



Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the supply of Vocera premium support (reference number: MFT Vocera dated 16/03/23)

Award Type: Direct Award

The Authority	Manchester University NHS Foundation Trust , <i>Cobbett House Manchester Royal Infirmary Oxford Road, Manchester M13 9WL</i>
The Supplier	Specialist Computer Centres PLC with company number 01428210 whose registered office is at James House, Warwick Road, Birmingham, B11 2LE
HealthTrust Europe Contract Reference	HTE-005708
Supplier Contract Number	<i>OPP-3831101</i>

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 / Mini Competition Specification as appended at Appendix 1 overleaf;
- (b) the Contract Price / Mini- Competition Response, as appended at Appendix 2 overleaf; and
- (c) the Call-Off Terms and Conditions set out in the Schedules to this Contract.

3. Where the Call-Off Terms and Conditions set out at Schedule 1 of this Contract apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:

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.

(a) 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.

(b) 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 **19th March 2023**

5. The Term of this Contract shall be **one (1)** year 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 **one (1)** years in total.

6. Data Protection

6.1 In performing its obligations under this Contract, the Supplier does not expect to process personal data for the Authority or any other person and will only process personal data on behalf of the Authority or any other person hereunder upon receiving a separate formal written instruction from the Authority to the Supplier requesting the Supplier to do so. In the event that the Authority separately instructs the service provider or third party contractors or suppliers (including any sub-contractors of the Supplier) whether verbally or in writing to process personal data or makes personal data available to them without instructing the Supplier to process that data then it engages those entities directly for those separate processing purposes and the Supplier shall not be a data processor for those separate processing arrangements.

7. Not Used

8. Not Used

9. The payment profile for this Contract shall be as stated in Appendix 2 (Contract Price / Mini-Competition Response).

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 shall not be served within [one (1) year of the Commencement Date.

11. The provision of Services

(A) The Services Commencement Date shall be 19th March 2023
(B) Not Used

(C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations as per the Purchase Order

12. Use of Subcontractors

The Authority grants permission for the Supplier to Sub -contract specific 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

13. Not Used

14. Not Used

15. 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.

16. The Parties believe that TUPE does not apply to the transactions which are the subject matter of this Contract.

17. Not Used

18. Not Used

19. 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, materials and other outputs. 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

20. Not Used

21. Not Used

22. 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

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

(a) for the Authority:

Syjo Francis

Syjo.francis@mft.nhs.uk

(b) for the Supplier:

Matthew Finch

Matthew.finch@scc.com

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

(a) for the Authority:

Syjo Francis

Syjo.francis@mft.nhs.uk

(b) for the Supplier:

F.A.O.: Nigel Pask, CISO & Group Assurance Director


Address: SCC, James House, Warwick Road, Birmingham, B11 2LE

25. 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.

26. The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification / Mini-Competition Specification
Appendix 2	Contract Price / Mini-Competition Response
Appendix 3	Change Control Price
Appendix 4	Implementation Plan
Appendix 5	Lease and/or Licence to access Premises and Locations
Appendix 6	Step in Rights
Appendix 7	Termination Sum
Appendix 8	Staff Transfer
Appendix 9	Software and End User Licence Agreement (EULA)
Appendix 10	Key Performance Indicators
Appendix 11	Subcontractors

Signed by the authorised representative of THE AUTHORITY

Name :	Dan Prescott	Signature:	
Position:	Group Chief Informatics Officer	Date:	28 March 2023

Signed by the authorised representative of THE SUPPLIER

Name : Nigel Pask		Signature:	<div><div>DocuSigned by:</div><div><i>Nigel Pask</i></div><div>B90C4B71ACA14AA...</div></div>
Position: CISO & Group Assurance Director		Date:	 31-03-23

Appendix 1
Authority Specification

Software Maintenance & Support Services				
PTBAMN01	Vocera Collaboration Suite, Premier Support, 25 Licenses 19/03/23-18/03/24	4	£ 1,119.61	£ 4,478.44
PTBAMN01	Engage, Premier Support, Instance 19/03/23-18/03/24	1	£ 0.00	£ 0.00
PTBAMN01	Engage, Premier Support, Single Application, Per Bed 19/03/23-18/03/24	210	£ 86.52	£ 18,169.20
PTBAMN01	Engage, Premier Support, Virtual Appliance 19/03/23-18/03/24	2	£ 0.00	£ 0.00
PTBAMN01	Vocera Premier Support, SIP Telephony, 6 ports 19/03/23-18/03/24	6	£ 1,368.87	£ 8,213.22
PTBAMN01	Vocera Premier Support, Enterprise Lic, 600 Users 19/03/23-18/03/24	1	£ 76,480.59	£ 76,480.59
PTBAMN01	Vocera Premier Support, VMI, 3 Application ports 19/03/23-18/03/24	1	£ 2,852.07	£ 2,852.07
PTBAMN01	Vocera Premier Support, Enterprise Lic, 50 User Add-On 19/03/23-18/03/24	8	£ 6,413.81	£ 51,310.48
PTBAMN01	Vocera Platform, Premier Support, Instance 19/03/23-18/03/24	1	£ 0.00	£ 0.00
PTBAMN01	Vocera Platform, Premier Support, Virtual Appliance 19/03/23-18/03/24	3	£ 0.00	£ 0.00
			Total ex. VAT	£ 161,504.00
			VAT	£ 32,300.80
			Total inc. VAT	£ 193,804.80

Appendix 2
Contract Price / Mini-Competition Response

Total (Ex VAT): £161,504.00

To be invoiced annually in advance.

**Appendix 3
Change Control**

CHANGE CONTROL NOTE (CCN)
FOR CALL-OFF CONTRACT UNDER THE HEALTHTRUST EUROPE COMIT 2 FRAMEWORK
AGREEMENT

This CCN relates solely to the Contract entered into between the Authority and the Supplier dated [enter call-off contract date] pursuant to the Information Communication Technology (ICT) Solutions 2 Framework (ComIT 2)

Issued in accordance with the Call-Off Terms and Conditions.

CCN Number :
Contract Reference :
CCN Title :
Date change first proposed:

The Supplier: Specialist Computer Centres PLC
The Authority: [to be completed]

Contract change full details:
[insert details here]

Contract change cost implications:
[insert details here]

Effective date of CCN: [insert date]

IT IS AGREED as follows:

1. With effect from the Effective Date the Contract shall be amended as set out above.
2. Save as herein amended, all other terms and conditions of the Contract inclusive of any previous CCNs shall remain in full force and effect.

Signed for and on behalf of the Authority

By
Name
Title
Date

Signed for and on behalf of the Supplier

By
Name
Title
Date

**Appendix 4
Implementation Plan**

Not Used

Appendix 5
Lease and/or Licence to access Premises and Locations

Not Used

**Appendix 6
Step in Rights**

Not Used

Appendix 7
Termination Sum

Not Used

Appendix 8 Staff Transfer

The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any provisions replacing or amending those provisions (the "Transfer Regulations") do not apply to the transactions which are the subject matter of this Contract. *[Note there may be a pre-existing definition for TUPE Regs in the contract which can be used in place of this definition.]*

Notwithstanding the above, the [Authority] shall indemnify the [Supplier] against any costs, claims, demands or expenses (including [reasonable] legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any sub-contractor of the [Supplier] (which shall include any incurred as a result of an indemnity or warranty given, or to be given by the [Supplier] to a sub-contractor) which arise out of or in connection with (and which arise during the term of the [Contract] or on or after the expiry or termination of the [Contract]):

- (a) the employment (if it is subsequently determined by a court or tribunal of competent jurisdiction that the Transfer Regulations do apply to a service transfer which arises in connection with this Contract), or termination of employment of former employees of the [Authority] and/or any the [Authority's] contractors, including for the avoidance of doubt any claims for breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed;
- (b) any obligation to contribute to a pension scheme (whether an occupational pension scheme, personal pension scheme, stakeholder pension scheme, or public service pension scheme) where the required contribution exceeds the minimum level of contribution by an employer pursuant to sections 257 and 258 of the Pensions Act 2004 (and regulations under those sections);
- (c) to the extent it exceeds the obligation set out in sub-paragraph (b) above, any obligation to provide benefits in connection with:
 - (i) New Fair Deal;
 - (ii) Old Fair Deal;
 - (iii) Best Value Direction; and
 - (iv) any other form of pension protection (whether or not on a statutory or overriding basis) including (on a non-exhaustive basis and without prejudice to the generality of the foregoing):
 - (A) the Railway Pensions (Protection and Designation of Schemes) Order 1994;
 - (B) the Franchising Schemes and Enhanced Partnership Schemes (Pension Protection) (England) Regulations 2017;
 - (C) the Electricity (Protected Persons) (England and Wales) Pension Regulations 1990;
 - (D) Schedule 8 to the Energy Act 2004;
- (d) to the extent it exceeds the obligation set out in sub-paragraph (b) above, any obligation to provide benefits where such obligation transfers pursuant to [the Transfer Regulations] including (on a non-exhaustive basis and without prejudice to the generality of the foregoing):

- (i) benefits which are not old age, invalidity or survivor benefits;
- (ii) benefits payable on redundancy or early retirement;
- (iii) benefits which derive from the legal principles of *Beckmann v Dynamco*, *Whicheloe Macfarlane*, *Martin v South Bank University*, *Procter & Gamble v SCA*;
- (iv) benefits which transfer by reference to the [Transferring Employee's] contract or terms of employment;

and a reference to "benefits" in this paragraph includes, without prejudice to the generality of the foregoing, benefits payable by way of a pension or lump sum and whether payable to the applicable employee, their dependants, relations or other connected beneficiary."

Definitions:

"Best Value Direction" means the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);

"New Fair Deal" means the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for staff pensions: staff transfer from central government*" issued in October 2013 including:

- (a) any amendments to that document; and
- (b) any similar protection required by the [Contract];

"Old Fair Deal" means HM Treasury and/or Cabinet Office guidance: "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;

Appendix 9 Software and EULA

Software Maintenance and Technical Support

Territory: England, Wales, Northern Ireland, Scotland and Republic of Ireland

1. Preamble & Definitions. These Software Maintenance and Technical Support terms and conditions (“Support Terms”) govern the provision by Vocera Communications, Inc. (“Vocera”) of certain software maintenance and technical support services for Vocera’s Clinical Communication offerings (“Support”) and any on site assistance pursuant to Section 8 below (“On-Site Assistance”), all as described below and purchased by an end user customer (“End User”) from either Vocera or Vocera’s authorized reseller (“Reseller”). Vocera provides Support for the Software used in conjunction with Authorized Client Devices as part of End User’s Operating Environment as further described in Section 4 below. As used in these Support Terms:

- **“Authorized Client Devices”** means the Vocera wireless communication badges (for Voice Communications Systems) or other Vocera supported client devices (e.g. certain third-party smartphones) that work with the Software. As part of Support, Vocera will support hardware issues relating to Vocera manufactured Authorized Client Devices and endeavor to assist End User with the use of the Software on third party manufactured Authorized Client Devices, but except as specified at www.vocera.com/about-us/legal/third-party-products-legal-documents, Vocera is not responsible for or obligated to provide hardware support for such Authorized Client Devices not manufactured by Vocera.

- **“Customer Hosted Software (CHS)”** means certain Server Software provided by Vocera and hosted on server computers located at an End User facility, including Server Software for Vocera’s Alarm Management, Care Team Synchronization, Clinical Workflow Engine, Collaboration Suite, Engage, Messaging Platform, and Voice offerings.

- **“Designated Support Contact”** is defined as: for Customer Hosted Software: as specified in Table 2.1; and for Vocera Hosted Services: Any authorized administrator or user of the Vocera Hosted Service.

- **“Documentation”** means the specific materials listed under “Documentation” at *vocera.com/legal*, as updated by Vocera from time to time.

- **“Operating Environment”** End User’s servers, WLAN (for Voice Communications Software as further described in Section 5.9 below) and other hardware and software supplied directly to End User by third party vendors (i.e., exclusive of hardware and software embedded in the products supplied by Vocera) or software developed by End User.

- **“Services”** means, as the context requires in this Software Maintenance and Technical Support attachment, Support and On-Site Assistance.

- **“Software”** means the software licensed by Vocera pursuant to an End User License Agreement, in object code form only, for use with the System. “Software” is limited to software hosted by End User or on devices owned by End User and does not include software utilized by Vocera to provide the Vocera Hosted Services.

- **“Software Updates”** means the Software releases, service packs, build updates or emergency fixes released from time to time in accordance with the Vocera’s update policy for such Software.

•**“System”** means the combination of the Vocera Software, Authorized Client Devices and End User’s Operating Environment. “System” includes Customer Hosted Software but does not include Vocera Hosted Software as defined below.

•**“Vocera Hosted Services (VHS)”** means certain services hosted by Vocera and/or its designee to which End User and certain End User affiliates will be provided electronic access over the Internet for use in conjunction with Vocera Client Software, including services for Vocera’s Secure Texting offering.

All other capitalized terms not otherwise defined in these Support Terms shall have the meanings provided in the applicable End User License Agreement, Supplemental Terms and Conditions, or Badge Products Limited Warranty. If Vocera hereafter posts any new or modified version of these Support Terms at www.vocera.com/legal, such new or modified version will apply to maintenance and support renewal terms that begin subsequent to the date of such posting.

2. Support Offerings.

Vocera’s Support efforts are intended to address non-conformities of the Software or Vocera Hosted Services to the Documentation. Support is also intended to address non-conformities of the Vocera Hosted Services to the user documentation provided as a part of the Vocera Hosted Services.

2.1 Customer Hosted Software: There are two types of Support Offerings for Customer Hosted Software licensed on a perpetual basis: Standard and Premier. Customer Hosted Software licensed on a subscription basis includes Premier Support. For the Engage software solution, Vocera offers Premier Support but not Standard Support. Table 2.1 details the differences between the Standard and Premier Support. The Quote for the Support Offering will list the service level provided. End User may change End User’s Support Offering the next time End User either purchases a renewal Support term or increases the number of perpetual user licenses.

Table 2.1: Customer Hosted Software Support Offering Details		
	Support Offering / Service Level	
	Standard	Premier
Type of license: Perpetual Term	Available	Available
Type of license: Subscription Term	Not Available	Included
Software Maintenance	Software Updates	Software Updates
Technical Support Incidents	Unlimited	Unlimited
Support Availability (Telephone and Email)	All severities: 8am – 5pm in End User’s time zone (GMT), excluding weekends and holidays	Severity 1: 24 hour, 7 Day, 365 Days; Severities 2-3: 8am – 5pm (GMT) in End User’s time zone, excluding U.S. weekends and holidays
Number of Designated Support Contacts	2 to 3	2 to 5
Number of Designated RMA Contacts	Up to 1	Up to 1 per site
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Telephone Support Numbers	+44 0800 731 0586	
Email Support Address	support@vocera.com	
Web Support URL	www.vocera.com/support	

Appendix 10
Key Performance Indicators

Not Used

Appendix 11 Subcontractors

Vocera Communications UK Limited