

Schedule 7A

**Order Form for Standard Goods and Services – Direct Award**

**Call-off contract under the HealthTrust Europe LLP Framework Agreement for the Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/S 000-007857) dated 2<sup>nd</sup> January 2024.**

<b>The Authority</b>	DEPARTMENT OF HEALTH & SOCIAL CARE
<b>The Supplier</b>	Computacenter (UK) Limited with company number 01584718, whose registered office is at Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW, United Kingdom.
<b>HealthTrust Europe Contract Reference</b>	C245983

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 2<sup>nd</sup> January 2024 (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 the call-off terms and conditions 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) 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.
  - (b) 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.

## **Annex 1 - Standard Terms**

### **1 Commencement Date and Term**

- 1.1 The Commencement Date of this Contract shall be 21<sup>st</sup> May 2024
- 1.2 The Term of this Contract shall be **4 years** from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than **4 years** in total.
- 1.3 Liability. Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges'.

### **2 Data Protection**

This Clause 2 only applies if this box is checked ☐

- 2.1 The Authority and the Supplier acknowledge and agree that it is their responsibility to carry out a data protection impact assessment ("**DPIA**") in accordance with the Data Protection Legislation and provided the DPIA confirms that the Supplier's systems and processes adequately provide the necessary guarantees to implement appropriate technical and organisational measures to comply with the Data Protection Legislation, they shall enter into the relevant data protection agreement.
- 2.2 The parties further acknowledge and agree that HealthTrust Europe will not be involved in or be responsible for the conduct of DPIAs and the supply of any data protection agreements (including a data protection protocol) required for Processing Personal Data under the Contract. For the avoidance of doubt, HealthTrust Europe accepts no responsibility in relation to any issues or claims related to the Processing of Personal Data by the Supplier for the Authority in pursuance of the Contract.
- 2.3 The Parties warrant that they have read, understood, and agree to the data protection provisions set out in Schedule 3 (Information and Data Provisions) of the Call Off Terms and Conditions.
- 2.4 The parties agree to comply with the Data Protection Protocol set out within Appendix 13.

### **3 Payment Terms**

- 3.1 The payment profile for this Contract shall be payment in accordance with Appendix 1 and Appendix 2.

### **4 Termination**

- 4.1 The Authority may not terminate this Contract without cause.

## 5 Locations

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

### 5.1 DXC Technology

Erskine Ferry Road, Bishopton, Renfrewshire, Scotland, PA7 5PP

### 5.2 Department of Health and Social Care

Room 1N01, Quarry House

Quarry Hill, Leeds, West Yorkshire, LS2 7UE

### 5.3 Department of Health and Social Care

39 Victoria Street, Westminster

London SW1H 0EU

**Note:** the delivery address will be confirmed at the placing of each order. Time will not be of the essence.

## 6 Use of Subcontractors

This Clause 6 only applies if this box is checked ☒

6.1 The Participating 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 Participating 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.

6.2 Where the Supplier sub-contracts the provision of any Goods and/or Services in pursuance of its contractual obligations under this Contract, the Supplier warrants and represents to the Participating Authority and to HealthTrust Europe that in addition to all other requirements related to subcontracting stated within the Framework Agreement, it shall remain the single point of contact and be responsible to HealthTrust Europe and the Participating Authority for all acts or omissions of the Sub-contractor or substitute Sub-contractor as though they were the Supplier's own acts or omissions for all elements of any Solution, including but not limited to Software and Equipment; and it shall ensure and shall procure that that its Sub-contractor(s) will deliver the Goods and/or Services in accordance with the terms of the Contract and in so doing, the Supplier shall:

- 6.2.1 strictly adherence to all KPI's and performance standards of the Contract and to all elements of the Specification;
- 6.2.2 immediately inform HealthTrust Europe and the Participating Authority in the event a Sub-Contractor fails, or becomes unable to meet any element of the Specification;
- 6.2.3 provide a list of all Sub-Contractors appointed at the Commencement Date as an annex to the Contract in the format set out below at Annex A of Appendix 11 (Subcontractors);

- 6.2.4 seek the prior written approval of the Participating Authority by following the Change Control Process if at any time during the Term the need arises to replace a Sub-Contractor listed in Annex A of Appendix 11 (Subcontractors), or to appoint a new Sub-Contractor.

6.3 The Supplier acknowledges and agrees that any proposed amendment to Annex A of Appendix 11 (Sub-contractors) shall be reserved as a right to the Participating Authority to: (i) consider any such amendment as a material variation of the Contract; (ii) reject the proposed change of Sub-Contractor; (iii) not accept Goods and/or Services from the any proposed new subcontractor; (iv) consider its option to re-tender for its requirements; and (v) without prejudice to any other rights reserved under the Contract terminate the Contract. The Participating Authority's approval shall not be unreasonably withheld or delayed.

6.4 The Supplier undertakes, warrants, and agrees that in order to meet its obligations under this Framework Agreement, it shall enter into contracts with its Sub-contractors that mirror the terms and conditions essential to perform the whole or the part(s) of its obligations which form the basis of the sub-contract. In any event, the Supplier shall ensure and shall procure that, as a minimum, its Sub-contractor will:

- 6.4.1 perform its obligations in accordance with the terms and conditions identical to those contained in the relevant contract with the Participating Authority;
- 6.4.2 acquire and maintain the same types and levels of insurance that will cover the risks required for performing under the relevant Contract;
- 6.4.3 where there will be Processing of Personal Data, the Supplier and the Sub-contractor will first conduct a data protection impact assessment (DPIA) on the operations of the Sub-contractor to ensure it has in place the appropriate security, technical and organisational measures to address the risks and ensure protection of personal data which demonstrate compliance with the data protection laws; and
- 6.4.4 cooperate fully in any audit or investigation undertaken by HealthTrust Europe or the Participating Authority in accordance with the call-off contract and the Framework Agreement.

6.5 In addition to all other rights reserved by HealthTrust Europe under the Framework Agreement, HealthTrust Europe hereby also reserves the right to conduct audits to: (i) ensure DPIAs are undertaken; (ii) review the due diligence process undertaken by the Supplier in relation to appointing Sub-contractors; and (iii) all other sub-contracting processes or changes thereto are compliantly undertaken. In this regard, the Supplier acknowledges and agrees that to ensure adherence to the terms and conditions of the Framework Agreement and any call-off contracts, it shall cooperate fully and procure that its Sub-contractor will cooperate fully in any such audits. Such audits will be conducted by HealthTrust Europe or its nominated agent(s), as and when deemed necessary, in the reasonable opinion of HealthTrust Europe, but in any event no more than once in a twelve (12) month period.

6.6 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 for which each Sub-contractor will be responsible are also detailed in Appendix 11 (Subcontractors).

7 Lenovo is the manufacturer and they will build the order and deliver into DXC

## 8 Contract Management

Communication for all orders should be directed to: [REDACTED]

The Contract Managers at the commencement of this Contract are:

8.1 For the Participating Authority:

[REDACTED]

8.2 For the Supplier:

[REDACTED]

## 9 Notices

Notices served under this Contract are to be delivered to:

(a) For the Participating Authority:

[REDACTED]

(b) For the Supplier:

[REDACTED]

10 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.

11 The following Annexes are incorporated within this Contract:

<b>Annex 1</b>	Standard Terms
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12 The following Appendices are incorporated within this Contract:


Appendix 1	Participating Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Implementation Plan <b>Not applicable</b>
Appendix 5	Locations subject to lease and/or licence <b>Not applicable</b>
Appendix 6	Step In Rights <b>Not applicable</b>
Appendix 7	Termination Sum <b>Not applicable</b>
Appendix 8	TUPE transfer <b>Not applicable</b>
Appendix 9	Software and End User License Agreement (EULA) <b>Not applicable</b>
Appendix 10	Key Performance Indicators <b>Not applicable</b>
Appendix 11	Subcontractors
Appendix 12	Social Value
Appendix 13	Data Protection Protocol Form <b>Not applicable</b>

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

Name:		Authority Signature:	
Position:		Date:	13/06/2024

**AND**

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

Name:		Supplier Signature:	
Position:		Date:	10 June 2024   07:43 PDT

## **Appendix 1**

### **Authority Specification**

The warranty for Goods (if any) shall be as per the applicable third-party manufacturer's standard warranty.

For the avoidance of doubt this contract is established for a period of cover spanning 4 years from 31<sup>st</sup> March 2024 when the first order against it was placed.

Its purpose is to provide contractual cover for all orders the Authority place with Computacenter UK Ltd during that term as long as these are permissible according to the Public Contract Regs 2015. There is no commitment to buy beyond any formal orders that are subsequently placed by the Authority.

**Initial Order – placed 12<sup>th</sup> February 2024 – PO 571217**

**Quotation: 9045035/2**

1000 x Notebook ThinkPad T14s Gen 4 21F7CTO1WW i5

Part Number: Non catalogue item

Manufacturer Part Number: 21F7S6MW00

[REDACTED]

Total £831,940.00 + vat.

1500 x EPOS IMPACT SC 60 USB ML headset – EPOS IMPACT SC 60 USB ML – Headset – on-ear – wired – USB – black with orange colour highlights.

Part Number: 4414298

Manufacturer Part Number: 1000551

[REDACTED]

Total £36,840.00

VAT £173,756.00

Total incl. VAT £1,042,536.00

## **Appendix 2**

### **Contract Price**

Initial Order Value against PO 571217 is £868,780 + VAT. See 'Table 1', below, showing a breakdown of this amount.

The Supplier shall be made by BACS or other electronic payment 30 days from receipt of invoice.

**Table 1:** Breakdown of contract value

	ITEM	NO OF UNITS (net)	UNIT PRICE (net)	COST FOR ALL UNITS (net)	VAT	TOTAL COST (inclu VAT)
1	Notebook Thinkpads	1,000				
2	Headsets	1,500				
	<b>TOTAL</b>			<b>£868,780.00</b>	<b>£173,756.00</b>	<b>£1,042,536.00</b>



**[Appendix 3]**

**Change Control Process**

Any changes to requirements placed under this contract will be agreed in the first instance with [REDACTED] IT Contracts Manager following agreement with the DHSC Hardware manager.

## **Appendix 11**

### **Subcontractors**

#### **Annex A**

#### **List of Sub-Contractors**

In exercise of its right under Clause 28.1 of Schedule 2 (General Terms and Conditions of these Call-off Contract), the Participating Authority hereby authorises the appointment by the Supplier of the following Sub-Contractors for the purpose of this Contract:

<b>Sub-contractor Name</b>	<b>The percentage (%) of work being delivered by the Sub-contractor</b>	<b>Key contract deliverables</b>
	50%	

## **Appendix 12**

### **Social Value**

#### Carbon Reduction Plan (UK)

In September, 2021, we published our carbon reduction plan to achieve 'Net Zero' carbon emissions for our UK operations by 2050, which has since been brought forward to 2040 in line with our global Net Zero target.

We update our carbon reduction plan on an annual basis, to reflect our progress against our targets and demonstrate the activities that we have planned and undertaken to enable us to meet our commitment. Environmental Policy.

Our environmental policy commits us to continuously improving the environmental impact of our business activities. We enact the policy through an environmental management system (EMS) covering major sites and operational areas, which among other things ensures we comply fully with all relevant environmental legislation, regulations, and other requirements. We use the EMS to provide a framework for setting and reviewing environmental objectives and targets.

We are committed to pursuing a reduction in the sustainability impacts through our choice of suppliers, and the accreditations and standards we have in place. Our services are focused on achieving greater asset sustainability, greater mobility, reducing the need for office space and prioritising reuse and redeployment of devices.

We have expert knowledge of environmental legislation such as WEEE, RoHS, the EU Directive on Energy Using Products and R2, as well as eco-labels such as EPEAT, Blue Angel, TCO. By sourcing and supplying products that meet these specifications, we can indirectly contribute towards our customers own environmental objectives.

We maintain compliance with the following:

- BSI ISO 14001:2015
- WEEE Regulations 2006
- Compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements
- ENERGY STAR relevant to ICT equipment
- EU Code of Conduct on Data Centres' Energy Efficiency
- Fleet Operators Recognition Scheme (FORS)
- Compliance with ISO50001 best practises

As a leading European provider of IT infrastructure services, we are committed to continuously improving the environmental impact of our business activities. Our environmental policy is enacted by an Environmental Management System (EMS) covering major sites and operational areas ensuring we:

- Identify significant environmental impacts of our business;

- Provide frameworks for setting/reviewing environmental objectives and targets, including the reuse, recycling and reduction of waste;
- Prevent pollution and ensure an emergency response capability to cope with accidental pollution incidents;
- Communicate with employees to improve awareness of environmental matters; and
- Regularly review CO2 emissions decline.

We also adhere to sustainable practises in respect of our supply chain and chosen partners/vendors.

Computacenter is listed in the FTSE4Good Index Series with an overall ESG Rating of 3.6 out of 5 for 2022. The FTSE4Good Index Series is designed to measure the performance of companies demonstrating strong Environmental, Social and Governance (ESG) practices.

The third pillar of the Computacenter sustainability strategy is focused on helping customers achieve their sustainability objectives through the solutions and services that we provide. We leverage our capabilities and partnerships with leading technology providers to provide solutions that support the sustainability goals of our customers and our industry.

With a wealth of experience in technology sourcing, comprehensive vendor relationships with global scale, and access to facilities such as our own circular services division, Computacenter is well positioned to help customers excel in their sustainability agenda. Computacenter is working actively with vendors to build transparency throughout the technology sourcing portfolio and help customers make informed decisions on their sustainability roadmap.

As important as the beginning of the technology lifecycle, the end of life and mid-life value remain important aspects of any sourcing decisions. Computacenter will offer honest and straightforward advice on how to extract the most value from your solution and help build responsible lifecycle management into the roadmap. With state-of-the-art facilities ready to resource, revalue, redeploy, and recycle, Computacenter's specialised circular services offer unparalleled scope and scale.

## Integration & Deployment

The purchase and provision of technology carries a widely variable carbon footprint. This is generated from the shipment and distribution from manufacturing plants down the chain to the final intended usage location. The management of this supply chain, and the optimisation of transportation methods, delivery routes, and distribution networks have become a key and critical capability where we can reduce our environmental impact. Through using our solar powered Integration Centers around the world, we are able to provide sustainability-focused configuration and implementation services across workplace, network and data center technology and deploy at unparalleled pace and scale to our customers.

**Configuration, Asseting & Application Loading** - Through aggregating multi-vendor deliveries into a consolidated configuration service, we are able to minimise the environmental impact of onward deployment to our customers and ensure that they received products that are operationally ready and compliant with any specific technical and security requirements.

**Workstyle Product Bundles** - Complete bundles aligned to customer workstyle analysis can be provided as a single delivery, providing complete working solutions for both office and remote working, minimising carbon emissions through reducing orders, shipments, and installation events.

**Automated Deployment & Configuration** - We are able to use modern automated deployment tools and methodologies via a hybrid model to both enhance user experience and minimise environmental impact, supporting customers in their journeys to future cloud automation.

**Sustainability Optimisation** - As part of the configuration process, we can look at optimising settings such as power management and display brightness to minimise power draw and contribute to a reduction in emissions realised when the hardware is in use.

**Innovative Deployment Solutions** - We have bespoke solutions established for all kinds of different technology requirements from the workplace to the data center, all of which significantly increase the efficiency of the deployment process through consolidation, removal of packaging, and optimised delivery configurations.

## **Circular Services**

Computacenter provides a range of Circular Services that provide lifecycle support to repair, re-use, refurbish and recycle IT products for our clients. We do this in the UK, Europe and to over 70 countries worldwide. We manage IT assets in a low-risk, low-maintenance and sustainable manner, with the knowledge that all data and environmental issues meet strict international security and environmental standards. Our data security processes form part of the certification to the international quality assurance standards, ISO9001:2015 and ISO27001:2013. Processing over 1.9 million devices per annum, avoiding over 112,000 tons of CO2 emissions through reusing IT equipment and saving 105 million litres of water. This is achieved through our 5-stage approach to Circular IT Services:

- (1) **Reduce:** Ensuring that organisations only consume what they need to make sustainable sourcing decisions. This includes buying new products based on their use of recyclable materials, energy efficiency 'EPEAT' and Energy Star ratings, removing unnecessary accessories when ordering, and sourcing from sustainable & responsible organisations. We also work with customers to ensure that technology within their environment is utilised in the most efficient way, including establishing in-life usage best practice initiatives such as device builds that maximise energy efficiency settings and removing aging, non-energy efficient devices and replacing with more sustainable alternatives. Also, the reduction and removal of packaging and efficient logistics deliveries in cages (with collections for disposal at the same time as deliveries) all contributes to the reduction of environmental impact through the consumption of our services.
- (2) **Reuse:** Putting customer assets to good use elsewhere within their business through redeployment saves money and carbon against purchasing new. Alternatively, through our remarketing programme, the ability to sell on all functional assets that are no longer required generates additional revenue for our customers, as well as reducing the carbon footprint of third parties buying new.
- (3) **Recycle:** Equipment that passes through our Circular Services division that is too old or damaged is recycled, with <0.5% of materials sent to landfill. This removes potentially harmful materials from the environment, whilst extracting metal and plastic products that can be reused in manufacturing and reduces the need for manufacturers to harvest new raw materials.
- (4) **Recover:** Where there are small amounts of materials which cannot currently be recycled, these are incinerated, the energy this generates is used to help power our recycling

plant. The amount of these materials is expected to reduce further over time as manufacturers continually improve the proportion of recyclable materials used in the manufacturing of new devices.

(5) **Return:** The residue from incineration is sent to landfill as inert soil 'ash'. We continue to work with specialist recycling organisations to identify the non-recyclable material and reduce this as much as possible.

All of our Circular IT services provide reporting on carbon and water wastage reporting. Our credibility in this area is reflected in our recent nomination for CRN's 'Best Circular Economy Company' award as part of their 2021 Tech Impact Awards.

## **Supply Chain Management**

When selecting who we want to work with, we ensure that our terms of engagement are clear and that they support both our Group values and our wider sustainability strategy. In 2021 we comprehensively reviewed our Supplier Code of Conduct. As a result, this has been strengthened in several areas to ensure that it is clear to potential suppliers what our requirements within both the Modern Slavery and wider compliance environment are and how they are expected to behave within their business operations.

Suppliers are required by our Code of Conduct to notify Computacenter of any breach of these standards and to take appropriate steps to remedy them. Breaches of the requirements of our Code of Conduct are considered by us to be very serious and could lead to us terminating relationships with a supplier where we feel this is appropriate in order to protect ourselves and our customers.

Computacenter is currently undertaking a transformation of our Supply Chain Management function, with new global systems being implemented and integrated to facilitate enhanced monitoring, auditing and reporting against environmental, social and governance metrics in particular, following EcoVadis best practice recommendations. This enables:

- Repeatable engagement with suppliers to update questionnaire responses on labour, human rights and sustainability metrics via an online, multi-language portal
- Acknowledgement and acceptance of key documents and terms (e.g. Supplier Code of Conduct) whenever these are updated or new suppliers are on-boarded
- Enhanced supply chain compliance reporting and analysis
- Integration with internal Computacenter systems for seamless delivery to customers
- Risk compliance flagging at market/region/country/supplier levels, triggering further investigation

## Ongoing contract management

Through our partnerships and internal capabilities, we can offer services which can track your devices in terms of emissions and how new devices can be recommended to offset this. When utilising Computacenter's Technology Sourcing capabilities, we engage organisations and partners to understand the new device strategy, how they're procured and whether the new devices are going to have an adverse impact or not. The new devices which Dept of Health and Social Care have procured, have improved their carbon footprint based on new ways of building the devices, but also how they're reusing equipment where possible.