

**INFECTED BLOOD COMPENSATION AUTHORITY
(IBCA) DIGITAL WFH KIT CALL OFF CONTRACT**

Registration and Contract Formation

1. The Contract

- 1.1 This Call-Off Contract (“**Contract**”) is entered into electronically or in hard copy by the Supplier and the Buyer (under the Framework Contract and in accordance with Schedule 7 (Ordering Procedure)), when the Buyer successfully completes the online Buyer Registration Process on Tail Spend Solution. Upon its completion the Supplier shall send the Buyer a notice acknowledging that the Contract has now been entered into and the Buyer may now place Orders via Tail Spend Solution.
- 1.2 The Supplier and the Buyer agree that upon Supplier acceptance of each Order (in accordance with Schedule 7 (Ordering Procedure)), that Order shall be incorporated into their Contract and be legally enforceable and binding upon them.
- 1.3 Tail Spend Solution is a digital purchasing system which the Buyer and Supplier will use, instead of ink signatures on a hard-copy of each Order, to make each Order legally binding and enforceable within the Buyer and Supplier’s Contract. The Supplier will set-up a Buyer specific digital portal for IBCA staff to order the Working From Home Kit items as per the Supplier Solution Annex 2. The Supplier will charge for the Working From Home Kit items as per Supplier proposal and charges as detailed in Annex 3.
- 1.4 When the Buyer and Supplier enters into:
 - 1.4.1 the Contract, the documents incorporated and the order of precedence set out in Paragraph 2 below shall be incorporated into that Contract; and
 - 1.4.2 each Order, the documents and the order of precedence set out in Paragraph 2 below shall be incorporated into each Order, as part of their Contract,within Tail Spend Solution and Management Information accessible to CCS and each Buyer within Tail Spend Solution shall record this fact. It is the Supplier’s responsibility to ensure that the Buyer Registration Process results in the creation of a legally binding Contract which is enforceable in Law and that the submission and acceptance of each Order shall result in its automatic incorporation into the applicable Contract.
- 1.5 The following minimum information shall be contained in both the Buyer Registration Process for the creation of the Contract and each Order submitted via Tail Spend Solution (which has been accepted by the Supplier via Tail Spend Solution).

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1.5.1 Call-Off Contract

CALL-OFF CONTRACT REFERENCE:	RM6202 Tailspend Framework
BUYER:	Infected Blood Compensation Authority
BUYER ADDRESS:	Block 7 Benton Park View, Longbenton, Newcastle Upon Tyne, NE98 1ZZ
SUPPLIER:	Unite Procurement UK Ltd
SUPPLIER ADDRESS:	16 Great Queen Street, London WC2B 5AH
REGISTRATION NUMBER:	8627563
DUNS NUMBER:	219551424
SID4GOV ID:	N/A
Buyer authorised representative:	REDACTED TEXT under FOIA Section 40, Personal Information.
Date of Buyer Registration Process:	01/12/2025
Supplier authorised representative:	REDACTED TEXT under FOIA Section 40, Personal Information.
Date Contract is accepted:	17/12/2025

START DATE:	19/12/2025
EXPIRY DATE:	18/12/2028
CONTRACT PERIOD:	Three (3) years
ESTIMATED CONTRACT VALUE:	£200, 000.
OPTIONAL EXTENSION PERIOD:	One (1) year
PAYMENT METHOD(S):	30 Days on Invoice
SUPPLIER'S ACCOUNT DETAILS	N/A
CONTRACT AMENDMENTS (Further Competition Procedure):	N/A

Buyer Contract Manager:	REDACTED TEXT under FOIA Section 40, Personal Information.
Supplier Contract Manager:	REDACTED TEXT under FOIA Section 40, Personal Information.
Notices address for Buyer:	Block 7 Benton Park View, Longbenton, Newcastle Upon Tyne, NE98 1ZZ
Notices address for Supplier:	16 Great Queen Street, London WC2B 5AH
Implementation of Buyer ERP Payment System required:	No

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Commercially Sensitive Information:	IBCA Staff details Pricing
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1.5.2 Order

Buyer Department / Section:	No input required
Authorised User:	No input required
Date and time:	No input required
Vendor:	No input required
Catalogue Items Ordered: (a) With Options (b) Without Options	No input required
Non Catalogue Items Ordered: (a) customisation of Catalogue Items (with or without Options)	No input required
(b) Goods that fall broadly within a Category of Deliverables	No input required
Any dependencies:	No input required
Standards required to be met:	No input required
Services Ordered:	No input required
Options / RFQ:	No input required
Delivery type:	No input required
Delivery date (or phases):	No input required
Site for Delivery:	No input required
Buyer Personnel (for receipt of Delivery):	No input required
Additional Insurances:	No input required
Charges:	No input required
Supplier Review Meetings, if required	No input required
Supplier Acceptance of Order: (a) Accepted by: (b) Date of acceptance: (c) Supplier Order Number:	No input required
Supplier rejection of Order: (a) Rejected by: (b) Date of rejection: (c) Reasons for rejection: (d) Who authorised rejection:	No input required

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2. Order of Precedence

- 2.1 The following documents, which are part of the Framework Contract, are incorporated to the extent they relate to and are applicable to the Contract and the Buyer, into each Contract and each Order under the Contract and, if the documents conflict, the following order of precedence applies:
- (1). each Order accepted by the Supplier in accordance with Schedule 7 (Ordering Procedure);
 - (2). the provisions of Paragraph 1 (Registration and Contract Formation) above and this Paragraph 2 (Order of Precedence);
 - (3). Schedule 1 (Key Provisions);
 - (4). Schedule 4 (Definitions and Interpretation);
 - (5). Schedule 3 (Information and Data Provisions);
 - (6). the following schedules in equal order of precedence:
 - (a) Schedule 5 (Specification);
 - (b) Schedule 6 (Charges Schedule);
 - (c) Schedule 15 (Implementation, Testing and Framework Services);
 - (d) Schedule 7 (Ordering Procedure);
 - (e) Schedule 9 (Management Charges and Information);
 - (f) Schedule 10 (Financial Difficulties);
 - (g) Schedule 12 (Guarantee);
 - (h) Schedule 16 (Registration and Management of Subcontractors);
 - (i) Schedule 18 (Exit Plan);
 - (7). Schedule 2 (General Terms and Conditions);
 - (8). the order in which all subsequent Schedules, if any, appear;
 - (9). Schedule 5 (Specification) as long as any part of the Supplier's Tender Response that offers a better commercial position to the Buyer (as decided by CCS) takes precedence over the documents above;
 - (10). any other documents forming part of the Contract in date order in which such document was created with more recent documents taking precedence over older documents to the extent only of any conflict; and
 - (11). any other documentation referred to or incorporated into the Tail Spend Solution by the Supplier (including its Vendors) in date order in which such documentation was uploaded into the Tail Spend Solution with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 2.2 In accordance with Clause 1.2 of Framework Schedule 2, the Supplier agrees that it will not, in its dealings with a Buyer, seek to impose or rely on any other contractual terms which in any way vary or contradict the Contract. Therefore, any Subcontractor terms and conditions will only supplement the Contract.

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This signature box (or a digital equivalent) shall be inserted into Tail Spend Solution in such a manner that the completion of the necessary information: (1) as part of the Buyer Registration Process, shall be deemed, upon completion, to amount to the execution the Contract by both Parties, and (2) the acceptance by the Supplier of each Buyer Order submitted, under their Contract, shall be deemed to be legally binding and enforceable in Law:

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT under FOIA Section 40, Personal Information.	Signature:	REDACTED TEXT under FOIA Section 40, Personal Information.
Name:	REDACTED TEXT under FOIA Section 40, Personal Information.	Name:	REDACTED TEXT under FOIA Section 40, Personal Information.
Role:	REDACTED TEXT under FOIA Section 40, Personal Information.	Role:	REDACTED TEXT under FOIA Section 40, Personal Information.
Date:	08/12/2025	Date:	18th December 2025

Annex A Clusters – NOT USED

Annex B – Supplier Solution

[RM6202 -UNITE Solution v5.1](#)

Annex C – Supplier Charges

REDACTED TEXT under FOIA Section 43(2), Commercial Interests

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ANNEX D - VARIATION FORM

Contract Details	
This variation is between:	[insert name of Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("the Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
A Variation Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: [Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert amount]