# Schedule 7A

**Order Form for Standard Services – Direct Award**

 **Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Dental Solutions 2022 (reference number: 2022/S 000-000697 dated 01st June 2022**

***Lot 1 – Dental Solutions***

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| **The Authority** | ***MINISTRY OF JUSTICE*** |
| **The Supplier** | ***HENRY SCHEIN UK HOLDINGS LIMITED,*****REDACTED** |
| **HealthTrust Europe Contract Reference** | ***HTE-DEN22-05-L1-MOJ*** |

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 01st June 2022 (the “Framework Agreement”).

1.1 The Parties agree that in the exceptional event of a cost increase to the Supplier as set out below, any exceptions to the fixed 12 (twelve) month pricing will be reviewed on a Quarterly basis, any changes to pricing shall be communicated to the Customer 10 (ten) working days prior to Quarter End, and pricing shall go live on the 1st (first) day of the following Quarter

1.1.1 A cumulative change in cost of goods from the Supplier's manufacturers or suppliers in excess of, or decrease of, 5% (five percent) within the period (annually), will trigger an exceptional price change.

1. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
2. The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
3. the Contract Price, as appended at Appendix 2 overleaf; and
4. the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
5. 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:
6. 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.
7. 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.
8. 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.
9. The Commencement Date of the Contract shall be ***1st April 2023***
10. The Term of this Contract shall be ***3*** years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than ***5*** years in total.

1. **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 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.

1. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.(i) of Schedule 2 of these Call-off Terms and Conditions.
2. The payment profile for this Contract shall be ***monthly in arrears***.
3. The Authority may terminate this Contract forthwith by notice in writing 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.
4. The provision of Services
5. The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:
6. Multiple prison locations
7. 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.
8. The Contract Managers at the commencement of this Contract are:
9. for the Authority: **REDACTED**
10. for the Supplier: **REDACTED**
11. Notices served under this Contract are to be delivered to:
12. for the Authority: **REDACTED**
13. for the Supplier: **REDACTED**
14. 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.
15. The following Appendices are incorporated within this Contract:

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| **Appendix 1** | Authority Specification  |
| **Appendix 2** | Contract Price  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | **REDACTED**  | Signature: | **REDACTED**  |
| Position: | **REDACTED**  | Date: | **REDACTED**  |

**AND**

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | **REDACTED**  | Signature: | **REDACTED**  |
| Position: | **REDACTED**  | Date: | **REDACTED**  |

**Appendix 1**

**Authority Specification**

**As per the framework**

**Appendix 2**

**Contract Price- Prices Redacted**

**\*Full Catalogue Available Through HTE Portal\***

**PRICES REDACTED**



