

Schedule 7A

Order Form for Standard Goods and Services – Direct Award

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	<i>NHS Midlands and Lancashire CSU (hosted by NHS Commissioning Board), Heron House, 120 Grove Road, Stoke-on-Trent, ST4 4LX</i>
The Supplier	<i>Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU</i>
HealthTrust Europe Contract Reference	[REDACTED]
Insight Reference	[REDACTED]

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 27th September 2019 (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 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:
 - (a) 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.

- (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 01/01/2023

5. The Term of this Contract shall be 1 years from the Commencement Date

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 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.

7. The payment profile for this Contract shall be as detailed in Appendix 2 below.

8. 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 **1** year of the Commencement Date.

9. The provision of Services

- (A) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:

12 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract **any of its obligations** 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) 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.
- (B) The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Sub-Contractor as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Sub-Contractor hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier Sub-Contractor shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract.
- (C) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
- (D) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- (E) 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 .

1. The Contract Managers at the commencement of this Contract are:

- (a) for the Authority:

[REDACTED]
(b) for the Supplier:

2. Notices served under this Contract are to be delivered to:

(a) for the Authority:

[REDACTED]
(b) for the Supplier:

[REDACTED]
t. [REDACTED] | m. [REDACTED] |
[REDACTED] | uk.insight.com

3. 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.
4. The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Lease and/or Licence to access Premises and Locations
Appendix 6	Step In Rights
Appendix 7	Termination Sum
Appendix 8	Staff Transfer – not applicable
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors
Table A	Healthtrust Europe, NHS Framework Agreement And Call Off Contract Data Protection Protocol
Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:			

Signed by the authorised representative of THE SUPPLIER

Name:			
Position:			Dec 21, 2022

Appendix 1



End user license agreement and service level agreement to be forwarded by the subcontracts to the customer following installation

Appendix 2
Contract Price

Description	Total Val
Aristotle Cloud Tenancy	£227,297.28

Pricing Notes

1. Pricing excludes UK VAT.
2. Payment in full on receipt of invoice

Appendix 3

Change Control Process

1.1 The Change Control Process shall be in accordance with the Framework call off terms and conditions

1. Principles

- 1.1 Where the Authority or the Supplier sees a need to change any of the Deliverables, the customer may at any time request, and the Supplier's Service Manager may at any time recommend, such amendment only in accordance with the formal Change Control Procedure ("**CCP**") as set out at **paragraph Two**.
- 1.2 Neither Party shall unreasonably withhold its agreement to any amendment (which includes not recommending changes to any Deliverables which are not reasonably necessary).
- 1.3 Until such time as an amendment to the Deliverables is made in accordance with this Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform the Services in compliance with its terms prior to such amendment.
- 1.4 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant amendment to the Deliverables shall be without prejudice to the rights of either Party.
- 1.5 Any work undertaken by the Supplier which has not been otherwise agreed in accordance with the provisions of this **Annex One** shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedures

- 2.1 Discussion between the Authority and the Supplier concerning an amendment to the Services shall result in any one of the following:
 - 2.1.1 no further action being taken;
 - 2.1.2 a request to amend the Services by the Authority; or
 - 2.1.3 a recommendation to amend the Services by the Supplier.
- 2.2 Where a written request for an amendment is received from the Authority, the Supplier shall, unless otherwise agreed, submit two (2) copies of a Change Control Note ("**CCN**") signed by the Supplier to the Authority within seven days of the date of the request or such other period as the Service Managers shall agree (acting reasonably).
- 2.3 A recommendation to amend by the Supplier shall be submitted direct to the Authority in the form of two (2) copies of a CCN signed by the Supplier at the time of such recommendation and the Authority shall give its response within fourteen (14) days or such other period as the Service Managers shall agree (acting reasonably).
- 2.4 Each CCN shall contain:

- 2.4.1 the title of the amendment;
 - 2.4.2 the originator and date of the request or recommendation for the amendment;
 - 2.4.3 the reason for the amendment;
 - 2.4.4 full details of the amendment including any specifications;
 - 2.4.5 the price, if any, of the amendment;
 - 2.4.6 a timetable for implementation together with any proposals for acceptance of the amendment;
 - 2.4.7 a schedule of payments, if appropriate;
 - 2.4.8 details of the likely impact, if any, of the amendment on other aspects of the Services including to:
 - 2.4.8.1 the timetable for the provision of the amendment;
 - 2.4.8.2 the personnel to be provided;
 - 2.4.8.3 the amended charges payable under the Services (as now amended);
 - 2.4.8.4 the Documentation to be provided;
 - 2.4.8.5 the training to be provided;
 - 2.4.8.6 working arrangements; and
 - 2.4.8.7 other contractual issues;
 - 2.4.9 the date of expiry of validity of the CCN; and
 - 2.4.10 provision for signature by the Authority and by the Supplier.
- 2.5 For each CCN submitted the Authority shall, within the period of the validity of the CCN:
- 2.5.1 allocate a sequential number to the CCN;
 - 2.5.2 evaluate the CCN and, as appropriate:
 - 2.5.2.1 request further information, or
 - 2.5.2.2 arrange for two (2) copies of the CCN to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - 2.5.2.3 Notify the Supplier of the rejection of the CCN.
- A CCN signed by the Authority and by the Supplier shall constitute an amendment to the Services and to the Framework Agreement and otherwise no amendment shall have been agreed



Appendix 4

Implementation Plan

n/a

Appendix 5

Lease and/or Licence to access Premises and Locations – standard framework terms

Appendix 6

Step In Rights – standard framework terms

Appendix 7

Termination Sum – standard framework terms

Appendix 8

Staff Transfer – not applicable

Appendix 9

Software and EULA

1. SOFTWARE LICENCES AND SERVICES

1.1 Any software provided as part of the Services is subject to any accompanying End User License Agreement and the terms of service thereof (embedded below). The Customer agrees to be bound by the same.

1.2 The Customer shall:

Comply with the obligations set out in software publisher product terms and the software service online service terms for hosted products;

Undertake the specific obligations specified in by software publisher to register and receive the software services and licences.

1.3 Customer's use of a software product shall be governed by the EULA packaged by the Supplier or software publisher (as applicable) with all software products and the Supplier shall have no responsibility for adding any terms or conditions of product use with such software products to the Customer.

Appendix 10

Key Performance Indicators

n/a

Appendix 11

Subcontractors

Sub-Contractor name	

Table A

Healthtrust Europe, HS Framework Agreement And Call Off Contract Data Protection Protocol



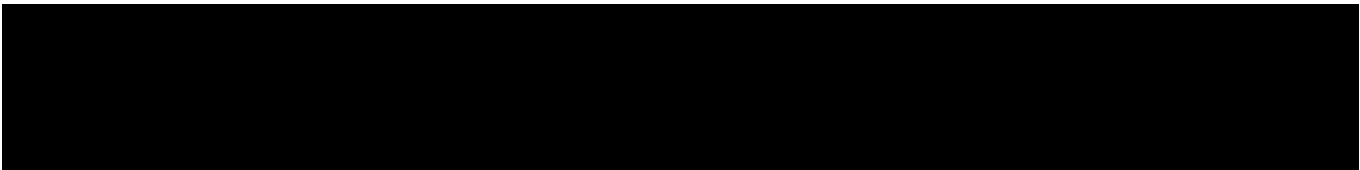
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Appendix A

Call-off Terms and Conditions for the Supply of Goods and the Provision of Services




Call-off Terms and
Conditions for the S



Final Audit Report

2022-12-21

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