

## Schedule 7A

### Order Form for Standard Goods and Services – Direct Award

**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 27<sup>th</sup> September 2019.**

<b>The Authority</b>	Department of Environment, Food and Rural Affairs (DEFRA) Area 4A, Nobel House, 17 Smith Square, London, SW1P 3JR
<b>The Supplier</b>	[REDACTED] [REDACTED] [REDACTED]
<b>HealthTrust Europe Contract Reference</b>	[REDACTED]

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 27<sup>th</sup> September 2019 (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 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 **01/09/2023**

5. The Term of this Contract shall be **1 years** 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 **1 years** in total.

#### 6. [Data Protection]

***[\*\*GUIDANCE: If the Supplier is processing personal data, confirm whether the Supplier is doing so as a data controller or data processor]***

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. . 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, the Authority shall visually inspect the Goods within [insert time period during which any inspection must be carried out] 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.
- (A) The Services Commencement Date shall be 01/**09/2023**
  - (B) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:
    - (i) Nobel House, 17 Smith Square, London, SW1P 3JR
11. New Technologies – not used
12. Early Payment Discount – not used

- 13 Training/ Support Services/ Help Desk – not used
- 14 Use of Subcontractors – not used
- 15 Training/ Support Services/ Help Desk. Not used
- 16 Where applicable, Premises and Locations shall be subject to the lease and/or license at Appendix 5.
- 17 Change Control. Not used
- 18 TUPE. Not used
- 19 Termination Payment. Not used
- 20 Step In. Not used.
- 21 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.
- 22 Key Performance Indicators. Not used.
- 23 Liability. Each Party's total aggregate liability in each Contract Year under this CallOff Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges
- 24 The terms of Appendix 9 shall apply to the provision of Software, maintenance services and the supply of Goods.

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

(a) for the Authority:

██████████

[REDACTED]  
(b) for the Supplier:

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

(a) for the Authority:

**Horizon House, Deanery Road, Bristol, BS1 5AH**  
Supplier:

(b) for the

3. 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.

4. The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification
<b>Appendix 2</b>	Contract Price
<b>Appendix 3</b>	Change Control Process
<b>Appendix 4</b>	Implementation Plan – not used
<b>Appendix 5</b>	Lease and/or Licence to access Premises and Locations – not used
<b>Appendix 6</b>	Step In Rights – not used
<b>Appendix 7</b>	Termination Sum – not used
<b>Appendix 8</b>	Staff Transfer – not used
<b>Appendix 9</b>	Software and End User License Agreement (EULA)
<b>Appendix 10</b>	Key Performance Indicators – not used
<b>Appendix 11</b>	Subcontractors – not used

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

Name:	.....	Signature:	.....
Position:	.....		

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

Name:	.....	Signature	.....
Position:	.....		

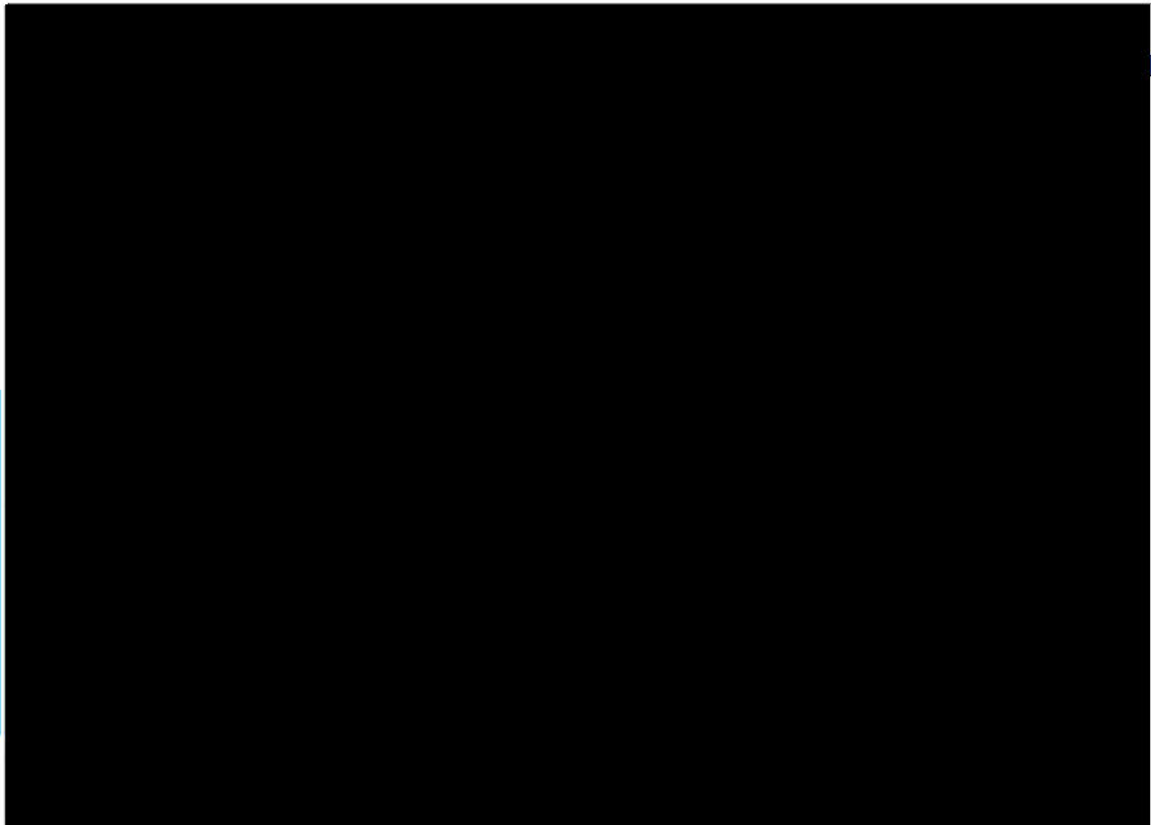
## Appendix 1



## Appendix 2

### Contract Price

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



**WHEN ORDERING, PLEASE DETAIL THE QUOTATION REFERENCE SHOWN ABOVE ON YOUR PURCHASE ORDER, THANK YOU.**

Please note:

Standard Computacenter terms & conditions apply unless you purchase through a separate framework agreement. If you wish to place an order, please ensure [REDACTED] stock code references are quoted at all times. Please be aware that availability of product and services can change on a daily basis. [REDACTED] reserve the right to re-price if relative exchange rates fluctuate or if the scope of any services quoted for change in any way, all charges quoted are dependent on time/date of booking. Please note that [REDACTED] may reserve the right to apply cancellation charges.

Prior to signing any Proof of Delivery (POD) it is the customer's responsibility to ensure that all packages/pallets are counted and presented in good condition when delivered. This is accepted through signature of POD. Please make note of any discrepancies or issues on the POD and contact your Account team regarding this discrepancy within 3 days of delivery. Discrepancies escalated beyond 3 days or not stated on the POD will result in the Account Team being unable to process any claim for shortage or damage. DOA/Electronically faulty units must be reported within 14 days of delivery.

E&OE.

## **Appendix 9**

### Software and EULA

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