

## Order Form

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

<b>Date of order</b>	30.12.2022	<b>Order Number</b>	<b>NHS BSA Yearly IBM Renewal Pricing Early Commit proposal reduced estate</b> To be quoted on all correspondence relating to this Order
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### FROM

<b>Customer</b>	<b>NHS Business Services Authority</b>
<b>Customer's Address</b>	Stella House, Goldcrest Way, Newburn Riverside. Newcastle upon Tyne. NE15 8NY
<b>Invoice Address</b>	Stella House, Goldcrest Way, Newburn Riverside. Newcastle upon Tyne. NE15 8NY
<b>Contact Ref:</b>	<b>Name:</b> [REDACTED] <b>Address:</b> Stella House, Goldcrest Way, Newburn Riverside. Newcastle upon Tyne. NE15 8NY <b>Email:</b> [REDACTED] <b>Fax:</b> NA <b>Via email (preferred) to:</b> [REDACTED]

### TO

<b>Supplier</b>	Computacenter (UK) Limited
<b>Supplier's Address</b>	Hatfield Ave, Hatfield, AL10 9TW
<b>Account Manager</b>	<b>Name:</b> [REDACTED] <b>Address:</b> Hatfield Ave, Hatfield, AL10 9TW <b>Phone:</b> [REDACTED] <b>E:</b> [REDACTED] <b>Fax:</b> NA

### GUARANTEE

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

<b>Parent Company</b>	<b>NA</b> <b>"Guarantor"</b>
<b>Parent Company address</b>	<b>NA</b>
<b>Account Manager</b>	<b>NA</b>



1. TERM	
(1.1) Commencement Date	30 December 22
(1.2) Expiry Date	The Contract shall expire on the date which is 30.04.2024.
2. GOODS AND SERVICES REQUIREMENTS	
(2.1) Goods and/or Services	
Goods -	
<div></div>	
The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.	
Service Profile - NA	
Minimum Order Value £	
Optional Services	
Collection and recycling	NA
Paper catalogue	NA
Secure Collection	NA

<b>(2.2) Premises</b> NA
<b>(2.3) Lease/ Licenses</b> NA
<b>(2.4) Standards</b> NA
<b>(2.5) Security Requirements</b> <b>Security Policy</b> NA <b>Additional Security Requirements</b> NA <b>Processing personal data under or in connection with this contract</b> NO
<b>(2.6) Exit Plan (where required)</b> NA
<b>(2.7) Environmental Plan</b> NO
<b>3. SUPPLIER SOLUTION</b>
<b>(3.1) Supplier Solution</b> NA
<b>(3.2) Account structure including Key Personnel</b> NA
<b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b> NA
<b>(3.4) Outline Security Management Plan</b> NA
<b>(3.5) Relevant Convictions</b> A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided NA
<b>(3.6) Implementation Plan</b> NA

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

<b>5. PRICE AND PAYMENT</b>
<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> £146,775.30 (excluding VAT)
<b>(5.2) Invoicing and Payment</b> <p>The Supplier shall issue invoice no later than [REDACTED] for full value of £146,775.30 (Excluding VAT). 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.</p> <p>The payment method for this Contract is BACS. All prices exclude VAT, which will be charged at the prevailing rate where applicable.</p> <p>Invoices will be sent:</p> <ul style="list-style-type: none"> <li>• Via email (preferred) to: [REDACTED]</li> <li>• Or by post to: Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle-Upon-Tyne, Tyne &amp; Wear, NE15 8NY</li> </ul> <p>All invoices must include the Purchase Order Reference, as provided by the Buyer in the initial order.</p>

## 6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

### (6.1) Supplemental requirements

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms (IBM Passport Advantage - PA Agreements) which shall govern the supply, the Customer's use of and obligations relating to the software in their entirety, and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

Title to Goods is transferred to the Customer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

Customer shall not terminate this Call-Off Contract without cause

The warranty for Goods shall be as per the applicable third party manufacturer's standard warranty.

Each Party's total aggregate liability in each year under this Call-Off contract (whether in tort, contract or otherwise) is the value of the goods purchased under this Call-Off Contract in the relevant year.

90 days prior to the expiry of this order form the customer will contact the supplier to review extension of this agreement or termination in line with the License/Support Period of the Goods as per 2.1

**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 Services and by signing below agree to be bound by the terms of this Contract.

Signed	For and on behalf of the Supplier	For and on behalf of the Buyer
	Signed via DocuSign on 21/12/2022	Signed via DocuSign on 22/12/2022