

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	The Secretary of State for Justice on behalf of the Ministry of Justice, 10 South Colonnade, London, E14 4PU
The Supplier	CDW Limited of 1 New Change, London, EC4M 9AF, United Kingdom
HealthTrust Europe Contract Reference	HTE-005703

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

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[NHS Framework Agreement for the Supply of Goods and Provision of Services \(January 2018\)](#)

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 10/02/2022

5. The Term of this Contract shall be **initial term of 6 months** 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 6 months in total.

6. Data Protection

6.1 In performing its obligations under this Contract, the Supplier does not expect to process personal data for the Authority or any other person and will only process personal data on behalf of the Authority or any other person hereunder upon receiving a separate formal written instruction from the Authority to the Supplier requesting the Supplier to do so.

6.2 In the event that the Authority separately instructs the service provider or third party contractors or suppliers (including any sub-contractors of the Supplier) whether verbally or in writing to process personal data or makes personal data available to them without instructing the Supplier to process that data then it engages those entities directly for those separate processing purposes and the Supplier shall not be a data processor for those separate processing arrangements.

7. The Supplier shall use reasonable endeavours to deliver the Goods and/or Services under

this agreement by the agreed delivery date. Dates and times for delivery or performance by Supplier are estimates and time shall not be of the essence.

8. The payment profile for this Contract shall be 30 days from Invoice.

9. 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 this Call-Off Contract.

10. The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 3

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

(a) for the Authority:

[REDACTED]

(b) for the Supplier:

[REDACTED]

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

(a) for the Authority:

[REDACTED]

[REDACTED]

And

[REDACTED]

[REDACTED]

[REDACTED]

(b) for the Supplier:

[REDACTED]

13. 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.

14. The following Appendices are incorporated within this Contract:

[HealthTrust Europe LLP](#)

[NHS Framework Agreement for the Supply of Goods and Provision of Services \(January 2018\)](#)

Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Implementation Plan - Not used
Appendix 5	Lease and/or Licence to access Premises and Locations - Not used
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- Not used
Appendix 11	Subcontractors

Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]	Date:	[REDACTED]

Signed by the authorised representative of THE SUPPLIER

Name:	[REDACTED]	Signature	[REDACTED]
Position:	[REDACTED]	Date:	[REDACTED]

Appendix 1

Authority Specification

As per Appendix 2

Appendix 2

Contract Price

[REDACTED]

Appendix 3 Change Control Process

The Contract can be varied only by a change control note, defined under Section 42 of Appendix A Call-off Terms and Conditions, which explicitly states it is intended to vary this Contract, and which is signed by an authorised representative of each Party. Each Party may from time to time notify the other in writing as to who is the point of receipt of that notification and an authorised representative for that Party.

[REDACTED]

Appendix 9 Software and EULA

Not applicable

Appendix 11 Subcontractors

Not applicable