

Schedule 7B

Order Form for Standard Goods and Services – Mini Comp

On-Premise Backup Solution

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	CDW Limited , 1 New Change, London, EC4M 9AF, UK
HealthTrust Europe Contract Reference	HTE-005703

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, 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. Where the Supplier agrees to resell to The Authority third party software, hardware or other associated support services and products ("**Third Party Products**"), The Authority acknowledges and agrees that:
- (a) the Third Party Products are supplied solely on the applicable end user terms of the relevant third party vendor or licensor of those Third Party Products then in force at the time the Supplier resells those Third Party Products to The Authority, a copy of which is attached to this Call Off Contract at Schedule 3 ("**End User Terms**");
 - (b) the End User Terms comprise the Authority's sole rights and remedies in respect of the Third Party Products to the exclusion of all other terms whether set out in this Call Off Contract, the Framework Agreement or otherwise; and
 - (c) without limiting the generality of sub-clause 4(a) or sub-clause 4(b), the sole extent of the functionality and features of the Third Party Products and the limitations, disclaimers and restrictions on its use shall be governed by the applicable End User Terms.
5. The Authority shall at all times comply with the End User Terms and shall on written demand indemnify the Supplier against all Losses incurred by, awarded against or agreed to be paid by the Supplier (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from the Customer's breach of the End

User Terms howsoever arising.

6. The Supplier may treat The Authority's breach of any End User Terms as a breach of this Call-Off Contract

7. The Commencement Date of the Contract shall be 01/12/2021

The Term of this Contract shall be 1 year from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call -Off Terms and Conditions provided that the duration of this Contract shall be no longer than 5 years in total. The term may only be extended by sole instruction of the Authority.

8. Supplier shall use reasonable endeavours to deliver the Goods and/or Services under this agreement by the agreed delivery date. Dates and times for delivery or performance by Supplier are estimates and time shall not be of the essence.

9. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 1 month of the date of delivery of the relevant Goods.

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

TBC

11. The payment profile for this Contract shall 30 days from Invoice.

12. Data Protection

12.1 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.

12.2 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.

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 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.

14. The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 3

15. The Contract Managers at the commencement of this Contract are:

- (a) for the Authority:
Karen Flintoft, Head of Informatics Commercial Services
- (b) for the Supplier:
Shamraz Khan, Account Director.

16. Notices served under this Contract are to be delivered to:

- (a) for the Authority:
Karen.flintoft@mft.nhs.uk
- (b) for the Supplier:
Legal@uk.cdw.com.

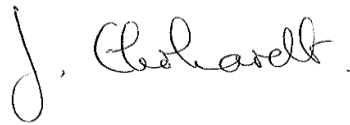
17. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

18. The following Appendices are incorporated within this Contract:

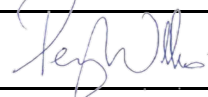
Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Lease and/or Licence to access Premises and Locations - Not used
Appendix 6	Step In Rights - Not used
Appendix 7	Termination Sum - Not used
Appendix 8	Staff Transfer - Not used

Appendix 9	Software and End User License Agreement (EULA)]
Appendix 10	Key Performance Indicators- Not used
Appendix 11	Subcontractors – Not used

Signed by the authorised representative of THE AUTHORITY

Name:	Jenny Ehrhardt	Signature:	
Position:	Group Chief Finance Officer	Date	17.12.2021

Signed by the authorised representative of THE SUPPLIER

Name:	Penny Williams	Signature:	
Position:	Public Sector Sales Director	Date	17 December 2021

Appendix 1 Authority Specification



Framework
Mini-Competition - I

Appendix 2 Contract Price

SQU4286936 M365			
Description	QTY	Unit Price	Total Amount
1YR 5GB			
ONE (1) MONTH OF RUBRIK HOSTED POLARIS FOR MS365	3,200	£60.47	£193504.00
PKG SOLN - RUBRIK INSTALL - BASIC SVC - 04	2	2250.00	4500.00
Total Price – M365 Solution			198004.00
SQU4286996 On Prem			
RUBRIK R6416S 4-NODE, 192TB RAW HDD, 1.6TB SSD	6	£21633.50	£129801.00
RUBRIK PREMIUM SUPPORT FOR HARDWARE, PREPAY TERM	6	£2,826.84	£16961.04
RUBRIK/CDW PROFESSIONAL SERVICES INSTALL + CONFIG	2	£3813.41	£7626.82
AZURE LANDING ZONE IMPLEMENTATION	1	£11,275.00	£11,275.00
AZURE LANDING ZONE - MFT DISCOUNT	1	-£9,000.00	-£9,000.00
SUBSCRIPTION PER USABLE BETB, RCDM, CLOUDON, GPS	720	£201.90	£145368.00
Total Price – On Prem Solution			£302031.86
Total Price – Overall Solution			£500035.86

All prices exclude VAT

Appendix 3

Change Control Process

The Contract can be varied only by a change control note, defined under Section 42 of Appendix A Call-off Terms and Conditions, which explicitly states it is intended to vary this Contract, and which is signed by an authorised representative of each Party. Each Party may from time to time notify the other in writing as to who is the point of receipt of that notification and an authorised representative for that Party.



Change%20Control%
20Forms%20-%20IC1

Appendix 4

Implementation Plan

To be agreed at Project Initiation

Appendix 9

Software and EULA

<https://www.rubrik.com/legal/terms-of-use>