

Schedule 7A**Order Form for Standard Goods and Services – Direct Award****DDaT22174 - Fortigate Unified Threat Protection**

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 [REDACTED] dated 27th September 2019.

The Authority	<i>UK Research and Innovation, Polaris House, North Star Avenue, Swindon, SN2 1FL</i>
The Supplier	<i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i>
HealthTrust Europe Contract Reference	HTE-005705

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 Saturday 2nd July 2022.

5. The End Date shall expire on Sunday 2nd October 2022.

6. Data Protection – Not applicable

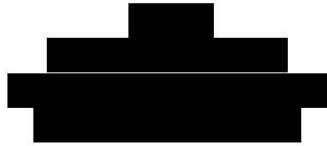
7. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.(i) of Schedule 2 of the Call-Off Terms and Conditions.

8. The payment profile for this Call-Off Contract is paid one-off in advance from PO release. All invoices must include a valid purchase order number and the DDaT reference – DDaT22174. All invoices shall be sent to [REDACTED] for processing.

9. The provision of Services

(A) The Services Commencement Date shall be Sunday 2nd July 2022.

- (B) The Services shall be provided by the Supplier at the Premises and Locations listed below:



12 Early Payment Discount

N/A

13 Training/ Support Services/ Help Desk

14 Use of Subcontractors - N/A

- (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 11.

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

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

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

[REDACTED]
[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:

Appendix 1	Authority Specification
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Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Lease and/or License to access Premises and Locations
Appendix 6	Step In Rights
Appendix 7	Termination Sum
Appendix 8	Staff Transfer
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors

Signed for and on behalf of UK Research and Innovation by its authorised representative

Name:	
Position:	

Signed by the authorised representative of Insight Direct UK

Name:	
Position:	

Appendix 1**Authority Specification****CONTRACT DURATION**

The contract will begin on Saturday 2nd July 2022 and will expire on Sunday 2nd October 2022.

DELIVERY ADDRESS

[REDACTED]

REQUIREMENT

The Supplier shall provide UKRI with the requirements, as referenced in the below quote:

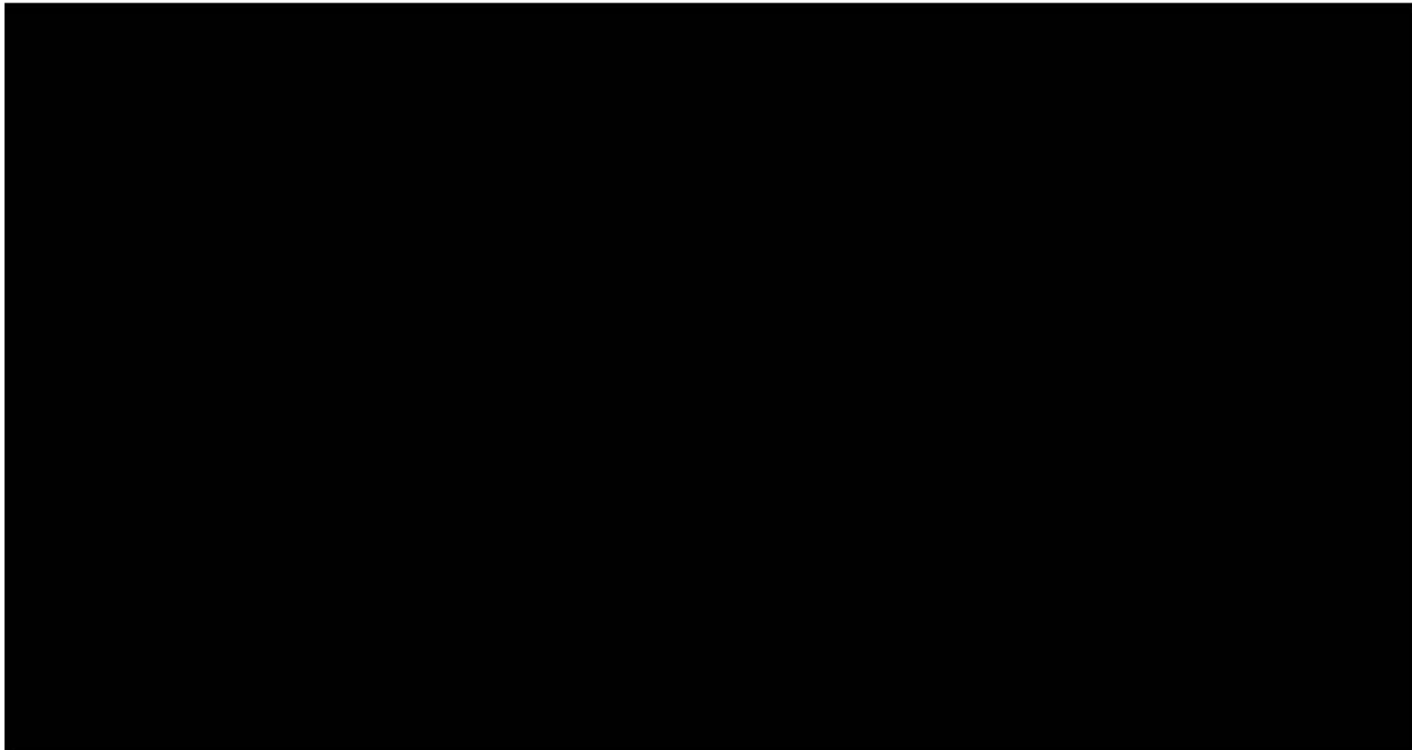
[REDACTED]

Appendix 2

Contract Price

COMMERCIALS

The total contract value will not exceed £22,856.10 excluding VAT, as per the below breakdown:



Appendix 3

Change Control Process

In this Schedule the following definitions shall apply:

“Authority's Change Manager”	means the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative.
“Change Authorisation Note”	means the form used by the Parties to set out the agreed Contract Change and which shall be substantially in the form of Annex 3 to this Schedule.
“Change Request”	means a written request for a Contract Change which shall be substantially in the form of Annex 1 to this Schedule.
“Contract Change”	means any change to this agreement other than an Operational Change.
“Change Communication”	means any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule
“Supplier's Change Manager”	means the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Project Manager.
“Fast-track Change”	means any Contract Change which the Parties agree to expedite in accordance with paragraph 7.2 of this Schedule.
“Impact Assessment”	means an assessment of a Change Request substantially in the form of Annex 2 to this Schedule.
“Operational Change”	<p>means any change in the Supplier's operational procedures which in all respects, when implemented:</p> <p>a) will not affect the Contract Price or the Supplier's costs of performing the Services and will not result in any other costs to the Authority; and/or</p> <p>b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; and/or</p>

	<p>c) will not adversely affect the interfaces or interoperability of the Services with the Authority's hospital information systems; and/or</p> <p>d) will not require a change to the Contract.</p>
"Receiving Party"	means the Party which receives a proposed Contract Change.

1. General Principles of Change Control Procedure

- 1.1 This schedule sets out the procedure for dealing with Contract Changes.
- 1.2 Operational Changes shall be processed in accordance with paragraph 8 below. If either Party is in doubt about whether a change falls within the definition of an Operational Change then it will be processed as a Contract Change.
- 1.3 Under this Change Control Procedure:
 - 1.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph 3;
 - 1.3.2 the Supplier will assess and document the potential impact of a proposed Contract Change in accordance with paragraph 4 before the Contract is either approved or implemented;
 - 1.3.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 5;
 - 1.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in paragraph 6;
 - 1.3.5 no proposed Contract Change shall be implemented by the Supplier until such time as a Change Authorisation Note has been signed and issued by the Authority in accordance with paragraph 5.2; and
 - 1.3.6 if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change then it shall be processed in accordance with paragraph 7.
- 1.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties will agree a process for any applicable test procedures in respect of such Contract Changes for the purposes of affected procedures.
- 1.5 Until such time as a Change Authorisation Note has been signed and issued by the Authority in accordance with paragraph 5.2, then
 - 1.5.1 unless the Authority expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with

the existing terms of the Contract as if the proposed Contract Change did not apply; and

- 2.1.1 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

2. Costs

- 2.1 Subject to Paragraph 2.3 each Party shall bear its own costs in relation to the preparation and agreement of each Change Request and Impact Assessment.
- 2.2 All Contract Changes shall be calculated and charged in accordance with the principles and rates set out in Appendix 2 of the Order Form. The Supplier will only be entitled to increase the Contract Price if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and that such additional resources are not accounted for within the scope of the Contract Price already payable by the Authority. In any event, any change to the Contract Price resulting from a Contract Change (whether the change will cause an increase or a decrease in the same) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.
- 2.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or default by the Supplier shall be paid for by the Supplier.

3. Change Request

- 3.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. The Change Request shall be substantially in the form of Annex 1 to this Appendix and must state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 3.2 If the Supplier issued the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Business Days of the date of issuing the Change Request.
- 3.3 If the Authority issued the Change Request, then the Supplier shall provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Business Days of the date of receiving the Change Request provided that if the Supplier requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it will promptly notify the Authority and the time period shall be extended by the time taken by the Authority to provide those clarifications. The Authority shall respond to the request for clarifications as soon as is reasonably practicable and the Supplier shall provide the Authority with sufficient information to enable it to understand fully the nature of the request for clarification.

4. Impact Assessment

- 4.1 Each Impact Assessment shall include (without limitation):
 - 4.1.1 details of the proposed Contract Change including the reason for the Contract Change; and

4.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under the Contract and any variation to the terms of the Contract that will be required as a result of that impact and including without limitation changes to:

- a) the Specification and Tender Response Document
- b) the Service Levels
- c) other services provided by third party suppliers to the Authority;
- d) other proposed Contract Changes which have yet to be agreed with HTE pursuant to this Change Control Process;
- e) details of the cost of implementing the proposed Contract Change in accordance with Appendix 2 of the Order Form;
- f) details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Contract Price, any alteration in the resources and/or expenditure required by either Party, taking into consideration any other proposed Contract Changes and any alteration to the business practices of either Party;
- g) a timetable for the implementation, together with any proposals for the testing of the Contract Change and the impact on any other proposed Contract Changes;
- h) details of how the proposed Contract Change will ensure compliance with any applicable change in Law; and
- i) such other information as the Authority may reasonably request in (or in response to) the Change Request.

4.2 Subject to the provisions of paragraph 4.3, the Authority shall review the Impact Assessment and, within 15 Business Days of receiving the Impact Assessment, it shall respond to the Supplier in accordance with paragraph 5.

4.3 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five Business Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re- issue the relevant Impact Assessment to the Authority within 10 Business Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this paragraph until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5. Authority's Right of Approval

- 5.1 Within 15 Business Days of receiving the Impact Assessment from the Supplier or within 10 Business Days of receiving the further information that it may request pursuant to paragraph 4.3, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph 5.2 below;
 - 5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection;
 - 5.1.3 require the Supplier to modify the Change Request and/or Impact Assessment in which event the Supplier shall make such modifications within five Business Days of such request. Subject to paragraph 4.3 above, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within 10 Business Days.
- 5.2 If the Authority approves the proposed Contract Change pursuant to paragraph 5.1 and it has not been rejected by the Supplier in accordance with paragraph 6 below, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Authority's signature, the Change Authorisation Note shall constitute a binding variation to the Contract provided that the Change Authorisation Note is signed by:
- 5.2.1 the appropriate person(s) specified in paragraph 9.1 of this Appendix; and
 - 5.2.2 the Authority within 10 Business Days of receiving the Supplier's signed copy.

If the Authority does not sign the Change Authorisation Note within this time period, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five Business Days of the date of such notification, then the

Supplier may refer the matter to the Dispute Resolution Procedure.

6. Supplier's Right of Approval

- 6.1 Following an Impact Assessment, if the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority:

- 6.1.1 would materially and adversely affect the risks to the health and safety of any person; or
- 6.1.2 would require the Services to be performed in a way that infringes any Law; or
- 6.1.3 is outside of the Supplier's technical capability where:
 - a) the Supplier can demonstrate to the Authority's reasonable satisfaction that the proposed Contract Change is impossible to implement; and
 - b) the proposed Contract Change is outside the technical scope of the Services as set out in the Specification and Tender Response Document,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five Business Days after the date on which it is obliged to deliver the Impact Assessment in accordance with paragraph 3.3

7. Fast-Track Changes

- 7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.
- 7.2 If both Parties agree in relation to a proposed Contract Change that:
 - 7.2.1 the Contract Change does not involve any alteration to, or deviation from the contractual principles set out in the Contract; and
 - 7.2.2 the total number of Contract Changes in relation to which this fast track procedure has been applied does not exceed two (2) in any twelve (12) month period (or such higher number as the Parties may from time to time agree in writing);and
 - 7.2.3 the proposed Contract Change is not significant (as determined by the Authority acting reasonably),
 - 7.2.4 then the Parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 5 and 6 above but with reduced timescales, such that any period of fifteen (15) Business Days is reduced to five (5) Business Days, any period of ten (10) Business Days is reduced to two (1) Business Days and any period of five (5) Business Days is reduced to one (1) Business Day.
 - 7.2.5 The parameters set out in paragraph 7.2 may be revised from time to time by agreement between the Parties in writing.

8. Operational Change Procedure

- 8.1 Any changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

- 8.1.1 have an impact on the Authority;
 - 8.1.2 require a change to the Contract;
 - 8.1.3 have a direct impact on use of the Services; or
 - 8.1.4 involve the Authority in paying any additional charges or other costs.
- 8.2 The Authority may request an Operational Change by submitting a written request for Operational Change ("RFOC") to the Supplier Representative.
- 8.3 The RFOC shall include the following details:
- 8.3.1 the proposed Operational Change; and
 - 8.3.2 time-scale for completion of the Operational Change.
- 8.4 The Supplier shall inform the Authority of any impact on the System or the Services that may arise from the proposed Operational Change.
- 8.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

9. Change Authorisation

- 9.1 Any proposed Contract Change processed in accordance with this schedule will not be authorised and the Supplier shall not implement any proposed Contract Change until the Change Authorisation Note is signed and executed by both parties in accordance with the Authority's Contract Change authorisation and sign off procedure(s), as notified to the Supplier in writing from time to time.

10. Communications

- 10.1 For any Change Communication to be valid under this schedule, it must be sent to either the Authority's Change Manager or the Supplier's Change Manager, as applicable. All Change Communications may be hand delivered or sent by first class post, email or facsimile. Change Communications shall be deemed to have been received at the following times:
- 10.1.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Business Day;
 - 10.1.2 if posted first class from within the UK, at 10.00 hours on the second Business Day after it was put into the post; or
 - 10.1.3 if sent by facsimile or email, then at the expiration of 4 (four) hours after the time of despatch, if despatched before 15.00 hours on any Business Day, and in any other case at 10.00 hours on the next Business Day following the date of despatch.
- 10.2 In proving delivery of a Change Communication, it will be sufficient to prove that delivery was made, or that the envelope containing the Change Communication was properly addressed and posted (by prepaid first class recorded delivery post) or that the facsimile or email was properly addressed and despatched, as the case may be.

Annex 1 ChangeRequest Form

CR No.:	Title:	Type of Change:
Project:		Required by Date:
Action:	Name:	Date:
Raised By:		
Area(s) Impacted (Optional Field):		
Assigned for Impact Assessment By:		
Assigned for Impact Assessment To:		
Supplier Ref. No.:		
Full Description of Requested Contract Change:		
Details of Any Proposed Alternative Scenarios:		
Reasons for and Benefits and Disadvantages of Requested Contract Change:		
Signature of Requesting Change Owner:		
Date of Request:		

ANNEX 2ANNEX 2Impact Assessment Form

CR No.:	Title:	Date Raised:
Project:		Required by Date:
Detailed description of Contract Change for which Impact Assessment is being prepared and details of any related Contract Changes:		
Proposed adjustment to the Charges resulting from the Contract Change:		
Details of proposed on-off additional charges and means for determining these (e.g. Fixed Price or Cost-Plus basis)		
Details of any Proposed Contract amendments:		
Details of any Service Levels affected:		
Details of any Operational Service impact:		
Details of any Interfaces affected:		
Reasons for and Benefits and Disadvantages of Requested Contract Change:		
Signature of Requesting Change Owner:		
Date of Request:		

Annex 3 Change**Authorisation Note**

CR NO.:	TIT E:	DATE RAISED:
PROJECT:	TYPE OF CHANGE:	REQUIRED BY DATE:
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES		
PROPOSED ADJUSTMENT TO THE CONTRACT PRICE RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
SIGNED ON BEHALF OF AUTHORITY:	SIGNED ON BEHALF OF THE SUPPLIER:	
Signature:	Signature:	
Name: _____	Name:	
Position:	Position	
Date: _____	Date:	

Appendix 4

Implementation Plan

N/A

Appendix 5

Lease and/or Licence to access Premises and Locations

N/A

Appendix 6

Step In Rights

N/A

Appendix 7

Termination Sum

N/A

Appendix 8

Staff Transfer

N/A

Appendix 9

Software and EULA

N/A

Appendix 10

Key Performance Indicators

N/A

Appendix 11

Subcontractors

N/A

- Customer Contract - UK Research and Innovation - Koris365 South Limited

Final Audit Report

2022-03-30

Created: 2022-03-29

By: 

Status: Signed

Transaction ID: 