

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 Contracting Authority (Authority)	<i>Department of Work and Pensions, 2 St Peter's Square, Manchester, M2 3AA</i>
The Supplier	<i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i>
HealthTrust Europe Contract Reference	HTE-005705
Insight Reference	6018

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 Tariff, 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 (The Parties) 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 Initial Term (Contract) shall be 20th day of July 2020. The Term of the Contract shall be One Year from the Commencement Date. The Term may, by joint consent and agreement of the Parties, be extended (Extension Date) beyond the Expiry Date of Midnight 20th day of July 2021 subject to a duly endorsed and dated Contract Change Note (CNN).
 5. Delivery of unfinished goods and works still to be returned or services still to be completed can extend to a reasonable time for up to 30 days beyond the appropriate Expiry or Extension Date on the strict basis that such goods or services are treated as time is of the essence. No new Purchase or Order for Services or Supply can be issued after the Expiry or an Extension Date(s) have occurred.
 6. The Term can be appropriately revised to accommodate a period of up to One Year of Extension Dates(s) provided that the same is agreed and accepted jointly by The Parties within the parameters defined in the Framework Agreement. Any such Extension Date to the Term is subject to Authority's own internal governance, procurement and contracting provisions confirmed only by the exchange of an appropriately endorsed CCN prior to the commencement of any Extension Date(s).
 7. The Value of the Contract shall be no more than £499,200 including VAT (£416,000 net) over the whole Term of the Contract including Extension Date(s) save when genuinely unforeseen services, service demand or the inclusion of additional technology of a same

or similar user profile dictates an amendment by CCN to the Specifications, Value or Tariff Schedules.

8. Subject to any genuine unforeseen market forces, national commercial or health crises the Tariff shall remain in place for one year before any request for revision by either Party. Acceptance of Tariff price increases is not an obligation. In any event any request for price inflation should be guided by Government guidelines for maximum annual increases in suppliers Tariffs and not to exceed, in the norm, **[REDACTED]**
9. Notwithstanding the above the Contract Value can be appropriately revisited to make the appropriate additional financial provision for any and all such additional works or services provided the Authority complies with its own governance, procurement and contracting process for such increases and the change process is affected by way of an appropriately endorsed CCN.
10. Any sales taxes such as VAT shall be exempt from clause 8 above and take precedence over any clause for normal Tariff price variations. Any legislated sales tax or VAT increases should not be used to increase the Net (excluding VAT) price previously paid by the Authority.
11. The Parties accept the Supplier is contracted as a Value Added Retailer (VAR) in this agreement and as such any pass-on, or contra charge for Goods and/or Services must be made transparently particularly when a Request for Price (RFP) or Quote is required for goods and/or services other than those defined or intended for inclusion in the 'Digital and I.T. Repair Contract (part and fitting) and Ancillary Price Tariff' (Tariff) price details shown at Appendix 2.
12. For the avoidance of doubt, any ad-hoc, supplementary or other non-Tariff price offers for goods and services must be detailed in the appropriate response to the RFP or Quote requested by the Authority.
13. No further mark-up, margin or commission shall be applied by the Supplier to the published Tariff or prices.
14. The 'Digital and I.T. Repair Contract (parts and fitting) and Ancillary Price Tariff' (Tariff) price details shown at Appendix 2 are those defined as pre-agreed fixed price tables offering net prices (exclusive of VAT) for common repair, services and parts require to adequately and routinely fulfil everyday performance of this contract. Tariff prices are those negotiated and agreed in advance and not subject to any further or additional unit or gross commissions or uplifts save the application of annual price negotiated increases as defined above.

15. When deemed appropriate and in agreement by the Parties, additions to the products and services within the Tariff can be proposed and made by way of a Contract Change Note (CCN) followed by circulation and addendum of an amended Tariff to the Contract. The unit price of such additions or modifications shall be by agreement between the Authority and Supplier and form a constituent part of the net Tariff price thereafter.
16. Ad-hoc, infrequent or one-off supply of goods and services are to be subject to an appropriate Supplier VAR commission, margin or uplift based (Commission) to be added to the Net Price of goods and services acquired for the Authority by the Supplier VAR.
17. The Supplier VAR shall act transparently in its declaration of the Supplier's Net Cost before applying the additional agreed amount of Commission to the Quote or RFP.
18. The rate of the agreed Commission shall be clearly defined following the Tariff within Schedule 2 and shall be that reflected in the accurate end price to the Authority for any such goods and/or services defined as non-tariff acquired for the benefit or performance of this contract.
19. Where a Supplier VAR has agreed with the Authority a Commission on a fixed rate basis for acting as the intermediary or agent in the procurement of any hardware, services or software supply for the Authority the Supplier is not permitted to add further profit by way of margin on the transaction.
20. Save the above provisions the Authority accepts that from time to time and in the case for bespoke, other complex services or specific projects may arise. When the Supplier needs to propose alternative or project related variations of an unquantifiable service nature they can realistically estimate the costs, charges or financial projections for such services at a fair market rate to include any and all Commission.
21. The Contract is issued without any minimal spend or quantity obligations throughout its Term(s) save minimum batches of accepted Work or Purchase Orders for the convenience of maintaining viable transport costs. Each Work or Purchase Order shall be issued and accepted in accordance with the Tariff detailed at Appendix 2 and the Terms and Conditions of this Contract for every Work or Purchase Order accepted by the Supplier.
22. The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed or transferred under this Contract.
23. The only Processing that the Supplier is authorised to undertake is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

24. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet the long date for delivery for return of repaired units or completely and/or fails to return the last of the remainder of any consignment by the longest time provided for such return, this being the agreed consignment return date of repairs plus an additional 20 working days, the event shall be deemed to be a breach of contract
25. Failure to return any remaining consignment following termination of contract within the longest time defined immediately above after a normal contract expiry or termination shall be incapable of remedy for the purposes of Clause 15.4 of Schedule 2 of the Call-Off Terms and Conditions.
26. The Authority shall visually inspect the returned Repaired Goods according to the advised delivery schedule of Goods returned by no later than two weeks of the date of delivery.
27. Reference to any unsatisfactory workmanship or advised repaired status must be notified in a written (electronic correspondence) by no later than the end of the 10th working day of the above (excluding weekends and Bank Holidays) to the Supplier Account Manager or an appropriate Sub Contract representative, copied to the Supplier Account Manager.
28. The payment profile for this Contract shall be no later than Monthly in Arrears, within 30 days receipt of an accepted Invoice for the performance of the service.
29. The Authority shall retain the absolute right to rescind or terminate this or any Extension to this Contract before the end of the period defined as the Expiry Date at s.4 above and/or the figure stated in s.7 above.
30. The provision of Services
- (A) The Services Commencement Date shall be 20th July 2020.
 - (B) The Long Stop Date for the commencement of provision of the Services shall be No Later than that defined in s.20 above.
 - (C) The Services shall be provided and delivered by the Supplier at the Premises and Location listed below:
 - Delivery by appointment to:
 - Peel Park,
 - Brunel Way,
 - Blackpool, FY4 5ES.
 - Or any Digital Hub or Tech Bar Site as agreed and defined in the agreed DWP Collection and Delivery Tariff shown at Schedule 2.

31. Early Payment Discount

This provision shall Not Apply to this Contract.

32. Training/ Support Services/ Help Desk

This provision shall Not Apply to this Contract.

33. The Authority grants permission by way of Appendix 11 for the Supplier to Sub- contract I.T. Repair and Transport or Courier Services under this Framework Agreement for Cameo UK Limited only. This acceptance shall not impose any duty on the Authority to make its own direct inquiry as to the competency of this or any subsequently authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has, as prescribed in the Framework Contract, the appropriate capability and capacity to perform the relevant obligations and that such obligations carried out by the Suppliers Sub-contractor are fully in accordance with the Framework Contract and this Call-off including, but not limited to, the underwriting of warranties and guarantees on behalf of any Sub Contractor by the Supplier.
34. The provision of access by the Authority to the Supplier to the premises defined in 26, C., above locations shall be subject to the license appended at Appendix 2 with any access to the Authority premises by way of accepted appointment and site security or access provisions as defined from time to time by the Authority.
35. 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 of this Contract.
36. TUPE defined at Appendix 8 is not applicable to this Call-off contract either in respect of foreseen obligation to and with the Supplier or any Sub-contractor the Supplier properly appoints to assist in their performance of this Contract.
37. Early Termination shall not apply during the Term of this Call-off Contact as defined in accordance with Appendix 7.
38. The Key Performance Indicators Appendix 10. (KPI's) are agreed as the meeting of no less than the service provision delivered in the previous POC, namely the a) provision of a Triage Report for repairs in progress and delivered to the repairer and b) the provision of a quote of repair charges prior to delivery of invoice for Tariff and/or any accepted charges included in the same repairs.
39. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

[REDACTED]

[REDACTED]

(b) for the Supplier:

[REDACTED]

Notices served under this Contract are to be delivered to:

(a) for the Authority:

The Senior Legal Officer, Department of Work and Pensions,
2 St Peter's Square, Manchester, M2 3AA

(b) for the Supplier:

[REDACTED]

40 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.

41 The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Prices & Locations
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Lease and/or Licence to access Premises and Locations
Appendix 6	Step In Rights
Appendix 7	Termination Sum
Appendix 8	Staff Transfer
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors

Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED]	Signature:	
Position:	[REDACTED]	Date	2 nd July 2020

Signed by the authorised representative of THE SUPPLIER

Name:	[REDACTED]	Signature	[REDACTED]
Position:	[REDACTED]	Date	03 July 2020

Appendix 1

Authority Specification

Introduction

Following the successful completion of the trial phase and assessment of the viability of alternative 2 in 1 (Microsoft Surface Pro) devices (Devices) repair services, The Authority wishes to enter into a more formal commercial arrangement with Insight Direct UK, the duly appointed supplier (Supplier).

The commercial vehicle for appointment has been determined as Direct Award Call-off for a contract Term and Value in accordance with the Health Trust Europe ICT Solutions Framework dated 27th September 2019.

The primary purpose of this commercial arrangement is for the delivery of Digital and I.T. Repair Services that are otherwise without the benefit of warranty or guarantee defined, but not limited, to the products listed in Appendix 2

This contract is one without any obligation to minimum quantities and is intended to be used on an as and when required basis. By commissioning works under this Contract the Authority does not infer or express an intent to add or expand the scope to include the provision of repairs for goods that already benefit from any form of statutory guarantee.

The source of replacement parts or ancillary equipment intended for use with the device when procured on behalf by the DWP or any of its agents must be conducted with enough diligence to confirm the supply is a legitimate, bona fide appropriately suitable and robust component. It is agreed by the Parties that appropriate pattern parts and/or appropriate OEM parts substitutions can be affected in repairs parts and ancillaries but any such part or ancillary must be manufactured and provided by quality assured sources. Any procured components, parts or ancillaries must benefit from a Suppliers guarantee of no less than 6 months for the durability of the part and workmanship of installation and 12 months guarantee for ancillaries. Any guarantee assumes use under normal conditions and excludes accidental or malicious damage caused by the Authority or its users.

The Parties agree subject to specific individual work orders that repair parts can be re-used from devices otherwise confirmed and agreed as Beyond Economic Repair (BER). The recycled part in such circumstances shall not benefit from any guarantee of service. Any remaining parts of a part of any donor deconstructed BER device shall remain the title of the Authority and not subject to recharge save for the labour and testing by way of diagnostics or triage of the parts prior to and following re-use.

Asset management dictates that no total destruction or disposal of any remaining BER device shall occur unless a specific instruction to do so containing no less than the device serial number is issued by the DWP.

Principles:

- The duration and maximum value of this Contract is defined in the Term dates (s4) and Total Contract Value (s.5) unless otherwise agreed and stated in writing by endorsed CNN.
- Insight Direct (UK) Limited and any of its bona fide Sub-contractors / partners will be accredited to a BPSS level, which should be evidenced in advance of the first Work or Purchase Order being issued under this Contract. The same accreditation shall remain renewed or valid throughout any association through this Agreement and evidence of such validity can be reasonably requested at any stage of association to this Agreement.
- The delivery of the Contract or performance of repairs shall meet no-less a standard than those defined and achieved in the previous Surface Pro 2in1 based Proof of Concept actions that preceded this Contract.
- The Authority wherever and whenever shall remove its data and operating systems prior to the allocation of device for repair and collection by the Supplier.
- The normal location 'Base Location' for estimated price purposes should be taken as the Digital Control Centre, Peel Park, Marton, Blackpool. Other sites for collection and delivery are included and defined at Appendix and may be subject to defined charges shown within the table at Appendix 2
- Any devices or I.T. equipment removed from DWP sites for the purposes of repair under this Agreement shall be wiped of all data save the provision of access codes and/or the pre-requisite bios or operating system sufficient to conduct repairs.
- Repairs are confirmed as permitted to progress only following the initial diagnostic or triage assessment made by the Supplier and report to the Authority.
- The Supplier or its Agents hold no right of lien on any DWP assets.

Authority Desired Achievables':

- Where provision is made for named sites in Schedule 2 and this Contract the Supplier should provide a secure and reliable collection and delivery service of the devices from and to the defined locations. Authority assets in transit should be held securely within vehicles at all times Load-space doors should remain securely locked during transit and security measures for Authority property transit should include no less than the provision of real-time vehicle /tracked driver/courier technology.
- Access for collection or delivery to any Authority site must be subject to appointment and agreed security access with no less than 2 day's prior notice of the scheduled deliveries or collections being agreed by both Parties.
- Initial hardware diagnostics will be performed against all devices with a Triage or Diagnostic report being made visible to Authority prior to the commencement of repairs that require the provision of parts or agreement from the authority that BER status applies.
- Underlying hardware issue(s) shall be competently repaired only by the Supplier or their properly appointed Sub Contractors premises with any loss of Authority goods or devices through fire, flood, theft or other damage or unforeseen occurrence must be reported to the Authority without delay.

- Any storage or workshop premises used by the Supplier or their properly appointed Sub Contractor must remain fully and adequately insured throughout the duration of this Contract.
- The Supplier and their properly appointed Sub Contractor(s) must provide an appropriate level of high security storage for the Authority's goods or devices whilst under Supplier or the Sub Contractors care.
- Following repair all devices will be subject to a functional test with report being made visible to the Authority before the agreed return of the Goods in question.
- Devices will be reset to factory settings before return to Authority
- Devices will be cleaned and packaged suitably for transportation and delivery to Authority.
- Devices will be transported to pre-agreed DWP location(s) using the same means of logistics and appointment as defined in Appendix ??
- Work in Progress (WIP) and Contract Meetings shall be held in accordance with the detail and frequency as required by the DWP Service Lead or appointed manager and Supplier appointed Account Manager with attendance by agreement of Sub Contracted Supplier representatives.
- Work in Progress data provided by either Party during the Contract Term shall be no less than achieved and defined by examples of those metrics, namely a)Triage Reports and b)Insight Quote issued pre-invoice, provided during the POC that preceded this Contract and if doubt arises during the Term reference to the documents prepared and presented throughout the duration of the POC shall provide the exemplar.
- Devices that are agreed to be BER will be returned to the Authority and clearly marked as BER in any related or final report of repairs.
- Any device assessed as BER will be returned as unrepaired to DWP unless specific alternative arrangements for the re-use of parts from a BER device in another Authority device of the same type. The remains of any donor device shall still be duly recorded as BER for the asset recording purposes of the Authority.

Appendix 2

Contract Price

Important Note: In order to comply with the H.T.E Framework, every related PO or Work Order must contain the following at either Suppliers Reference or in Order details:

HTE-005705 – Insight

Digital and I.T. Repair Contract (part and fitting) and Ancillary Price Tariff for Proof of Concept:

Description	Qty	Price VAT excluded	Total Price VAT excluded
[REDACTED]			
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]

[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]
[REDACTED]	1	[REDACTED]	[REDACTED]

The above Prices Exclude VAT

Commission or Mark-up details need to be inserted here

[REDACTED]

Appendix 3

Change Control Process

- 1. The Change Control Process shall be in accordance with the below principles**
 - 1.1 Where the Authority or the Supplier sees a need to change any of the Deliverables, the customer may at any time request, and the Supplier's Service Manager may at any time recommend, such amendment only in accordance with the formal Change Control Procedure ("**CCP**") as set out at **paragraph Two**.
 - 1.2 Neither Party shall unreasonably withhold its agreement to any amendment (which includes not recommending changes to any Deliverables which are not reasonably necessary).

- 1.3 Until such time as an amendment to the Deliverables is made in accordance with this Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform the Services in compliance with its terms prior to such amendment.
- 1.4 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant amendment to the Deliverables shall be without prejudice to the rights of either Party.
- 1.5 Any work undertaken by the Supplier which has not been otherwise agreed in accordance with the provisions of this **Annex One** shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedures

- 2.1 Discussion between the Authority and the Supplier concerning an amendment to the Services shall result in any one of the following:
 - 2.1.1 no further action being taken;
 - 2.1.2 a request to amend the Services by the Authority; or
 - 2.1.3 a recommendation to amend the Services by the Supplier.
- 2.2 Where a written request for an amendment is received from the Authority, the Supplier shall, unless otherwise agreed, submit two (2) copies of a Change Control Note (“**CCN**”) signed by the Supplier to the Authority within seven days of the date of the request or such other period as the Service Managers shall agree (acting reasonably).
- 2.3 A recommendation to amend by the Supplier shall be submitted direct to the Authority in the form of two (2) copies of a CCN signed by the Supplier at the time of such recommendation and the Authority shall give its response within fourteen (14) days or such other period as the Service Managers shall agree (acting reasonably).
- 2.4 Each CCN shall contain:
 - 2.4.1 the title of the amendment;
 - 2.4.2 the originator and date of the request or recommendation for the amendment;
 - 2.4.3 the reason for the amendment;
 - 2.4.4 full details of the amendment including any specifications;
 - 2.4.5 the price, if any, of the amendment;
 - 2.4.6 a timetable for implementation together with any proposals for acceptance of the amendment;
 - 2.4.7 a schedule of payments, if appropriate;
 - 2.4.8 details of the likely impact, if any, of the amendment on other aspects of the Services including to:
 - 2.4.8.1 the timetable for the provision of the amendment;

- 2.4.8.2 the personnel to be provided;
 - 2.4.8.3 the amended charges payable under the Services (as now amended);
 - 2.4.8.4 the Documentation to be provided;
 - 2.4.8.5 the training to be provided;
 - 2.4.8.6 working arrangements; and
 - 2.4.8.7 other contractual issues;
 - 2.4.9 the date of expiry of validity of the CCN; and
 - 2.4.10 provision for signature by the Authority and by the Supplier.
- 2.5 For each CCN submitted the Authority shall, within the period of the validity of the CCN:
- 2.5.1 allocate a sequential number to the CCN;
 - 2.5.2 evaluate the CCN and, as appropriate:
 - 2.5.2.1 request further information, or
 - 2.5.2.2 arrange for two (2) copies of the CCN to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - 2.5.2.3 notify the Supplier of the rejection of the CCN.
- A CCN signed by the Authority and by the Supplier shall constitute an amendment to the Services and to the Framework Agreement and otherwise no amendment shall have been agreed

CONTRACT CHANGE NOTICE

This Contract Change Notice is as between the following parties;

1. Customer name ("Customer")

Customer name	Click here to enter Customer Name.
Registered office is at	Click here to enter Registered address.

2. Sub-Contractor Name ("Sub-Contractor")

Sub-Contractor name	Click here to enter Sub-Contractor Name.
Registered office is at	Click here to enter Registered Address.

3. Insight ("Insight ")

Insight	Insight Direct (UK) Ltd
Registered office is at	The Technology Building, Insight Campus, Terry Street, Sheffield, S92BU

This Contract Change Notice is governed by the terms of the Model Form Contract to the Framework Agreement below as between the Customer and Insight and the terms of the Partner Agreement as between Insight and the Sub-Contractor. In the event of a conflict between the terms of this Contract Change Notice and the attachments, the terms of this Contract Change Notice prevails.

Date Original Statement of Work or Model Order Contract signed	Click here to enter a date.
CCN Number	Click here to enter CCN number.
MPS Contract Number	
Customer PO Number (if applicable)	
Quote Reference (if applicable)	
Insight Legal Workflow Ref:	
Insight Contract Manager:	Mr Shuaib Solkar

1. Reason for the proposed change

Please enter the reasons for the proposed change below

The CUSTOMER requires the CONTRACTOR to amend the contract to extend the contract term for a further period of ...

2. Full details of the proposed change

Appendix 4

Implementation Plan

The development of the service through the POC that preceded this contract has provided a sufficient Implementation of the services and products. No further implementation action is required save the formalisation of Call off and appropriate HTE framework registration of Call off.

Appendix 5

Lease and/or Licence to access Premises and Locations

Pre-arranged supervised access for the purposes of collection or delivery of the units designated for repair under this Call-off from and to the designated Authority premises shown in Schedule 2 shall apply to any aspect of Licence this Contract. There is no guaranteed access implied or inferred in this Contract other than the strict adherence to the process for collection and deliveries of I.T. Devices listed in Appendix 2. by pre-arranged times and dates/days.

No Leases Apply to this Contract

The Supplier, its Agents and Sub Contractors are bound by the respective Authority Policies during any attendance to any Authority sites or premises. The Supplier, its Agents or Sub Contractors are expected to dress appropriately and pay particular attention to their own PPE., work professionally and in an appropriately polite, respectful, manner paying particular attention to assessing and remaining aware of their own and others Health and Safety during any attendance.

Appendix 6

Step-In Rights

Step-In Rights are Not Used in this Call-off

Appendix 7

Termination Sum

No termination Sum shall apply in this Proof of Concept or Call-off contract other than the obligation to exchange any reasonable consideration related to delivered services completed in accordance with any of the prices or Tariffs displayed above at Appendix 2.

Appendix 8

Staff Transfer

Schedule 7 in respect of Staff Transfer Shall Not Apply to any part to any Party of this Call-off Contract insofar as the contract is one between the Authority and the Supplier, the latter being and conducting its normal function as a Value Added Reseller.

Appendix 9

Software and EULA

Software and EULA licences or copyright Shall Not Apply to the Parties for the purposes of this Call-off contract or duration of the Proof of Concept unless specifically varied by mutual written acceptance. Each Party shall observe and adhere to its own respective obligations for any software or licence it operates on its own account.

Appendix 10

Key Performance Indicators

1. Service Credits

No Service Credit mechanism is attached to this Call-off Proof of Concept Contract period.

Appendix 11

Subcontractors

It is agreed that Insight Direct UK Limited shall appoint Cameo UK Limited as its Sub-contractor for the purposes of repair services subject to the provision of any reasonably requested assurances required by DWP Digital Workplace and its Contract Managers defined at s.35 above. Sub-contractors can only be appointed with the express consent of the Contracting Authority and it remains within the Contracting Authority's right to request proof of appropriate capacity, accreditations and credentials of the Sub-contractor or any of its employees dealing with the Contracting Authority's Call-off or Contract. The Contracting Authority also reserves the right to reasonably refuse the appointment of any Sub Contractor.

It is understood by the Parties to this Call-off Contract that the Supplier elects to Sub-contract Cameo UK Limited for the substantive majority of Triage, repair Services and transport allied to and comprising the core services of this Contract.