

Schedule 7A

Order Form for Standard Goods and Services – Direct Award

Trend Implementation

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
Commencement Date of the Contract	25/07/2022
Total Value	£15,000.00 (Exc. VAT)
Term of the contract	25/07/2022 to 02/09/2022

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 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).

HealthTrust Europe LLP

NHS Framework Agreement for the Supply of Goods and Provision of Services (January 2018)

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:

- (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. The Commencement Date of the Contract shall be 25/07/2022

4.1 Total Value £15,000.00 (Exc. VAT)

4.2 The term of the contract will be 25/07/2022 to 02/09/2022

The Term of this Contract is as stated above 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.

5. Supplier shall use reasonable endeavours to deliver the Goods and/or Services under
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this agreement by the agreed delivery date.

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

Notified MFT Location

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

8. 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.

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

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

- (a) for the Authority:

**Karen Flintoft
Deputy Director of Informatics Commercial Services
Trafford General Hospital, Davyhulme,
Manchester, M41 5SL**

- (b) for the Supplier:

Shamraz Khan, Account Director

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

- (a) for the Authority:

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

- (b) for the Supplier:


Legal@uk.cdw.com

12. 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.


13. 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:	Jiten Patel	Signature:	
Position:	Director of Technology (Acting)	Date:	08/08/2022

Signed by the authorised representative of THE SUPPLIER

Name:	Penny Williams	Signature	
Position:	VP of Sales	Date:	21/07/2022

Appendix 1 Authority Specification

As per CDW Proposal OPP130984 – Trend Deep Security with NSX-T



OPP130984- MFT -
Trend Deep Security

Appendix 2 Contract Price

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-%20ICT

Appendix 4
Implementation Plan

To be agreed at Project Initiation

Appendix 9
Software and EULA

As per existing Customer Trend licence