**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.**

|  |  |
| --- | --- |
| **The Authority** | ***Manchester University NHS Foundation Trust,***  ***Cobbett House Manchester Royal Infirmary, Oxford Rd, Manchester M13 9WL*** |
| **The Supplier** | ***boxxe Limited,***  ***Artemis House, Eboracum Way, York, YO31 7RE*** |
| **HealthTrust Europe Contract Reference** | HTE-005707 |

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:
3. The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
4. the Contract Price, as appended at Appendix 2 overleaf; and
5. the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
6. 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:
7. 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.
8. 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.
9. 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.
10. The Commencement Date of the Contract shall be the date when the contract is fully signed.
11. 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 6years in total.

1. **Data Protection**

**The trust will share no personal data to boxxe or the sub-contractor in connection with this contract.**

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.

1. Supplier shall use reasonable endeavours to deliver the Goods and/or Services under this agreement by the agreed delivery date.
2. The payment profile for this Contract shall be 30 days from the date of invoice
3. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months’written notice. Such notice shall not be served within 3 years of the Commencement Date.
4. The provision of Services
5. The Services Commencement Date shall be when the contract is fully signed.
6. The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:
7. MFT site
8. Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract Visavvi Limited 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.]

1. The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
2. Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.
3. The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
4. The KPI’s and Service Credits applicable to the Contract are detailed in Appendix 10.
5. 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 11.
6. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

Karen Flintoft: Deputy Director of Informatics commercial services

(b) for the Supplier:

Michael Clark – Head of Partner Alliances

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

(a) for the Authority:

Karen Flintoft: Deputy Director of Informatics commercial services

Finance and Procurement Business Unit,Trafford General

Hospital,Davyhulme

Manchester M41 5SL

Karen.Flintoft@mft.nhs.uk

(b) for the Supplier:

Michael Clark – Head of Partner Alliances

Artemis House, Eboracum Way, York, YO31 7RE

[michael.clark@boxxe.com](mailto:michael.clark@boxxe.com) (cc – [legal@boxxe.com](mailto:legal@boxxe.com))

1. 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.
2. The following Appendices are incorporated within this Contract:

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| --- | --- |
| **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 |
| **Appendix 6** | Step In Rights |
| **Appendix 7** | Termination Sum |
| **Appendix 8** | Staff Transfer |
| **Appendix 9** | Software and End User License Agreement (EULA) |
| **Appendix 10** | Key Performance Indicators |
| **Appendix 11** | Subcontractors |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | Dr Ian Dady | Signature: |  |
| Position: | Clinical Director & Consultant Neonatologist |  | Connect NW Neonatal Transport Service  16/11/2023 |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | Colin Firth | Signature |  |
| Position: | Account Manager | Date | 16/11/2023 |

**Appendix 1**

Authority Specification

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**Appendix 2**

Contract Price

Equipment - £14,172.69 ex VAT

Labor - £3,964.49 ex VAT

**Total - £18,137.18 ex VAT**

**Appendix 3**

Change Control Process

Any variations and changes to the agreed and signed project brief throughout the project by method of project change request (PCR). No changes will be actioned until agreed in writing by all parties (Authority, Supplier and Subcontractor).

**Appendix 4**

Implementation Plan

As per embedded document at Appendix 1

**Appendix 5 (NOT USED)**

Lease and/or Licence to access Premises and Locations

**Appendix 6 (NOT USED)**

Step In Rights

**Appendix 7 (NOT USED)**

Termination Sum

Appendix 8 (NOT USED)

Staff Transfer

**Appendix 9**

Software and EULA



**Appendix 10 (NOT USED**

Key Performance Indicators

**Appendix 11**

Subcontractors

100% of the services will be delivered by - **Visavvi Limited**

Address: Unit 6 Millfield Lane, Nether Poppleton, York, YO26 6PQ

**Contact Details**

Colin Firth (Account Manager)

Phone - 07836 638907

Email - [colin.firth@visavvi.com](mailto:colin.firth@visavvi.com)