

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	The Department of the Environment Food, and Rural Affairs (DEFRA) Horizon House Deanery Road Bristol BS1 5AH
The Supplier	Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU
HealthTrust Europe Contract Reference	HTE-005705 (H.T.E. Framework Reference) Ecm_60551 (Defra 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 upon Signature/Execution

5. The Term of this Contract shall be 120 days 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 not exceed 31/3/2021.

6. Data Protection – N/A

7. The payment profile for this Contract shall be within 30 days from Invoice Date.

The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on 30 days written notice.

8. The provision of Services

(A) The Services Commencement Date shall be **the Commencement Date**.

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

- (i) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9. New Technologies

N/A

11 Early Payment Discount

N/A

12 Training/ Support Services/ Help Desk

N/A

13 Use of Subcontractors

N/A

14 Intellectual Property Rights

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

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

(a) for the Authority:

[REDACTED]

(b) for the Supplier:

[REDACTED]

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

(a) for the Authority:

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

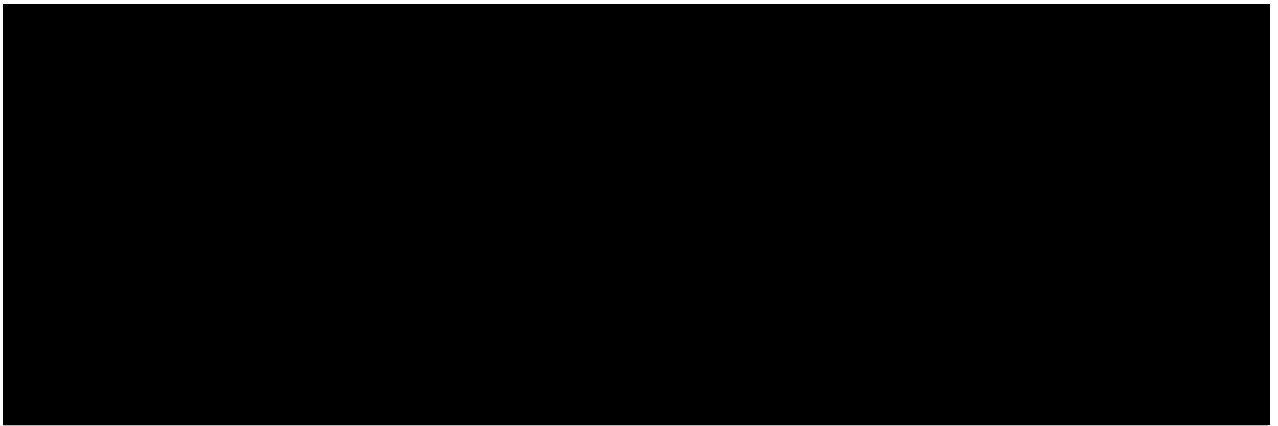
(b) for the Supplier:

[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:

Appendix 1	Authority Specification
Appendix 2	Contract Price

Signed by the authorised representative of THE AUTHORITY



Appendix 1

Authority Specification

Hololens – Remote Assist – Proof of Value Engagement

1 Scope of Services

1.1 ServicesSummary

Insight has developed a structured approach to validating 'Proof of Value' using Remote Assist for Hololens 2 deployments with our customers, delivered as a combination of remote sessions led by us and evaluation activity completed by you.

The approach covers the basics of HoloLens 2 and Remote Assist, plus helps guide you on the path to an effective, tailored, fully adoptable deployment.

It's designed for organisations either considering the use of Remote Assist with HoloLens 2, or who have taken delivery of HoloLens 2 devices, but not yet actively deployed. There will be an urgent need to get going with minimum fuss, but to ensure the right path is followed.

Using a workshop-driven process over a period of 30 days, facilitated by Design Thinking and Microsoft Certified professionals, we gather the essential information about your particular circumstances and needs, then guide you through the essential steps to successfully evaluate HoloLens 2 and Remote Assist, offering support along the way and a clear plan for wider deployment and adoption across your organisation.



1.2 ServiceDescription

1.2.1 Pre-engagementquestionnaire

Insight shall provide a pre-engagement questionnaire, in advance of the Remote Assist Fast Start workshop. This questionnaire gathers some high level information about the following in your current environment that is relevant to the enablement of Remote Assist:

- Hardware/infrastructure
- Software/licensing
- Network/connectivity
- Users

- Desired outcomes from the Remote Assist Proof of Value engagement

The completed questionnaire should be returned to Insight in advance of the Remote Assist Fast Start workshop and will be used to drive conversations around considerations and recommendations to get Remote Assist enabled for your scenario(s).

1.2.2 Remote Assist Fast-Start Workshop

The Remote Assist Fast Start workshop is focused on getting you up and running with HoloLens 2 devices and Remote Assist, including taking you through your first live Remote Assist call.

First a pre-questionnaire will be sent out to the client which is filled out prior to the workshop.

The workshop will then cover the following topics;

- Introduction to HoloLens 2
- Remote Assist overview
- Typical use cases for HoloLens 2/ Remote Assist in relevant industry
- Technical considerations and licensing for Teams and Remote Assist
- Understanding your existing/future Teams deployment
- Walk through rollout steps for your implementation
- *Review your desired outcomes and define the success criteria for your Remote Assist Proof of Value engagement
- Take you through the HoloLens 2 'out of box experience' (OOBE)
- Experience your first Remote Assist call (where Teams deployment is ready for Remote Assist, or can be quickly put into a ready state) with all the bells and whistles.

The Remote Assist Fast Start workshop is sometimes broken up into multiple events, to allow for you to make certain remediations as needed with our advice on such things as:

- Wi-Fi connectivity
- User account creation
- Assigning Teams / Remote Assist licenses
- Tenant federation/ guest access for connecting with external parties
- Charging devices
- Windows/application updates

1.2.3 Design Thinking Workshop

Midway through the Remote Assist Proof of Value engagement, Insight will conduct a 'Design Thinking' workshop with your identified key stakeholders. This workshop is focused on the following:

- Early feedback from you on using Remote Assist so far
- Insight understanding more about your users' daily duties/activities
- Identifying users, locations and use cases for the wider deployment of Remote Assist across your organisation
- Identifying security and compliance requirements for the wider deployment of Remote Assist
- Insight demonstrating the 'art of the possible' for getting further value from

HoloLens 2 devices

- Collaborative ideation with your key stakeholders to collate ideas for getting further value from HoloLens 2 devices across your business
- Validation and prioritising ideas for getting further value from HoloLens 2 devices across your business

- Agreeing content of next steps proposal to be produced by Insight

1.2.4 Next steps proposal

On completion of the Remote Assist Proof of Value engagement, Insight shall provide you with a next steps proposal that includes the tailored solution, approach and pricing for the wider deployment of Remote Assist across your organisation, plus a provocation for the delivery of prioritised ideas for getting further value from HoloLens 2 identified during the Design Thinking Workshops.

A session will be setup to walk you through the proposal and to validate the success of the Proof of Value engagement against the criteria defined in the Fast Start workshop.

1.3 Deliverables

The Insight deliverables for the project are as follows

1.3.1 Pre-engagement questionnaire

- Delivery of pre-engagement questionnaire

1.3.2 Remote Assist Fast Start workshop

- Delivery of Fast Start workshop
- As-is environment information captured during workshop
- Remote Assist deployment remediation actions
- Documented success criteria for the Remote Assist Proof of Value engagement

1.3.3 Design Thinking workshop

- Delivery of Design Thinking workshop
- Documented findings from Design Thinking workshop

1.3.4 Next steps proposal

- Proposal outlining recommended next steps, approach and pricing
- Session to walk through the proposal

1.4 Responsibilities & Assumptions

The information provided in this SOW are based on the following assumptions and responsibilities. Failure to comply with the assumptions and/or responsibilities may result in additional time being required for which Insight shall provide options to the Client for any additional costs and expenses that may be incurred by the Client, before agreeing to incur the additional time. Failure to comply with the assumptions and/or responsibilities may also result in the early termination of the Remote Assist Proof of Value engagement.

1.4.1 Insight Responsibilities

Insight's responsibilities are to deliver the services and deliverables as described in the Scope of Services section.

1.4.2 Client Responsibilities

The Client shall be responsible for providing the following:

- All remediation activities for infrastructure or services required to enable Remote Assist in your environment
- Provide any project specific pre-requisites that are discussed & agreed during the initial stages of the project, such as a completed pre-engagement questionnaire
- Provide a single point of contact (SPOC) for all engagement queries and concerns. The SPOC must identify relevant technical and business stakeholders as requested, and ensure they are available to assist with this engagement if required
- Provide or facilitate access to any systems or information that is required for Insight to

complete this engagement

- The client will be responsible for any required user administration in Azure Active Directory
- The Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight
- The Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) architecture designs required to make changes in your environment
- The Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of the Client's information on all applicable the Client computing systems used to store or transmit the Client's information, in accordance with current applicable industry standards and best practices
- The Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of the Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls)
- The Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of the Client's information, documentation and Client Technology, necessary for Insight to perform the Services, including a list of all the Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and the Client's representation at all review meetings is essential. The "Client Technology" shall mean any intellectual property owned by the Client that will be used by Insight in performing the Services under this SOW
- The client will be responsible for coordinating any changes needed with other parties where external parties are involved in the engagement
- Personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise

1.4.3 Out of Scope

Any activities that are not explicitly included within the Scope of Services section are considered to be excluded from the engagement defined within this document.

Given below are specific exclusions:

- Insight will not be responsible for any remediation or configuration activity

1.4.4 Assumptions

The scope of services and the resource estimation provided within this document are subject to the following assumptions:

- The client has Azure Active Directory, Microsoft Teams and a means to license users with Remote Assist if required if the client would like help running through the Out of the box experience (OOBE)

1.5 Client Location(s)

The Services will be performed at the following Client location(s):

- All service delivery will be completed remotely

Hololens – Remote Assist – Proof of Value Dynamics Guide Training

1 Scope of Services

Insight is pleased to provide the following services (“Services”) under the terms and conditions of this SOW.

a. Services Summary

Provision of remote education services (delivered via Microsoft Teams calls) with respect to authoring and operating Dynamics365Guides.

b. Service Description

Insight is pleased to perform the services described under this Scope of Services section (“Services”) for the referenced project (“Project”) pursuant to the terms and conditions of this SOW. Services and Deliverables not expressly specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

c. Deliverables

The Insight deliverables for the project are as follows:

Overall Project

- i. Delivery of training and coaching as described under Service Description, above for up to 15 training participants over 1-2 business days.
- ii. One set of Insight course materials in PDF format.
- iii. One copy of any recorded course sessions, if applicable.

1.1 Project Coordinator

- iv. Communications/escalation contact list

1.2 Pre-flight:

Insight will work with customer to understand goals and requirements for the solution through the following activities:

- Environment preparation, assistance, and troubleshooting
- Review infrastructure pre-requisites
- Identify desired pilot application(s)/modules

- Pre-meetings with identified champion of the relevant business unit

Module 1: HoloLens Basics (1.25 hours)

Insight will work with the customer to onboarding to the device and learn fundamental skills

- Program introduction and overview
- Vision and goals for HoloLens
- What is HoloLens?
- HoloLens Basics and Navigation business unit
- Learning Journey – visual representation of how the path to success and understanding will work

Module 2: Not applicable (Remote Assist – covered in separate SoW for Proof of Value Engagement)

Module 3: Not applicable (Remote Assist – covered in separate SoW for Proof of Value Engagement)

Module 4: D365 Guides Introduction & Authoring (2 hours)

Insight will introduce Dynamics 365 Guides to the customer and walk them through the process of creating their first Guide. Activities include:

- D365 Guides Authoring on the PC
 - Authoring Workflow
 - Installing the App and Signing In
 - PC Application Home Screen
 - Creating a Guide
 - Anchoring Your Guide
 - Structuring your Guide
 - Creating Steps and Adding 3D Models
 - Best Practices
- D365 Guides: Authoring on the HoloLens
 - Calibration
 - Installing the App and Signing In
 - Anchoring your Guide
 - Placing Holograms, Styles, and More
 - Gestures and Voice Commands

Module 5: Operating a Guide and (1.25 hours)

Insight will work with the customer to access and navigate the Guide that was created in Module 4. Activities include:

- D365 Guides: Operating the HoloLens App
 - Operator Workflow
 - o Operator Calibration
 - o Launching Guides
 - Navigating a Guide
 - o Anchoring a Guide
 - o Operating a Guide
- Lesson 2: D365 Guides: Guide Analytics
 - Analytics Introduction

- Set Up
- Analytics Reports
 - Guides Usage Report
 - ProcessTime-TrackingReport
- Sharing Guides Reports
- ParticipantProjects

Wrap Up:

Activitiesinclude:

- CourseReview
- FinalQ&A

d. Responsibilities&Assumptions

The information provided in this SOW are based on the following assumptions and responsibilities. Failure to comply with the assumptions and/or responsibilities may result in additional time being required for which Insight shall provide options to the Client for any additional costs and expenses that may be incurred by the Client, before agreeing to incur the additional time. Failure to comply with the assumptions and/or responsibilities may also result in the early termination of the Remote Assist Proof of Value engagement.

i. InsightResponsibilities

Insight's responsibilities are to deliver the services and deliverables as described in the Scope of Servicessection.

ii. ClientResponsibilities

The Client shall be responsible forproviding the following:

1. Provide course delegates with accessto a HoloLens 2 device with build 10.0.17134 or later
2. Provision of PCs fordelegates that run Windows 10 with build 10.0.17134 (April 2018 Update 1803) or later for the installation of Dynamics 365 Guides software
3. Provision of paid Dynamics365 Guides software license once trial licenses expire
4. Provide a single point of contact (SPOC)for allengagement queries and concerns. The SPOC must identify relevant technical and business stakeholders as requested, and ensure they are available to assist with this engagement if required
5. Provide or facilitate accessto any systemsor informationthat is requiredfor Insight to complete this engagement
6. The client will be responsible for any required user administration in Azure Active Directory
7. The Client will provide a project contact with decision-making authority to support the scope of servicesdescribed inthis SOW and ensure the proper personnelare scheduledto review eachcompleted Service or Deliverable upon notif icationof completionby Insight
8. The Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) architecture designs required to make changes in your environment
9. The Client is responsible formaintainingphysical, electronic,andprocedural controls to ensure the confidentiality, integrity, and availability of the Client's information on all applicable the Client computing systemsused to store or transmit the Client's information, inaccordancewith current applicable industry standards and best practices

10. The Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of the Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls)
11. The Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight; (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of the Client's information, documentation and Client Technology, necessary for Insight to perform the Services, including a list of all the Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and the Client's representation at all review meetings is essential. The "Client Technology" shall mean any intellectual property owned by the Client that will be used by Insight in performing the Services under this SOW
12. The client will be responsible for coordinating any changes needed with other parties where external parties are involved in the engagement
13. Personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise

iii. Out of Scope

Any activities that are not explicitly included within the Scope of Services section are considered to be excluded from the engagement defined within this document.

Given below are specific exclusions:

1. Insight will not be responsible for any remediation or configuration activity
2. Installation of Dynamics 365 Guides software trials of tware and licensing
3. Provision of paid Dynamics 365 Guides software
4. Project does not include development tool licenses (i.e., Visual Studio), database, third party product and application server licenses.

iv. Assumptions

The scope of services and the resource estimation provided within this document are all subject to following assumptions:

- 2 The client has Azure Active Directory, Microsoft Teams and a means to license users with Remote Assist if required if the client would like help running through the Out of the box experience (OOBE)

2.5 Client Location(s)

The Services will be performed at the following Client location(s):

- 3 All service delivery will be completed remotely

4 Scheduling

The engagement start date will be agreed subject to receiving a valid Purchase Order (PO) and signed Statement of Work (SOW).

Note: Dates for content delivery to be mutually agreed between Insight and the Client following a project kick-off meeting.

If the Client causes any delays to the agreed start dates the Client will be invoiced for costs incurred by Insight arising therefrom.

If the engagement end date is reached, the Client will be invoiced for the remainder of any costs (as applicable), irrespective of the completion of the project.

a. Consulting Day

All Services will be conducted during,

- i. A normal work week, working hours 13:00 to 17:30 only Monday through Friday, excluding public holidays (services delivered from the USA).

Changes to this schedule will be agreed in advance by all parties via a formal change request which may result in additional costs to the Client.

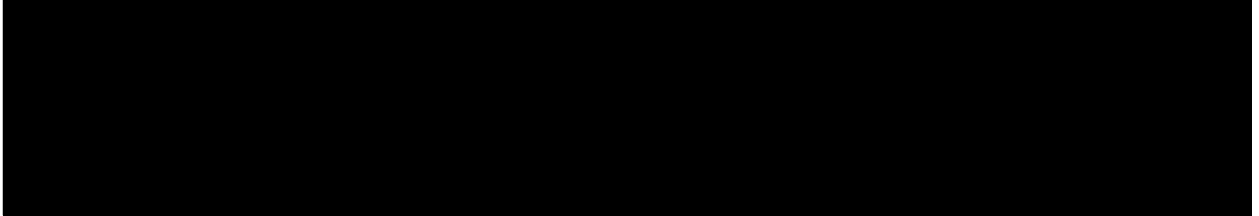
The standard approach for Dynamics Guides education services is remote delivery (via Microsoft Teams).

Changes to this schedule will be agreed in advance by all parties.

Appendix 2

Contract Price

Hololens – Remote Assist – Proof of Value Engagement



Hololens – Remote Assist – Proof of Value Dynamics Guide Training

