













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 | UK Health Security Agency     |
| The Supplier | Insight Direct UK Ltd      Insight Direct (UK) Ltd   |
| HealthTrust Europe Contract Reference |  |

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 **31/03/2023**

5. The Term of this Contract shall be **one (1) year** from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call-Off Terms and Conditions provided that the duration of this Contract shall be no longer than **three (3) years including extension options** in total.

6. **Data Protection – NOT APPLICABLE**

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. 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. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within [insert time period during which any inspection must be carried out] of the date of delivery of the relevant Goods.

NOT APPLICABLE

9. The payment profile for this Contract shall be **Annually, in advance by invoice.**
10. 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 3 months of the Commencement Date.
11. The provision of Services commencement date shall be 31st March 2023.
 - (A) The Long Stop Date for the commencement of provision of the Services shall be 31/03/2026.
 - (B) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:

Buyer Premises:

UKHSA Colindale:

[REDACTED]

UKHSA Porton Down:

[REDACTED]

Service may be performed in additional locations, Buyer to advise

12. New Technologies – NOT APPLICABLE

During the Term, if any new product or new technology related to the Goods (each a "New Technology Product") becomes available from the Supplier or any other supplier, and will replace existing Goods pursuant to the Call off Contract for whatever reason, the Supplier shall not be permitted to increase the Contract Price in respect of such product(s). However, in the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the call-off Contract with a New Technology Product (i.e. such replacement is not obligatory), the Supplier has the right to increase the Contract Price to reflect that the Participating Authorities have opted to purchase the New Technology Product(s) provided always that such replacement produce and increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Authority and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework Agreement) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).

12.1 The Supplier shall notify the Authority and the Participating Authorities in writing of such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.

12.2 During the Term, if the Authority is notified of a New Technology Product pursuant to Clause 16.2 the Authority may request and the Supplier shall agree to supply the New Technology Product solely to the Participating Authority for a period of [insert number] months, prior to such New Technology Product being made available for purchase through commercial/public release.

13. Early Payment Discount – NOT APPLICABLE

If the Authority pays the Supplier's invoice in less than the specified 30 day period, the Authority shall be entitled to an early payment discount of [insert level of discount %] of the value of that month's invoice. The Supplier shall, in the subsequent month's invoice for the Goods, credit the Authority with the early payment discount achieved by the Authority in the preceding month.

14. Training/ Support Services/ Help Desk – NOT APPLICABLE

The Supplier shall as soon as reasonably practicable after delivery of the Goods to the Authority, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods the Authority. The Supplier shall provide as much training and support to the Authority as the Authority may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier. The Supplier shall at its own expense provide the Authority with copies of all training materials and resources, such materials to include a suitable "train the trainer" programme with sufficient detail to enable trained clinical staff to train others.

15. Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract any of its obligations/ specific 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) The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
- (B) The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.
- (C) 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.
- (D) Notwithstanding Key Provision 8 of the Call-Off Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Appendix 8 shall apply to such transfer.
- (E) 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.
- (F) If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.

- (G) 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.
- (H) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9.
- (I) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- (J) 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 1.

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

(a) for the Authority:

[REDACTED]
[REDACTED]
[REDACTED]

(b) for the Supplier:

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

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

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

(a) for the Authority: [REDACTED]

(b) for the Supplier: [REDACTED]

[REDACTED]

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:

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| Appendix 1 | Authority Specification |
| Appendix 2 | Contract Price |
| Appendix 3 | Not Used |
| Appendix 4 | Not Used |
| Appendix 5 | Lease and/or Licence to access Premises and Locations |
| Appendix 6 | Not Used |
| Appendix 7 | Not Used |
| Appendix 8 | Not Used |
| Appendix 9 | Software and End User License Agreement (EULA) Not Used |
| Appendix 10 | Not Used |

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| Appendix 11 | Subcontractors |
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Signatures

On behalf of the Supplier:



On behalf of the Buyer:



Appendix 1

Authority Specification

| Description | in stock | Qty |
|---|----------|-----|
| Vmware ELA 1 year | yes | 1 |
| | | |
| Bill of Materials | | |
| 1x VMWare subscription purchasing program credits | | |
| 2592x subscription upgrade to VMWare vSphere+1 year prepaid commit - per core | | |
| 1x VMWare vSphere hourly overage rate - per core | | |

Appendix 2

Contract Price

| | | | |
|--|--|--------------|-------------|
| | | | |
| | | | |
| | | Grand Total: | £197,720.53 |

**Appendix 3
Change Control Process**

NOT USED

**Appendix 4
Implementation Plan**

NOT USED

**Appendix 5
Lease and/or Licence to access Premises and Locations**

Software licenses for software installed at UKHSA server centers

**Appendix 6
Step In Rights**

NOT USED

**Appendix 7
Termination Sum**

NOT USE

**Appendix 8
Staff Transfer**

NOT USED

Appendix 9 Software and EULA

Appendix 10

Key Performance Indicators

NOT USED

Appendix 11

Subcontractor

