



**SCHEDULE 7B**  
**Order Form for Competed Goods and Services- Mini Competition**

**DN640217- Provision of Cisco Network Infrastructure- G-HUB**

**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.**

<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>Specialist Computer Centres PLC</b> with company number 01428210 whose registered office is at James House, Warwick Road, Birmingham, B11 2LE
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-005708</b>
<b>Supplier Contract Number</b>	<b>OPP-3723491</b>

The Supplier and the Authority hereby agree as follows:

1. 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.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
  - (b) the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and
  - (c) 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).

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 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.
- (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 25/03/2023**

5. **The Term of this Contract shall be 3 years from the Commencement Date**

**5.1 Total Value £ 276,634.77 (Exc. VAT)**

6. Data Protection

- (a) 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.

(b) 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. Supplier shall use reasonable endeavours to deliver the Goods and/or Services under this agreement by the agreed delivery date.

8. For the purposes of Clause 4.2 of Schedule 2, the Authority shall visually inspect the Goods within of the date of delivery of the relevant Goods.- **N/A**

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 25/03/2023

(B) The Long Stop Date for the commencement of provision of the Services shall be **19<sup>th</sup> December 2023**

(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 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 Implementation Plan appended at Appendix 4 overleaf.

- (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) The Parties believe that TUPE does not apply to the transactions which are the subject matter of this Contract.
  - (E) Should the Authority terminate this Contract in accordance with this Contract, 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 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
  - (H) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
  - (I) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10
  - (J) 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
13. 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](mailto:Karen.Flintoft@mft.nhs.uk)

(b) for the Supplier:

Chris Stainthorpe [Christopher.Stainthorpe@scc.com](mailto:Christopher.Stainthorpe@scc.com)

Business Development Executive

14. 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:

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

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

15. 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.

16. The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification / Mini-Competition Specification
<b>Appendix 2</b>	Contract Price / Mini-Competition Response
<b>Appendix 3</b>	Change Control Price – Not Used
<b>Appendix 4</b>	Implementation Plan – Not Used
<b>Appendix 5</b>	Lease and/or Licence to access Premises and Locations-Not Used
<b>Appendix 6</b>	Step in Rights – Not Used
<b>Appendix 7</b>	Termination Sum – Not Used
<b>Appendix 8</b>	Staff Transfer
<b>Appendix 9</b>	Software and End User Licence Agreement (EULA) -Not Used
<b>Appendix 10</b>	Key Performance Indicators – Not Used
<b>Appendix 11</b>	Subcontractors – Not Used

Signed by the authorised representative of THE AUTHORITY

<b>Name :</b>	Dan Prescott	<b>Signature:</b>	
<b>Position:</b>	Group Chief Informatics Officer	<b>Date:</b>	13 February 2023

Signed by the authorised representative of THE SUPPLIER

<b>Name :</b>	Nigel Pask	<b>Signature:</b>	
<b>Position:</b>	CISO & Group Assurance Director	<b>Date:</b>	31-01-23

**Appendix 1**  
**Authority Specification/ Mini-Competition Specification**







**Appendix 2**  
**Contract Price / Mini-Competition Response**

As per our bid pack submitted at the point of Tender



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re%20Scheme%20-GI



Cisco Infrastructure  
Scheme -GHUB Oct 20

**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 or 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**

**Not Used**

**Appendix 10  
Key Performance Indicators**

**Not Used**

**Appendix 11  
Subcontractors**

**Not Used**