

### 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 27<sup>th</sup> September 2019.**

**MoJ reference : con\_23086 3,000 secure devices**

<b>The Authority</b>	<b>The Secretary of State for Justice, 102 Petty France, London SW1H 9AJ</b>  <b>[REDACTED]</b>
<b>The Supplier</b>	<b>Softcat Plc of Solar House, Fieldhouse Lane, Marlow, Bucks, SL7 1LW</b>  <b>[REDACTED]</b>
<b>HealthTrust Europe Contract Reference</b>	<b>[REDACTED]</b>

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 27<sup>th</sup> 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, 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 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. Commencement**

The Commencement Date of the Contract shall be upon signature.

#### **5. Term**

The Term of this Contract shall be not more than 1 years 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 1 years in total.

#### **6. Data Protection**

Not applicable as no data is involved in thus contract.

#### **7. TUPE / ARD**

TUPE does not apply to this contract.

#### **8. Timeliness**

Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date for the initial 1,800 devices – being not later than 29<sup>th</sup> January 2024 - this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.(i) of Schedule 2 of the Call-Off Terms and Conditions.

For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 7 days of their delivery.

## 9. Payment and invoicing

[REDACTED]

## 10. The provision of Services

- (A) The Services Commencement Date shall be upon signature.
- (B) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:
  - (i) As shall be agreed by the Parties upon signature.

## 11 Early Payment Discount

Not used

## 12 Training/ Support Services/ Help Desk

No training is provided under this contract.

The goods shall be accompanied by Dell's one year warranty.

## 13 Use of Subcontractors

[REDACTED]

Furthermore:

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

- (a) for the Authority:

[REDACTED]

- (b) for the Supplier:

[REDACTED]

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

- (a) for the Authority:

[REDACTED]

- (b) for the Supplier:

[REDACTED]

3. 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.
4. The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification
<b>Appendix 2</b>	Contract Price

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

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

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

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

**Appendix 1**  
**Authority Specification**  
**also**  
**Appendix 2**  
**Contract Price**

**[REDACTED]**