

SCHEDULE 7B

Order Form for Competed Goods, - Laptop Devices Wave 4 Recruitment, 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: SF050716) dated 27th September 2019.

The Authority	The Secretary of State for The Department of Work & Pensions, Caxton House, Tothill Street, London, SW1H9NA
The Supplier	Computacenter (UK) Limited with company number 01584718, whose registered office is at Hatfield Business Park, Hatfield Avenue, Hatfield, AL10 9TW, United Kingdom
HealthTrust Europe Contract Reference	HTE-005704

The Supplier and the Authority hereby agree as follows:

- Following the completion of a mini-competition exercise ("**Mini-Competition**") for supply of workplace computing devices (referred to as the 'Wave 4 Device competition), the Authority wishes to enter into a Contract in respect of the Goods pursuant to the Framework Agreement.
- The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
 - the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
 - the Call-Off Terms and Conditions set out at Appendix A, as applicable, to the Framework Agreement (including the front page and all Schedules thereto).
 - the Department of Works and Pensions Security Schedule ("**DWP Security Schedule**"), as appended at Appendix 13 overleaf;
- In the event of (and only to the extent of) any conflict between the DWP Security Schedule and the terms and conditions of the Authority's Mini-Competition Specification; the Mini-

Competition Response Document; and the Call-off Terms and Conditions set out at Appendix A, the following order of precedence shall apply:

- (a) the Buy & Store terms set out at Appendix 16
 - (b) the terms set out at Appendix 9;
 - (c) the Supplier's Mini Competition Response Document;
 - (d) DWP Security Schedule;
 - (e) the Authority's Mini-Competition Specification; and
 - (f) the Call-off Terms and Conditions.
- 4. 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 16 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.
- 5. The Commencement Date of the Contract shall be the date of last signature below. The Term of this Contract shall be one (1) year from the Commencement Date.
- 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 Appendix 14 by the Authority and may not be determined by the Supplier.
 - (c) The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Authority (the "Information Security Questionnaire") as appended at Appendix 15 overleaf at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 7. The Goods shall be provided and delivered at the Premises and Locations set out in the Mini-Competition Specification. Evidence of the goods in the UK (England, Scotland and Wales) shall be provided by the Supplier to the Customer as set out in the Mini Competition. The Supplier will endeavour to meet the Authorities' required delivery date of the 31st of March. Delivery shall mean the delivery of the Goods into Hatfield. The Buy and Store Terms set out at Appendix 16 shall apply to this Contract.
 - 8. The Supplier shall grant the Authority access to the Supplier site on reasonable prior written notice for the purposes of Audit and compliance.
 - 9. The payment profile for this Contract shall be within 30 days of receipt of an accepted invoice for the performance of the contract.
 - 10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier for any reason and at any time on one (1) months' written notice.
 - 11. Liability. The total liability of the Supplier for any particular Order (other than those that cannot be limited by law) shall not exceed 120% of the relevant specific Order value.
 - 12. The Contract Managers at the commencement of this Contract are:
for the Authority: REDACTED
for the Supplier: REDACTED.
 - 13. Notices served under this Contract are to be delivered to:
a) for the Authority: REDACTED
b) for the Supplier: REDACTED
 - 14. 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.

15. Use of Subcontractors

The Authority does not grant permission for the Supplier to Sub-contract any of its obligations under this Framework Agreement.

In relation to the Appendices;

- (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 Goods under this Contract shall not give rise to a relevant transfer as defined in TUPE and therefore 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 warranty for Goods and end user license agreement (EULA) applicable to the relevant Product, is as stipulated by the Manufacturer of that Product appended at Appendix 9.
- (H) The KPI's, SLA and Service Credits applicable to the Contract are detailed in Appendix 10.
- (I) 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.

Appendix 1	Mini-Competition Specification
Appendix 2	Mini-Competition Response Document
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	DWP Additional Clauses
Appendix 13	DWP Security Schedule
Appendix 14	Data Protection Protocol
Appendix 15	DWP Information Security Questionnaire

Signed by the authorised representative of THE AUTHORITY

REDACTED

Signed by the authorised representative of THE SUPPLIER

REDACTED

Appendix 1

Mini Competition Wave 4 Specification

REDACTED

Appendix 2

Mini Competition Response Document

REDACTED

Appendix 3

Change Control Process

The Contract can be varied only by a change control note, 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.

Appendix 4

Implementation Plan

Not Used in this Contract.

Appendix 5

Lease and/or Licence to access Premises and Locations

Not Used in this Contract.

Appendix 6

Step In Rights

Not Used in this Contract.

Appendix 7

Termination Sum

No termination Sum shall apply in this Contract other than the obligation to exchange reasonable consideration related to delivered good completed in accordance with the delivery dates and prices set out in the Mini Competition response in Appendix 2.

Appendix 8

Staff Transfer

Appendix 8 in respect of Staff Transfer shall not apply to any part of this Contract.

Appendix 9

Software and EULA

Third Party software (if any) shall be licenced subject to the third party licensor's standard licence terms which shall govern the supply, the Authorities' 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 the Call-Off Contract save for Payment. 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.

Appendix 10

Key Performance Indicators (KPI) and Service Level Agreed (SLA)

- I. The KPIs and SLA which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.
- II. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs and SLA.
- III. The Supplier shall monitor its performance against each Target KPI and SLA and shall send the Authority a [monthly/ quarterly] report detailing the achieved KPIs and SLA in a form and format to be mutually agreed.
- IV. Asset reporting service level will include the necessary asset reports as agreed through the operations manual.

The KPIs and SLA relating to this Contract are as follows: -

Ref	Service Level	Description	Target	Measurement	Event Grading
1	Asset Reporting	Upon receipt of order supplier to provide asset report to the Authorities' asset management team.	Within 5 Business Days	KPI	Green > 98% Amber < 98% Red <97% Black < 95%
2	Invoicing Accuracy	Provision of accurate invoices	98%	KPI	Green > 98% Amber < 97% Red < 97% Black < 95%
3	Invoice queries	Time taken to respond to Authorities' invoice queries, from time of receipt	Within 3 Business Days	KPI	Green >98% Amber <98% Red <97% Black <95%
4	Goods Delivered on time	Goods receipted in the UK as described in the Mini Competition Specification	100%	SLA	Green 100% Red <100%

1 Monitoring Performance

- 1.1 Performance by the Supplier against each KPI shall be graded as follows:

Green Event	Meets the KPI & SLA #4
Amber Event	Some failure to meet the KPI which requires closer monitoring and plans for corrective action.
Red Event	Material failure to meet the KPI and/ or SLA #4
Black Event	Significant failure to meet the KPI

- 1.2 The Supplier shall provide the Authority with a monthly performance report detailing its performance in respect of each of the KPI's and SLA.
- 1.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and SLA and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.
- 1.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 1.5 The Authority and the Supplier shall review the KPIs and SLA every one (1) month throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

2 Service Level Failure

- 2.1 A Service Level Failure shall occur where, in any one-month period:

Red Event	Registered against two KPIs or SLA#4
Black Event	Registered against one KPI

Service remediation

- 2.2 If there is a Service Level Failure, the Supplier shall:
- 2.2.1 notify the Authority immediately of the Service Level Failure;
 - 2.2.2 provide the Authority with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence ("**Remediation Plan**");
 - 2.2.3 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and
 - 2.2.4 carry out the actions identified in Remediation Plan in accordance with its terms.
- 2.3 Other than in the following circumstances:
- 2.3.1 Any negligent act or omission of the Authority;
 - 2.3.2 Any breach of an express provision of this Contract by the Authority;
 - 2.3.3 Any Force Majeure Event;

Relief Event means

- (i) any breach of any express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority's obligations which is a direct cause of the KPI or SLA failure;

- (ii) any negligent act or omission of the Authority which is a direct cause of the KPI or SLA failure; and/or
- (iii) any Force Majeure Event.

Appendix 11

Subcontractors

Not Used in this Contract.

Appendix 12

DWP Additional Clauses

Not Used in this Contract.

Appendix 13

DWP Security Schedule

In delivery of services to DWP, comply with DWP Security Policies and Standards,
<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

Appendix 14

Data Protection Protocol

Not used in this Contract.

Appendix 15

Information Security Questionnaire

Not used in this Contract.

Appendix 16

Buy & Store Terms

“Authority Nominated Site” means a Site nominated by the Authority for Delivery of the Goods.

“Inventory” means an inventory of Goods provided by the Supplier to the Authority containing the information set out in clause 6 (Inventory).

1. Receipt of Goods by Supplier and invoicing

- 1.1. The Supplier shall buy and take receipt of the Goods upon receipt of acceptance of or on request by the Authority in relation to Authority’s purchase order (“PO”). The Authority shall ensure that the PO contains a request for the Goods detailed therein to receive and hold the same on behalf of the Authority for a period which shall not exceed six months.
- 1.2. Once accepted by Supplier, the PO may not be cancelled without cause and the Price agreed shall not be subject to change.
- 1.3. Subject to the prior written consent of the Authority, the Supplier may invoice the Authority for the Call Off Contract Charges in respect of Goods that have been bought and received by the Supplier on or at any time after receipt by the Supplier of those Goods. Payment of invoices will against standard payment terms whether goods are stored at Supplier site or delivered to Authority site.

2. Supplier’s obligations

2.1. The Supplier shall:

- 2.1.1. securely store and correctly handle the Goods in compliance with all relevant statutory and regulatory requirements;
- 2.1.2. insure all Goods to the lesser of the cost of repair or replacement of the Goods at current market value for a maximum period of six (6) months from receipt of Goods;
- 2.1.3. provide the Authority with Inventories in accordance with clause 5 below (Inventory);
- 2.1.4. clearly identify and mark all Goods owned by the Authority as being Goods owned by the Authority; and
- 2.1.5. procure that all manufacturer’s warranties in respect of the Goods take effect from the date the Goods are Delivered to the Authority Nominated Site.

3. Authority’s right of inspection

- 3.1. The Authority may inspect the Goods at the Supplier Sites, and may carry out the inspection during normal business hours and on reasonable notice.

4. Risk and title to Goods

- 4.1. In accordance with clause 2.7 of the Call Off Contract General Terms and Conditions, risk in the Goods shall pass to the Authority on Delivery to the Authority Nominated Site which in the case of Buy & Store shall be the Supplier's warehouse in Hatfield UK.
- 4.2. In accordance with clause 2.8 of the Call Off Contract General Terms and Conditions of the Call Off Contract, ownership to the Goods shall pass to the Authority on the earlier of full payment for the Goods or Delivery of the Goods to an Authority Nominated Site (which in the case of Buy & Store shall be the Supplier's warehouse in Hatfield UK).

5. Inventory

5.1. The Supplier shall provide the Authority with:

- 5.1.1. an Inventory of all Goods that it receives at a site within twenty-four (24) hours of such receipt;
- 5.1.2. an Inventory of all Goods that it delivers to an Authority Nominated Site at the time of such Delivery; and
- 5.1.3. an Inventory of all Goods that it holds at a site on the first (1st) day of each calendar month.

5.2. Each Inventory shall contain any pre-agreed information in relation to the Goods but in any event as a minimum will include without limitation the following:

- 5.2.1. asset categorisation;
- 5.2.2. manufacturer;
- 5.2.3. model number;
- 5.2.4. serial number; and
- 5.2.5. asset cost.