

**Schedule 7A****Order Form for Standard Goods and Services – Direct Award**

**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><i>Manchester University NHS Foundation Trust  Cobbett House, Manchester Royal Infirmary, Oxford Road, Manchester, United Kingdom, M13 9WL</i></b>
<b>The Supplier</b>	<b><i>Softcat Plc of Solar House, Fieldhouse Lane, Marlow, Bucks, SL7 1LW</i></b>
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-005706</b>

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 27th September 2019 (the “**Framework Agreement**”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) The description of the Services, as appended at Appendix 1 overleaf;
  - (b) the Contract Price, as appended at Appendix 2 overleaf;
  - (c) Allocate Software Terms & Conditions, as appended at Appendix 3 overleaf;
  - (d) the Key Performance Indicators, as appended at Appendix 4 overleaf;
  - (e) the Contract Change Note 008, as appended at Appendix 6 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).
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 14 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 1 April 2023.
  - 5. The Term of this Contract shall be 3 years 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.
  - 6. **Data Protection**
    - 6.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.
    - 6.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

**Table A – Processing, Personal Data and Data Subjects**

Description	Details
Subject matter of the Processing	The provision of Services to the Authority that involves the Processing of Personal Data.
Duration of the Processing	Personal Data will be Processed until the later of (i) expiry or termination of the Contract or (ii) the date upon which Processing is no longer necessary for the purposes of compliance with the Contract.
Nature and purposes of the Processing	Personal Data will be Processed for the purposes of providing the Services set out, as further instructed by the Authority in its use of the Services, and otherwise agreed in the Contract. Personal Data will be subject to Processing activities as may be specified in the Contract.
Type of Personal Data	<p>The Authority may submit Personal Data to the Services, the extent of which is determined and controlled by the Authority in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data:</p> <p>Name, Title, Maiden Name, Address, Email, Web Address, Fax, Telephone Numbers, next of Kin, Marital Status, Gender, Salary, Employment Grade, Contract, Sickness Episodes including reasons, Annual Leave, Maternity Leave, Other leave and absence, Nationality, Ethnic Origin, Date of birth, Place of birth, Skills; professional regulations with identifying certificate numbers, National Insurance Number, Photograph, Visa number &amp; country of issue; Connection data; Localisation data.</p> <p>The Authority may submit special categories of Personal Data (as that term is defined in Data Protection Legislation) to the Services, the extent of which is determined and controlled by the Authority in its sole discretion, and which may include, but is not limited to special categories of Personal Data relating to the following categories of data:</p> <p>Racial or ethnic origin, data concerning health and data concerning sex life.</p>
Categories of Data Subject	<p>Workers of the Authority (who are natural persons)</p> <p>Clients, business partners or vendors of the Authority (who are natural persons)</p>

Description	Details
	Workers of the Authority's clients, business partners or vendors (who are natural persons)
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	Following termination or expiration of the Contract, the Supplier will delete or return all Personal Data pursuant to this Contract and Data Protection Legislation.

7. The payment profile for this Contract shall be as detailed at Appendix 2.
8. The Key Performance Indicators applicable to the Contract are detailed in Appendix 4.
9. **Intellectual Property**

This clause 9 will apply in place of clause 11.2 of Schedule 2 of the Call-Off Terms and Conditions. As the Authority will receive the benefit of the Supplier's standard SaaS solution(s) it provides to multiple customers, the Supplier grants a licence on the following basis:

- (a) Subject to the restrictions set out in this clause 9, the Supplier hereby grants to the Authority a non-exclusive, non-transferable, non-sublicensable right to use the Services for the Term solely for the Authority's internal business purposes.
- (b) The Authority must not attempt to copy, modify, enhance, duplicate, adapt, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means.
- (c) The Authority acknowledges that the Supplier and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated in this clause 9, this Contract does not grant the Authority any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licence in respect of the Services.

#### 10. **Use of Subcontractors**

- 10.1 The 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 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.
- 10.2 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 5.

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

- (a) for the Authority: Karen Flintoft, Deputy Director Informatics Commercial Services
- (b) for the Supplier: Dominic Clark, Partner Alliance Manager

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

- (a) for the Authority: Karen Flintoft, Deputy Director Informatics Commercial Services, Karen.Flintoft@mft.nhs.uk
- (b) for the Supplier: Dominic Clark, Partner Alliance Manager, [SPT@softcat.com](mailto:SPT@softcat.com)

13. 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.

14. The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Services
<b>Appendix 2</b>	Contract Price
<b>Appendix 3</b>	Allocate Software Terms & Conditions
<b>Appendix 4</b>	Key Performance Indicators
<b>Appendix 5</b>	Subcontractors
<b>Appendix 6</b>	Contract Change Note 008
<b>Appendix 7</b>	Service Management

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

Name:	<i>Jenny Ehrhardt</i>	Signature: 
Position:	<i>Group Chief Finance Officer</i>	
Date:	<i>31.3.2023</i>	

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

Name:	Matthew Lowther	Signature: 
Position:	Partner Alliance Internal Account Manager	
Date:	04 April 2023	



As the Authority will receive the benefit of the Supplier's standard SaaS solution(s) it provides to multiple customers, the parties agree that:

- (a) the licence terms set out at clause 9 of this Order Form apply to the Services;
- (b) the Services will not be subject to acceptance testing (except as set out in clause 1.10 of Part C (Service Level Agreement) in Allocate's Terms and Conditions in Appendix 3); and
- (c) the Supplier is not required to enter into an escrow agreement for the source code to the software, the Authority data hosted by or on behalf of the Supplier or the configuration of the software.

The parties will seek to agree an implementation plan or statement of work, as applicable, within 60 days of the Commencement Date. Such implementation plan shall detail the scope, delivery and completion dates of the Professional Services outlined above. The Supplier shall submit to the Authority a completion report upon completion of the Professional Services. To the extent that completion of the Professional Services is delayed due to the acts or omissions of the Authority or its affiliates, the completion date shall be extended by a period equal to such delay.

## Appendix 2

### Contract Price

Notwithstanding clauses 9.2.3(i) and 9.3.1 of Schedule 2 of the Call-off Terms and Conditions, the Supplier shall invoice in advance for each payment period set out in the table below (even if such period is in advance of the Actual Services Commencement Date). The Authority shall pay each invoice within 30 days from the date of the invoice.

#### PAYMENT SCHEDULE

Service / Product	Year 1 01/04/2023	Year 2 01/04/2024	Year 3 01/04/2025	Total Charges	Optional Year 4 01/04/2026	Optional Year 5 01/04/2027
HealthRoster Optima						
eRota						
eJobPlan						
MedicOnDuty						
Activity Manager						
BankStaff+						
eJobPlan (AHP)						
Empactis Interface						
StaffDirect (247Time)						
<b>Total Charges</b>				<b>£4,722,751</b>	<b>£1,723,902</b>	<b>£1,785,439</b>

\*Estimated value only. Actual value is based upon usage.

StaffDirect (247Time): invoicing is delivered on a weekly basis in arrears through the StaffDirect system and payments made by BACS.

Optional Year 4 and Optional Year 5 are exercisable by the Authority by providing the Supplier written notice of no less than three (3) months prior to the date on which this Contract would otherwise expire.

### Appendix 3

#### Allocate Software Terms & Conditions



20230308\_General  
Terms and Conditions

## **Appendix 4**

### **Key Performance Indicators**

The Key Performance Indicators in respect of the Services are set out in Part C (Service Level Agreement) of Allocate's Terms and Conditions in Appendix 3.

This Appendix 4 will apply in place of Exhibit A of Schedule 1 of the Call-off Terms and Conditions.

## Appendix 5

### Subcontractors

The Authority consents to Allocate Software Limited providing 100% of the Services on behalf of the Supplier.

The Authority consents to Allocate Software Limited using the following sub-contractors in the provision of the Services:

<b>Sub-contractor</b>	<b>Location</b>	<b>Purpose</b>
Amazon Web Services	United Kingdom	Cloud Hosting
Microsoft Azure	United Kingdom	Cloud Hosting
Redcentric Solutions Limited	United Kingdom	Cloud Hosting
Allocate Software DOOEL Skopje	North Macedonia	Support
Pendo.io, Inc.	USA	Service Development
Snowflake Inc.	USA	Provision of Allocate Data Exchange Service

## **Appendix 6**

### **Contract Change Note 008 – for information only**

The appended document below is CCN008, a contract change note in relation to the HTE2 call-off contract between the Supplier and the Authority dated 1 April 2020. It is included for information only.



**MAN001\_Manchester  
University NHSFT\_HTE**

## **Appendix 7**

### **Service Management**

The Supplier and the Authority shall seek to meet on a 6-weekly basis with operational leads in an Operational Review Meeting and review, inter alia, a full Service Management Plan will be produced and agreed including but not limited to:

- Service Desk Performance
- Customer Success Management requirements
- 247Time//Allocate Staff Direct requirements and performance.

In addition to this, on a 6-weekly basis the Supplier and the Authority shall seek to hold an Executive Sponsor meeting with the Authority's Executive Sponsor/Key Executive to discuss, inter alia, the following:

- Strategic support
- Experience of the Supplier's Escalation requirements
- Oversight on current contract position