

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>Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH</i>
The Supplier	<i>Boxxe Limited, Artemis House, Eboracum Way, York, YO31 7RE</i>
HealthTrust Europe Contract Reference	<i>HTE-005707</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 24/03/2023.

5. The Term of this Contract shall be 1 month from the Commencement Date with key milestone dates as follows:

(A) Invoiced by 29/03/2023 to:

[Redacted]

(B) [Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

6. Data Protection: Not Used.

7. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.1(i) of Schedule 2.

8. For the purposes of Clause 4.2 of Schedule 2, the Authority shall visually inspect the Goods upon delivery of the relevant Goods.

9. The payment profile for this Contract shall be upfront lump sum invoiced by 29/03/2023.

10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on one (1) written notice.

11. The provision of Services:
 - (A) The Services Commencement Date shall be 24/03/2023.

 - (B) The Long Stop Date for the commencement of provision of the Services shall be conditional to 5 (B) and delivered to site as soon as reasonable practicable per lead time.

 - (C) Goods delivered by the Supplier at the Premises and Locations set out in the Mini-Competition Specification and listed below:
 - [REDACTED]

12 Training/ Support Services/ Help Desk: Not Used.

13 Use of Subcontractors

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.

Appendix 1	Mini-Competition Specification
Appendix 2	Mini-Competition Response Document
Appendix 3	Change Control Process – Not Used
Appendix 4	Implementation Plan – Not Used
Appendix 5	Locations subject to lease and/or licence – Not Used
Appendix 6	Step In Rights – Not Used
Appendix 7	Termination– Not Used
Appendix 8	TUPE Transfer – Not Used
Appendix 9	Software and End User License Agreement (EULA) – Not Used
Appendix 10	Key Performance Indicators – Not Used
Appendix 11	Subcontractors – Not Used

Signed by the authorised representative of THE AUTHORITY

Name:	██████████	Signature:	.. ██████████
Position:	██████████	Date:	██████████

Signed by the authorised representative of THE SUPPLIER

Name:	.. ██████████	Signature	... ██████████ ...
Position:	██████████	Date:	██████████

Appendix 1

Mini Competition Specification



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Appendix 2

Mini Competition Response Document



Boxxe.zip



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Appendix 3

Change Control Process

N/A

Appendix 4

Implementation Plan

N/A

Appendix 5

Lease and/or Licence to access Premises and Locations

N/A

Appendix 6

Step In Rights

N/A

Appendix 7

Termination Sum

N/A

Appendix 8

Staff Transfer

N/A

Appendix 9

Software and EULA

N/A

Appendix 10

Key Performance Indicators

N/A

Appendix 11

Subcontractors

N/A