

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>Secretary of State Department for Environment, Food and Rural Affairs,</i> [REDACTED]
The Supplier	<i>Boxxe Limited</i> [REDACTED] [REDACTED]
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 and the boxxe proposal DOEPPRO2106161041113 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 **1st October 2021**.

5. The Term of this Contract shall be 2 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 3 years in total.

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.

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. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 30 days of the date of delivery of the relevant Goods.

9. The payment profile for this Contract shall be as detailed in [REDACTED]
10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on 30 days written notice.
11. The provision of Services

The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations as detailed in the requirements document End_User_IT_Detailed_Requirements 2.0 FINAL and the boxxe proposal DOEPPRO210616104111 Appendix 3 or any other location reasonably requested by the Authority.

12. New Technologies

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

13 Early Payment Discount

NOT USED

14 Training/ Support Services/ Help Desk

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

NOT USED.

16 Implementation

(A) The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.

(B) 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 12 overleaf.

(C) 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.

(D) The KPI's and Service Credits applicable to the Contract are detailed in boxxe proposal DOEPPRO210616104111_Appendix 3.

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:

Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	boxxe Ltd proposal DOEPPRO210616104111
Appendix 4	Implementation Plan
Appendix 5	Lease and/or Licence to access Premises and Locations (Not Used)
Appendix 6	Step In Rights
Appendix 7	Termination Sum (Not Used)
Appendix 8	Staff Transfer
Appendix 9	Software and End User License Agreement (EULA) (Not Used)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors (Not Used)
Appendix 12	Change Control Process

Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	Senior Category Manager...		

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:	Contracts Manager		

Appendix 1

Authority Specification



End_User_IT_Detail
ed_Requirements 2.

Appendix 2

Contract Price



2 yr Cost Model -
V2.xlsx



Appendix 3

boxxe Ltd Proposal DOEPPRO210616104111



DEFRA OEP IT
Service Proposal HL

Appendix 4

Implementation Plan



OEP Programme Plan
v0.5.pdf

Appendix 5

Lease and/or Licence to access Premises and Locations

Not Used

Appendix 6

Step-in rights

The Authority retains step-in rights which allow them to take over the Contract and provide End User Computing Services if the Supplier cannot or does not perform the Contract properly.

- (A) The Authority may take action under this clause in the following circumstances:
- (B) There is a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any part thereof.
- (C) There is a Delay that has, or the Authority reasonably anticipates will result in the Supplier's failure to Achieve a Milestone in respect of Authority to Proceed by its Milestone Date.
- (D) Force Majeure Event occurs which materially prevents or materially delays the performance of the Services or any part thereof.
- (E) The Supplier has failed any single KPI or SLA more than twice in an 18-month rolling period.
- (F) Because a serious risk exists to the health or safety of persons, property or the environment.

Appendix 7

Termination Sum

Not Used

Appendix 8

Staff Transfer

The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any provisions replacing or amending those provisions (the "Transfer Regulations") do not apply to the transactions which are the subject matter of this Contract. If it is subsequently determined by a court or tribunal of competent jurisdiction that the Transfer Regulations do apply to a transaction which is the subject matter of the Contract, the Authority shall indemnify and hold harmless the Supplier and any sub-contractor of the Supplier from and against all liability and loss suffered and any costs and expenses reasonably and properly incurred by the Supplier and any sub-contractor of the Supplier, as a result of the Transfer Regulations applying, including all liability and loss suffered and any costs and expenses reasonably and properly incurred arising out of or in connection with the employment of former employees of the Authority and/or any employees of any the Authority's contractors, including breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed

Appendix 9

Software and EULA

NOT USED

Appendix 10

Key Performance Indicators

The Key Performance Indicators applicable to this contract are detailed in the Authority's specification and requirements document (Appendix 1 – Authority Specification)

Due to the nature of this service and the immaturity of the OEP as an organisation, it is agreed that the Authority will hold a Supplier Performance Review meeting after 3 months following the start date of the service (anticipated to be 1st January 2022) whereby, mutually agreeable Key performance Indicators and Service Level Agreements will be put in place to monitor future performance.

Appendix 11

Subcontractors

NOT USED

Appendix 12

Change Control Process

CHANGE CONTROL NOTE (CCN)

**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 [enter call-off contract date] 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: [to be completed]

The Authority: [to be completed]

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

END