



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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## Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

<b>Digital Marketplace service ID number</b>	228524090745525
<b>Call-Off Contract reference</b>	MFT_MH253 – 4.3.22
<b>Call-Off Contract title</b>	North Manchester General Hospital – Manchester Foundation Trust disaggregation project
<b>Call-Off Contract description</b>	North Manchester General Hospital – Manchester Foundation Trust disaggregation project
<b>Start date</b>	Upon document completion
<b>Expiry date</b>	2023
<b>Call-Off Contract value</b>	£40,903.07
<b>Charging method</b>	Payment via BACS
<b>Purchase order number</b>	TBC once contract is signed

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

<b>From the Buyer</b>	Manchester Foundation Trust Cobbett House, Oxford Road, Manchester, M13 9WL
<b>To the Supplier</b>	Ideagen Gael Ltd 01629 699 100 Orion House S.E. Technology Park East Kilbride G75 0RD Scotland Company number: SC208191
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Buyer:

Title: Project Manager – NMGH Applications Disaggregation Programme

Name: Tim Davies

Email: [timothy.davies@mft.nhs.uk](mailto:timothy.davies@mft.nhs.uk)

Phone: 07725 954385

**For the Supplier:**

Title: Senior Digital Account Executive

Name: Abby Hayter

Email: [abby.hayter@ideagen.com](mailto:abby.hayter@ideagen.com)

Phone: 016299 699100

**Call-Off Contract term**

<b>Start date</b>	<p>This Call-Off Contract Starts on the date of both parties signing.</p> <p>[The date and number of days or months is subject to clause 1.2 in Part B below.]</p>
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>[90]</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of <b>[30]</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for <b>1</b> months each, by giving the Supplier <b>3 months</b> written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>[The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>

## Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

<b>G-Cloud lot</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> <li>• Lot 1: Perpetual Framework</li> </ul>
<b>G-Cloud services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> <li>• 10 Additional Q-Pulse Primary Licences - £9,288.54</li> <li>• 50 Additional Q-Pulse Secondary Licences - £5,464.15</li> <li>• 20% Support and Maintenance prorated to 2023 support and maintenance renewal on account G11085 - £3,688.15</li> <li>• New User Training Programme 7 Training Days - £8,615.95.</li> <li>• Upgrade and Server Migration Service - £1,846.28.</li> <li>• 2 Years Advanced Success Package - £6,000.00 per annum. £12,000 in total as both years paid upfront.</li> </ul>
<b>Additional Services</b>	<p><b>N/A</b></p> <p>[If relevant, include details of incidental Additional Services to be provided and if an Implementation Plan is required.]</p>
<b>Location</b>	<p>The Services will be delivered remotely to North Manchester General Hospital.</p>
<b>Quality standards</b>	<p>The quality standards required for this Call-Off Contract are <b>set out in the G-Cloud Offer and will align to industry good practice</b></p>
<b>Technical standards:</b>	<p>The technical standards used as a requirement for this Call-Off Contract are <b>to industry good practice and current Government Digital Service Standards. As well as the applicable standards listed with the G-Cloud service offerings</b></p>

<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract are specified in Ideagen's Service Level Agreement.</p>
<b>Onboarding</b>	<p>The onboarding plan for this Call-Off Contract is 10 Primary and 50 Secondary concurrent licences. The implementation and development team will be onboarded as part of the programme delivery plan.</p>
<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract will be determined by the programme delivery plan. Upon termination or expiration of this Call-Off Contract and within thirty (30) days.</p>
<b>Collaboration agreement</b>	<p>N/A</p>
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults will not exceed the total fee payable by the buyer under this agreement.</p> <p>The annual total liability for Buyer Data Defaults will not exceed the total fee payable by the Buyer to the supplier during the call-off contract term.</p> <p>The annual total liability for all other Defaults will not exceed the greater of the total fee payable by the Buyer to the Supplier during the call-off contract term.</p> <p>[Consider what figure will represent adequate cover for potential loss for contract breaches. 125% is often used, or include a figure that adequately covers your potential loss.]</p>

<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• [a minimum insurance period of 3 years following the expiration or Ending of this Call-Off Contract]</li> <li>• [professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)]</li> <li>• [employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law]</li> </ul>
<b>Force majeure</b>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.</p> <p>[This section relates to clause 23.1 in Part B below.]</p>
<b>Audit</b>	<p>N/A</p>
<b>Buyer's responsibilities</b>	<p>Up-to-date server.</p>
<b>Buyer's equipment</b>	<p>Please refer to technical specification document attached.</p>

### Supplier's information

<b>Subcontractors or partners</b>	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p>n/a</p>
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## Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

<b>Payment method</b>	The payment method for this Call-Off Contract is <b>BACS</b>
<b>Payment profile</b>	The payment profile for this Call-Off Contract is All Services and Software Invoiced upfront (£40,903.07 excl VAT).
<b>Invoice details</b>	All Software and Services will be invoiced in March 2022.
<b>Who and where to send invoices to</b>	<b>Invoices will be sent to</b> <a href="mailto:Keira.Dawson@mft.nhs.uk">Keira.Dawson@mft.nhs.uk</a>
<b>Invoice information required</b>	All invoices must include PO reference details.
<b>Invoice frequency</b>	Paid Annually
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £40,903.07 excl VAT Subsequent years subject to 5% increase
<b>Call-Off Contract charges</b>	Total = £40,903.07

## Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:
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	Lead times are dependent upon client and Ideagen resource availability. At present indicative lead times are approximately 12 weeks from the point of the project being accepted.
<b>Guarantee</b>	N/A
<b>Warranties, representations</b>	N/A
<b>Supplemental requirements in addition to the Call-Off terms</b>	N/A
<b>Alternative clauses</b>	N/A
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	N/A
<b>Public Services Network (PSN)</b>	N/A
<b>Personal Data and Data Subjects</b>	N/A


1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

## 2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

<b>Signed</b>	Supplier	Buyer
<b>Name</b>	Dominic Emerton	Jonathan Hinchliffe
<b>Title</b>	Healthcare and Life Sciences Manager	Programme Director NMGH
<b>Signature</b>	<small>Electronically signed with Medforce SignCenter</small> <i>Dominic Emerton</i> <small>3/17/2022 7:12 AM EDT</small>	
<b>Date</b>	17/03/2022	15.3.22

## Schedule 1: Services

10 Additional Primary and 50 Additional Secondary Licences for Q-Pulse

7 Training Days for New User Training Programme

Upgrade and Server Move Service

2 Years Advanced Success Package

24/7 Support Via Email and Phone

Proactive Customer Success

Full Time Account Manager

## Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

Description	Quantity	Total Cost
10 Additional Q-Pulse Primary Licences.	1	£9,288.54
50 Additional Q-Pulse Secondary Licences.	1	£5,464.15
20% Support and Maintenance prorated to your 2023 renewal. <i>At next renewal, full 20% will be added onto your ongoing annual fee.</i>	1	£3,688.15
Training Days – New User Training Programme. <i>Documents, Audits, CA/PA, People, Training, Asset, Supplier, Report Designer and Analysis.</i>	7	£8,615.95
Upgrade and Server Migration Service.	1	£1,846.28
2 Year Advanced Success Package <ul style="list-style-type: none"> <li>- 14 Service days to call on over 24-month period.</li> <li>- 5 Licences to Access Ideagen Professional Academy E-Learning tool.</li> <li>- 5% discount on additional days purchased during contract term.</li> </ul>	1	£6,000 per annum*

\*Both years of the success package are payable upfront.