

SCHEDULE 7B

Order Form for Competed Goods & Services - Mini Competition

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 27th September 2019.

The Authority	Ministry of Justice (“MOJ”), 10 South Colonnade, Canary Wharf London, E14 4PU
The Supplier	Softcat plc, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW
HealthTrust Europe Contract Reference	

The Supplier and the Authority hereby agree as follows:

- Following the completion of a mini-competition exercise (“**Mini-Competition**”), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
- The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - the Mini-Competition Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
 - the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
 - the Call-Off Terms and Conditions set out at Appendix A, as applicable, to the Framework Agreement (including the front page and all Schedules thereto).
- 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:
 - 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 **Error! Reference source not found.** 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 **15th August 2023** with a contract value of **[REDACTED]** for the provision of network equipment (**hardware equipment**).
5. The initial Term of this Contract shall be 12 ("twelve") months from the Commencement Date and may be extended annually in accordance with Clause 15.2 of Schedule 2 provided that the total duration of this Contract shall be no longer than 3 ("three") years in total, subject to the Authority's internal budgetary approvals. Any extension to the contract term shall be notified to the Supplier in accordance with the terms of the framework. The estimated total value of the contract including all such optional extensions shall not exceed **£6,000,000 excl VAT**.
6. Data Protection
- 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 Supplier is authorised to Process any Personal Data provided in this document relating to the execution and management of this contract and for the duration of this contract term only.
7. Intentionally blank or deleted
8. For the purposes of Clause 4.2 of Schedule 2, the Authority shall visually inspect the type approved Goods for damage within **fourteen (14) days** from the date of delivery of the relevant Goods to the site location.

9. The payment profile for this Contract shall be within **thirty (30) days** from submission of an uncontested Invoice
10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on **three (3) months** written notice. Such a notice shall not be served within **one (1) year** of the Commencement Date.
11. Intentionally blank or deleted
(A) Intentionally blank or deleted
12. Intentionally blank or deleted

The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations as detailed in Appendix 4:

12 Not required.

13 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract the delivery of goods under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement

- (A) The Supplier shall deliver and implement the Services in accordance with the Delivery Schedule and Implementation Plan appended at Appendix 4 overleaf.
- (B) Intentionally blank or deleted
- (C) 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 3 overleaf.
- (D) Intentionally blank or deleted
- (E) Intentionally blank or deleted
- (F) Intentionally blank or deleted
- (G) The end user license agreement (EULA) applicable to the relevant networking Product, as stipulated by the Manufacturer of that Product in Appendix 9.
- (H) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- (I) 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

each sub-contractor will be responsible for are detailed in Appendix 11.

Appendix 1	Mini-Competition Specification
Appendix 2	Mini-Competition Response Document
Appendix 3	Change Control Process
Appendix 4	Delivery Schedule and Implementation Plan
Appendix 5	Locations subject to lease and/or licence
Appendix 6	Step In Rights
Appendix 7	Termination
Appendix 8	TUPE Transfer
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors
Appendix 12	Warranties

Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	[REDACTED]		

Signed by the authorised representative of THE SUPPLIER

Name:	[REDACTED]	Signature	[REDACTED]
Position:	[REDACTED]		

List of Contacts and Roles

[REDACTED]

(Copies of all the listed documents in the below appendices shall be deemed to be saved in each parties' respective document storage / e-tendering system)

Appendix 1

[REDACTED]

Appendix 2

[REDACTED]

(Copies of all the listed documents in the below appendices shall be deemed to be saved in each parties' respective document storage / e-tendering system)

Appendix 3]

[REDACTED]

Appendix 4

[REDACTED]

Appendix 5

Lease and/or Licence to access Premises and Locations – Not required

Appendix 6

Step in rights - Not applicable

Appendix 7

Termination Sum – Not required

Appendix 8

TUPE and staff transfer– Not applicable

Appendix 9

[REDACTED]

[REDACTED]

Appendix 11

[REDACTED]

Appendix 12

[REDACTED]