

SCHEDULE 7B

Order Form for Competed Goods and Services- Mini Competition

DN617638 - Provision of Imprivata Licenses

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	Manchester University NHS Foundation Trust , Cobbett House, Manchester Royal Infirmary, Oxford Rd, Manchester M13 9WL, UK
The Supplier	Insight Direct (UK) Ltd Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU
HealthTrust Europe Contract Reference	HTE-005705
Insight Legal Ref	13243

The Supplier and the Authority hereby agree as follows:

- Following the completion of a mini-competition exercise ("**Mini-Competition**"), the Authority wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework Agreement.
- The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (d) the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf.
 - (e) the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
 - (f) the Call-Off Terms and Conditions set out at Appendix A, as applicable, to the Framework Agreement (including the front page and all Schedules thereto).
- 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:

- (d) 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 16 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.
- (e) 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.
- (f) 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 27/06/2022.

5. The Term of this Contract shall be 1 year from the Commencement Date.

5.1 Total Value £76,245.00 (Exc. VAT)

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 authorized 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 15.4.1(i) of Schedule 2.
8. For the purposes of Clause 4.2 of Schedule 2, the Authority shall visually inspect the Goods within [insert time period during which any inspection must be carried out] of the date of delivery of the relevant Goods. Not Applicable
9. The payment profile for this Contract shall be in full on receipt of Invoice.
10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on one month written notice

11. The provision of Services

(K) The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations

- Manchester University NHS Foundation Trust sites

12. Training/ Support Services/ Help Desk

The Supplier shall as soon as reasonably practicable after delivery of the Goods to the Authority, provide a suitably qualified professional to deliver a thorough training Programme about the features and benefits of the Goods the Authority. The Supplier shall provide as much training and support to the Authority as the Authority may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier. The Supplier shall at its own expense provide the Authority with copies of all training materials and resources, such materials to include a suitable “train the trainer” Programme with sufficient detail to enable trained clinical staff to train others.

13. Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract **any of its obligations/ specific obligations** under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the competency of any authorized Sub-contractor. The Supplier shall ensure that any authorized 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 Implementation Plan appended at Appendix 4 overleaf.- (Not Used)

(B) The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.-

(C) 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.

(D) Notwithstanding Key Provision 8 of the Call-Off Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Appendix 8 shall apply to such transfer. (Not Used)

(E) Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.

(F) If the Supplier is unable to provide the Services, then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.

(G) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9

(H) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.(Not Used)

(I) 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

Karen.Flintoft@mft.nhs.uk

(b) for the Supplier:

Guy Beaudin, Public Sector Business Development Director

guy.beaudin@insight.com

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, Public Sector Business Development Director
guy.beaudin@insight.com

14. 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.


15. The following Appendices are incorporated within this Contract:

Appendix 1	Mini-Competition Specification
Appendix 2	Mini-Competition Response Document
Appendix 3	Change Control Process
Appendix 4	Implementation Plan – Not Used
Appendix 5	Locations subject to lease and/or license
Appendix 6	Step In Rights
Appendix 7	Termination
Appendix 8	TUPE Transfer – Not Used
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Key Performance Indicators – Not Used
Appendix 11	Subcontractors

Signed by the authorised representative of THE AUTHORITY

Name:	Dan Prescott	Signature:	
Position:	Group Chief Informatics Officer Informatics	Date	13 July 2022

Signed by the authorised representative of THE SUPPLIER

Name:	Guy Beaudin	Signature	
Position:	Public Sector Business Development Director	Date	Jul 14, 2022

Appendix 1
Mini Competition Specification

Description
Maintenance: One Sign Standard Support 25500 SSO/AM and 1x Assigned Customer Success Account Manager

Appendix 2

Contract Price

Description	Total Val
Maintenance: One Sign Standard Support 25500 SSO/AM and 1x Assigned Customer Success Account Manager	£76,245.00

Payment Milestones

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



CCN Template -
update - 24.11.16.doc

Appendix 4

Implementation Plan – Not used

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 – Not used

Appendix 9

Software and EULA



EULA (Clickwrap)
(January 2021).pdf

Appendix 10

Key Performance Indicators – Not used

Appendix 11

Subcontractors

Sub-Contractor name	Pendulum IT Limited
Registered office is at	30 Moorgate, London, United Kingdom, EC2R 6DN

13243 - Manchester University NHS Foundation Trust - Pendulum IT Limited - Customer signed

Final Audit Report

2022-07-14

Created:	2022-07-14
By:	Agustina Soto (agustina.soto@insight.com)
Status:	Signed
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"13243 - Manchester University NHS Foundation Trust - Pendulum IT Limited - Customer signed" History

-  Document created by Agustina Soto (agustina.soto@insight.com)
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-  Document emailed to guy beaudin (guy.beaudin@insight.com) for signature
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Signature Date: 2022-07-14 - 9:41:37 AM GMT - Time Source: server
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