

## Order Form

**Framework agreement reference: SBS/19/AB/WAB/9411**

<b>Date of order</b>	24/03/2025	<b>Order Number</b>	<b>FRM00126919 V1</b> To be quoted on all correspondence relating to this Order
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### FROM

<b>Customer</b>	UK HEALTH SECURITY AGENCY " <b>Customer</b> "
<b>Customer's Address</b>	Manor Farm Road, Porton Down, Salisbury, SP4 0JG
<b>Invoice Address</b>	<b>Name:</b> [REDACTED] <b>Address:</b> Manor Farm Road, Porton Down, Salisbury, SP4 0JG <b>email:</b> Naqibur.Rahman@ukhsa.gov.uk
<b>Contact Ref:</b>	

### TO

<b>Supplier</b>	Softcat plc " <b>Supplier</b> "
<b>Supplier's Address</b>	Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW
<b>Account Manager</b>	<b>Name:</b> [REDACTED] [REDACTED] [REDACTED]

### GUARANTEE

Guarantee to be provided	No
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<b>1. TERM</b>
<b>(1.1) Commencement Date</b>  1st April 2025
<b>(1.2) Expiry Date</b>  The contract shall expire on 31 <sup>st</sup> March 2026, unless an extension is otherwise agreed by the Parties in writing.  For the avoidance of doubt, the Contract Price for any optional extension period will be subject to review and acceptance by both Parties.

<b>2. GOODS AND SERVICES REQUIREMENTS</b>					
<b>(2.1) Goods and/or Services</b>					
<div></div>					
<div></div>					
<div></div> UKHSA - Udemyl Licer					
As per the Order Form, the Customer agrees to purchase the following:					
<table border="1"><thead><tr><th>Quantity</th><th>Description</th></tr></thead><tbody><tr><td>50</td><td>Udemy Business Licenses 12 month term</td></tr></tbody></table>	Quantity	Description	50	Udemy Business Licenses 12 month term	
Quantity	Description				
50	Udemy Business Licenses 12 month term				
The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.					
<div>Minimum Order Value</div> <div></div>					
<b>(2.2) Premises</b>					
n/a					
<b>(2.3) Lease/ Licenses</b>					
n/a					
<b>(2.4) Standards</b>					
n/a					
<b>(2.5) Security Requirements</b>					
<b>Security Policy</b>					
n/a					
<b>Additional Security Requirements</b>					
n/a					
<b>Processing personal data under or in connection with this contract</b>					
YES. Any data processing will be limited to business contact details. The Parties agree that, for the purposes of this Contract, the Customer will be the Data Controller and the Supplier will be the Data Processor.					
<b>(2.6) Exit Plan (where required)</b>					
No					
<b>(2.7) Environmental Plan</b>					
No					

<b>3. SUPPLIER SOLUTION</b>
<b>(3.1) Supplier Solution</b>  n/a
<b>(3.2) Account structure including Key Personnel</b>  Key Personnel: n/a
<b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b>  Udemy, Inc.
<b>(3.4) Outline Security Management Plan</b>  n/a
<b>(3.5) Relevant Convictions</b>  n/a
<b>(3.6) Implementation Plan</b>  n/a

<b>4. PERFORMANCE QUALITY</b>
<b>(4.1) Key Performance Indicators</b>  n/a
<b>(4.2) Service Levels and Service Credits</b>  n/a

<b>5. PRICE AND PAYMENT</b>				
<p><b>(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))</b></p> <p>The Contract Price is £ 17,787.00 (excluding VAT):</p> <table border="1"> <thead> <tr> <th>Quantity</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>Udemy Business Licenses 12 month term</td> </tr> </tbody> </table> <p><small>Please note:</small></p> <ul style="list-style-type: none"> <li>- Prices exclude VAT</li> <li>- Quotes valid for calendar month unless otherwise stated, or exchange rate dependent</li> <li>- Errors and omissions excepted</li> <li>- Unless otherwise agreed between the parties, all orders are subject to Softcat's standard T&amp;Cs (available via the link below) and the licence agreements relating to any software (available on request)</li> </ul>	Quantity	Description	50	Udemy Business Licenses 12 month term
Quantity	Description			
50	Udemy Business Licenses 12 month term			

**(5.2) Invoicing and Payment**

The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

**6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES****(6.1) Supplemental requirements**

The Parties agree that the use of the Goods and/or Services is subject to Udemmy's terms and conditions, available at [udemy.com/terms](https://udemy.com/terms) and as they exist on the Commencement Date.

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.

**For and on behalf of the Supplier:**

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

**For and on behalf of the Customer:**

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