

**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 Oracle Annual Maintenance/Support Renewal (reference number: D&T10238) dated 27th September 2019.**

<b>The Authority</b>	<b>UK Health Security Agency</b> Nobel House, 17 Smith Square, London, SW1 3JR
<b>The Supplier</b>	<b>Insight Direct UK Ltd</b> Technology Building Insight Campus Terry Street Sheffield S9 2BU  <b>Insight Contract Reference: 15286</b>
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-005705</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 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, 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. The Commencement Date of the Contract shall be **06 April 2023**.

5. The Term of this Contract shall be **one (1) year** 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 **three (3) years including extension options** years in total.

#### **6. Data Protection – NOT APPLICABLE**

- 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. 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.(i) of Schedule 2 of the Call-Off Terms and Conditions.

**8. NOT APPLICABLE.**

9. The payment profile for this Contract shall be **Annually, in advance by invoice.**
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 three (3) months** year of the Commencement Date.

11. The provision of Services

- (A) The Services Commencement Date shall be **06 April 2023.**
- (B) The Long Stop Date for the commencement of provision of the Services shall be **05 April 2024.**
- (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:

**Buyer Premises:**

UKHSA Colindale:  
61 Colindale Avenue, London, NW9 5EQ

UKHSA Porton Down:  
Porton Down, Salisbury, Wiltshire, SP4 0JG

Service may be performed in additional locations, Buyer to advise

12. New Technologies – **NOT APPLICABLE**

During the Term, if any new product or new technology related to the Goods (each a **"New Technology Product"**) becomes available from the Supplier or any other supplier, and will replace existing Goods pursuant to the Call off Contract for whatever reason, the Supplier shall not be permitted to increase the Contract Price in respect of such product(s). However, in the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the call-off Contract with a New Technology Product (i.e. such replacement is not obligatory), the Supplier has the right to increase the Contract Price to reflect that the Participating Authorities have opted to purchase the New Technology Product(s) provided always that such replacement produce and increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Authority and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework Agreement) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).

12.1 The Supplier shall notify the Authority and the Participating Authorities in writing of

such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.

12.2 During the Term, if the Authority is notified of a New Technology Product pursuant to Clause 16.2 the Authority may request and the Supplier shall agree to supply the New Technology Product solely to the Participating Authority for a period

of [N/A] months, prior to such New Technology Product being made available for purchase through commercial/public release.

**13 Early Payment Discount – NOT APPLICABLE.**

If the Authority pays the Supplier's invoice in less than the specified 30 day period, the Authority shall be entitled to an early payment discount of [insert level of discount %] of the value of that month's invoice. The Supplier shall, in the subsequent month's invoice for the Goods, credit the Authority with the early payment discount achieved by the Authority in the preceding month.

**14 Training/ Support Services/ Help Desk - NOT APPLICABLE.**

The Supplier shall as soon as reasonably practicable after delivery of the Goods to the Authority, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods the Authority. The Supplier shall provide as much training and support to the Authority as the Authority may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier. The Supplier shall at its own expense provide the Authority with copies of all training materials and resources, such materials to include a suitable "train the trainer" programme with sufficient detail to enable trained clinical staff to train others.

**15 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.

- (A) The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
- (B) The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.
- (C) 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 3 overleaf.

- (D) Notwithstanding Key Provision 8 of the Call-Off Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Appendix 8 shall apply to such transfer.
- (E) Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.
- (F) If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.
- (G) 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.
- (H) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9.
- (I) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- (J) 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 1.

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

(a) for the Authority:

[REDACTED]

[REDACTED]

[REDACTED]

(b) for the Supplier:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

[REDACTED]  
[REDACTED]  
[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>	<b>Authority Specification</b>
<b>Appendix 2</b>	<b>Contract Price</b>
<b>Appendix 3</b>	Not Used
<b>Appendix 4</b>	Not Used
<b>Appendix 5</b>	Lease and/or Licence to access Premises and Locations
<b>Appendix 6</b>	Not Used
<b>Appendix 7</b>	Not Used
<b>Appendix 8</b>	Not Used
<b>Appendix 9</b>	Software and End User License Agreement (EULA) Not Used
<b>Appendix 10</b>	Not Used
<b>Appendix 11</b>	<b>Subcontractors</b>



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

DocuSigned by:



Full Name:

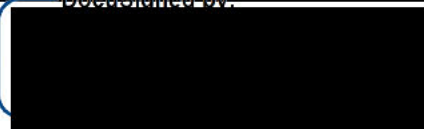


Job Title/Role: Commercial Lead

Date Signed: 20/04/2023

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

DocuSigned by:



Full Name:



Job Title/Role: PS Business Development Director

Date Signed: 20 April 2023

## Appendix 1

### Authority Specification

Insight/Mftr Pt No.	Description	CSI	Qty
	Hardware Technical Support Fees	20489356	1
	Program Technical Support Fees	19520016	1
	Program Technical Support Fees	64804	1
	Program Technical Support Fees	104762	1
	Program Technical Support Fees	19518093	1
	Program Technical Support Fees	16918505	1

Hardware Technical Support Services					
Service Level: Oracle Premier Support for Systems					
Product Description	Serial Number	CSI #	Qty	Start Date	End Date
<b>Installed At: Arrow Enterprise Computing Solutions Limited - Nidderdale House Beckwith Knowle Otley Road Harrogate HARROGATE NORTH YORKSHIRE</b>					
SPARC T7-1 server: model family			1	06-Apr-23	05-Apr-24
SPARC T7-1 server: model family			3	06-Apr-23	05-Apr-24
2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
One 16 GB DDR4-2133 registered DIMM (for factory installation)			8	06-Apr-23	05-Apr-24
One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)			4	06-Apr-23	05-Apr-24
Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation)			2	06-Apr-23	05-Apr-24
SPARC T7-1 server: base with 1 SPARC M7 32-core 4.13 GHz processor (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Quad Port GbE PCIe 2.0 Low Profile Adapter, UTP (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
SPARC T7-1 server: model family			1	06-Apr-23	05-Apr-24
SPARC T7-1 server: model family			3	06-Apr-23	05-Apr-24
2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
One 16 GB DDR4-2133 registered DIMM (for factory installation)			8	06-Apr-23	05-Apr-24
One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)			4	06-Apr-23	05-Apr-24
Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation)			2	06-Apr-23	05-Apr-24
SPARC T7-1 server: base with 1 SPARC M7 32-core 4.13 GHz processor (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Quad Port GbE PCIe 2.0 Low Profile Adapter, UTP (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
SPARC T7-1 server: model family			1	06-Apr-23	05-Apr-24

SPARC T7-1 server: model family			3	06-Apr-23	05-Apr-24
2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
One 16 GB DDR4-2133 registered DIMM (for factory installation)			8	06-Apr-23	05-Apr-24
One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)			8	06-Apr-23	05-Apr-24
Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation)			2	06-Apr-23	05-Apr-24
SPARC T7-1 server: base with 1 SPARC M7 32-core 4.13 GHz processor (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Quad Port GbE PCIe 2.0 Low Profile Adapter, UTP (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
Installed At: UKHSA - 61 Colindale Avenue London nw9 5eq United Kingdom					
SPARC T7-2 server: model family			1	06-Apr-23	05-Apr-24
SPARC T7-2 server: model family			3	06-Apr-23	05-Apr-24
2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
One 16 GB DDR4-2133 registered DIMM (for factory installation)			16	06-Apr-23	05-Apr-24
One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)			6	06-Apr-23	05-Apr-24
Power cord: Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 10A (for factory installation)			2	06-Apr-23	05-Apr-24
SPARC T7-2 server: base with 2 SPARC M7 32-core 4.13 GHz processor2 (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Quad Port GbE PCIe 2.0 Low Profile Adapter, UTP (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
SPARC T7-4 server: model family			1	06-Apr-23	05-Apr-24
SPARC T7-4 server: model family			3	06-Apr-23	05-Apr-24
2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24
One 16 GB DDR4-2133 registered DIMM (for factory installation)			16	06-Apr-23	05-Apr-24
One 600 GB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)			8	06-Apr-23	05-Apr-24
Power cord: global jumper, straight plug-connector, 2.5 meters, IEC60320-2-2 sheet I (C20) plug, IEC60320-C19 connector, 20 A (for factory installation)			4	06-Apr-23	05-Apr-24
Processor module filler panel (for factory installation)			1	06-Apr-23	05-Apr-24
Processor module with 2 SPARC M7 32-core 4.13 GHz processors (for factory installation)			1	06-Apr-23	05-Apr-24
SPARC T7-4 server: base (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Quad Port GbE PCIe 2.0 Low Profile Adapter, UTP (for factory installation)			1	06-Apr-23	05-Apr-24
Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			2	06-Apr-23	05-Apr-24

Programme Technical Support Services					
Service Level: Software Update License & Support					
Product Description	CSI #	Qty	License Level/Type	Start Date	End Date
Oracle Database Enterprise Edition - Named User Plus Perpetual		50	FULL USE	06-Apr-23	05-Apr-24

Programme Technical Support Services					
Service Level: Software Update License & Support					
Product Description	CSI #	Qty	License Level/Type	Start Date	End Date
Oracle Database Enterprise Edition - Named User Perpetual		32		06-Apr-23	05-Apr-24
Oracle Database Enterprise Edition - Processor Perpetual		1		06-Apr-23	05-Apr-24
Oracle Database Enterprise Edition - Processor Perpetual		3		06-Apr-23	05-Apr-24
Oracle Internet Developer Suite - Named User Perpetual		2		06-Apr-23	05-Apr-24

Programme Technical Support Services					
Service Level: Software Update License & Support					
Product Description	CSI #	Qty	License Level/Type	Start Date	End Date
PROGRAMMER/2000 8.0		2	DEVELOPER DESKTOP	06-Apr-23	05-Apr-24

Programme Technical Support Services					
Service Level: Software Update License & Support					
Product Description	CSI #	Qty	License Level/Type	Start Date	End Date
Oracle Database Enterprise Edition - Processor Perpetual		10	FULL USE	06-Apr-23	05-Apr-24

Programme Technical Support Services					
Service Level: Software Update License & Support					
Product Description	CSI #	Qty	License Level/Type	Start Date	End Date
Sun Studio - User Perpetual		2		06-Apr-23	05-Apr-24

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You shall ensure that the Supported End User acknowledges and accepts in writing the applicability of Oracle's then current technical support policies to Oracle's provision of the technical support services; Oracle's technical support policies shall take precedence over anything to the contrary in the end user agreement (as defined below) or Your order with the Supported End User. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Before placing an order for the renewal of technical support services with Oracle, You must have a valid order from the Supported End User. The technical support services shall be subject to a valid end user agreement as identified as follows ("end user agreement"):



The agreement that the Supported End User executed for technical support services for the programs and/or hardware listed in the Service Details section above with Oracle, or a vendor acquired by Oracle, or You. If the Supported End User executed the agreement with You, in order for it to be considered a valid end user agreement, it must meet the requirements for end user agreements as specified in Your agreement and associated Public Sector Addendum (if applicable). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired; or if the Supported End User does not have an existing agreement for technical support services with Oracle, or a vendor acquired by Oracle, or You, You shall ensure that the Supported End User acknowledges and accepts in writing that the terms of the Online Transactional Oracle Master Agreement located at <https://www.oracle.com/corporate/contracts/contract-documents/master-agreement.html> that is in effect at the time You accept the renewal order govern the provision of technical support services listed in the Service Details section above, as well as the Supported End User's rights to use updates and other materials provided or made available by Oracle under technical support services. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

### **Appendix 3 Change**

#### **Control Process**

NOT USED.

### **Appendix 4**

#### **Implementation Plan**

NOT USED

### **Appendix 5**

#### **Lease and/or Licence**

##### **to access Premises**

##### **and Locations**

Software licenses for software installed at UKHSA server centers

### **Appendix 6**

#### **Step In**

#### **Rights**

NOT USED.

### **Appendix 7**

#### **Termination**

#### **Sum**

NOT USED

## **Appendix 8**

### **Staff Transfer**

NOT USED.



**Appendix 9**  
**Software and**  
**EULA**

NOT USED.

**Appendix 10**  
**Key Performance Indicators**

NOT USED.

## **Appendix 11**

### **Subcontractors**

NOT USED.