description	Quarterly Target	Measurement

