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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>THE SECRETARY OF STATE FOR THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS 2 Marsham Street, London, SW1P 3EB</i>
The Supplier	<i>Boxxe Limited of Artemis House Eboracum Way, Heworth Green, York, England, YO31 7RE</i>
HealthTrust Europe Contract Reference	HTE-005707

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 **28th March 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 for two further one (1) year terms, provided that the duration of this Contract shall be no longer than **three (3)** years in total. The Term may therefore be: **one plus one plus one (1 + 1 + 1)**.

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. Table A is set out in Appendix 12 of this Contract.

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. The payment profile for this Contract shall be annually in advance, as further detailed in **Appendix 2**.

9. 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.

10. The provision of Services

- (A) The Services Commencement Date shall be ***the Commencement Date***.
- (B) NOT USED
- (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations as per the Purchase Order.

12 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.

- 13 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.
- 14 The Parties agree that TUPE does not apply to the transactions which are the subject matter of this Contract.
- 15 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.
- 16 If the Supplier is unable to provide any of the Services then the Authority shall be entitled to request that the Supplier replaces the underperforming Subcontractor who is responsible for performance of those Services with an alternative subcontractor (which the Authority shall approve of in writing) or the Authority may exercise Step In Rights in relation to those portion of the Services which are being underperformed by that Subcontractor.
- 17 The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9.
- 18 The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- 19 The Contract Managers at the commencement of this Contract are:
 - 19.2 For the Authority:
 - 19.3 [REDACTED]
 - 19.4 For the Supplier:
 - 19.5 [REDACTED]
- 20 Notices served under this Contract are to be delivered to:
 - (a) for the Authority:

[REDACTED]
[REDACTED]
(b) for the Supplier:

[REDACTED]

1. 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.
2. The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
[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
Appendix 11	Subcontractors
Appendix 12	Table A of the Data Protection Protocol

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]		

Appendix 1

Authority Specification

The Services to be provided by the Supplier under this contract are as detailed in the quotations provided in Appendix 2 and are defined as:

- renewal of existing managed mobility solution
- renewal of related VMWare licenses as per existing solution
- Kemp Loadbalancer virtual appliance
- Further detail below:

Defra have a requirement for a supplier to provide enterprise level management services and support for our fleet of mobile devices to provide our staff with secure mobile access to email, applications and cloud services. No additional hardware should be installed on any Defra site/data centre as part of this service.

This service should include:

Mobile Device Management - A cross platform device management solution which supports up to 35,000 of the following device types; Apple, Android, Windows.

App Catalogue - An internal corporate application catalogue from which users can download/install corporate mobile apps on their devices. The solution will provide support for managing applications from the public app stores, the Apple Volume Purchase Program and internally developed applications.

Mobile Access - Allows secure access from mobile devices to DEFRA resources. These may be hosted on the internal on-prem datacentres of each organisation or hosted in the cloud e.g. Azure/AWS.

High Availability – the service will be fully resilient and have an availability of 99.9%

The services delivered will meet Defra requirements in terms of quality, compliance, performance, usability, security, availability, sustainability and value for money.

Integration - The service will be integrated to Apple Business Manager, the Defra IDM service and the MPLS Hub which provides connectivity between the supplier's core infrastructure, Defra datacentres and cloud services.

The service will provide the ability to encrypt traffic between the devices and Defra services for secure access to content, intranet website and app tunnelling

Mobile Service: support for Priority 1 and Priority 2 incidents to Defra 24x7x365. Support for P3 and P4 incidents and requests will be 08:30-17:30hrs Mon-Fri excl. bank holidays.

Role-based access to an administration console for the service platform will be provided to Defra.

The service will deliver and maintain Development, Pre-production and Production environments.

The supplier will carry out testing on the platform and devices for any OS change, patching and application/platform changes.

The supplier will provide monthly service reporting and attend monthly service reviews with Defra.

The supplier will work closely with any other Defra supplier.

The supplier will host an Active Directory domain, where end users will be synchronised from the Defra IDM solution to the supplier-hosted domain (against which authentication will be carried out).

The primary interface function between Defra and cloud platform supplier for support and licence management.

The supplier will follow Defra's Change and Release Management processes.

The supplier will work with Defra to provide a robust and timely escalation procedure.

Monitoring and Event Management

Problem Management

Daily backups of supplier infrastructure

Creation of Knowledge Articles relating to the CMS Service for 1st Line, and continuous update of Knowledge Articles following operational reviews

Provision of a dedicated hosting environment datacentres

Creation of device profiles and compliance policies to meet the authorities' specifications

Management of Apple's Device Enrolment Programme (DEP)

Management of mobile application Access Control List

Appendix 2

Contract Price

Year 1 boxxe service pricing	Product Description	Quantity	Price Each	Total
	boxxe Enterprise Support 24x7	1		
	boxxe Hosting	1		
	boxxe Service cost Co-Term from the 30/03/2023 to 29/03/2024	32040		
	Out of Hours Service Calls - 100 Tickets Per Annum	1		
	boxxe Enhanced Testing Service	1		
	One time Rebates/Discounts			
	Service Credit Rebate for Order's placed in prior year	1		

Year 1 Palo Alto pricing	Product Description	Quantity	Price Each	Total
	PALO ALTO NETWORKS PERPETUAL BUNDLE (BND2) FOR VM-SERIES THAT INCLUDES THREAT PREVENTION DNS SECURITY PANDB URL FILTERING GLOBAL PROTECT AND WILDFIRE SUBSCRIPTIONS AND PREMIUM SUPPORT	4		
	PALO ALTO NETWORKS PERPETUAL LAB BUNDLE (BND2) FOR VM-SERIES THAT INCLUDES VM-300 THREAT PREVENTION DNS SECURITY PANDB URL FILTERING GLOBAL PROTECT WILDFIRE AND SD-WAN SUBSCRIPTION	1		

Year 1 VMware WS1 pricing	Product Description	Quantity	Price Each	Total
	VMWARE WORKSPACE ONE ADVANCED - MANAGED HOSTING - SAAS PRODUCTION SUPPORT - 1 DEVICE - SUBSCRIPTION - 12 MONTH PREPAID. 31-MAR-2023 - 30-MAR-2024	35,000		

Year 1 Kemp pricing	Product Description	Quantity	Price Each	Total
	VLM-3000 - VIRTUAL LOADMASTER APPLIANCE. SUPPORTS UP TO 3 GBPS THROUGHPUT, 4,000 SSL TPS(2K KEYS). SUPPORT REQUIRED. SERIAL NUMBERS - EXPIRY DATE: 01/03/2023.	3		

Appendix 3

Change Control Process

CHANGE CONTROL NOTE (CCN) TEMPLATE

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 28th March 2023 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: Boxxe Limited

The Authority: DEFRA

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

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[Appendix 6]

Step In Rights

NOT USED

OFFICIAL

[Appendix 7]

Termination Sum

NOT USED

[Appendix 8]

Staff Transfer

NOT USED

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Appendix 9

Software and EULA

Appendix 10

Key Performance Indicators

These Key Performance Indicators are intended as templates for each customer, they may be amended as applicable to each subsequent contract, subject to the customer's requirements.

- I. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.
- II. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs.
- III. The Supplier shall monitor its performance against each Target KPI and shall send the Authority a [monthly/ quarterly] report detailing the achieved KPIs in a form and format to be mutually agreed.

The KPIs relating to this Contract are as follows: -

Ref	Service Level	Description	Quarterly Target	Measurement
1	CMS Response Times (SLA)	30 minutes Severity 1 60 minutes Severity 2 90 minutes Severity 3 180 minutes Severity 4	100% for S1 and S2, N/A for S3 and S4	Tracked within the monthly Service Review meeting (from Service Now)
2	CMS Resolution Times (SLA)	180 minutes Severity 1 240 minutes Severity 2 2 working days Severity 3 1 week Severity 4	100% for S1 and 90% for S2, N/A for S3 and S4	Tracked within the monthly Service Review meeting (from Service Now)
3	CMS Hosting Uptime	Availability of service	99.9% uptime	Measured on a 24x7 basis, excluding planned outages

- 1.1 Performance by the Supplier against each KPI shall be graded as follows:

Green Event	Meets the KPI
Amber Event	Some failure to meet the KPI which requires closer monitoring and plans for corrective action.
Red Event	Material failure to meet the KPI
Black Event	Significant failure to meet the KPI

- 1.2 The Supplier shall provide the Authority with a **monthly** performance report detailing its performance in respect of each of the Service Levels.
- 1.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.
- 1.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 1.5 The Authority and the Supplier shall review the KPIs every **month** throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

2 Service Level Failure

- 2.1 A Service Level Failure shall occur where, in any one-month period:

Red Event	Registered against two KPIs
Black Event	Registered against one KPI

Service Credits

- 2.2 If there is a Service Level Failure, the Supplier shall:
- 2.2.1 notify the Authority immediately of the Service Level Failure;
 - 2.2.2 otherwise than in the occurrence of a Relief Event, automatically credit the Authority with the applicable service credits as described below ("**Service Credits**");
 - 2.2.3 provide the Authority with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence ("**Remediation Plan**");
 - 2.2.4 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and
 - 2.2.5 carry out the actions identified in Remediation Plan in accordance with its terms.
- 2.3 Other than in the following circumstances:
- 2.3.1 Any negligent act or omission of the Authority;
 - 2.3.2 Any breach of an express provision of this Contract by the Authority;
 - 2.3.3 Any Force Majeure Event;

a Service Credit is the monthly hosting fee divided by the number of days in that month.

If Service Credits are issued to DEFRA, these will be banked and made available to Defra at a time to be agreed. The Service Credits can be transferred into either: an additional day of the cloud hosted infrastructure; or a half day of consultancy provided by boxxe Limited (i.e. one Service Credit shall equal a half day of boxxe consultancy services), subject to paragraph 2.5 below.

- 2.4 Service Credits shall either be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within thirty (30) Business Days of issue of the credit note. The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Authority.
- 2.5 Services Credits are capped as follows:
 - 2.5.1 For Service Credits to be taken as additional days of cloud hosted infrastructure - P1 is capped at 2.5 days per month and P2 is capped at 1.25 days per month, which is in both cases 5 failures, so the total reachable max would be 10 total failures and 3.75 days per month; and
 - 2.5.2 For Service Credits to be taken as boxxe consultancy half-day units - P1 is capped at 1 per month and P2 is capped at 0.5 days per month, which is in both cases 5 failures, so the total reachable max would be 10 total failures and 1.5 days per month.
- 2.6 Relief Event means:
 - (i) any breach of any express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority's obligations;
 - (ii) any negligent act or omission of the Authority;
 - (i) any Force Majeure Event

Appendix 11

Subcontractors

- VMware – VMware UK Limited

Company number 06001046

Registered office address:

The Pavillions, Bridgwater Road, Bristol, United Kingdom, BS13 8FD

- Palo Alto Networks (UK) Limited

Company number 06851390

Registered office address:

100 New Bridge Street, London, United Kingdom, EC4V 6JA

- Kemp Technology Limited

Company number 09284175

Registered office address:

66 Walk Mill Lane, Kingswood, Wotton Under Edge, GL12 8SA

Appendix 12

Table A of Data Protection Protocol

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide the goods and/or services to employees of the Authority.
Duration of the processing	The Term of the Contract.
Nature and purposes of the processing	The nature of the processing means that the Supplier will collect, use and disseminate personal information (not by automated means) for the purpose of processing Authority employee personal data for fulfilment of delivery of goods and services.
Type of Personal Data being Processed	Name and address of Authority employees who are to receive goods/services under the Contract.
Categories of Data Subject	Staff of the Authority (which may include consultants, agents, and temporary workers).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will not be retained. Once delivery is fulfilled, personal data will be deleted.