

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: DN653182

THE BUYER: Manchester University NHS Foundation Trust

BUYER ADDRESS Cobbett House
Manchester University NHS Foundation Trust
Oxford Road
Manchester
M13 9WL

THE SUPPLIER: Phoenix Software Limited

SUPPLIER ADDRESS: Bytes House, Randalls Way,
Leatherhead, Surrey
KT22 7TW

REGISTRATION NUMBER: 02548628

DUNS NUMBER: 76-348-8178

SID4GOV ID: 76-348-8178

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13/03/22/. It is issued under the Framework Contract with the reference number RM6068 Lot 3 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for DN614467
 - Call-Off Schedule 4 Call Off Tender
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:
None

CALL-OFF START DATE: 13th March 2023

CALL-OFF EXPIRY DATE: 12th March 2026

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION PERIOD 2 x 12 Months Extension Options

CALL-OFF DELIVERABLES

Please refer to Call-Off Schedule 20 (Call-Off Specification)

LOCATION FOR DELIVERY

Services shall be delivered remotely

DATES FOR DELIVERY OF THE DELIVERABLES

Each procurement under this agreement will have its unique deliverables and shall be in accordance with deliverable dates detailed.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

Not Applicable

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Each procurement under this agreement will have its own call-off that will dictate liability

CALL-OFF CHARGES

Each procurement under this VAR agreement will be in line with Call-Off Schedule 5.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS transfer

BUYER'S INVOICE ADDRESS:

Accounts Payable – Central Invoices
Finance and Procurement Business Unit
Trafford General Hospital Davyhulme
M41 5SL

Email Invoices to: accounts.payable@mft.nhs.uk

BUYER'S AUTHORISED REPRESENTATIVE

Karen Flintoft
Deputy Director of Informatics Commercial Services
Karen.Flintoft@mft.nhs.uk
Trafford General Hospital,
Davyhulme, Manchester, M41 5SL

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

Keith Martin

Director of Sales

keith-martin@phoenixs.co.uk

Blenheim House, York Road, Pocklington, York, YO42 1NS

SUPPLIER'S CONTRACT MANAGER

Joel Steel

Account Manager

joel-steel@phoenixs.co.uk

Blenheim House, York Road, Pocklington, York, YO42 1NS

PROGRESS REPORT FREQUENCY

To be agreed with the customer

PROGRESS MEETING FREQUENCY

To be agreed with the customer

KEY STAFF

- Director of Information Technology • Informatics
- Head of IT Infrastructure • Informatics
- Head of IT Operations • Informatics
- Deputy Director of Commercial • Informatics

KEY SUBCONTRACTOR(S)

The vendors stated below are included in this VAR agreement, any vendor added after this period will be captured under the change control contract variation form (see Call-Off Schedule 2).

Software vendors included, but not limited to are:

- Microsoft
- Citrix
- VMware
- Adobe
- ProofPoint
- Imprivata

- RHEL

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing information

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<i>Keith Martin</i>	Signature:	<i>D Prescott</i> <small>D Prescott (Mar 30, 2023 10:36 GMT+1)</small>
Name:	KEITH MARTIN	Name:	Dan Prescott
Role:	SALES DIRECTOR	Role:	CIO
Date:	03/30/2023	Date:	03/30/2023

Please see below for Call-Off Schedule 5 (Pricing Details) and Call-Off Schedule 20 (Specification).

Call-Off Schedule 5 (Pricing Details)

The supplier acknowledges the buyer intends to purchase commercial off-the-shelf and non-commercial off-the-shelf software via the VAR agreement.

Each own software purchase or volume agreement will be purchased under its own order form. For each requirement a quotation will be provided that will be transparent and will show base pricing and margins.

All orders will be invoiced within 30 days of receipt.

In line with the tender response, all software requirements will be subject to pricing at the time of quotation.

The vendors stated below are included in this VAR agreement, any vendor added after this period will be captured under the change control contract variation form.

Software vendors included, but not limited to are:

- Microsoft
- Citrix
- VMware
- Adobe
- ProofPoint
- Imprivata
- RHEL

Call-Off Schedule 20 (Call-Off Specification)

Specification of VAR Agreement



The embedded specification was utilised for evaluation purposes only and demonstrated the types of software and services that may be required.

The Provision of Software Asset Management (SAM) Services

The supplier will aim to deliver value and optimise the buyer's purchasing of commercial off-the-shelf software and non-commercial off-the-shelf software via the provision of Software Asset Management services.

The buyer will have access to the Clarity Basic SAM offering which includes access to the Clarity Portal, Azure Billing Visualisation, Hardware Asset Carbon Monitoring, IT Asset Health Check, Microsoft User Profiling, Microsoft Server Profiling, Key Software Publisher Contract Advisory, Identification and Normalisation of Software Applications and Identification of Licensable Physical Assets

Service Management

Regular service reviews will be held on an initial monthly basis. The supplier will provide evidence of benchmarking activity through the life of this contract.

The service reviews between both parties will cover

- Regular F2F or Teams meeting
- Review of purchase reports
- Review of forthcoming business
- Review of supplier relations

Joel Steel, your Account Manager will oversee the management of the VAR Contract, including attending meetings and being available to discuss any other technical or project requirements. Joel will be supported by:

Business Manager – Jacqueline Taylor

Microsoft Licensing Specialist – Sabina Brahimi

Healthcare Divisional Sales Manager – Ben Lopez

Account Management Service

The supplier and buyer will implement the below communication plan to ensure service is kept to the agreed standards. This will then be reviewed and developed over time to fit the requirements of the buyer.

- The supplier will respond to any request within two working hours (between working hours 9.00am-5.30pm Monday-Friday). Quotations will be submitted within this time subject to manufacturer feedback. Where there are delays from manufacturers in sourcing pricing, the supplier will inform the buyer and provide guidelines as to when they will be able to submit a quotation.
- All orders received before 4.00pm will be processed the same day.
- The buyer will inform the supplier of lead times on orders placed.
- If your Account Manager is out of the office, Phoenix will appoint a secondary contact.
- The supplier will provide access to a Business Manager, Jacqueline Taylor who will have access to our technical consultants in order to establish how various technical and strategic decisions affect the licensing models and work with the account manager to ensure all options are explored.
- The buyer will provide access to Executive Sponsors, Keith Martin and Sam Mudd.
- The buyer will all have access to CRM records and will communicate effectively to ensure they work together to support the best interests of the buyer.
- The buyer will deliver updates, and event invitations to the nominated contacts of the buyer, providing relevant product or industry information and sector specific news.
- The supplier will provide a dedicated Microsoft Licensing Specialist, Sabina Brahim.
- The supplier will inform the buyer of volume licence agreements price changes or product licensing changes in advance.
- Review and confirm marketing preferences.
- All key issues will be discussed verbally, in addition to other services that the supplier provides with relevant industry news that may impact on the procurement of software.
- A kick-off meeting will be arranged confirming the supplier's investment and confirmation of entitlements and available benefits.
- Regular meetings and updates will be scheduled with key stakeholders of the buyer to help deliver value

Reporting

The supplier will provide different types of report to support the unique reporting requirements of the buyer.

See below for a list of example reports:

- Monthly spend by Product Type
- Number of orders placed by value
- Number of lines per order
- Ordering method used – including number of orders placed and value

- Expenditure by product group and sub-product group
- Overall expenditure by current year versus last year
- Performance against key performance indicators (KPIs)

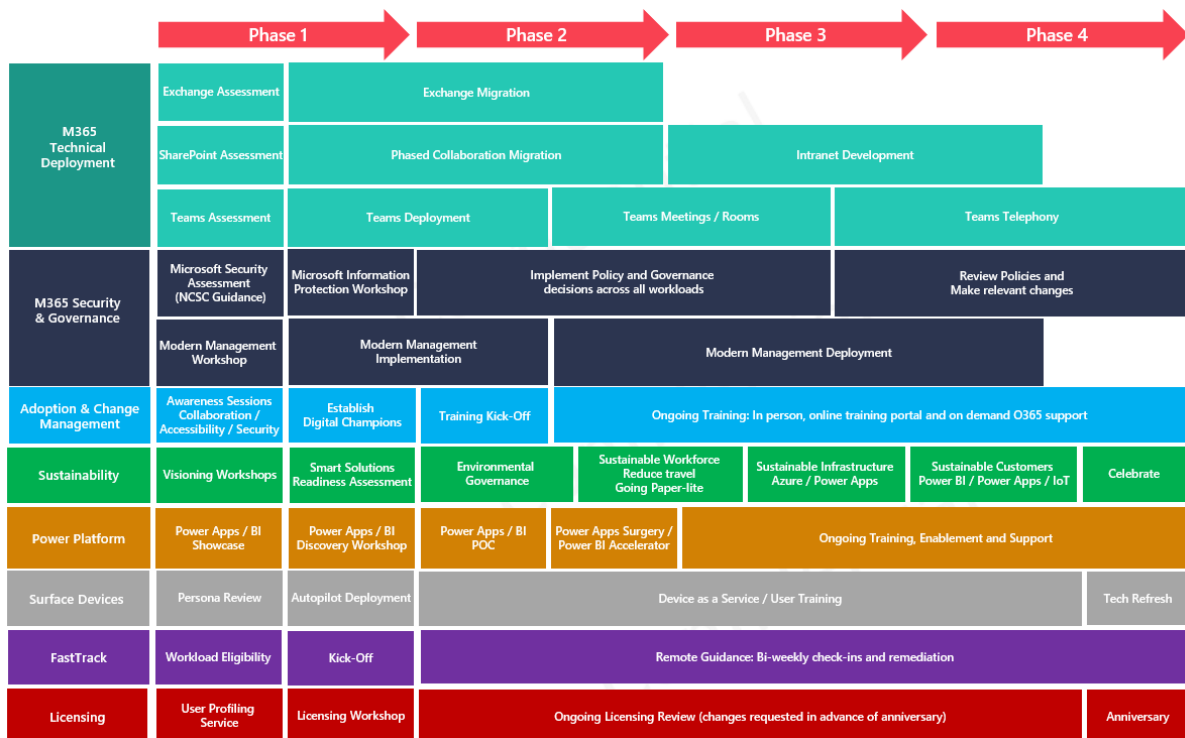
Microsoft contract management

- The team attend regular updates to communicate monthly licensing or product changes, pricing updates and changes, promotions and new release details.
- Key Milestone planning sessions for every Anniversary, True up and Renewal.
- Monthly, quarterly or on demand licensing review sessions to ensure thorough, continued contract optimisation.
- Thorough cost modelling for every single requirement showcasing each option, costs and features and functionalities of each option so the buyer can make an informed purchasing decision for each project.
- Support accessing available funding from Microsoft such as ECIF and Partner Accelerate
- Online Services reporting and advice workshops to assess product usage and enhance this by explaining additional functionalities and providing role use cases and benefits.
- Training throughout the agreement including licensing workshops to teach fundamentals of the agreement and licenses, and Customer Immersion Experience session to ensure the buyer benefits from the new licensing investment.
- Data, AI and Azure 101 training sessions to understand licensing options available for these solutions.
- Event invitations for licensing webinars from both the supplier and Microsoft
- O365, Azure and VLSC portal training to maximise license usage and help easily run and manage your environments.

If required, the supplier can also implement a 'Microsoft Tailored Engagement Plan'.

The supplier will work with the buyer to tailor an engagement model to best suit their specific requirements throughout the contract.

Detailed below is a proposed milestone plan that is fully adaptable to the buyer's needs. The main aim of this engagement model is to complete joint planning to make the most of licenses and benefits. The Account Manager will manage each milestone and will incorporate relevant specialists and consultants to meet each requirement.

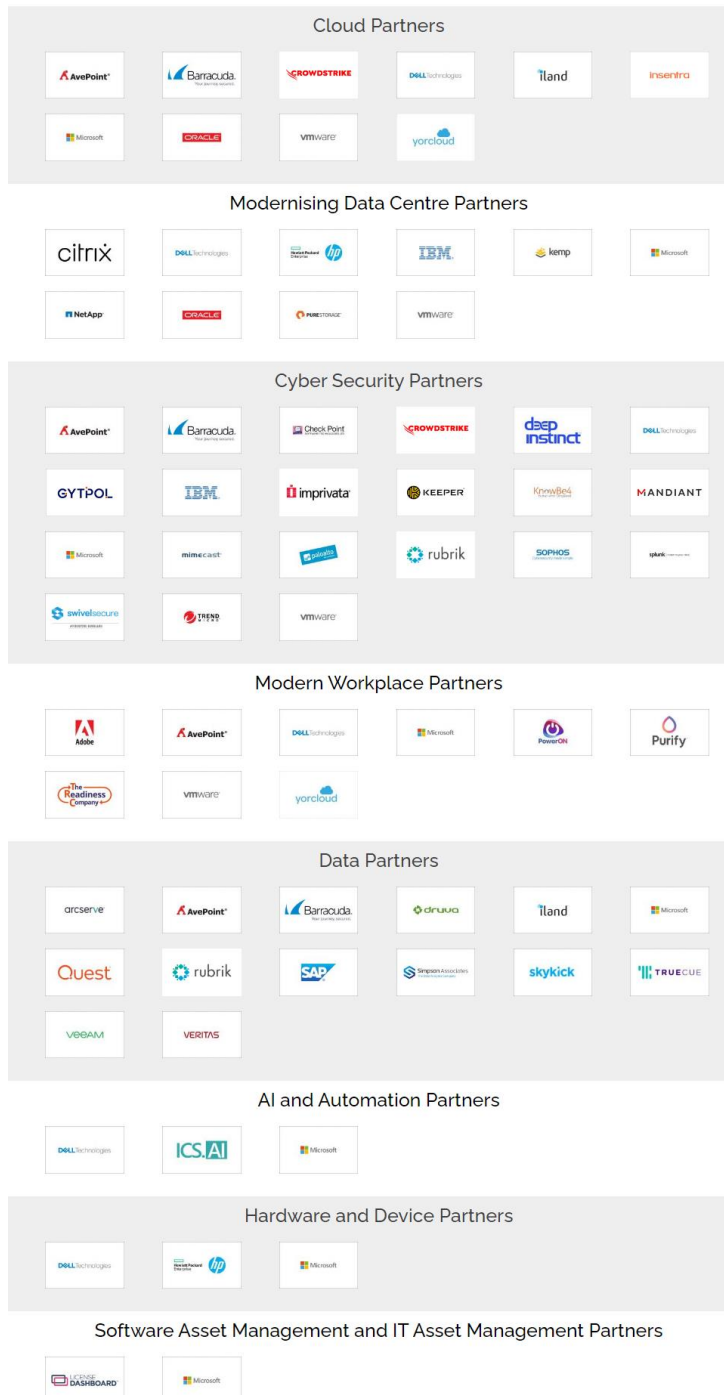


Though the plan is different for each customer, The buyer will address four key categories over the agreement lifecycle: Technical Readiness, End User Engagement; Licensing Milestones and Technology Asset Management.

(See next page for COTS and Non-COTS Software)

COTS and Non-COTS Software

Below is a list of all the software products the buyer can transact via the agreement. The scope is not limited to this list.



Ordering COTS and Non-COTS Software

The tender response was utilised for evaluation purposes only. The buyer has the freedom to add more software to this agreement via the contract variation schedule (please refer to Call-Off Schedule 2). This will accompany all purchase orders and will refer back to the overarching framework contract and its relevant schedules.

For auditing purposes, the mini order form will be e-signed by both the buyer and supplier. A blank example of this is embedded below.

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Confidential
Confidential

Call off Order Form

Buyers must use this template order form as the basis for all Call-Off Orders to be placed under the VAR Call off Agreement for various software requirements.

VAR Contract Reference	
Call off Order Reference	
Call-Off Order Title	
Call-Off Order High Level Description	
Start date	
Expiry date	
Call off Order Period	
Call-Off Order Value	
Charging method	Supplier to provide an invoice based upon receipt of signed call off order against the VAR call off contract and a Purchase Order
Purchase order number	[Enter purchase order number]
Call-Off Order Detailed Description	
Software Items and Price per Software item	
Supplier Quotation Reference Number	
Key Sub Contractor(s)	
Price per Software Item	

This Call off Order Form is issued under the VAR Call off Contract reference DN653182.

This Call off Order Form must be used to specify software requirements and to provide a basis to formally request software under the VAR Call off Contract.

The Call off Order Form cannot be used to alter the existing terms or add any extra terms that materially change the VAR Call off Contract between the Supplier and they Buyer.

The terms and conditions and associated Schedules of the VAR Call-Off Contract apply to this Call off Order Form.

This Call off Order Form must be signed by the Supplier and Buyer.

Please treat this information as private and confidential.

The scope of this agreement is not limited to the buyer. If demonstrated that significant value is being delivered under this VAR agreement then this can be made available to other authorities in the Greater Manchester region.

Confidential
Confidential
Confidential










VAR Contract (Order Form Call-Off Agreement) V1.0

Final Audit Report

2023-03-30

Created:	2023-03-30
By:	Joel Steel (joel-steel@phoenixs.co.uk)
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