

Schedule 7B

Order Form for Competed Goods and Services- Mini Competition

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/0007857) dated 2nd January 2024.

The Authority	Competition Assets The Cabot Cabot London
The Supplier	
HealthTrust Europe Contract Reference	

The Supplier and the Authority hereby

1. The Authority wishes to enter into a contract for the supply of goods and services pursuant to the framework agreement between HealthTrust Europe and the 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 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 **Error! Reference source not found.** 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) 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.

- (b) 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.

Annex 1 - Standard Terms

1 Commencement Date and Term

1.1 The Commencement Date of this Contract shall be 25/7/2024.

1.2 The Term of this Contract shall be **1 year** from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 3 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no more than **2 years** in total.

2 Data Protection

This Clause 2 only applies if the Supplier is a Data Controller.

2.1 The Authority shall retain the sole responsibility to carry out a data protection impact assessment in accordance with Data Protection Legislation and provide the necessary resources to ensure the Supplier adequately provide the necessary resources to ensure the Supplier takes appropriate technical measures to comply with the applicable data protection legislation, the Supplier shall ensure data protection agreement.

2.2 The parties further acknowledge that the Supplier shall be involved in or be responsible for the conduct of the data protection impact assessments (including a data protection protocol) required by the applicable data protection legislation. For the avoidance of doubt, HealthTrust Europe shall be responsible in relation to any issues or claims related to the Processing of Personal Data for the Authority in pursuance of the Contract.

2.3 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.

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

3 Payment Terms

3.1 The payment profile for this Contract shall be annual payment upfront.

4 Termination

4.1 The Participating Authority may terminate this Contract forthwith by notice 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.

5 Locations

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

5.1 Competition and Markets Authority

The Cabot
Cabot Square
London
E14 4QZ

6 Use of Subcontractors

This Clause 6 only applies to the job

6.1 The Participant shall not subcontract any of its obligations under this Agreement to any Sub-contractor. The Participant shall ensure that any Sub-contractor has the capability and capacity to perform the obligations of the Participant under the Agreement. The Participant shall be responsible for the performance of any Sub-contractor and shall be liable to the Supplier for any breach of the Agreement by such Sub-contractor and for any loss or damage suffered by the Supplier as a result of such breach.

6.2 Where the Supplier is required to subcontract the performance of its contractual obligations under the Contract, the Supplier shall ensure that its Sub-contractor represents to the Participating Authority and the Supplier that the Sub-contractor shall comply with the same requirements related to subcontracting stated in the Contract. The Supplier shall remain the single point of contact and be responsible to the Participating Authority and the Supplier for all acts or omissions of the Sub-contractor as though they were the Supplier's own acts or omissions. The Sub-contractor shall be bound by the Supplier's policies and procedures, including but not limited to Software and Equipment; and it shall ensure and shall procure that that its Sub-contractor(s) will deliver the Goods and/or Services in accordance with the terms of the Contract and in so doing, the Supplier shall:

- 6.2.1 strictly adherence to all KPI's and performance standards of the Contract and to all elements of the Specification;
- 6.2.2 immediately inform HealthTrust Europe and the Participating Authority in the event a Sub-Contractor fails, or becomes unable to meet any element of the Specification;
- 6.2.3 provide a list of all Sub-Contractors appointed at the Commencement Date as an annex to the Contract in the format set out below at Annex A of Appendix 11 (Subcontractors);
- 6.2.4 seek the prior written approval of the Participating Authority by following the Change Control Process if at any time during the Term the need arises to replace

a Sub-Contractor listed in Annex A of Appendix 11 (Subcontractors), or to appoint a new Sub-Contractor.

6.3 The Supplier acknowledges and agrees that any proposed amendment to Annex A of Appendix 11 (Sub-contractors) shall be reserved as a right to the Participating Authority to: (i) consider any such amendment as a material variation of the Contract; (ii) reject the proposed change of Sub-Contractor; (iii) not accept Goods and/or Services from the any proposed new subcontractor; (iv) consider its option to re-tender for its requirements; and (v) without prejudice to any other rights reserved under the Contract terminate the Contract. The Participating Authority's approval shall not be unreasonably withheld or delayed.

6.4 The Supplier undertakes, warrants, and agrees that in order to meet its obligations under this Framework Agreement, it shall enter into contracts with its Sub-contractors that mirror the terms and conditions essential to meet the whole or the part(s) of its obligations which form the basis of the sub-contract. In any event, the Supplier shall ensure and shall procure that, as a minimum, its Sub-contract

6.4.1 perform its obligations under the terms and conditions identical to those entered into with the Participating Authority;

6.4.2 agree to obtain and maintain insurance that will cover the liability of the Supplier and the Sub-contractor in respect of the Contract;

6.4.3 ensure that the Supplier and the Sub-contractor conduct a Data Protection Impact Assessment (DPIA) on the processing of personal data under the Contract and ensure that the appropriate measures are in place to ensure the security of the data and ensure that the data is protected in accordance with the data protection laws and regulations;

6.4.4 cooperate fully with HealthTrust Europe or the Participating Authority in relation to the Contract and the Framework Agreement.

6.5 In addition to all other rights reserved to HealthTrust Europe under the Framework Agreement, HealthTrust Europe reserves the right to conduct audits to: (i) ensure DPIAs are undertaken; (ii) review the effectiveness of the measures undertaken by the Supplier in relation to appointing Sub-contractors; and (iii) ensure that all other sub-contracting processes or changes thereto are compliantly undertaken. In this regard, the Supplier acknowledges and agrees that to ensure adherence to the terms and conditions of the Framework Agreement and any call-off contracts, it shall cooperate fully and procure that its Sub-contractor will cooperate fully in any such audits. Such audits will be conducted by HealthTrust Europe or its nominated agent(s), as and when deemed necessary, in the reasonable opinion of HealthTrust Europe, but in any event no more than once in a twelve (12) month period.

6.6 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 for which each Sub-contractor will be responsible are also detailed in Appendix 11 (Subcontractors).

7 Contract Management

The Contract Managers at the commencement of this Contract are:

7.1 For the Participating Authority:

7.2 For the Supplier:

8 Notices

Notices served under this Contract are to be delivered to:

(a) For the Participating Authority:

(b) For the Supplier:

9 In this Contract, unless the context otherwise requires, capitalised words and expressions shall have the meanings ascribed to them in the Agreement and/or Call-Off Terms and Conditions.

10 The following documents are referred to in this Contract:

Appendix 1	Contract Part 1
Appendix 2	Contract Part 2

11 The following documents are referred to in this Contract:

Appendix 1	Contract Part 1
Appendix 2	Contract Part 2
Appendix 13	Contract Part 13

Signed by the authorised representative of THE PARTICIPATING AUTHORITY

Name:		
Position:		25/7/2024

AND

Signed by the authorised representative of THE SUPPLIER

Name:		Signature:	
Position:		Date:	23/07/2024

Appendix 1
Authority Specification

Provision of SharePoint Migration Tool Licences

Requirements

1. Software Requirements

1.1. The CMA will only accept the below

Item description	Period	Extension
Metalogix Migration Suite For Con	2024 to	1 Year Optional
Maintenance Renewal Pack - 2	5	Extension

2. Payments

2.1. The

3. Contract Period

3.1. The core length of

Appendix 2
Contract Price

Item No.	Product Code/ Licence Reference	Description / Specification	Quantity Of Licences	Licence Term	Question	Cost per Item (ex VAT)	Total Value (ex VAT)	VAT	Total Value (Inc VAT)
1.1.1		Metalogix Migration Suite For Content - Maintenance Renewal Pack - 24x7	1,000	1					
1.1.2		Metalogix Migration Suite For Content - Maintenance Renewal Pack - 24x8 (additional 12 month optional extension) - This line will not be evaluated	1,000						
						Total			

Appendix 13

DATA PROTECTION PROTOCOL

1.1 Processing, Personal Data and Data Subjects

Processing Personal Data

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definition):

**“Processor
Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the Processing;
- (b) “Processor” in respect of the Processing;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Processing, in which case the other Party shall be a “Controller”, in respect of certain Personal Data processed by the Processor, as set out in Annex 1 (Processing Personal Data) by the Processor in its own right in the same situation.

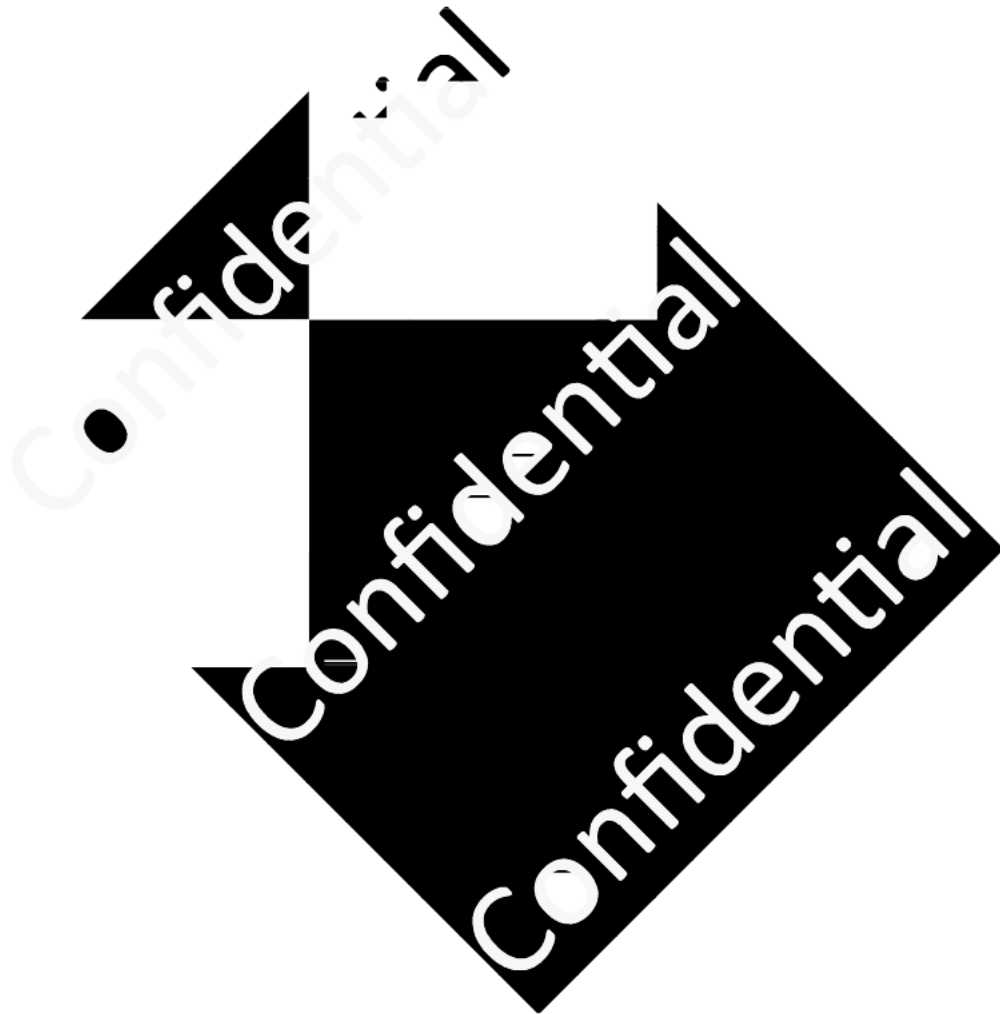
Where one Party is Controller and

3. Where a Party is a Processor, the tasks and responsibilities it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (d) not transfer Personal Data to any third party without the prior written consent of the Controller has been obtained, unless the Processor is required to do so by Law, in which case the Processor shall notify the Controller immediately;
 - (i) the Controller shall provide appropriate safeguards in relation to the transfer of Personal Data to the third party in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has the right to effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an equivalent level of protection to any Personal Data that is transferred (or, if it is not bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);

- (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with information relating to a Data Subject;
 - (d) assistance as requested by the Controller in the event of a Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with the Information Commissioner's Office, or any other regulatory authority, in connection with the Information Commissioner's Office.
10. The Processor shall maintain records of Processing activity in relation to the Processing of Personal Data to demonstrate its compliance with this Joint Schedule 11. Where the Processor employs fewer than 250 people, it shall maintain such records where the Controller determines that:
- (a) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects;
 - (b) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects;
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.



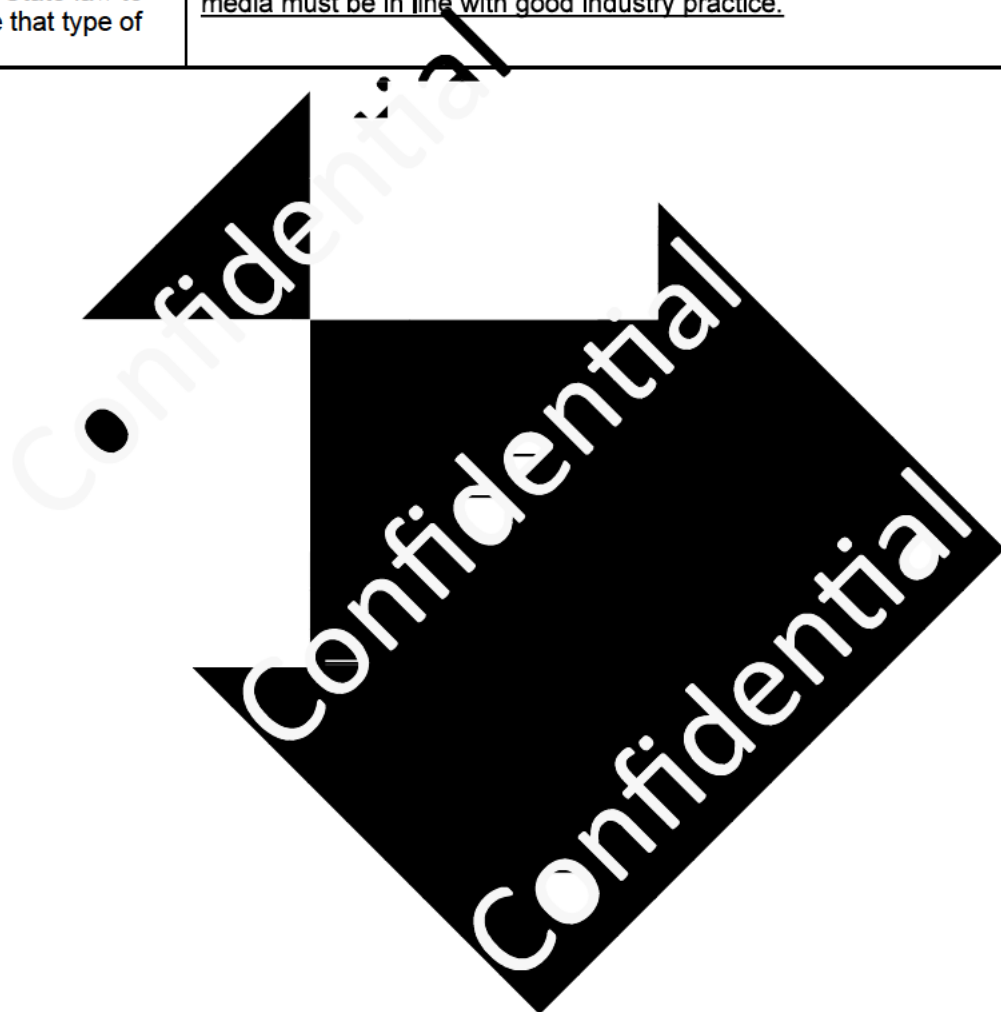
1.2 Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1. The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
2. The contact details of the Supplier's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: <u>CMA staff's Personal Data (which may include sensitive data for certain agreed services), Personal Information of visitors, Business contact details of all Directors, officers, employees, agents, consultants and contractors for Relevant Authority engaged in the performance of the Relevant Authority's duties under the Contract) for</u></p>
Duration of the Processing	<p><u>The Framework Contract Period shall be for a period of 5 years commencing on the last Call-Off Contract date and ending on the last date of the period. All transactions relating to the Framework Contract shall be completed by the end of the period.</u></p>
Nature and purposes of the Processing	<p><u>The nature and purposes of the processing shall be such as collection, recording, organisation, storage, retrieval, consultation, use, disclosure, transfer, communication, otherwise making available, alignment of data, retention and destruction of data (whether or not by automated means).</u></p> <p><u>The purpose may include: state & property management, agency & lease management, advice & strategic advice, project management, valuation, business rating services, strategic & strategic workplace management.</u></p> <p><u>To facilitate the procurement of Goods and Services from the Framework Contract by public sector organisations and enable CCS to provide ongoing support and a point of escalation for CMA in the day to day management of their individual Call-Off Contracts.</u></p> <p><u>Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities.</u></p>
Type of Personal Data	<p><u>Categories of Personal data required for the performance of the potentially contracted activities specified under 'nature and purposes of processing':</u></p> <ul style="list-style-type: none"> • <u>Personal Information including but not limited to: Name, Work Email, Job title, Work Phone number, Work address, Image, Sensitive data such as accident and injury or health related data</u> • <u>Protected information as defined in Equality Act</u>

Categories of Data Subject	<u>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc</u> <u>Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract.</u>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<u>Data will be retained for seven (7) years after the duration of the processing outlined above and in accordance with the CCS Privacy Notice.</u> <u>In accordance with the Core Terms, all CCS data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it.</u> <u>In accordance with the Core Terms, all Storage Media that has held CCS data must be securely destroyed at the end of life of the media, All destruction of media must be in line with good industry practice.</u>



Annex 3 - Optional Terms for Software and Services

1. Pricing for Services – Total Cost ☒

1.1 The total Price for the Services shall be the amount set out in the Call off Contract.

2 New Releases of Software ☒

2.1 During the term of this Contract, the Supplier agrees it shall provide the Participating Authority with all new releases of software which are modifications to the Vendor Software, fixes, updates, revisions, improvements, enhancements, and other changes ("**Improvements**") to such Vendor Software that are generally offered to the Supplier's customers.

2.2 The Participating Authority may, at its sole discretion, approve or reject any Improvement. Any Improvement approved by the Participating Authority shall be deemed to be Vendor Software and subject to the terms and conditions of the EULA Contract.

