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RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 14th July 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and



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.1.4 Framework Schedule 18 (Tender).

Section A General information

| Contract Details | |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract Reference: | C217108 |
| Contract Title: | HPE Operational Support Complete Care. |
| Contract Description: | The following Services will be delivered: Hardware onsite and/or remote maintenance Pro-active Services under the Complete Care portfolio |
| Contract Anticipated Potential Value: this should set out the total potential value of the Contract | £920,000.00 |
| Estimated Year 1 Charges: | £310,000.00 |
| Commencement Date: this should be the date of the last signature on Section E of this Order Form | 01.09.2023 |

| |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Buyer details |
| Buyer organisation name Medicines and Healthcare products Regulatory Agency |
| Billing address Your organisation's billing address - please ensure you include a postcode Floor 10, 10 South Colonnade, Canary Wharf London E14 4PU. |
| Buyer representative name The name of your point of contact for this Order [Redacted] IT Commercial Management (itcommercialmanagement@mhra.gov.uk) (Contracts / Commercial) |
| Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. [Redacted] |



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Buyer Project Reference

Please provide the customer project reference number.

C217108

Supplier details**Supplier name**

The supplier organisation name, as it appears in the Framework Agreement

HEWLETT - PACKARD LIMITED

Supplier address

Supplier's registered address

Ground Floor, 210 Wharfedale Road

Winnersh Triangle

RG41 5TP

England

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[REDACTED]

Mobile:

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

0015919902

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable



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Guarantor Registered Address

Guarantor's registered address

Not Applicable



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Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|------------------------------------------|--------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | X |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

| Lot | Maximum Term (including Initial Term and Extension Period) – Months (Years) |
|-----|-----------------------------------------------------------------------------|
| 2 | 36 (3) |
| 3 | 60 (5) |
| 5 | 60 (5) |

Initial Term Months
36 months (3 years)

Extension Period (Optional) Months
1+1

Minimum Notice Period for exercise of Termination Without Cause 90 days
(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.



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The Supplier shall provide the Services from the following Sites:

Buyer Premises:

MHRA at 10 South Colonnade, Canary Wharf, London, E14 4PU
NIBSC (South Mimms) at Blanche Lane, Potters Bar, EN6 3QG

Supplier Premises:

Not Applicable

Third Party Premises:

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

As per attached HPe - Buyer Asset List



HPe - Buyer Asset
List.xlsx

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Not Applicable

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

As per attached



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Medicines & Healthcare products
Regulatory Agency

Information Security Policy

Accountable Director John Quinn, Chief Technology Officer and
SIRO

Date approved 26/02/2021

Review date 25/02/2023



Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Not Applicable

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - *Not Applicable*

Professional Indemnity Insurance (£) - *Not Applicable*



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Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Not Applicable

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

| Governance Schedule | Tick as applicable |
|-----------------------------------------|-------------------------------------|
| Part A – Short Form Governance Schedule | <input checked="" type="checkbox"/> |
| Part B – Long Form Governance Schedule | <input type="checkbox"/> |

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

| Change Control Schedule | Tick as applicable |
|---------------------------------------------|-------------------------------------|
| Part A – Short Form Change Control Schedule | <input checked="" type="checkbox"/> |
| Part B – Long Form Change Control Schedule | <input type="checkbox"/> |

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

Not Applicable

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £[insert details]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[insert details].



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Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules - Not Applicable

Guidance Note: Tick any applicable boxes below

| Additional Schedules | Tick as applicable |
|-----------------------------------------------------|--------------------------------------------------------------------|
| S1: Implementation Plan | <input type="checkbox"/> |
| S2: Testing Procedures | <input type="checkbox"/> |
| S3: Security Requirements (either Part A or Part B) | Part A <input type="checkbox"/> or Part B <input type="checkbox"/> |
| S4: Staff Transfer | <input type="checkbox"/> |
| S5: Benchmarking | <input type="checkbox"/> |
| S6: Business Continuity and Disaster Recovery | <input type="checkbox"/> |
| S7: Continuous Improvement | <input type="checkbox"/> |
| S8: Guarantee | <input type="checkbox"/> |
| S9: MOD Terms | <input type="checkbox"/> |

Part B – Additional Clauses - Not Applicable

Guidance Note: Tick any applicable boxes below

| Additional Clauses | Tick as applicable |
|-----------------------------|--------------------------|
| C1: Relevant Convictions | <input type="checkbox"/> |
| C2: Security Measures | <input type="checkbox"/> |
| C3: Collaboration Agreement | <input type="checkbox"/> |

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses - Not Applicable

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

| Alternative Clauses | Tick as applicable |
|--------------------------|--------------------------|
| Scots Law | <input type="checkbox"/> |
| Northern Ireland Law | <input type="checkbox"/> |
| Joint Controller Clauses | <input type="checkbox"/> |

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



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Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

Not Applicable

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable



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Section D

Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Not Applicable



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Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

| | |
|----------------|----------------------|
| Name | [REDACTED] |
| Job role/title | HPE OS Sales Manager |
| Signature | [REDACTED] |
| Date | 27 october 2023 |

For and on behalf of the Buyer

| | |
|----------------|------------------------------------|
| Name | [REDACTED] |
| Job role/title | Chief Digital & Technology Officer |
| Signature | [REDACTED] |
| Date | 27 october 2023 |