



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 January 2024.

The Authority	Department of Environment Food & Rural Affairs of Nobel House, 17 Smith Square, London, SW1P 3JR
The Supplier	Insight Direct (UK) Ltd 1st Floor, St Paul's Place, 121 Norfolk Street, Sheffield, England, S1 2JF
HealthTrust Europe Contract Reference	HTE3-011006
Insight Reference	18387
Defra Contract Reference	C25963
Insight Contract Manager	<div></div>

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 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) and attached in Appendix 14 of this Schedule 7A order form for standard services – direct award.
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of these 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 **14 August 2024**

1.2 The Contract Term is to be from **14 August 2024 to 14 August 2027**

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 annually in advance in accordance with Adobe ETLA DR3998467

4 Termination

4.1 The Authority may terminate this Contract forthwith by notice 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.

5 Locations

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

5.1 Department for Environment Food & Rural Affairs

6 Use of Subcontractors

This Clause 6 only applies if this box is checked ☐

6.1 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.

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 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 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 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 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 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 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 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 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 Contract Management

The Contract Managers at the commencement of this Contract are:

- 7.1 For the Authority: [REDACTED]
Department for Environment, Food and Rural Affairs.
- 7.2 For the Supplier: [REDACTED]

8 Notices

Notices served under this Contract are to be delivered to:

8.1 For the Authority: [REDACTED]. Horizon
House, Deanery Road, Bristol, BS1 5AH

8.2 For the Supplier: [REDACTED]
[REDACTED]

9 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.

10 The following Annexes are incorporated within this Contract:

Annex 1	Standard Terms
Annex 2	Additional Key Provisions to Appendices 3 to 13 – Optional
Annex 3	Terms for Software and related Services – Optional

11 The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Locations subject to lease and/or licence
Appendix 6	Step In Rights
Appendix 7	Termination
Appendix 8	TUPE Transfer
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors
Appendix 12	Social Value
Appendix 13	Data Protection Protocol Form
Appendix 14	Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:		Date:	22/08/2024

AND

Signed by the authorised representative of THE SUPPLIER

Name:		Signature:	
Position:		Date:	Aug 22, 2024

Appendix 1

Authority Specification

DEFRA ETLA Restructure

Material	Material Description	Quantity
65286686	ADOBE ACROBAT PRO DC Mfr Name: ADOBE SYSTEMS Mfr Part No.:65286686 Coverage Dates: 14-AUG-2024 - 14-AUG-2025	9,300
65330520	ALLAPPS,PROWITHFIREFLY (EDITION 4) Mfr Name: ADOBE SYSTEMS Mfr Part No.:65330520 All Apps,Pro with Firefly (Edition 4)	65
65330514	SINGLEAPP,PROWITHFIREFLY (EDITION 4) Mfr Name: ADOBE SYSTEMS Mfr Part No.:65330514 Single App,Pro with Firefly (Edition 4)	600
65330788	ADOBE EXPRESS WITH FIREFLY (SEAT BASED) Mfr Name: ADOBE SYSTEMS Mfr Part No.:65330788 Adobe Express with Firefly (Seat Based)	30
65291298	ADOBE SYSTEMS CAPTIVATE Mfr Name: ADOBE SYSTEMS Mfr Part No.:65291298 Coverage Dates: 14-AUG-2024 - 14-AUG-2025	38
65320655	ADOBE PHOTOSHOP ELEMENTS Mfr Name: ADOBE SYSTEMS Mfr Part No.:65320655 Coverage Dates: 14-AUG-2024 - 14-AUG-2027	31

Material	Material Description	Quantity
65320652	ADOBE PREMIERE ELEMENTS Mfr Name: ADOBE SYSTEMS Mfr Part No.:65320652 Coverage Dates: 14-AUG-2024 - 14-AUG-2027	4
65326892	ROBOHELP Mfr Name: ADOBE SYSTEMS Mfr Part No.:65326892 RoboHelp	1
65312166	ADOBE ROBOHELP SERVER Mfr Name: ADOBE SYSTEMS Mfr Part No.:65312166 Coverage Dates: 14-AUG-2024 - 14-AUG-2027	1
65272765	SIGN Mfr Name: ADOBE SYSTEMS Mfr Part No.:65272765 Sign	5,000

Appendix 2

Contract Price (Excluding VAT)

Material	Material Description	Quantity	Unit Price	Extended Price
65286686	ADOBE ACROBAT PRO DC Mfr Name: ADOBE SYSTEMS Mfr Part No.:65286686 Coverage Dates: 14-AUG-2024 - 14-AUG-2025	9,300		
65330520	ALLAPPS,PROWITHFIREFLY (EDITION 4) Mfr Name: ADOBE SYSTEMS Mfr Part No.:65330520 All Apps,Pro with Firefly (Edition 4)	65		
65330514	SINGLEAPP,PROWITHFIREFLY (EDITION 4) Mfr Name: ADOBE SYSTEMS Mfr Part No.:65330514 Single App,Pro with Firefly (Edition 4)	600		
65330788	ADOBE EXPRESS WITH FIREFLY (SEAT BASED) Mfr Name: ADOBE SYSTEMS Mfr Part No.:65330788 Adobe Express with Firefly (Seat Based)	30		
65291298	ADOBE SYSTEMS CAPTIVATE Mfr Name: ADOBE SYSTEMS Mfr Part No.:65291298 Coverage Dates: 14-AUG-2024 - 14-AUG-2025	38		
65320655	ADOBE PHOTOSHOP ELEMENTS Mfr Name: ADOBE SYSTEMS Mfr Part No.:65320655 Coverage Dates: 14-AUG-2024 - 14-AUG-2027	31		
Material	Material Description	Quantity		
65320652	ADOBE PREMIERE ELEMENTS Mfr Name: ADOBE SYSTEMS Mfr Part No.:65320652 Coverage Dates: 14-AUG-2024 - 14-AUG-2027	4		
65326892	ROBOHELP Mfr Name: ADOBE SYSTEMS Mfr Part No.:65326892 RoboHelp	1		
65312166	ADOBE ROBOHELP SERVER Mfr Name: ADOBE SYSTEMS Mfr Part No.:65312166 Coverage Dates: 14-AUG-2024 - 14-AUG-2027	1		
65272765	SIGN Mfr Name: ADOBE SYSTEMS Mfr Part No.:65272765 Sign	5,000		
			Product Subtotal	1,163,844.72
			VAT	232,768.94
			Total	1,396,613.66

Total Year 1 Charges: £1,163,844.72

Total Contractual Charges for Years 1,2,3: £3,491,534.16

Payment Notes:

1. Payment to be made annually in advance in accordance with Adobe ETLA DR3998467



Quotation
#0210605851 - DEFRA

Appendix 3

Change Control Process – standard framework terms

Appendix 4

Implementation Plan – not applicable.

Appendix 5

Lease and/or Licence to access Premises and Locations not applicable

Appendix 6

Step In Rights – standard framework terms

Appendix 7

Termination Sum– not applicable

Appendix 8

Staff Transfer – not applicable

Appendix 9

Software and End-User Licence Agreement (EULA) – the licencing documentation will be sent directly to the end user.

Appendix 10

Key Performance Indicators (KPIs) as set out within the service level agreement will be sent directly to the end user.

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 Authority hereby authorises the appointment by the Supplier of the following Sub-Contractors for the purpose of this Contract:

Sub-contractor Name	The percentage (%) of work being delivered by the Sub-contractor	Key contract deliverables
N/A	N/A	100% of project solution

Appendix 12

Social Value

(Available on request)

Appendix 13

DATA PROTECTION PROTOCOL

Data Protection Protocol applicable when Clause 2 is checked.



Data Protection
Protocol - DEFRA.doc

Appendix 14

**APPENDIX A CALL OFF TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND THE
PROVISION OF SERVICES**



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18387 - HTE3 - DEFRA - Adobe - Core LM v2

Final Audit Report

2024-08-22

Created:	2024-08-22
By:	[REDACTED]
Status:	Signed
Transaction ID:	CBJCHBCAABAAbAP66Ec640XvRjFmcIUAcV5Fy0jn5O0V

"18387 - HTE3 - DEFRA - Adobe - Core LM v2" History

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-  Document emailed to [REDACTED] for signature
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-  Document e-signed by [REDACTED]
Signature Date: 2024-08-22 - 10:54:25 AM GMT - Time Source: server- IP address: 20.26.129.87
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