

## Schedule 7A

### Order Form for Standard Goods and Services – Direct Award

#### Wythenshawe Data Centre UPS Enhancement- Hardware Support Service

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 27<sup>th</sup> September 2019.

<b>The Authority</b>	<b>Manchester University NHS Foundation Trust</b> , Cobbett House, Manchester Royal Infirmary, Oxford Rd, Manchester M13 9WL, UK
<b>The Supplier</b>	<b>Insight Direct (UK) Ltd of Technology Building</b> , Insight Campus, Terry Street, Sheffield, S9 2BU
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-005705</b>
<b>Insight Reference</b>	<b>14712</b>
<b>Commencement Date of the Contract</b>	<b>20/02/2023</b>
<b>Total Value</b>	<b>£ 82,042.00 (Exc. VAT)</b>
<b>Term of the contract</b>	<b>20/02/2023 to 19/02/2025</b>

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 27<sup>th</sup> 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 20/02/2023**

**4.1 Total Value £ 82,042.00 (Exc. VAT)**

**5. The Term of this Contract shall be for the installation of hardware and 2 years of support.**

**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. The payment profile for this Contract shall be as detailed in Appendix 2 below.
8. 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 **1 year** of the Commencement Date.
9. The provision of Services
  - (A) The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

Manchester University NHS Foundation Trust sites

## 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) 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.
- (B) The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Sub-Contractor as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Sub-Contractor 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 Sub-Contractor 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.
- (C) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
- (D) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.

- (E) 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 11.

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

(a) for the Authority:

Karen Flintoft  
Deputy Director of Informatics Commercial Services  
Trafford General Hospital, Davyhulme,  
Manchester, M41 5SL

(b) for the Supplier:

Guy Beaudin BA, FBCS, CF APMP, CITP |  
Public Sector Business Development Director

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

(a) for the Authority:

Karen Flintoft  
Deputy Director of Informatics Commercial Services  
Trafford General Hospital, Davyhulme,  
  
Manchester, M41 5SL

(b) for the Supplier:

Guy Beaudin BA, FBCS, CF APMP, CITP |  
Public Sector Business Development Director  
3 Hardman Street, 8th Floor, Manchester, M3 3HF  
t. +44(0)844 692 8639 | m. +44(0)7827 848 301 |  
guy.beaudin@insight.com | uk.insight.com


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:


<b>Appendix 1</b>	Authority Specification
<b>Appendix 2</b>	Contract Price

<b>Appendix 3</b>	Change Control Process
<b>Appendix 4</b>	Implementation Plan- N/A
<b>Appendix 5</b>	Lease and/or Licence to access Premises and Locations
<b>Appendix 6</b>	Step In Rights
<b>Appendix 7</b>	Termination Sum
<b>Appendix 8</b>	Staff Transfer – N/A
<b>Appendix 9</b>	Software and End User License Agreement (EULA)
<b>Appendix 10</b>	Key Performance Indicators- N/A
<b>Appendix 11</b>	Subcontractors
<b>Table A</b>	Healthtrust Europe, NHS Framework Agreement And Call Off Contract Data Protection Protocol
<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services

**Signed by the authorised representative of THE AUTHORITY**

Name:	Dan Prescott	Signature:	
Position:	Group Chief Informatics Officer	Date:	17 March 2023

**Signed by the authorised representative of THE SUPPLIER**

Name:	Guy Beaudin.....	Signature	.....  .....
Position:	Public Sector Business Development Director	Date:	Mar 20, 2023

## Appendix 1

### Authority Specification

Description	Qty
WASSEMEXBAT-NX-83 Scheduled Assembly Service 5X8 for (1) External Battery Frame for Symmetra 250/500kW	1
Carriage - Project Delivery Project Delivery - Site survey is always required and unique quotation provided To Customer premises Trained uniformed crew with appropriate Personal Protection Equipment Vehicle and material handling equipment as specified in the site survey document Delivery is always co-ordinated/planned (delivery appointment and call ahead is always required) Off-load, position, unpack and waste removal is always provided Delivery crew onsite through to completion or as agreed Additional equipment or services provided as necessary Facilitation of road closures, permits and arrange as required Proposal is budgetary only and is subject to site survey	1
<b>Electrical Installation</b> Electrical Installation Scope of Work <ul style="list-style-type: none"> <li>☐ New 400A TP&amp;N outgoing way to be provided on existing LV switchboard during planned out of hours window (weekend)</li> <li>☐ New UPS parallel output board to be supplied and installed within data centre</li> <li>☐ Additional 225kVA UPS to be installed within data centre, cabled to new parallel output board in preparation for planned shutdown</li> <li>☐ Existing 225kVA UPS cabling to be altered during planned shutdown no.2 to suit new parallel UPS system configuration</li> </ul> <b>400A TP&amp;N Outgoing Way Weekend (Out of Hours)</b> <ul style="list-style-type: none"> <li>☐ At existing LV switchboard, new 400A TP&amp;N MCCB device with Micrologic 2.3 trip unit to be fitted to existing spare way using available MCCB base within</li> <li>☐ In conjunction with the new 400A TP&amp;N MCCB device, a new Schneider PM5110 multi-function meter shall be fitted and installed in-line with the existing distribution set-up</li> </ul> <b>UPS Parallel Output Board Normal Hours</b> New UPS parallel output board to be delivered to site and off-loaded via Hiab lorry <ul style="list-style-type: none"> <li>☐ Output board to be positioned within data centre on open frame plinth</li> <li>☐ Output board spec is as follows:</li> <li>☐ Segregation Form 4 Type 6</li> <li>☐ Construction Fully welded sheet steel,</li> </ul>	1

multi compartment floor standing cubicle

☐ IP Rating IP31

☐ Colour Light Grey RAL 7035

☐ Front Access Bottom Entry/Exit

☐ Dimensions 1500 (H) x 1450 (W) x 400 (D)

☐ Busbars 630A 4-Pole Air Insulated 50kA for 1 second  
ASTA/KEMA certified 50mm x 6mm plain copper earth  
bar 50kA/1 second fault rated

☐ UPS Output 2no Schneider Electric NSX400NA 400A  
4P plug-in pattern MCCB Isolator

☐ Outgoing Devices 1no Schneider Electric NSX400N  
(Icu 50kA) 400A TP&N plug-in pattern MCCB with  
Micrologic 2.3 trip unit

☐ Mimic Lines Single black line applied to busbar covers  
and device compartment doors to show the main  
power route through the switchboard

Parallel UPS Installation

Normal Hours

225KVA UPS & Cabling

☐ New 225kVA UPS to be delivered, off-loaded and  
positioned within data centre by others

☐ New parallel UPS supply cables to extend between  
existing LV switchboard and UPS. Cables to be  
supported/dressed on existing cable containment  
situated within floor void of data centre

☐ New parallel UPS output cables to extend between  
UPS and new UPS output board. Cables to be  
supported on new cable containment system to be  
fitted within floor void of data centre

☐ At UPS module, cables to be glanded bottom entry  
into UPS module and terminated onto relevant  
busbars

☐ At UPS output board, cables to be glanded bottom  
entry into cable compartment and terminated onto  
relevant MCCB isolator device – Device to be locked  
in the “OFF” position

☐ At LV switchboard, cables to be glanded bottom entry  
into cable compartment and terminated onto new  
400A TP&N MCCB device – Device to be locked in the  
“OFF” position

☐ UPS Output Load Cabling

☐ New parallel UPS output cables to extend between  
new UPS output board and existing LV switchboard.  
Cables to be supported/dressed on new and existing  
cable containment situated within floor void of data  
centre

☐ At UPS output board, cables to be glanded bottom  
entry into cable compartment and terminated onto  
outgoing MCCB device – Device to be locked in the  
“OFF” position

☐ At LV switchboard, cables to be glanded bottom entry  
into cable compartment ready for final termination on  
planned shutdown

Weekend (Out of Hours) Shutdown Works

☐ Critical load to be switched over onto LV mains via LV  
switchboard bus-coupler arrangement in conjunction  
with USHM site team, to allow isolation and

<p>safe orking on existing UPS</p> <p>☑ Existing UPS output to be safely isolated via output breaker at UPS and locked-off to enable pulling back of existing output cables</p> <p>Existing 225KVA UPS Output Cabling</p> <p>☑ UPS output cables from existing UPS to be identified, cropped to length and pulled back to new UPS output board. Cables to be supported/dressed on new cable containment system within floor void of data centre</p> <p>☑ Cables to be glanded bottom entry into cable compartment and terminated onto relevant MCCB isolator device – Device to be locked in the “OFF” position</p> <p>UPS Output Load Cabling</p> <p>☑ At LV switchboard, redundant output cables from existing UPS to be disconnected from 400A isolator device and stripped-out from installation</p> <p>☑ New output cables previously installed from new UPS output board, to be terminated onto 400A isolator device – Device to be locked in the “OFF” position</p> <p>Testing &amp; Commissioning</p> <p>☑ On completion, all electrical works undertaken will be tested in accordance with BS7671 and certificates issued accordingly</p> <p>☑ Attendance to be provided during the out of hours commissioning process of the new parallel UPS system</p>	
<p><b>WOE2YR-NX-82</b></p> <p>2 Yr NBD Response On-Site Warranty Extension for (1) SY 200 kVA UPS, (2) XR Frames and PDU</p>	1
<p><b>WUPG4HR-UG-03</b></p> <p>1 Year 4HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for 151 to 500 kVA</p>	3
<p><b>WSAPMV-UG-03</b></p> <p>(1) Stand Alone PM Visit for (1) UPS 151 to 500 kVA</p>	3
<p>TEC_1DAY_DC_PMOS</p> <p>Datacentre UK Project Manager</p>	5

- *End user license agreement and service level agreement to be forwarded by the subcontracts to the customer following installation*



## Appendix 2

### Contract Price

Description	Qty	Unit Price	Total
<p>WASSEMEXBAT-NX-83</p> <p>Scheduled Assembly Service 5X8 for (1) External Battery</p> <p>Frame for Symmetra 250/500kW</p>	1	£840.00	£840.00
<p>Carriage - Project Delivery</p> <p>Project Delivery - Site survey is always required and unique quotation provided</p> <p>To Customer premises</p> <p>Trained uniformed crew with appropriate Personal Protection Equipment</p> <p>Vehicle and material handling equipment as specified in the site survey document</p> <p>Delivery is always co-ordinated/planned (delivery appointment and call ahead is always required)</p> <p>Off-load, position, unpack and waste removal is always provided</p> <p>Delivery crew onsite through to completion or as agreed</p> <p>Additional equipment or services provided as necessary</p> <p>Facilitation of road closures, permits and arrange as required</p> <p>Proposal is budgetary only and is subject to site survey</p>	1	£8,438.00	£8,438.00
<p><b>Electrical Installation</b></p> <p>Electrical Installation</p> <p>Scope of Work</p> <p>☐ New 400A TP&amp;N outgoing way to be provided on</p>	1	£40,177.00	£40,177.00

<p>existing LV switchboard during planned out of hours window (weekend)</p> <p>☐ New UPS parallel output board to be supplied and installed within data centre</p> <p>☐ Additional 225kVA UPS to be installed within data centre, cabled to new parallel output board in preparation for planned shutdown</p> <p>☐ Existing 225kVA UPS cabling to be altered during planned shutdown no.2 to suit new parallel UPS system configuration</p> <p>400A TP&amp;N Outgoing Way Weekend (Out of Hours)</p> <p>☐ At existing LV switchboard, new 400A TP&amp;N MCCB device with Micrologic 2.3 trip unit to be fitted to existing spare way using available MCCB base within</p> <p>☐ In conjunction with the new 400A TP&amp;N MCCB device, a new Schneider PM5110 multi-function meter shall be fitted and installed in-line with the existing distribution set-up</p> <p>UPS Parallel Output Board Normal Hours</p> <p>New UPS parallel output board to be delivered to site and off-loaded via Hiab lorry</p> <p>☐ Output board to be positioned within data centre on open frame plinth</p> <p>☐ Output board spec is as follows:</p> <p>☐ Segregation Form 4 Type 6</p> <p>☐ Construction Fully welded sheet steel, multi compartment floor standing cubicle</p> <p>☐ IP Rating IP31</p>			
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<p>☐ Colour Light Grey RAL 7035</p> <p>☐ Front Access Bottom Entry/Exit</p> <p>☐ Dimensions 1500 (H) x 1450 (W) x 400 (D)</p> <p>☐ Busbars 630A 4-Pole Air Insulated 50kA for 1 second ASTA/KEMA certified 50mm x 6mm plain copper earth bar 50kA/1 second fault rated</p> <p>☐ UPS Output 2no Schneider Electric NSX400NA 400A 4P plug-in pattern MCCB Isolator</p> <p>☐ Outgoing Devices 1no Schneider Electric NSX400N (Icu 50kA) 400A TP&amp;N plug-in pattern MCCB with Micrologic 2.3 trip unit</p> <p>☐ Mimic Lines Single black line applied to busbar covers and device compartment doors to show the main power route through the switchboard</p> <p>Parallel UPS Installation</p> <p>Normal Hours</p> <p>225KVA UPS &amp; Cabling</p> <p>☐ New 225kVA UPS to be delivered, off-loaded and positioned within data centre by others</p> <p>☐ New parallel UPS supply cables to extend between existing LV switchboard and UPS. Cables to be supported/dressed on existing cable containment situated within floor void of data centre</p> <p>☐ New parallel UPS output cables to extend between UPS and new UPS output board. Cables to be supported on new cable containment system to be fitted within floor void of data centre</p> <p>☐ At UPS module, cables to be glanded bottom entry</p>			
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<p>into UPS module and terminated onto relevant busbars</p> <p>☐ At UPS output board, cables to be glanded bottom entry into cable compartment and terminated onto relevant MCCB isolator device – Device to be locked in the “OFF” position</p> <p>☐ At LV switchboard, cables to be glanded bottom entry into cable compartment and terminated onto new 400A TP&amp;N MCCB device – Device to be locked in the “OFF” position</p> <p>☐ UPS Output Load Cabling</p> <p>☐ New parallel UPS output cables to extend between new UPS output board and existing LV switchboard. Cables to be supported/dressed on new and existing cable containment situated within floor void of data centre</p> <p>☐ At UPS output board, cables to be glanded bottom entry into cable compartment and terminated onto outgoing MCCB device – Device to be locked in the “OFF” position</p> <p>☐ At LV switchboard, cables to be glanded bottom entry into cable compartment ready for final termination on planned shutdown</p> <p>Weekend (Out of Hours) Shutdown Works</p> <p>☐ Critical load to be switched over onto LV mains via LV switchboard bus-coupler arrangement in conjunction with USHM site team, to allow isolation and safe working on existing UPS</p>			
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<p>☐ Existing UPS output to be safely isolated via output breaker at UPS and locked-off to enable pulling back of existing output cables</p> <p>Existing 225KVA UPS Output Cabling</p> <p>☐ UPS output cables from existing UPS to be identified, cropped to length and pulled back to new UPS output board. Cables to be supported/dressed on new cable containment system within floor void of data centre</p> <p>☐ Cables to be glanded bottom entry into cable compartment and terminated onto relevant MCCB isolator device – Device to be locked in the “OFF” position</p> <p>UPS Output Load Cabling</p> <p>☐ At LV switchboard, redundant output cables from existing UPS to be disconnected from 400A isolator device and stripped-out from installation</p> <p>☐ New output cables previously installed from new UPS output board, to be terminated onto 400A isolator device – Device to be locked in the “OFF” position</p> <p>Testing &amp; Commissioning</p> <p>☐ On completion, all electrical works undertaken will be tested in accordance with BS7671 and certificates issued accordingly</p> <p>☐ Attendance to be provided during the out of hours commissioning process of the new parallel UPS system</p>			
<p><b>WOE2YR-NX-82</b></p> <p>2 Yr NBD Response On-Site Warranty Extension for (1) SY</p>	1	£17,297.00	£17,297.00

200 kVA UPS, (2) XR Frames and PDU			
<b>WUPG4HR-UG-03</b> 1 Year 4HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for 151 to 500 kVA	3	£2,165.00	£6,495.00
<b>WSAPMV-UG-03</b> (1) Stand Alone PM Visit for (1) UPS 151 to 500 kVA	3	£1,515.00	£4,545.00
TEC_1DAY_DC_PMOS Datacentre UK Project Manager	5	£850.00	£4,250.00
			<b>£82,042.00</b>

#### Pricing Notes

1. Pricing excludes UK VAT.
2. Payment in full on receipt of invoice

### Appendix 3

#### **Change Control Process**

##### **1.1 The Change Control Process shall be In accordance with the Framework call off terms and conditions**

##### **1. Principles**

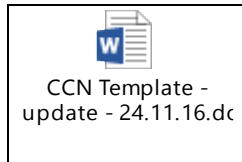
- 1.1 Where the Authority or the Supplier sees a need to change any of the Deliverables, the customer may at any time request, and the Supplier's Service Manager may at any time recommend, such amendment only in accordance with the formal Change Control Procedure ("**CCP**") as set out at **paragraph Two**.
- 1.2 Neither Party shall unreasonably withhold its agreement to any amendment (which includes not recommending changes to any Deliverables which are not reasonably necessary).
- 1.3 Until such time as an amendment to the Deliverables is made in accordance with this Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform the Services in compliance with its terms prior to such amendment.
- 1.4 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant amendment to the Deliverables shall be without prejudice to the rights of either Party.
- 1.5 Any work undertaken by the Supplier which has not been otherwise agreed in accordance with the provisions of this **Annex One** shall be undertaken entirely at the expense and liability of the Supplier.

##### **2. Procedures**

- 2.1 Discussion between the Authority and the Supplier concerning an amendment to the Services shall result in any one of the following:
  - 2.1.1 no further action being taken;
  - 2.1.2 a request to amend the Services by the Authority; or
  - 2.1.3 a recommendation to amend the Services by the Supplier.
- 2.2 Where a written request for an amendment is received from the Authority, the Supplier shall, unless otherwise agreed, submit two (2) copies of a Change Control Note ("**CCN**") signed by the Supplier to the Authority within seven days of the date of the request or such other period as the Service Managers shall agree (acting reasonably).
- 2.3 A recommendation to amend by the Supplier shall be submitted direct to the Authority in the form of two (2) copies of a CCN signed by the Supplier at the time of such recommendation and the Authority shall give its response within fourteen (14) days or such other period as the Service Managers shall agree (acting reasonably).
- 2.4 Each CCN shall contain:

- 2.4.1 the title of the amendment;
  - 2.4.2 the originator and date of the request or recommendation for the amendment;
  - 2.4.3 the reason for the amendment;
  - 2.4.4 full details of the amendment including any specifications;
  - 2.4.5 the price, if any, of the amendment;
  - 2.4.6 a timetable for implementation together with any proposals for acceptance of the amendment;
  - 2.4.7 a schedule of payments, if appropriate;
  - 2.4.8 details of the likely impact, if any, of the amendment on other aspects of the Services including to:
    - 2.4.8.1 the timetable for the provision of the amendment;
    - 2.4.8.2 the personnel to be provided;
    - 2.4.8.3 the amended charges payable under the Services (as now amended);
    - 2.4.8.4 the Documentation to be provided;
    - 2.4.8.5 the training to be provided;
    - 2.4.8.6 working arrangements; and
    - 2.4.8.7 other contractual issues;
  - 2.4.9 the date of expiry of validity of the CCN; and
  - 2.4.10 provision for signature by the Authority and by the Supplier.
- 2.5 For each CCN submitted the Authority shall, within the period of the validity of the CCN:
- 2.5.1 allocate a sequential number to the CCN;
  - 2.5.2 evaluate the CCN and, as appropriate:
    - 2.5.2.1 request further information, or
    - 2.5.2.2 arrange for two (2) copies of the CCN to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
    - 2.5.2.3 Notify the Supplier of the rejection of the CCN.
- A CCN signed by the Authority and by the Supplier shall constitute an amendment to the Services and to the Framework Agreement and otherwise no amendment shall have been agreed





#### **Appendix 4**

Implementation Plan -- **N/A**

#### **Appendix 5**

Lease and/or Licence to access Premises and Locations – standard framework terms

#### **Appendix 6**

Step In Rights – standard framework terms

#### **Appendix 7**

Termination Sum – standard framework terms

#### **Appendix 8**

Staff Transfer – **N/A**

## **Appendix 9**

### **Software and EULA**

#### **1. SOFTWARE LICENCES AND SERVICES**

1.1 Any software provided as part of the Services is subject to any accompanying End User License Agreement and the terms of service thereof (embedded below). The Customer agrees to be bound by the same.

1.2 The Customer shall:

Comply with the obligations set out in software publisher product terms and the software service online service terms for hosted products;

Undertake the specific obligations specified in by software publisher to register and receive the software services and licences.

1.3 Customer's use of a software product shall be governed by the EULA packaged by the Supplier or software publisher (as applicable) with all software products and the Supplier shall have no responsibility for adding any terms or conditions of product use with such software products to the Customer.

## **Appendix 10**

Key Performance Indicators

**N/A**

**Appendix 11**

**Subcontractors**

***Sub-Contractor name      Data Centre UK Limited***

***Registered office is at      6 Digital Park Pacific Way Salford Quays Salford Quays,  
Manchester M50 1DR***

## Table A

### Healthtrust Europe, NHS Framework Agreement And Call Off Contract Data Protection Protocol



## Appendix A

### Call-off Terms and Conditions for the Supply of Goods and the Provision of Services






# 14712 - Signed Customer Contract - Manchester University NHS Trust - Data Centre UK Limited

Final Audit Report

2023-03-20

Created:	2023-03-20
By:	shuaib solkar (Shuaib.Solkar@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgb6GHKxXGJEa0HA9R17xjrTglgNoU-Cg

## "14712 - Signed Customer Contract - Manchester University NHS Trust - Data Centre UK Limited" History

-  Document created by shuaib solkar (Shuaib.Solkar@insight.com)  
2023-03-20 - 9:55:30 AM GMT
-  Document emailed to guy beaudin (guy.beaudin@insight.com) for signature  
2023-03-20 - 9:56:23 AM GMT
-  Email viewed by guy beaudin (guy.beaudin@insight.com)  
2023-03-20 - 1:32:22 PM GMT
-  Document e-signed by guy beaudin (guy.beaudin@insight.com)  
Signature Date: 2023-03-20 - 1:33:10 PM GMT - Time Source: server
-  Agreement completed.  
2023-03-20 - 1:33:10 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.