

Schedule 7A**Order Form for Standard Services – Direct Award****Contract for the provision of DELL Laptops**

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Provision of Enterprise Level Information Communication Technology Solutions (ICT) for OEM hardware, software and associated services – 2020 (reference number: SF052273), dated 18th March 2020.

The Authority	Registered address: Department for Business, Energy and Industrial Strategy, 1, Victoria Street, London SW1H0ET Billing Address: [REDACTED] Department for Business, Energy and Industrial Strategy, 1, Victoria Street, London SW1H0ET
The Supplier	Dell Corporation Limited, 1st & 2nd Floor, One Creechurch Place, London EC3R 5AF (Company Number 02081369)
HealthTrust Europe Contract Reference	HTE-006049

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 18th March 2020 (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 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) 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 10 November 2022.

5. The Term of this Contract shall be 1 year from the Commencement Date.

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. For the purpose of Clause 11.3 of Schedule 1 (Key provisions), time shall not be of the essence and any delivery dates are estimates. The Department requires all laptops delivered within 3 batches in February

8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 1 month of delivery.

9. The payment profile for this Contract shall be 30 days from receipt of invoice. Subject to confirmation of satisfactory delivery.

10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within 1 year of the Commencement Date.

11. The provision of Services

- (A) The Services Commencement Date shall be 10 November 2022. The contract will run for 12 months.
- (B) The Long Stop Date for the commencement of provision of the Services shall be an additional 30 days from service commencement date.
- (C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Location below:

Department for Business, Energy and Industrial Strategy, 1, Victoria Street, London SW1H0ET and also Department for Business, Energy and Industrial Strategy, 3-5 Whitehall Place, London, SW1A 2AW.

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).

- 11.1 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.
- 11.2 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 1 month, prior to such New Technology Product being made available for purchase through commercial/public release.

13. Early Payment Discount

Not applicable

14. Training/Support Services/Help Desk

Not applicable

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

- for the Authority:

██████████

████████████████████

Telephone ██████████

- for the Supplier:

[REDACTED]

[REDACTED]

[REDACTED]

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

- for the Authority:

[REDACTED]

[REDACTED]

Telephone [REDACTED]

- for the Supplier:

[REDACTED]

[REDACTED]

[REDACTED]

17. 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.

The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	The supplier's proposal
Appendix 3	Key Performance Indicators

18. The Authority acknowledges that the Goods and Services sold under this Contract which may include technology, authentication and encryption, are for the Authority's own use, not for resale, export, re-export, or transfer. Goods may not be sold, leased, exported, imported, reexported, or transferred except with Dell's prior written authorization (such authorization not to be unreasonably withheld) and in compliance any applicable laws.

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:		Date:	

AND

Signed by the authorised representative of THE SUPPLIER

Name:		Signature:	
Position:		Date:	

Appendix 1

(Authority Specification)

Windows Laptop Specification.doc

AutoPilot Option.msg

Appendix 2

(The supplier's Proposal)

The maximum amount payable under this Call Off Contract is £1,800,000 ex VAT

Appendix 3

(Key Performance Indicators)

- Provisional delivery schedule to be agreed by both parties
 - w/c 9th January 2023 – 300 Laptops
 - w/c 23rd January 2023 – 300 Laptops
 - w/c 6 February 2023 - 300 Laptops
 - w/c 20th February 2023 - 300 Laptops
 - w/c 6th March 2023 - 300 Laptops