



Schedule 7A

**Order Form for Standard Goods and Services – Direct Award**

**Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/S 000-007857) dated 2<sup>nd</sup> January 2024**

<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>CDW Limited</b> , One New Change, London, EC4M 9AF
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-011003</b>

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 02/01/2024 (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 as appended at Appendix 1 overleaf;
  - (b) the Contract Price, as appended at Appendix 2 overleaf; and
  - (c) the Call-Off Terms and Conditions set out at Appendix A 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 these Call-off Terms and Conditions 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) 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.

## **Annex 1 - Standard Terms**

### **1 Commencement Date and Term**

1.1 The Commencement Date of this Contract shall be **12/03/2024**

1.2 The Term of this Contract shall be **one year** from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than **one year** in total.

### **2 Data Protection**

This Clause 2 only applies if this box is checked ☒

2.1 The Authority and the Supplier acknowledge and agree that it is their responsibility to carry out a data protection impact assessment (“**DPIA**”) in accordance with the Data Protection Legislation and provided the DPIA confirms that the Supplier’s systems and processes adequately provide the necessary guarantees to implement appropriate technical and organisational measures to comply with the Data Protection Legislation, they shall enter into the relevant data protection agreement.

2.2 The parties further acknowledge and agree that HealthTrust Europe will not be involved in or be responsible for the conduct of DPIAs and the supply of any data protection agreements (including a data protection protocol) required for Processing Personal Data under the Contract. For the avoidance of doubt, HealthTrust Europe accepts no responsibility in relation to any issues or claims related to the Processing of Personal Data by the Supplier for the Authority in pursuance of the Contract.

2.3 The Parties warrant that they have read, understood, and agree to the data protection provisions set out in Schedule 3 (Information and Data Provisions) of the Call Off Terms and Conditions.

2.4 The parties agree to comply with the Data Protection Protocol set out within Appendix 13.

### **3 Payment Terms**

3.1 The payment profile for this Contract shall be 30 days from valid and undisputed Invoice date.

### **4 Termination**

- 4.1 The Participating Authority may terminate this Contract forthwith by notice 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.

## **5 Locations**

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

Trust HQ  
Cobbett House  
Oxford Road  
M13 9WL

## **6 Use of Subcontractors**

- 6.1 The Participating Authority grants permission for the Supplier to Sub-contract any of its obligations under this Framework Agreement. This shall not impose any duty on the Participating 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.

## **7 Contract Management**

The Contract Managers at the commencement of this Contract are:

- 7.1 For the Participating Authority:

Karen Flintoft, Deputy Director of Informatics Commercial Services  
Karen.flintoft@mft.nhs.uk

- 7.2 For the Supplier:

Shamraz Khan, Account Director  
s.khan@uk.cdw.com

## **8 Notices**

Notices served under this Contract are to be delivered to:

- (a) For the Participating Authority:

Manchester University NHS Foundation Trust Headquarters  
Cobbett House, Oxford Road, Manchester M13 9WL

- (b) For the Supplier:

Head of Legal,  
CDW Limited, One New Change, London, EC4M 9AF  
Legal@uk.cdw.com

9 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.


10 The following Annexes are incorporated within this Contract:

<b>Annex 1</b>	Standard Terms
<b>Annex 2</b>	Additional Key Provisions to Appendices 3 to 13 - Optional
<b>Annex 3</b>	Optional Terms for Software and related Services

11 The following Appendices are incorporated within this Contract:

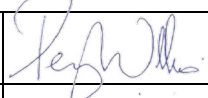
<b>Appendix 1</b>	Participating Authority Specification
<b>Appendix 2</b>	Contract Price
Appendix 3	Change Control Process
Appendix 4	Not used
Appendix 5	Not used
Appendix 6	Not used
Appendix 7	Not used
Appendix 8	Not used
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Not used
Appendix 11	Subcontractors
Appendix 12	Not used
Appendix 13	Data Protection Protocol Form

**Signed by the authorised representative of THE PARTICIPATING AUTHORITY**

Name:	Jiten Patel	Signature:	
Position:	Director of IT	Date:	12/03/2024

**AND**

**Signed by the authorised representative of THE SUPPLIER**

Name:	Penny Williams	Signature:	
Position:	VP of Sales	Date:	14 March 2024

**Appendix 1**  
**Authority Specification**

PRODUCT CODE	PRODUCT DESCRIPTION	QUANTITY
FRAME-PASS-SERVICES	SETUP/HUB SITE	1

## Appendix 2

### Contract Price

[illegible]

## **Appendix 3**

## Change Control Process

## Appendix 9

## Software and End-User Licence Agreement (EULA)

**Not used**

## Appendix 11

## Subcontractors

**WhiteSpider Enterprise Services Limited**

## **Appendix 13**

### **DATA PROTECTION PROTOCOL**

#### **1. Both data controllers**

- 1.1. To the extent that the nature of the Supplier's obligations under the Contract means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:
  - 1.1.1. implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation; and
  - 1.1.2. be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control.
- 1.2. Where Personal Data is shared between the Parties, each acting as Controller:
  - 1.2.1. the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 1;
  - 1.2.2. the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 1; and
  - 1.2.3. where the Data Recipient is in breach of its obligations under this Protocol and the Data Protection Legislation, the Data Transferor may suspend the transfer of the Personal Data to the Data Recipient either on a temporary or permanent basis, depending on the nature of the breach.