

Schedule 7A

Order Form for Standard Goods and Services – Direct Award

(The Provision of Discovery Workshops to enable the Design, Build and Support of End User Computing and Intranet Services to the OEP)

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	Secretary of State Department for Environment, Food and Rural Affairs (“DEFRA”) [REDACTED] [REDACTED]
The Supplier	boxxe Limited [REDACTED] [REDACTED] [REDACTED] [REDACTED]
HealthTrust Europe Contract 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:
 - 2.1. The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
 - 2.2. the Contract Price, as appended at Appendix 2 overleaf; and
 - 2.3. 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:

- 3.1. 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.
- 3.2. 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.
- 3.3. 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 **10/08/2021**
5. The Contract shall expire upon the Authority's written acceptance of the Deliverables described within Appendix 1 (Authority Specification).

6. Data Protection

- 6.1. It is not expected that the Supplier will process personal data on behalf of the Authority in connection with performing its obligations under this Contract.
- 6.2. Where the Supplier believes a request or instruction from the Authority requires it to process personal data it shall inform the Authority immediately and not proceed with any processing until in receipt of a written instruction to do so. Such instruction shall include, but not limited to, the scope and purpose of the processing, a description of the data subject(s) and the appropriate measures required to ensure the security of the personal data.

7. 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 the Call-Off Terms and Conditions.

8. Not used

9. The payment profile for this Contract shall be as stated in Appendix 2 (Contract Price).

10. The Authority may terminate this contract immediately by notice in writing subject to clause 20 of this Contract.

11. The provision of Services

11.1. The Long Stop Date for the completion of provision of the Services shall be **01/09/2021**

11.2. The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12. New Technologies

12.1. Not used.

13. Early Payment Discount

13.1. Not used.

14. Training/ Support Services/ Help Desk

14.1. Not used.

15. Use of Subcontractors

15.1. The Authority does not grant its permission for the Supplier to Sub-contract any of its obligations under this Framework Agreement.

16. The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.

17. Not used.

18. 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.

19. TUPE

19.1. The Parties believe that TUPE does not apply to the transactions which are the subject matter of this Contract.

19.2. If, notwithstanding and in addition to any the provisions set out in clause 8 of Schedule 1 of this Contract (Key Provisions), it is subsequently determined by a court or tribunal of competent jurisdiction that TUPE does apply to a service or transaction which is the subject matter of this Contract, the Authority shall indemnify and hold harmless the Supplier and any sub-contractor of the Supplier from and against all liability and loss suffered and any costs and expenses reasonably and properly incurred by the Supplier and any sub-contractor of the Supplier, as a result of TUPE applying, including all liability and loss suffered and any costs and expenses reasonably and properly incurred arising out of or in connection with the employment of former employees of the Authority and/or any employees of any the Authority's contractors, including breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed

20. Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.

21. Not used.

22. The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier 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 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.

23. Not used

24. Not used

25. Not used

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

26.1. for the Authority:

[REDACTED]

26.2. for the Supplier:

[REDACTED]

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

27.1. for the Authority:

[REDACTED]
[REDACTED]

27.2. for the Supplier:

[REDACTED]
[REDACTED]

28. 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.

29. 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 – <i>not used</i>
Appendix 6	Step In Rights – <i>not used</i>
Appendix 7	Termination Sum
Appendix 8	Staff Transfer
Appendix 9	Software and End User License Agreement (EULA) – <i>not used</i>
Appendix 10	Key Performance Indicators – <i>not used</i>
Appendix 11	Subcontractors – <i>not used</i>

Signed by the authorised representative of THE AUTHORITY

[Redacted signature area]

Signed by the authorised representative of THE SUPPLIER

[Redacted signature area]

Appendix 1

Authority Specification

1. Context

- 1.1. The Supplier will be working with the Authority to set up the IT required for the Office for Environmental Protection (“OEP”), and subsequently provide a managed service to support this.
- 1.2. In order to fully understand OEP’s requirements and to design this service, the Supplier shall host several planning workshops. This appendix 1 (Authority Specification) outlines the scope of work that will go into these workshops, and what the outcomes will be. Once the planning stage is complete, a separate agreement will be created to detail the work that will then be undertaken.

2. Location for Work

- 2.1. Work will be carried out remotely, unless face-to-face contact is required for specific decisions, actions, or remediations.

3. Scope

- 3.1. The supplier shall coordinate and deliver ‘discovery’ workshop(s) to review the Authority’s **End User IT Detailed Requirements** (“EUC”) statement (see Annex A) and **OEP Intranet Specification** (see Annex B) and prepare a detailed plan for the successful delivery of the requirements therein.
- 3.2. The Parties acknowledge that as a result of the workshops, the specific detail within the Authority’s requirements may change.
- 3.3. During the workshops, the following points will be discussed and agreed in relation to both the EUC and OEP Intranet.

Project Management

- Key contacts, roles and responsibilities
- Schedule of project meetings
- Initial Project Plan with key milestones and provisional dates (please note this plan will be updated throughout the lifecycle of the project)
- Risk Management process, including creation of RAID log and agreement of update schedule
- Reporting – contents and schedule

Architecture/hardware

- Provisioning & deployment options for the hardware and software
- Proposed application and infrastructure diagram
- Build, patching and upgrade management
- Proposed device types, accessories & telco provider(s)
- Hardware/software roadmap
- Integration for SSO, email

Intranet specific

- Business requirements
- Functional requirements
- Non-functional requirements
- User objectives

- Content management

Security

- Approach to securing the OEP ecosystem – security accreditations and documentation
- Discussion and agreement around SOC
- PEN testing – (frequency, coverage etc..)
- Security model - device management and control mechanism overview, o365 security

Service Management

- Managed Service Design
- Service desk operation and process description
- JML integration
- Incident and security management policies
- 3rd party collaboration approach
- Proposed SLAs – response and resolution for P1-P4 incidents
- Quarterly service review meetings

Testing

- Test strategy
- Agreed outputs of testing for QA & Test assurance on DDTS side

Training

- Training strategy & scope
- Guidance and Knowledge – e.g. laptop / new starter instructions for OEP devices

4. Out of Scope

4.1. This Agreement only considers the discovery and planning phase of this project, and as such any delivery work is out of scope. A separate agreement will be created to cover any delivery phase of this project.

5. Responsibilities

5.1. Supplier will:

- 5.1.1. Chair all the planning workshops, ensuring the relevant people from Supplier and the Authority/OEP are invited with a reasonable amount of notice.
- 5.1.2. Create a number of design documents (“Deliverables”) based on the information gathered at these workshops. These shall include but not be limited to:
 - 5.1.2.1. A summary of the Suppliers understanding of the Authority’s EUC requirements for hardware, software and services.
 - 5.1.2.2. The names, roles and responsibilities of its key staff to be employed in the delivery of the EUC requirements.
 - 5.1.2.3. A detailed plan, which clearly describes the key phases for delivery, the expected timescales and the Parties resource profile required to meet the plan objectives.
 - 5.1.2.4. Any key or critical obligations or dependencies placed on the Authority which could affect the delivery of the plan.
 - 5.1.2.5. A project risk register

5.1.2.6. A full cost breakdown, by key phase and/or element, which is open, transparent and describes any discounts, savings or value-added elements.

5.1.2.7. Ensure its staff and representatives are of a suitable level of competence and professional standard to provide the Deliverables.

5.2. Authority will:

5.2.1. Ensure relevant stakeholders attend all workshops where reasonable notice has been provided by the Supplier

5.2.2. Provide relevant information requested by the Supplier and required for the successful delivery of the workshops.

Appendix 2

Contract Price

Below is the agreed pricing for this project for the initial call off order:

[illegible]

Below is the agreed contingency pricing for this project if scoping and discovery continues beyond the above number of days:

[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

Pricing Notes

Pricing and estimated time to complete this engagement are based upon the Authority's meeting its obligations.

The Supplier will bill days worked on a monthly basis. If when the discovery has been completed, there are days that haven't been used the Supplier shall deduct the equivalent number of days from any delivery phase set up costs.

Prices quoted are exclusive of VAT.

Appendix 3

Change Control Process

CHANGE CONTROL NOTE (CCN)

FOR CALL-OFF CONTRACT UNDER THE HEALTHTRUST EUROPE COMIT 2 FRAMEWORK AGREEMENT

This CCN relates solely to the Contract entered into between the Authority and the Supplier dated [enter call-off contract date] pursuant to the Information Communication Technology (ICT) Solutions 2 Framework (ComIT 2)

Issued in accordance with the Call-Off Terms and Conditions.

CCN Number :

Contract Reference :

CCN Title :

Date change first proposed:

The Supplier: [to be completed]

The Authority: [to be completed]

Contract change full details:

[insert details here]

Contract change cost implications:

[insert details here]

Effective date of CCN: [insert date]

IT IS AGREED as follows:

- 1. With effect from the Effective Date the Contract shall be amended as set out above.*
- 2. Save as herein amended, all other terms and conditions of the Contract inclusive of any previous CCNs shall remain in full force and effect.*

Signed for and on behalf of the Authority

By

Name

Title

Date

Signed for and on behalf of the Supplier

By

Name

Title

Date

Appendix 4

Implementation Plan



Appendix 5

Lease and/or Licence to access Premises and Locations

Not used

Appendix 6

Step In Rights

Not used

Appendix 7

Termination Sum

1. The Authority shall only be liable to pay for billable hours worked by the Supplier's staff directly employed in delivery of the Services described in Appendix 1 (Authority Specification) which have been accrued up to the point of notification of termination.

Appendix 8

Staff Transfer

The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any provisions replacing or amending those provisions (the "Transfer Regulations") do not apply to the transactions which are the subject matter of this Contract.

If it is subsequently determined by a court or tribunal of competent jurisdiction that the Transfer Regulations do apply to a transaction which is the subject matter of the Contract, the Authority shall indemnify and hold harmless the Supplier and any sub-contractor of the Supplier from and against all liability and loss suffered and any costs and expenses reasonably and properly incurred by the Supplier and any sub-contractor of the Supplier, as a result of the Transfer Regulations applying, including all liability and loss suffered and any costs and expenses reasonably and properly incurred arising out of or in connection with the employment of former employees of the Authority and/or any employees of any the Authority's contractors, including breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed.

Appendix 9

Software and EULA

Not used

Appendix 10

Key Performance Indicators

Not used

Appendix 11

Subcontractors

Not used

Annex A



Annex B

