

Schedule 7B

Order Form for Standard Goods and Services – Mini Competition

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: 2019/S 088-210470) dated 27th September 2019.

The Authority	<i>The Secretary of State for Environment, Food and Rural Affairs</i> <i>Nobel House,</i> <i>17 Smith Square</i> <i>London</i> <i>SW1P 3JR</i>
The Supplier	Computacenter (UK) Limited with company number 01584718, whose registered office is at Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW, United Kingdom

The Supplier and the Authority hereby agree as follows:

1. Following the completion of a mini-competition exercise ("**Mini-Competition**"), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
 - (b) the Mini-Competition Response Document submitted by the Supplier, including 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 **25th January 2022**.
5. The Term of this Contract shall be 12 (twelve) 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 24 (twenty four) months in total.
6. Data Protection
 - (a) 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.
 - (b) 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. Any delivery dates under this Contract shall be as per the Supplier's quotation.
8. For the purposes of clause 3.2 of Schedule 2 of the Call-off Terms and Conditions, the Authority shall visually inspect physical Goods within 48 hours of the date of delivery of the relevant Goods.
9. The payment profile for this Contract shall be as per Appendix 2, Contract Price.
10. The Authority may not terminate this Contract without cause.
11. The provision of Services is not included in this Contract
12. New Technologies: Not used.
13. Early Payment Discount. Not used
14. Training/ Support Services/ Help Desk. Not used
15. Use of Subcontractors. Not used
16. Implementation Plan Not used.
17. Where applicable, Premises and Locations shall be subject to the lease and/or license at Appendix 5.
18. Change Control. 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.

19. TUPE. Not used
20. Termination Payment. Not used.
21. Step In. Not used.
22. Intellectual Property. 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. 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. The end user license agreement (EULA) applicable to the relevant Software Product is as stipulated by the Manufacturer of that Product.
23. Key Performance Indicators. Not used.
24. Liability. Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.
25. The terms of Appendix 9 shall apply to the provision of Software, maintenance services and the supply of Goods.
26. The Contract Managers at the commencement of this Contract are:
- (a) for the Authority: [REDACTED] Commercial Category Manager
- (b) for the Supplier: [REDACTED] Framework Sales Director
27. Notices served under this Contract are to be delivered to:
- (a) for the Authority: [REDACTED] Senior Category Manager, Service Operations
- (b) for the Supplier: [REDACTED] Framework Sales Director. Computacenter (UK) Ltd, Hatfield Avenue, HATFIELD AL10 9TW.
28. 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.
29. The following Appendices are incorporated within this Contract:



Appendix 1	Mini Competition Specification
Appendix 2	Mini Competition Response Document
Appendix 3	Change Control Process
Appendix 4	Implementation Plan NOT USED

Appendix 5	Lease/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, EULA and Goods warranty
Appendix 10	Key Performance Indicators NOT USED
Appendix 11	Subcontractors NOT USED

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:	Senior Category Manager	Date	24/01/2022

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:	Senior Legal Advisor		25 January 2022 11:27 GMT

Appendix 1

Mini Competition Specification



ICT Solutions 2019
Mini Comp ITT - Softw



Detailed
requirements

Appendix 2

Mini Competition Response Document

The Supplier shall submit invoices directly to the billing address as per the Authority's order.

The Supplier shall invoice the Authority for Goods on dispatch and for Services as per suppliers quotation.

Payment shall be made by BACs or other electronic payment, 30 days from receipt of invoice.



Computacenter
Pricing



Computacenter
Response for DEFRA :

Total Value: £2,510,519.53 (Excluding VAT)

Appendix 9

Software, EULA and Goods warranty

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Customer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract save for the Payment Schedule.

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

The warranty for Goods shall be as per the applicable third party manufacturer's standard warranty.