

Order Form: The Supply of Healthcare Clinical Information Systems (HCIS)**Framework Agreement reference: SBS/15/CR/WAS/8387**

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

The Authority	United Kingdom Health Security Agency (UKHSA) - North West (the "Authority")
The Authority's Address	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>
Invoice Address	
Contact Ref:	Name: ██ Address: Phone: ████████████████████ e-mail: ██
Authority Representative	Name: ██████████ Address: Phone: e-mail: ██
Change Control Note Signatory (if different to Authority Representative)	As above

TO

Supplier	DH OpCo Uk Ltd (the "Supplier")
Supplier's Address	██
Account Manager	Name: ██████████ Address: ██████████ Phone: ████████████████████ e-mail: ██
Supplier Representative	Name: ██████████ Address: ██████████ Phone: ████████████████████ e-mail: ██
Supplier's Technical Lead	██████████████████

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Call off Contract is conditional upon the provision of a Guarantee to the Authority from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

Parent Company	<input type="checkbox"/>	"Guarantor"	
Parent Company address	<input type="checkbox"/>		
Account Manager	Name:	<input type="checkbox"/>	
	Address:	<input type="checkbox"/>	
	Phone:	<input type="checkbox"/>	
	e-mail:	<input type="checkbox"/>	

1. TERM**(1.1) Initial Term**

iLAB TP – 12 months from 01st April 2022 (the "Service Commencement Date") to 31st March 2023.

(1.2) Extension Period

Subject to the agreement of the Charges for any extension period the Authority shall be entitled to extend this Call off Contract by a period of not more than 12 months by giving the Supplier not less than 1 months' written or verbal notice, such notice to expire at the end of the Initial Term.

The Supplier and the Authority will agree the Charges for any agreed Extension Period in accordance with the Change Control Procedure set out in Schedule B6.

2. SERVICES REQUIREMENTS**(2.1) Services**

As described below and in schedule A1 (Services Description) of the Call off Contract.

To provide support and maintenance services for the Supplier's iLAB TP Software as provided to the Authority immediately prior to the Service Commencement Date albeit through a different contractual arrangement.

(2.2) Standards

As described in schedule A1 (Services Description) and/or schedule B4 (Standards) of the Call off Contract.

(2.3) Security Requirements

As described in schedule B9 (Security Requirements and Plan) of the Call off Contract.

The Supplier will comply with the Authority's reasonable security procedures when working on the Authorities premises.

Processing personal data under or in connection with this Call off Contract

YES

(2.4) Exit Plan

As specified in schedule B8 (Exit Management) of the Call off Contract.

3. SUPPLIER SOLUTION

(3.1) Supplier Solution

As specified in schedule A2 (Supplier Tender Response) to the Call off Contract.

(ILAB TP SOFTWARE AND SERVICES)

The Supplier shall deliver the iLab TP Software and the Services as defined in the Call off Contract, comprising the licensed use by the Authority of the iLab TP Software and associated maintenance and support services to the testing, training and production environments.

Support and maintenance services to the testing and training environments are on a reasonable endeavors basis. The deployment of Releases and / or Upgrades to test and training environments will be undertaken during normal business hours. Where the Authority requires this activity to be undertaken in Non-Core Hours this may be requested through a Service Request and will be chargeable.

The Supplier shall provide the maintenance and support services relating to the latest version and the previous version (N-1) for a maximum period of twelve months from the date of release of the then current version of the iLab TP Software in the production environment only.

As at the Effective Date the iLab TP Software and Interfaces are as detailed in the Support Schedule detailed in Schedule B17.

Application support will be provided as follows:

- Resolution of Incidents
- Problem Management
- Reasonable advice and guidance.
- Provision of new Releases and Upgrades. Although the licensed use and support of new Releases and Upgrades is included in the Charges, the deployment of new Releases and Upgrades (other than in the case of a single Release or Upgrade in any twelve month period that the Authority is willing to have deployed in normal working hours which will be provided at no additional cost to the Authority) are at additional charge. These will be charged at the Supplier's then current day rates.

Out of Scope

The Services do not include provision of additional functionality to the iLAB TP Software core application. The Supplier reserve the right to charge the Authority for additional functionality delivered as separate and optional functional module(s) to the core application.

Maintenance of rules created by the Authority.

Cache support will be provided as follows:

- Resolution of Incidents
- Problem Management
- Space management
- At the Supplier's option the provision of new Releases and Upgrades. The Authority may also request the provision of a new Release or Upgrade but where requested this will be provided at additional cost (unless such Release or Upgrade is deployed with an Upgrade or Release of the application software during normal working hours). In the event of the software owner issuing a de-support notice on the installed version of the software that requires the purchase of new licenses the purchase cost will be the responsibility of the Authority.

Database Backup and Recovery

The Supplier will be responsible for scheduling a daily database backup and a monthly application layer backup at times to be agreed with the Authority.

The Authority will be responsible for maintaining a rotation of tapes into the tape unit and for the secure storage of tapes when not in use and the renewal / replacement of tapes as required.

Recovery will be in accordance with the BCDR Plan.

(3.2) Account structure including Key Personnel

The account structure and details of Key Personnel (if any) will be provided prior to the Service Commencement Date.

(3.3) Sub-Suppliers and Key Sub-Suppliers to be involved in the provision of the Services

In accordance with clause 23.1 the Authority gives its approval without further referral to the Authority to use manufacturers and official distributors or resellers to procure hardware, commercially off the shelf software and complementary support and professional services.

For the avoidance of doubt the above Sub-Suppliers are not deemed to be Key Sub-Suppliers under the Call off Contract and the Authority acknowledges that any procurement from such Sub-Suppliers by the Supplier is likely to be under an existing arrangement established to fulfil the requirements of multiple-customers.

(3.4) Commercially Sensitive Information

In accordance with clause 43.2 the following Confidential Information of the Supplier has been identified as being Commercially Sensitive Information:

- The Charges

(3.5) Implementation Plan

As specified in schedule B3 (Implementation Plan) of the Call off Contract.

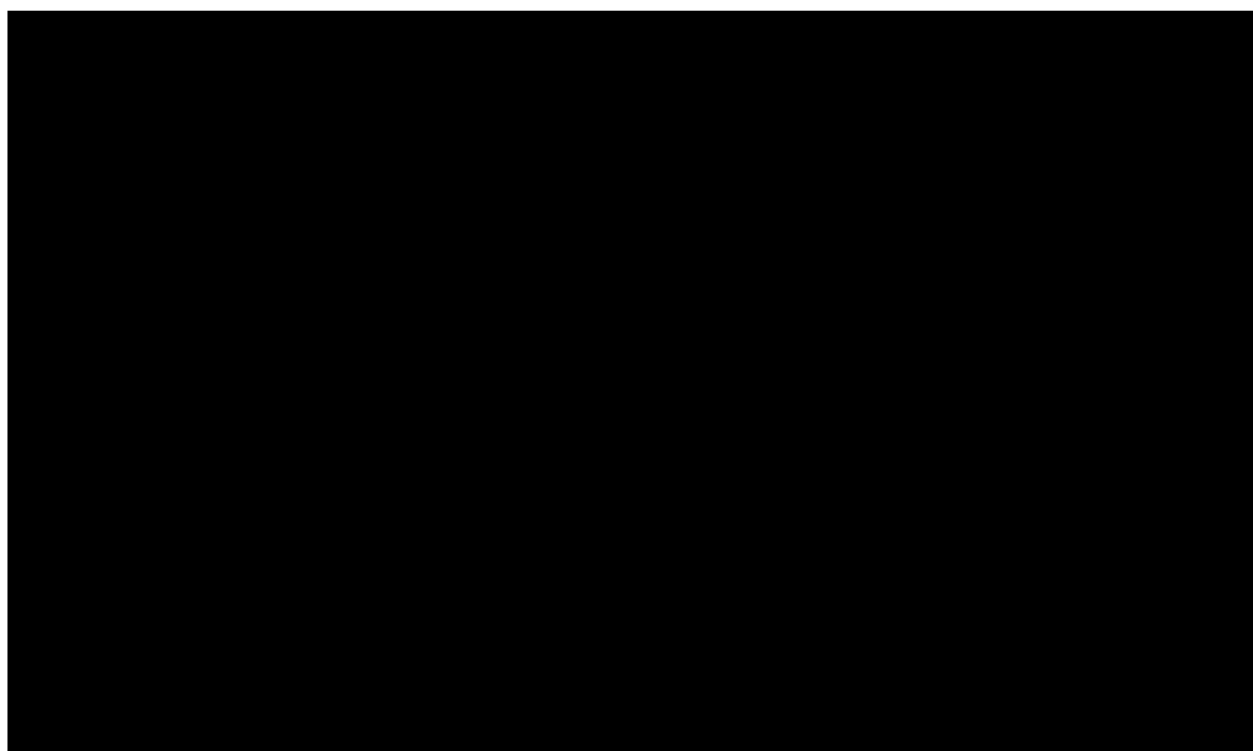
4. SERVICE LEVELS AND PERFORMANCE MONITORING

(4.1) Service Levels and Service Credits

As specified in schedule B16 (Service Levels and Performance Monitoring) of the Call off Contract.

5. CHARGES AND PAYMENT

(5.1) As specified below and in schedule B17 (Charges) of the Call off Contract.



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(5.2) Invoicing and Payment

As specified in schedule B1 (Invoicing Procedure) and B17 (Charges) of the Call off Contract.

6. OPTIONAL CLAUSES AND/OR SPECIAL TERMS**(6.1) Optional Terms**

Not applicable

(6.2) Special Terms

Not applicable

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Authority to provide the Services. The Parties hereby acknowledge and agree that they have read the Call off Contract and by signing below agree to be bound by the terms of this Call off Contract.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Authority:

Name and Title	[Redacted]
Signature	[Redacted]
Date	[Redacted]