

AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

AWARD LETTER

For the attention of:	
Supplier name:	Posturite Limited
Registered company number:	02574809
Supplier address:	The Mill, Berwick, East Sussex, BN26 6SZ
By email to email address:	
Your reference:	N/A
Our reference:	C59336
Award of agreement for the supply of:	Workplace reasonable adjustment furniture, associated equipment and assistive software & EvacChair training
Customer:	Health and Social Care Information Centre (known as NHS Digital)

This Award Letter and its Annex(es) set out the terms of the Agreement between the Health and Social Care Information Centre (known as NHS Digital) as the 'Customer' and the Supplier for the provision of the Goods and Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter, the Annex 1 Conditions and Annexes 2 and 3, the following order of precedence shall apply:

- 1) Award Letter;
- 2) Annex 1 Conditions;
- 3) Annex 2 and
- 4) Annex 3.

Please do not attempt to attach any Supplier terms and conditions or amend this Agreement as these will not be accepted by the Customer and may delay processing of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at:

Address:	Various – TBA with each call-off
Contact telephone number:	TBA with each call-off

- 2) The Goods shall be Delivered in accordance with the following instructions:

Delivery address:	Various – TBA with each call-off
Contact telephone number:	TBA with each call-off
Packaging instructions:	As required to ensure safe and secure transit

Additional Delivery instructions:	N/A
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- 3) The Specification and Charges for the Goods and Services to be Delivered shall be as set out in Annexes 2 and 3 respectively.
- 4) The Term shall be the period from the start date to the Expiry Date as follows, and the following Extension Period(s) shall be applicable:

Start date	14 February 2022
Expiry Date	31 December 2022
Extension Period(s)	6 months

- 5) The details and addresses for communications and service of notices on the Parties are:

Customer	
Named contact	Commercial Operations
Address	7 & 8 Wellington Place, Leeds, LS1 4AP
Email address	NHSDcommercial@nhs.net
Supplier	
Named contact	
Title	
Address	
Email address	

- 6) The following persons are Key Personnel for the purposes of the Agreement:

Name	Title

- 7) Processing of Personal Data by the Supplier for and on behalf of the Customer is occurring pursuant to this Agreement:

Yes

In the event that the answer is yes, or if this becomes the case during the term of this Agreement, the Parties shall complete the table below and clauses 15.2 to 15.10 shall apply in respect of such Processing.

The table below sets out the agreed description of the Processing being undertaken in connection with the exercise of the Parties' rights and obligations under the Agreement. The Supplier shall comply with any further written instructions with respect to Processing given by the Customer and any such further instructions shall be incorporated into this table:

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the Controller and the Supplier is the Processor in accordance with clause 15.
Subject matter of the Processing	Details pertaining to the supply of specialist services, software and equipment relating to reasonable adjustment assessments made to improve the working conditions of NHS Digital staff.
Duration of the Processing	Commence Processing the Personal Data from the Start Date, as required in order to provide the Services. Unless expressly agreed otherwise, cease Processing the Personal Data immediately upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates.
Nature and purposes of Processing	The Personal Data of NHS Digital staff will be collected and stored as part of the delivery of services whereby the Supplier will provide said staff with suitable display screen-related equipment, reasonable adjustment furniture and software & EvacChair training. The services and advice provided by the Supplier to NHS Digital and its staff will assist with compliance with the Display Screen Equipment Regulations 1992, which will ensure that any necessary reasonable adjustments are made to the staff working environment in order prevent injuries associated with computer use. Data is collected to allow the individual requirements of staff to be logged and communicated between the Customer and the Supplier where training and specialist equipment may be required. At all times, NHS Digital staff, as the relevant Data Subjects, consent to the assessment and processing of their data. The data is located in the UK.
Type of Personal Data being Processed	Name, address (inc. postcode), telephone number, email address, date of birth, job title, employee workstation health details (this may include under special circumstances a clinical diagnosis being provided to this organisation however in normal circumstances, this data will be kept generic and nonclinical).
Categories of Data Subjects	Staff (including volunteers, agents, and temporary workers).
Plan for return of the data once the Processing is	Data will be retained only for the purposes of supplying the necessary services and equipment.

complete unless requirement under union or member state law to preserve that type of data	The Supplier will delete all Customer data its holds upon termination of the Agreement as set out in clause 20.6 (Termination), or upon request from NHS Digital.
Data Protection Officer of Supplier	

8) The Liability Cap shall be a sum equal to 125% of the Charges paid or payable under the Agreement to the Supplier.

9) For the purposes of the Agreement the following Customer policies apply:

Data security requirements
Equality and diversity policy

10) The Supplier shall be required to ensure that any person potentially to be employed in the supply of the Services has undertaken a Disclosure and Barring Service check:

Yes

If 'Yes' the Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a **"Relevant Conviction"**), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the supply of the Services.

11) The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the purchase order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Customer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the Purchase Order Number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

Please execute and return to NHS Digital a copy of this Agreement within 7 days of receipt. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this Agreement.

Please direct all queries to the Customer contact. We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and Services.

We accept the terms set out in this Award Letter and the annexed Conditions.

The individuals set out below shall execute this Agreement, on behalf of the Customer and the Supplier, either using a manuscript signature or an electronic signature. A manuscript signature shall be placed in the execution block below, an electronic signature shall be evidenced in an execution block to be attached as the final page of this Agreement:

	Supplier	Customer
Name of individual signing:		
Title:		
Email:		
Signature:		
Date:		