

## **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: [REDACTED] dated 27th September 2019.**

<b>The Authority</b>	<b>[REDACTED]</b> <b>3rd Floor 10 South Colonnade</b> <b>Canary Wharf</b> <b>London</b> <b>E14 4PU</b>
<b>The Supplier</b>	<b>XMA Limited</b> <b>44 Wilford Industrial Estate,</b> <b>Ruddington Lane,</b> <b>Wilford,</b> <b>Nottingham,</b> <b>NG11 7EP</b>
<b>HealthTrust Europe Contract Reference</b>	<b>[REDACTED]</b>

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 **1<sup>st</sup> November 2023 with a contract value of £1,020,827 exc VAT for the provision of Server Refresh (hardware and software)**

**[REDACTED]**

5. Data Protection

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Server Refresh

[REDACTED]

6. The provision of Services

[REDACTED]

7. Premises and Equipment

[REDACTED]

11 New Technologies

[REDACTED]

13 Not Required

14 Not Required

15 Schedules

[REDACTED]

[REDACTED]

Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED] .....	Signature:	[REDACTED] .....
Position:	[REDACTED] .....		

**Signed by the authorised representative of THE SUPPLIER**

Name:	[REDACTED] .....	Signature	.....[REDACTED] .....
Position:	.....[REDACTED] .....		[REDACTED]

**Key Personnel for the purposes of this Agreement**

Authority	Supplier
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**Appendix 1**

[REDACTED]

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Server Refresh

## Appendix 2

[REDACTED]

## Appendix 3

[REDACTED]

## Appendix 4

[REDACTED]

## Appendix 5

[REDACTED]

## Appendix 6

[REDACTED]

## Appendix 7

[REDACTED]

Appendix 8

[REDACTED]

Appendix 9

[REDACTED]

Appendix 10

**Key Performance Indicators**

[REDACTED]

Appendix 11

Subcontractors

Not used

Appendix 12

[REDACTED]

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Server Refresh