

Schedule 7A1

Master Order Form for Standard Goods and Services – Direct Award

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/S 000-007857) dated 2nd January 2024.

The Authority	The Ministry of Justice Secretary of State for Justice, on behalf of the Crown Ministry of Justice 102 Petty France London SW1H 9AJ
The Supplier	Insight Direct UK Limited, 1st Floor 1 St Paul's Place, Sheffield, England, S1 2JX
HealthTrust Europe Contract Reference	011006
Insight Legal Ref	[REDACTED]
Insight Contract Specialist	[REDACTED]

The Supplier and the Participating Authority hereby agree as follows:

- 1 The Participating 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 2nd January 2024 (the “Framework Agreement”).
- 2 The Contract incorporates, and the Supplier agrees to abide by, the following documents:

- (a) The Specification of the Participating 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).

[REDACTED]

3 The Commencement Date of the Contract shall be **4 October 2024**.

The Term of this Contract shall be 3 years from the Commencement Date and the Contract shall be no longer than 3 years in total.

4 Data Protection

This Clause 6 only applies if this box is checked ☒

The Participating Authority and the Supplier acknowledge and agree that it is their responsibility to carry out a data protection impact assessment ("DPIA") in accordance with the Data Protection Legislation, and provided the DPIA confirms that the Supplier's systems and processes adequately provide the necessary guarantees to implement appropriate technical and organisational measures to comply with the Data Protection Legislation, they shall enter into the relevant data protection agreement.

The parties further acknowledge and agree that HealthTrust Europe will not be involved in or be responsible for the conduct of DPIAs and the supply of any data protection agreements (including a data protection protocol) required for Processing Personal Data under the Contract. For the avoidance of doubt, HealthTrust Europe accepts no responsibility in relation to any issues or claims related to the Processing of Personal Data by the Supplier for the Authority in pursuance of the Contract

The parties warrant that they have read, understood and agree to the data protection provisions set out in Schedule 3 (Information and Data Provisions) of the Call Off Terms and Conditions.

The parties agree to comply with the Data Protection Protocol set out within Appendix 13.

6 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 15.4.1(i) of Schedule 2.

7 Not Applicable.

8 The payment profile for this Contract shall be monthly in arrears.

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

10 The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations set out in Purchase Orders.

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

11.3 for the Participating Authority: **[REDACTED]**

11.3 for the Supplier: **[REDACTED]**

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

12.3 for the Participating Authority: **[REDACTED]**

12.3 for the Supplier: **[REDACTED]**

[REDACTED]

[REDACTED]

13 The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.

14 Not Used.

15 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.

16 Not Used.

17 Not Used.

18 Not Used.

19 Not Used.

20 The EULA applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product is appended at Appendix 9 OR Where software is purchased the EULA will be detailed within the individual Contracts.

21 The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.

22 Not Used.

23 The Supplier and Participating Authority roles and responsibilities, which govern this contract are detailed within Appendix 13.

24 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	Participating Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Not Used
Appendix 6	Not Used
Appendix 7	[Termination]

Appendix 8	Not Used
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Sub-contractors
Appendix 12	<i>[Social Value]</i>
Appendix 13	<i>[Controller & Processor Roles and Responsibilities]</i>

Signed by the authorised representative of THE PARTICIPATING AUTHORITY

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

AND

Signed by the authorised representative of THE SUPPLIER

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

Appendix 1

Specification

[REDACTED]

Appendix 2

[REDACTED]

Appendix 3

Change Control Process

- 1.1 The Participating Authority may request a Change to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law.
- 1.2 The Participating Authority may request a Change by completing and sending the Change Form set out in Annex 1 of this Appendix 3 Change Control Process to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Change and any additional cost that may be incurred.
- 1.3 The Participating Authority may require the Supplier to carry out an impact assessment of the Change on the Services (the "**Impact Assessment**"). The Impact Assessment shall be completed in good faith and shall include:
 - 1.3.1 details of the impact of the proposed Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
 - 1.3.2 details of the cost of implementing the proposed Change;
 - 1.3.3 details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 1.3.4 a timetable for the implementation, together with any proposals for the testing of the Change; and
 - 1.3.5 such other information as the Buyer may reasonably request in (or in response to) the Change request.
- 1.4 The Parties may agree to adjust the time limits specified in the Change request to allow for the preparation of the Impact Assessment.
- 1.5 Subject to paragraph 1.4 above, the Supplier shall respond to the request within the time limits specified in the Change Form. Such time limits shall be reasonable and ultimately at the discretion of the Participating Authority having regard to the nature of the Services and the proposed Change.
- 1.6 In the event that the Supplier is unable to agree to or provide the Change and/or the Parties are unable to agree a change to the Charges that may be included in a request of a Change or response to it as a consequence thereof, the Participating Authority may:
 - 1.6.1 agree to continue to perform its obligations under this Contract without the Change; or
 - 1.6.2 terminate this Contract with immediate effect, except where the Supplier has already fulfilled part or all of the Services in accordance with this Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Contract, and in such a case, the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- 1.7 If the Parties agree the Change, the Supplier shall implement such Change and be bound by the same provisions so far as is applicable, as though such Change was stated in this Contract.

ANNEX 1 – CHANGE FORM

No of Order Form being varied:

.....

Change Form No:

.....

BETWEEN:

[insert name of Participating Authority] ("the
Participating Authority") and

[insert name of Supplier] ("the Supplier")

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

2. Words and expressions in this Change shall have the meanings given to them in this Contract.
3. This Contract, including any previous Changes, shall remain effective and unaltered except as amended by this Change.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

.....

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Appendix 4

Implementation Plan

The Implementation Plan for this Call Off Contract is as follows:

[REDACTED]

Appendix 5 – Not Used

Appendix 6 – Not Used

Appendix 7 – Not Used

Appendix 8 – Not Used

Appendix 9

Software and EULA

[REDACTED]

Appendix 10

Key Performance Indicators

[REDACTED]

Appendix 11

Sub-contractors

[REDACTED]

Appendix 12 – Not Used

Appendix 13

DATA PROTECTION PROTOCOL

Table A – Processing, Personal Data and Data Subjects

[REDACTED]

Table A – Processing, Personal Data and Data Subjects

[REDACTED]

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: “Authority”, “Data Protection Legislation”, “UK GDPR”, “Process” and “Processor” and “Supplier” are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Controller”	shall have the same meaning as set out in the UK GDPR;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer”	shall have the same meaning as set out in the UK GDPR;
“Data Recipient”	means that Controller who receives the relevant Personal Data;
“Data Subject”	shall have the same meaning as set out in the UK GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Transferor”	means that Controller who transfers the relevant Personal Data;
“Information Commissioner”	means the Information Commissioner in the UK;
“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of Processing;
“Personal Data Breach”	shall have the same meaning as set out in the UK GDPR;
“Processor”	shall have the same meaning as set out in the UK GDPR;

“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;
“Sensitive Data”	shall mean the types of data set out in Article 9(1) or 10 of the UK GDPR;
“Sub-processor”	means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.

[REDACTED]