

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	<i>Secretary of State Department for Food, Environment and Rural Affairs, Noble House, 17 Smith Square, London, SW1P 3JR</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

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, 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 06/12/2021
 - 5. The Term of this Contract shall be twelve (12) months 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 twenty-four (24) months in total.
 - 6. Data Protection
 - 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.
 - 7. Delivery dates under this contract shall be as set out in the Supplier quotation attached at Appendix 2.
 - 8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 48-hours of the date of delivery of the relevant Goods.
 - 9. The payment profile for this Contract shall be as set out in Appendix 2, Contract Price.
 - 10. 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.
 - 11. The provision of Services is not included in the scope of this Contract.
 - 12. New Technologies: Not used.
 - 13. Early Payment Discount: Not used.
 - 14. Training/ Support Services/ Help Desk: Not used.
 - 15. Use of Subcontractors: Not used.
 - 16. Implementation Plan: Not used.

17. Where applicable, Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.
18. 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, Change Control Process.
19. TUPE: Not used
20. Early Termination Payment: Not used.
21. Step In Rights: Not used.
22. Intellectual Property Rights

22.1. 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. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The 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.

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

23. Key Performance Indicators: Not used.

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

(a) for the Authority:

██████████, Senior Category Officer

(b) for the Supplier:

██████████, Account Manager – Central Government

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

(a) for the Authority:

██████████ Senior Category Manager, Horizon House, Deanery Road,
Bristol, BS1 5AH

(b) for the Supplier:



██████████, Account Manager, 4th Floor, The Charter Building, Charter
Place, Uxbridge, UB8 1JG

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
Appendix 4	Implementation Plan – Not used
Appendix 5	Lease and/or Licence to access Premises and Locations - Not used
Appendix 6	Step In Rights – Not used
Appendix 7	Termination Sum – Not used
Appendix 8	Staff Transfer – Not used
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators – Not used
Appendix 11	Subcontractors – Not used

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:	Senior Category Officer	Date:	03/12/2021

Signed by the authorised representative of THE SUPPLIER

Name:		Signature:	
Position:	Contracts Manager...	Date:	01/12/2021

Appendix 1

Authority Specification

The Authority requires sufficient DTA VMware Subscription Purchasing Programme Credits as required for fifteen (15) x VMC nodes for a twelve (12) month subscription period.

Appendix 2

Contract Price



INSIGHT DIRECT (UK) LIMITED
THE TECHNOLOGY BUILDING
TERRY STREET
SHEFFIELD
S9 2BU
Tel: +44 800 333 333
Our VAT number: GB746075129

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SOLD-TO PARTY 10051769

DEFRA
PO BOX 790
NEWPORT
NP10 8FZ

SHIP-TO

DEFRA
PO BOX 790
NEWPORT
NP10 8FZ

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery: : EXW Origin
Currency : GBP

This quotation contains freight and tax estimates that are subject to change by Insight. This quotation contains freight and tax estimates that are subject to change by Insight.

Quotation	
Quotation Number :	210026656
Document Date :	19-NOV-2021
PO Number :	
PO Release :	
Sales Rep :	
Email :	
Telephone :	
Sales Rep 2 :	
Email :	
Telephone :	
Your VAT No.:	
Customer Contact:	
Email :	
Quote Expiry Date :	19-DEC-2021

Material	Material Description	Quantity	Unit Price	Extended Price
AA393630	VMWARE Mfr Name: INSIGHT Mfr Part No.:NON_STOCK_ITEM_SW1 DTA VMware Subscription Purchasing Program Credits			71,500.00
Product Subtotal				71,500.00
VAT				14,300.00
Total				85,800.00

Currency	Exch	Sub Total	Freight	Misc. Charges	Taxable Total	Tax Rate	VAT	Total
GBP		71,500.00	0.00		71,500.00	20.00 %	14,300.00	85,800.00

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,



Appendix 3

Change Control Process

CHANGE CONTROL NOTE (CCN)

**FOR CALL-OFF CONTRACT UNDER THE HEALTHTRUST EUROPE COMIT 2
FRAMEWORK AGREEMENT**

This CCN relates solely to the Contract entered into between the Authority and the Supplier dated [enter call-off contract date] pursuant to the Information Communication Technology (ICT) Solutions 2 Framework (ComIT 2)

Issued in accordance with the Call-Off Terms and Conditions.

CCN Number :

Contract Reference :

CCN Title :

Date change first proposed:

The Supplier: [to be completed]

The Authority: [to be completed]

Contract change full details:

[insert details here]

Contract change cost implications:

[insert details here]

Effective date of CCN: [insert date]

IT IS AGREED as follows:

- 1. With effect from the Effective Date the Contract shall be amended as set out above.**
- 2. Save as herein amended, all other terms and conditions of the Contract inclusive of any previous CCNs shall remain in full force and effect.**

Signed for and on behalf of the Authority

By

Name

Title

Date

Signed for and on behalf of the Supplier

By

Name

Title

Date

Appendix 4

Implementation Plan

(Not used)

Appendix 5

Lease and/or Licence to access Premises and Locations

(Not used)

Appendix 6

Step In Rights

(Not used)

Appendix 7

Termination Sum

(Not used)

Appendix 8

Staff Transfer

(Not used)

Appendix 9

Software and EULA

Third party software (if any) shall be licensed subject to the third party licensor's standard license

terms which shall govern the supply, the Customer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and

conditions of this Call-Off Contract save for the Payment Schedule.

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

The warranty for Goods shall be as per the applicable third party manufacturer's standard warranty.

Appendix 10

Key Performance Indicators

(Not used)

Appendix 11

Subcontractors

(Not used)