

STATEMENT OF WORKS

This **Statement of Works** is as between the following parties;

1. Client name ("Client")

Client name	Manchester University NHS Foundation Trust
Registered office is at	Cobbett House Manchester Royal Infirmary, Oxford Road, Manchester, M13 9WL

2. Sub-Contractor Name ("Sub-Contractor")

Sub-Contractor name	Egress Limited
Registered office is at	Unit 5 Athena Drive, Tachbrook Park, Warwick, CV34 6RT

3. Insight ("Insight")

Insight	Insight Direct (UK) Ltd
Registered office is at	The Technology Building, Insight Campus, Terry Street, Sheffield, S92BU

This Statement of Works is governed by the terms of the Call Off Contract to the Framework Agreement specified below as between the Client and Insight and the terms of the Partner Agreement as between Insight and the Sub-Contractor. In the event of a conflict between the terms of this Statement of Works and the attachments, the terms of this Statement of Works prevail.

Framework Agreement – Call Off Contract	HTE - ICT Solutions 2023 (Complete IT) ComIT3
Contract Commencement Date	17/04/2024
Go Live Date – Software/Support (May be subject to CCN if unknown at Commencement Date)	Click here to enter a date.
Client Purchase Order (when available)	
Contract Term	30 working days
Site(s)	Manchester University NHS Foundation Trust sites
Insight Legal Workflow Ref:	17613
Insight Contract Manager:	Rashika Melwani

1. Deliverables

	Yes	No
Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Third Party Software	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Maintenance and/or Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Consultancy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (please specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. Scope of Services

The Sub-Contractor shall provide the Client with overfill Intersystems resource to support their internal integration deliverables. This will provide the Client with support for interface management/development amongst other deliverables. The resourcing will only be allocated and agreed post the initial assessment of deliverables.

Objectives

The below deliverables can be utilised by the Client during the term of this agreement:

- Streamline existing processes and workflows within the Sub-Contractor environment.
- Develop tailored solutions to address specific challenges and requirements.
- Enhance system performance, security and scalability.
- Specialised training and knowledge transfer.
- Customise workflows and enable automation.

Scope of Work

Below is the process that should be followed to utilise the resource.

Initial Assessment:

- Conduct a thorough analysis of Client's current Intersystems environments.
- Identify areas for improvement, potential bottlenecks and opportunities for optimisation.

Development Phase:

- Agree process for Intersystems resource to tackle identified priorities.
- Collaborate closely with Client's stakeholders to understand unique needs and requirements.
- Develop and implement custom solutions to enhance functionality, efficiency and user experience.
- Perform rigorous testing and quality assurance to ensure reliability and compatibility.

Training and Knowledge Transfer:

- Provide comprehensive training sessions for Client's staff on newly implemented solutions.
- Transfer knowledge and best practices to enable internal teams to maintain and further develop the environment autonomously.

Documentation:

- Create detailed documentation outlining system configurations, processes and troubleshooting guidelines.
- Ensure transparency and accessibility of information for future reference and training purposes.

Deliverables

The below deliverables are the expected outcomes from the Sub-Contractor during this period:

- Comprehensive assessment report
- Custom-developed solutions to be confirmed following delivery of the assessment report
- Training materials and sessions
- Detailed documentation

Timeline

The below shows the Sub-Contractor's recommended number of days for the resources to be utilized effectively.

- Initial Assessment: 5 days
- Development Phase: 17 days
- Training and Knowledge Transfer: 3 days
- Documentation: 5 days

Dependencies

- The Client is responsible for meeting any infrastructure requirements.
- The Client will be responsible for ensuring technical connectivity to send and receive transactions.
- The Client will be responsible for coordinating vendors if required.
- The Sub-Contractor will require a baseline understanding of the deliverables required from the Client prior to resourcing.
- The resourcing will only be allocated and agreed post the initial assessment of deliverables.
- Weekly timesheet approval for resources will be signed off by the Client within three days of submission by the Sub-Contractor.

3. Assumptions

List standard assumptions, as applicable;

- All deliverables will be provided remotely.
- Unless specified this Statement of Works does not include any electrical, network or external communications infrastructure cabling specification or installation.
- No additional work will be undertaken if not included on this Statement of Works.
- Any existing equipment belonging to the Client being utilised or connected must be fully operational and virus free, and fully accessible to the engineer.
- Delays on site caused by faulty equipment, not supplied by Insight, services not being ready, or access restrictions may incur additional charges.
- Client must have all relevant licences and suitable environment to accommodate the services.
- The Client is responsible for backing up all data, and neither Insight or any Sub-Contractor will have any liability for the loss of data resulting the Client's failure to back up data.
- The Client hereby consents to Insight's use of sub-processors. A maintained list of sub-processors can be found using the following link:
https://sim.insight.com/en_US/help/terms-and-policies/sub-processors.html. Insight reserves the right to add or replace sub-processors. The Client can opt in at the above link to receive email notifications of upcoming changes to sub-processors.

Are there any additional assumptions? ☒ Yes ☐ No

- The integration engine will be an Intersystems Environment with test and production environments.
- Any time spent over the estimated time will be subject to further charge.
- Hours spent will be monitored on a fortnightly basis by the Sub-Contractor.
- Development will not commence until requirements are agreed and signed off post the initial assessment stage.
- Access will be given to key stakeholders to meet the project schedule.
- The governance of the deliverables will be managed by a standard change control process post the agreement of deliverables during the initial stage of the consultancy.
- Requirements highlighted during the assessment stage of the consultation will require documentation by the Client and form part of the scope and change governance.

4. Acceptance Test Criteria

None

5. Renewal Options

Subject to receiving a Purchase Order from the Client for renewal of the services, it is agreed the services will be provided on the same terms and conditions as set out in this statement of work and for the term set out in the Purchase Order. To the extent such services include software, the software vendor's End User Licence Agreement shall apply thereto. Renewal prices shall be as quoted by Insight.

6. Payment Terms

Payment shall be made in accordance with the relevant payment schedule.

7. Attachments

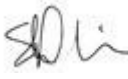
All attachments are attached/embedded in **Appendix A** below.

Signatures


This Statement of Works may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Insight Legal Workflow Ref:	17613
Insight Contract Manager:	Rashika Melwani

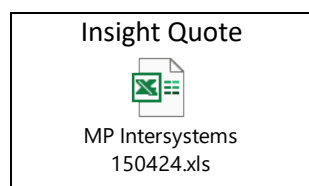
1. Client

For and on Behalf of	Manchester University NHS Foundation Trust
Authorised signature and date:	
Signature	
Name	Stuart Bayliss
Date	11/06/24

2. Insight

For and on Behalf of	Insight Direct (UK) Ltd
Authorised signature and date:	
Signature	
Name	Guy Beaudin
Date	Jun 26, 2024

Appendix A – Attachments



Appendix B – Payment Terms

PAYMENT SCHEDULE A

Insight Legal Workflow Ref:	17613
Insight Contract Manager:	Rashika Melwani

This Payment Schedule is attached to the Statement of Works as between;

1. Customer name ("Customer")

Customer name	Manchester University NHS Foundation Trust
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2. Insight ("Insight")

Insight	Insight Direct (UK) Ltd
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Applicable Terms

Unless expressly varied, payment terms are 30 days net. All prices exclude VAT.

Payment terms include the following:

Quote or Proposal Pricing	<input checked="" type="checkbox"/>
Payment Milestones	<input checked="" type="checkbox"/>
Invoicing Procedure	<input type="checkbox"/>
Other - please provide description below	

Payment Schedule A – Customer Quote

Description	Total Val
TOTAL	£25,440.00

Pricing Notes

1. Pricing excludes UK VAT.
2. Payment in full on receipt of invoice
3. Hours worked will be invoiced monthly on a time and materials basis

