

SCHEDULE 7B

Order Form for Competed Goods and Services- Mini Competition

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	<i>Secretary Of State for Environment Food & Rural Affairs, Nobel House, 17 Smith Square, London, SW1P 3JR</i>
The Supplier	<i>Insight Direct (UK) Ltd, Technology Building, Insight Campus, Terry Street, Sheffield S9 2BU,</i>
HealthTrust Europe Contract Reference	<i>HTE-005705</i>

The Supplier and the Authority hereby agree as follows:

1. Following the completion of a mini-competition exercise ("**Mini-Competition**"), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
 - (b) the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A, as applicable, 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 **Error! Reference source not found.** 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 **17/07/2023**.

5. The Term of this Contract shall be 1 year from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than 2 years in total (with the further 1-year contract extension being optional with the Authority being under no obligation to add the second year respectively).

6. Data Protection and Authority Security Non-Functional Requirements

6.1 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 under this Contract.

6.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

6.3 The Authority requires the Supplier and Third Party to respectively review and confirm that it is aligned with the listed Data Security Non-Functional Requirements (NFRs) as below:



Security%20NFRs%20v1.6.xlsx

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7. The payment profile for this Contract shall be annually and upfront; monitored in line with the Mural Quarterly Engaged Member (QEM) Pricing:
 - [Quarterly Engaged Member \(QEM\) Pricing | MURAL Help Center](#)
8. 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 within **one (1)** year of the Commencement Date.
9. The provision of Services

(A) The Services Commencement Date shall be 17/07/2023.

(B) The Long Stop Date for the commencement of provision of the Services shall be 31/07/2023

12 Training/ Support Services/ Help Desk

The Authority does not require Supplier Support Services and will liaise directly with the Third Party (Mural) in the event of Support/Help Desk requirements via their dedicated Customer Success Manager Point of Contact.

13 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract **Mural** 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) Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process as agreed between Authority and Supplier and formally recorded as set out in [Appendix 3](#) overleaf.

(C) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at [Appendix 9](#).

(D) The KPI's and Service Credits applicable to the Contract are detailed in [Appendix 10](#).

(E) [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 each sub-contractor will be responsible for are detailed in [Appendix 11](#).

Appendix 1	Mini-Competition Specification
Appendix 2	Mini-Competition Response Document
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Locations subject to lease and/or licence – <i>Not Used</i>
Appendix 6	Step In Rights – <i>Not Used</i>
Appendix 7	Termination – <i>Not Used</i>
Appendix 8	TUPE Transfer – <i>Not Used</i>
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:	██████████	██████:	████████████████████
Position:	██████████		██████████

Signed by the authorised representative of THE SUPPLIER

Name:	██████████	Signature	████████████████████
Position:	██████████		██████████

Appendix 1

Mini Competition Specification



Defra%20-%20Mural
%20Mini%20Comp.xls

Appendix 2

Mini Competition Response Document



Insight%20Defra%20
-%20Mural%2



Insight.zip

Pricing for the provision of 1,000 Licenses be fixed as follows:

Year 1	£		

Appendix 3

Change Control Process

The Parties shall deal with Contract Change as follows:

- a. Either Party may request a Contract Change which they shall initiate by issuing a Contract Change Note (CCN).
- b. unless this Agreement otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change before the Contract Change can be either approved or implemented.
- c. the Authority shall have the right to request amendments to a Change Request,
- d. Approve it or reject it in the manner.
- e. save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed.

Appendix 4

Implementation Plan

In line with Mural Customer Success Manager onboarding and training support.

Appendix 5

Not Used

Appendix 6

Not Used

Appendix 7

Not Used

Appendix 8

Not Used

Appendix 9

Software and EULA



Mural Terms.pdf

Appendix 10

Key Performance Indicators

The contract's KPIs will be monitored in line with the [Service Level Agreement | Mural](#).

Summary of KPI's

Availability

- Uptime:
 - $(\text{Total minutes in a month} - \text{Downtime}) / \text{total minutes in a month} > 99.5\%$
- Planned Downtime:
 - For daily maintenance, no more than one (1) hour per night starting at 5 AM UTC; and
 - For monthly maintenance, no more than four (4) hours per month, and only on Saturdays or Sundays between the hours of 5 AM and 9 AM UTC

Incident Resolution

Severity Level	Example Definition	Interim Resolution	Final Resolution
1	A Full Outage or major security breach	8 hrs	24 hrs
2	A Partial Outage of a material feature or functionality, or a minor security breach	24 hrs	72 hrs
3	A Partial Outage of a non-material feature or functionality	30 days	45 days
4	A non-material problem exists, and there is no Outage (Full or Partial)	30 days	45 days

Service Credits

- Service credits will be sought where KPI's are not met and in line with the figures provided in the aforementioned Mural SLA Document.

Appendix 11

Subcontractors

BSR Software Ltd - The Junction, 4-10 Cowley Road - UB8 2XW Uxbridge