

## **Schedule 7A**

### **Order Form for Standard Services – Direct Award**

**Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the supply of Total Document Storage, Scanning and Digitalisation Services (reference number 2019-042543] dated 18th June 2020.**

<b>The Authority</b>	<b>Department for Levelling up, Housing and Communities, Fry Building, 2 Marsham Street, London, SW1P 4DF</b>  <b>Reference CPD4121251</b>
<b>The Supplier</b>	<b>Restore Plc</b> <b>The Databank Unit 5, Redhill Distribution Centre, Redhill, Surrey RH1 5DY</b>
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-006240</b>

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 18<sup>th</sup> June 2020.

This contract will also be used, in whole or in part, by other organisations, referred to as "Cluster Members" and detailed as in Appendix 11.

2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) the HTE Specification as appended at Appendix 1;
  - (b) the DLUHC Authority Specification as appended at Appendix 10;
  - (c) the Contract Price, as appended at Appendix 2; and
  - (d) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
  - (e) and all appendixes listed in para 13.

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 26 October 2022

The Term of this Contract shall be 5 years from the Commencement Date and may be extended yearly 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 7 years in total.

## 5. Data Protection

Restore is processing personal data and Restore is doing so as a data processor.

- 5.1 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.
  - 5.2 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.
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.(i) of Schedule 2 of the Call-Off Terms and Conditions.
7. The payment profile for this Contract shall be monthly in arrears.

8. 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 one (1) year of the Commencement Date.

9. The provision of Services

(A) The Services Commencement Date shall be 26<sup>th</sup> October 2022

(B) The Long Stop Date for the commencement of provision of the Services shall be 31 January 2023.

(C) The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed in Appendix 18.

(D) 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 5 overleaf.

(E) 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. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The 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.

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

(a) for the Authority:

[REDACTED]

(b) for the Supplier:

[REDACTED]

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

(a) for the Authority:

[REDACTED]

(b) for the Supplier:

[REDACTED]

12. 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.

13. The following Appendices are incorporated within this Contract:

Appendix 1	HTE Framework Specification
Appendix 2	Contract Price
Appendix 3	Implementation Plan - <b>Not Applicable as this is an ongoing service</b>
Appendix 4	Lease and/or Licence to access Premises and Locations - <b>Not Applicable</b>
Appendix 5	Change Control Process
Appendix 6	Step in Rights - <b>Not Applicable</b>
Appendix 7	Termination Sum
Appendix 8	Staff Transfer - <b>Not Applicable as this is an ongoing service</b>
Appendix 9	Data Protection Protocol
Appendix 10	DLUHC Authority Specification
Appendix 11	Clustering
Appendix 12	Service Levels and Credits
Appendix 13	Security
Appendix 14	Corporate Social Responsibility
Appendix 15	Cloud Security
Appendix 16	Social Value
Appendix 17	Rectification Plan
Appendix 18	Site List

**Signed by the authorised representative of THE AUTHORITY**

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	Deputy Director Commercial	Date:	02/11/22

**AND**

**Signed by the authorised representative of THE SUPPLIER**

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	Managing Director	Date:	27/10/2022