

# Order Form

## Framework agreement reference: SBS/19/AB/WAB/9411

<b>Date of order</b>		<b>Order Number</b>	<input type="checkbox"/> ] To be quoted on all correspondence relating to this Order
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### FROM

Customer	NHS BUSINESS SERVICES AUTHORITY	"Customer"
Customer's Address	Stella House Goldcrest Way, Newburn Riverside Newcastle upon Tyne NE15 8NY	
Invoice Address	Stella House Goldcrest Way, Newburn Riverside Newcastle upon Tyne NE15 8NY	
Contact Ref:	<b>Name:</b> <b>Address:</b> as above <b>Phone:</b> <b>e-mail:</b> <b>Fax:</b> N/A	

### TO

Supplier	Trustmarque Solutions Ltd	"Supplier"
Supplier's Address	85 Great Portland Street, London, W1W 7LT	
Account Manager	<b>Name:</b> <b>Address:</b> 85 Great Portland Street, London, W1W 7LT <b>Phone:</b> <b>e-mail:</b> <b>Fax:</b> N/A	

### GUARANTEE

Guarantee to be provided	<b>Yes / No</b>
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

<b>1. TERM</b>	
<b>(1.1) Commencement Date</b>	<ul style="list-style-type: none"> <li>Dell EMC Storage support (3 years)</li> <li>VNX Support (1 year term)</li> </ul>
<b>(1.2) Expiry Date</b>	<ul style="list-style-type: none"> <li>Dell EMC Storage support (3 years)</li> <li>VNX Support (1 year term)</li> </ul>

2. GOODS AND SERVICES REQUIREMENTS	
<b>(2.1) Goods and/or Services</b>	
<b>Goods –</b>  <b>Service Profile –</b>  <b>Opp ID : S3251325 Dell EMC Storage support (3 years)</b> <b>Opp ID: S3251349 Dell VNX Support (1 year term)</b>	
<b>Minimum Order Value</b>	<b>(ex VAT)</b>
<b>(2.2) Premises</b>	
N/A	
<b>(2.3) Lease/ Licenses</b>	
N/A	
<b>(2.4) Standards</b>	
N/A	
<b>(2.5) Security Requirements</b>	
<b>Security Policy</b>	
N/A	
<b>Additional Security Requirements</b>	
N/A	
<b>Processing personal data under or in connection with this contract</b>	
NO	
<b>(2.6) Exit Plan (where required)</b>	
N/A	
<b>(2.7) Environmental Plan</b>	
N/A	

3. SUPPLIER SOLUTION
<b>(3.1) Supplier Solution</b>
NHS Business Services Authority
<b>(3.2) Account structure including Key Personnel</b>
Account Manager:

<b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b>
N/A
<b>(3.4) Outline Security Management Plan</b>
N/A
<b>(3.5) Relevant Convictions</b>
N/A
<b>(3.6) Implementation Plan</b>
N/A

<b>4. PERFORMANCE QUALITY</b>
<b>(4.1) Key Performance Indicators</b>
N/A

<b>5. PRICE AND PAYMENT</b>
<b>(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))</b>
Payment by BACS
<b>(5.2) Invoicing and Payment</b>
<b>The Supplier shall issue invoices. The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.</b>

**6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES****(6.1) Supplemental requirements****The Parties agree that:**

- Trustmarque shall not knowingly deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Customer's staff, patients, service users or visitors at risk.
- No Trustmarque personnel employed in delivery of the services shall be brought into contact with any vulnerable persons or individuals receiving health care, and no activities performed in the course of the Services are regulated activities for the purpose of the Safeguarding Vulnerable Groups Act 2006.
- No IPR is being generated
- Any call-off provisions relating to TUPE are not applicable to this SLA
- The provisions of clause 10.1.14 of the call off terms is not applicable to this SLA
- For any indemnities that are to be subject to the limitation on liability at Clause 13, it is all claims in aggregate arising under all those indemnities (i.e. taken together) which are subject to the limitation of liability at Clause 13.2, as amended

For the purposes of this Order Form, the Parties agree that Clause 12 shall be amended as follows:

**12. Indemnity****12.1 Unamended**

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 of these Call-off Terms and Conditions shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 of these Call-off Terms and Conditions and Clause 2.6 of Schedule 3 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions as amended.

For the purposes of this Order Form, the Parties agree that the following amendments to clause 13 of Appendix A, Schedule 2 of the Call-off Terms and Conditions shall apply:

**13. Limitation of liability****13.1 Unamended**

13.2 Subject to Clauses 12.1.1, 12.2, 13.1 and 13.3 of this Schedule 2 of these Call-off Terms and Conditions the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.

**For and on behalf of the Supplier:**

Name and Title	
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Signature	
Date	19th December 2022

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	15 December 2022