

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	<i>Highways England Company Limited, Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ Company Number: 09346363</i>
The Supplier	<i>Softcat Plc of Solar House, Fieldhouse Lane, Marlow, Bucks, SL7 1LW</i>
HealthTrust Europe Contract Reference	HTE-005706

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 **16/03/2021**.

5. The Term of this Contract shall be **90 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 be no longer than **45 days** in total.

6. Data Protection

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 evaluate the Outcomes of the evaluation.

9. The payment profile for this Contract shall be **monthly in arrears**.

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 can be served within **one 1** year of the Commencement Date.

11. The provision of Services

(A) The Services Commencement Date shall be 06/04/2021.

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

(i) Remote work

12 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract any of its 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 Statement of Works appended at Appendix 1 overleaf.

(B) Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the standard HTE Change Control Process.

(C) 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] IT Commercial Category Lead

(b) for the Supplier:

[REDACTED] – Public Sector Contracts Manager

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

(a) for the Authority:

[REDACTED] Program Manager

Piccadilly Gate, Store Street, Manchester M1 2WD

(b) for the Supplier:

[REDACTED] – Public Sector Contracts Manager

Universal Building, Devonshire Street, Manchester, M12 6JH

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

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	IT Commercial Category Lead Enterprise Systems		31/03/2021

Signed by the authorised representative of THE SUPPLIER

Name:	[REDACTED]	Signature	[REDACTED]
Position:	Public Sector Contracts Manager	Date	26/03/2021

Appendix 1

Softcat Statement of Works



Highways England -
EMS E5 implementation

Authority Specification

Softcat will provide a consultant to oversee the strategic direction, provide technology assurance and also additional engineering capability to support the Highways England E5 ecosystem project. Softcat have experienced consultants in the following areas. The lead consultant will call upon, a pool of other subject matter expert consultants as required.

- a. Risk based conditional access
- b. Sensitivity labels
- c. Microsoft Defender for Identity
- d. Cloud App Security
- e. Azure Sentinel
- f. M365 Security Assessment
- g. Privileged Identity Management (PIM)

Initially, there will be ninety days of time allocated to the project on a time and materials basis only. The allocated consultant will be aligned to Highways England for three days per week, until the end of March. Additional time allocation/ resources will be arranged on a bi-weekly call. Consultancy days can be delivered in a flexible way by allocating either additional lead consultant days or any other technical consulting days

Tasks and Activities

- Strategic direction and thought leadership of the E5 Ecosystem within Highways
- Representation of Highways England's technical, delivery and commercial interests with third party suppliers
- Facilitation of project resource allocation

- Technical assurance of the E5 Eco system internally to other technology departments in the HE technology and security directorate
- Requirements gathering to support third party highways supplier work and also validate/assure the work being delivered
- Engineering skills to support with the deployment of E5 capabilities where HE have access and control of the systems
- Knowledge transfer to Highways England's IT staff and representatives during the consultancy activity
- Work on the HLD/LLD and operation configuration documentation and manuals across the E5 eco system.
- Attend Highways England security/technology team meetings and be the subject matter expert for the E5 ecosystem
- Plan, define, and agree onboarding and expected outcomes with Highways England
- Analyse current environment and help with remediation tasks
- General health check and support activities
- Advice and guidance to Highways England support function on best practices
- Facilitate where possible technical onboarding activities
- Support in the planning of system upgrades
- Help to troubleshoot and assist Highways Infrastructure Support Team around E5 Ecosystem issues
- Support Highways England with demonstrations of the E5 Eco system portfolio
- Define, document, and agree a roadmap for the optimisation of the E5 ecosystem capability

Appendix 2

Contract Price

Highways England have requested 90 days to be included in this SoW, at £1,100 per day (Excluding VAT). Only days used, will be billed and invoicing will take place, monthly in arrears.

Total **£99,000** (Excluding VAT)

Full details of the cost schedule are as set out in the Statement of Works at Appendix 1.