**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)** Crown Copyright 2018

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: 1.11.4.4617.

THE BUYER: Health & Safety Executive

BUYER ADDRESS Redgrave Court, Merton Road, Bootle, L20 7HS

THE SUPPLIER: CDW Limited

SUPPLIER ADDRESS: One New Change, London EC4M 9AF

REGISTRATION NUMBER: 02465350

DUNS NUMBER: 504971730

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20th

November 2024.

It’s issued under the Framework Contract with the reference number RM6098 for the

provision of Technology Products & Associated Service 2.

Framework Ref: RM6098

Project Version: v2.0 1
Model Version: v3.8

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CALL-OFF LOT(S):
Lot 2 Hardware

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM6098
* Joint Schedule 1 (Definitions)
* Joint Schedule 2 (Variation Form)
* Joint Schedule 3 (Insurance Requirements)
* Joint Schedule 4 (Commercially Sensitive Information)
* Joint Schedule 10 (Rectification Plan)
* Joint Schedule 11 (Processing Data)
* Call-Off Schedules for RM6098
* Call-Off Schedule 5 (Pricing Details)
* Call-Off Schedule 8 (Business Continuity and Disaster Recovery) amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule
* Call-Off Schedule 10 (Exit Management)
* Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
2. Joint Schedule 5 (Corporate Social Responsibility) RM6098
3. Call-Off Schedule 4 (Call-Off Tender)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS
None

CALL-OFF START DATE: 20 November 2024

CALL-OFF EXPIRY DATE: 19 November 2027

CALL-OFF INITIAL PERIOD: 3 Years

Framework Ref: RM6098

Project Version: v2.0 2
Model Version: v3.8

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CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

LOCATION FOR DELIVERY

See details in Call-Off Schedule 20 (Call-Off Specification).

DATES FOR DELIVERY

See Call-off start and expiry dates above.

TESTING OF DELIVERABLES
None

WARRANTY PERIOD
None.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core

Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £145,255.54.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES
None

PAYMENT METHOD

HSE shall make payment of agreed costs via BACS, in arrears, within 30 days of the acceptance of the invoice. The Contractor shall send a copy invoice along with details of any work satisfactory carried out to the Buyer’s Authorised Representative below.

BUYER’S INVOICE ADDRESS:

Newport SSCL - Health & Safety Executive

PO Box 401

Newport

NP10 8FZ

Email: APinvoices-HAS-U@gov.sscl.com

BUYER’S AUTHORISED REPRESENTATIVE

**Personal Information Redacted**

Framework Ref: RM6098

Project Version: v2.0 3
Model Version: v3.8

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BUYER’S ENVIRONMENTAL POLICY
Not required.

BUYER’S SECURITY POLICY
Not required.

SUPPLIER’S AUTHORISED REPRESENTATIVE

**Personal Information Redacted**

SUPPLIER’S CONTRACT MANAGER

**Personal Information Redacted**

PROGRESS REPORT FREQUENCY
Not required.

PROGRESS MEETING FREQUENCY
Not required.

KEY STAFF
None.

KEY SUBCONTRACTOR(S)
None.

COMMERCIALLY SENSITIVE INFORMATION

All the supplier’s submitted technical response and commercial pricing excluding the

Total Contract Value.

SERVICE CREDITS
Not required.

ADDITIONAL INSURANCES
Not applicable.

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Framework Ref: RM6098

Project Version: v2.0 4
Model Version: v3.8

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SIGNATORIES:

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **Personal Information Redacted**  | Signature: | **Personal Information Redacted**  |
| Name: |  | Name: |   |
| Role: |  | Role: |   |
| Date: |  | Date: |   |

Framework Ref: RM6098

Project Version: v2.0 5
Model Version: v3.8

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|  |  |
| --- | --- |
| CCS Core Terms (v3.0.11) |  |
| RM6098-Core-terms- v3.0.11-1.docx |
| JOINT SCHEDULES |   |
| Joint Schedule 1 – Definitions | RM6098-Joint-Sched ule-1-Definitions-v1.0. |
| Joint Schedule 2 – Variation Form |   |
| RM6098-Joint-Sched ule-2-Variatio n-Form-v |
| Joint Schedule 3 – Insurance Requirements | RM6098-Joint-Sched ule-3-Insurance-Requi |
|   | RM6098-Joint-Sched ule-4-Commercially-Se |
| Joint Schedule 4 – Commercially Sensitive Information |
|   |
| Joint Schedule 10 – Rectification Plan | RM6098-Joint-Sched ule-10-Rectification-Pl |
| Joint Schedule 11 – Processing Data | RM6098-Joint-Sched ule-11-processing-dat |
| CALL-OFF SCHEDULES |   |
| Call-Off Schedule 5 – Pricing Details | RM6098-Call-Off-Sch edule-5-Pricing-Detail |
| Call-Off Schedule 8 – Business Continuity and Disaster Recovery | RM6098-Call-Off-Sch edule-8-Business-Con |
| Call-Off Schedule 10 – Exit Management | RM6098-Call-Off-Sch edule-10-Exit-Manage |
| Call-Off Schedule 20 – Call-Off Specification | RM6098-Call-Off-Sch edule-20-Specification |

Framework Ref: RM6098

Project Version: v2.0 6
Model Version: v3.8

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**Call-Off Schedule 5 (Pricing Details)**

**Personal Information Redacted**

Framework Ref: RM6098

Project Version: v2.0 1
Model Version: v3.8

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Framework Ref: RM6098

Project Version: v2.0 2
Model Version: v3.8

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**Crown Copyright 2018

Framework Ref: RM6098

Project Version: v2.0 3
Model Version: v3.8

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

**1. Definitions**

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Annual Revenue”** | means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; andwhere the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date; |
| **“Appropriate Authority” or “Appropriate Authorities”** | means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team; |
| **“Associates”** | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles; |
| **"BCDR Plan"** | has the meaning given to it in Paragraph 2.2 of this Schedule; |

Framework Ref: RM6098

Project Version: v1.0 1
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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| **"Business Continuity Plan"** | has the meaning given to it in Paragraph 2.3.2 of this Schedule; |
| **“Class 1 Transaction”** | has the meaning set out in the listing rules issued by the UK Listing Authority; |
| **“Control”** | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**” shall be interpreted accordingly; |
| **“Corporate Change Event”** | means:1. any change of Control of the Supplier or a Parent Undertaking of the Supplier;
2. any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
3. any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
4. a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
5. an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
6. payment of dividends by the Supplier or

the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;1. an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
2. any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the
 |

Framework Ref: RM6098

Project Version: v1.0 2
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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|   | meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;1. the appointment of a receiver,

administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or1. any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the

Supplier Group in a jurisdiction outside England and Wales; |
| **“Critical National Infrastructure”** | means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:major detrimental impact on the availability, integrity or delivery of essential services –including those services whose integrity, if compromised, could result in significant loss oflife or casualties – taking into account significant economic or social impacts; and/orsignificant impact on the national security, national defence, or the functioning of the UK; |
| **“Critical Service Contract”** | a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract; |
| **“CRP Information”** | means, together, the:Group Structure Information and Resolution Commentary; andUK Public Sector and CNI Contract Information; |

Framework Ref: RM6098

Project Version: v1.0 3
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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| **“Dependent Parent Undertaking”** | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract; |
| **"Disaster"** | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable); |
| **"Disaster Recovery Deliverables"** | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| **"Disaster Recovery Plan"** | has the meaning given to it in Paragraph 2.3.3 of this Schedule; |
| **"Disaster Recovery System"** | the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| **“Group Structure Information and Resolution Commentary”** | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B; |
| **“Parent Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **“Public Sector Dependent Supplier”** | means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business; |
| **"Related Supplier"** | any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time; |
| **"Review Report"** | has the meaning given to it in Paragraph 6.3 of this Schedule; |

Framework Ref: RM6098

Project Version: v1.0 4
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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|  |  |
| --- | --- |
| **“Strategic Supplier”** | means those suppliers to government listed at <https://www.gov.uk/government/publications/> strategic-suppliers; |
| **“Subsidiary Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **“Supplier Group”** | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; |
| **"Supplier's Proposals"** | has the meaning given to it in Paragraph 6.3 of this Schedule; |
| **“UK Public Sector Business”** | means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and |
| **“UK Public Sector / CNI Contract Information”** | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 2 of Part B; |

Framework Ref: RM6098

Project Version: v1.0 5
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

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**Part A: BCDR Plan**

1. **BCDR Plan**

1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

1.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer’s written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Supplier shall follow to:

1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

1.2.2 the recovery of the Deliverables in the event of a Disaster

1.3 The BCDR Plan shall be divided into four sections:

1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

1.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**);

1.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**); and

1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the “**Insolvency Continuity Plan**”).

1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

1. **General Principles of the BCDR Plan (Section 1)**

2.1 Section 1 of the BCDR Plan shall:

2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

Framework Ref: RM6098

Project Version: v1.0 6
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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2.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

2.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

2.1.6 contain a risk analysis, including:

1. failure or disruption scenarios and assessments of likely frequency of occurrence;
2. identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
3. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
4. a business impact analysis of different anticipated failures or disruptions;

2.1.7 provide for documentation of processes, including business processes, and procedures;

2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

2.1.9 identify the procedures for reverting to "normal service";

2.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;

2.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer’s business continuity plans;

2.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;

2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer’s request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and

2.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.

Framework Ref: RM6098

Project Version: v1.0 7
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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2.2 The BCDR Plan shall be designed so as to ensure that:

2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

2.2.4 it details a process for the management of disaster recovery testing.

2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI’s) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

**3. Business Continuity (Section 2)**

3.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

3.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

3.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

3.2 The Business Continuity Plan shall:

3.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

3.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

3.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

3.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

Framework Ref: RM6098

Project Version: v1.0 8
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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1. **Disaster Recovery (Section 3)**

4.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

4.2.1 loss of access to the Buyer Premises;

4.2.2 loss of utilities to the Buyer Premises;

4.2.3 loss of the Supplier's helpdesk or CAFM system;

4.2.4 loss of a Subcontractor;

4.2.5 emergency notification and escalation process;

4.2.6 contact lists;

4.2.7 staff training and awareness;

4.2.8 BCDR Plan testing;

4.2.9 post implementation review process;

4.2.10 any applicable Performance Indicators (PI’s) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

4.2.13 testing and management arrangements.

1. **Insolvency Continuity Plan (Section 4)**

5.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.

5.2 The Insolvency Continuity Plan shall include the following:

5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact

Framework Ref: RM6098

Project Version: v1.0 9
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;

5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;

5.2.3 plans to manage and mitigate identified risks;

5.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;

5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and

5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

**6. Review and changing the BCDR Plan**

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer’s written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer’s approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer’s prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

Framework Ref: RM6098

Project Version: v1.0 10
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier’s Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier’s expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

**7. Testing the BCDR Plan**

7.1 The Supplier shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer’s requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

Framework Ref: RM6098

Project Version: v1.0 11
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

**8. Invoking the BCDR Plan**

8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

8.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

8.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected

to adversely affect delivery of the Deliverables; and/or

8.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

**9. Circumstances beyond your control**

9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

**10. Amendments to this Schedule in respect of Bronze Contracts**

10.1 Where a Buyer’s Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:

10.1.1 Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;

10.1.2 Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive; 10.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part A; 10.1.4 Paragraph 8.2 of Part A; and

10.1.5 The entirety of Part B of this Schedule.

10.2 Where a Buyer’s Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:

Framework Ref: RM6098

Project Version: v1.0 12
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

10.2.1 Annual Review;

10.2.2 Appropriate Authority or Appropriate Authorities;

10.2.3 Associates;

10.2.4 Class 1 Transaction;

10.2.5 Control;

10.2.6 Corporate Change Event;

10.2.7 Critical National Infrastructure;

10.2.8 Critical Service Contract;

10.2.9 CRP Information;

10.2.10 Dependent Parent Undertaking;

10.2.11 Group Structure Information and Resolution Commentary;

10.2.12 Parent Undertaking;

10.2.13 Public Sector Dependent Supplier;

10.2.14 Subsidiary Undertaking;

10.2.15 Supplier Group;

10.2.16 UK Public Sector Business; and

10.2.17 UK Public Sector/CNI Contract Information.

Framework Ref: RM6098

Project Version: v1.0 13 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

**Part B: Corporate Resolution Planning**

1. **Service Status and Supplier Status**

1.1 This Contract is not a Critical Service Contract.

1.2 The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

1. **Provision of Corporate Resolution Planning Information**

2.1 Paragraphs 2 to 4 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.

2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:

2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the

CRP Information within 60 days of the Effective Date; and

2.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority’s or Appropriate Authorities’ request.

2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:

2.3.1 is full, comprehensive, accurate and up to date;
2.3.2 is split into two parts:

1. Group Structure Information and Resolution Commentary;
2. UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the->

outsourcingplaybook and contains the level of detail required (adapted as necessary to the Supplier’s circumstances);

2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision

Framework Ref: RM6098

Project Version: v1.0 14 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.

2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the

CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.

2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP

Information:

2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority’s or Appropriate Authorities’ comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority’s or Appropriate Authorities’ rejection. The provisions of paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.

2.6 Where the Supplier or a member of the Supplier Group has already provided

CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this

Part B if:

Framework Ref: RM6098

Project Version: v1.0 15
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.

2.8 If the Contract is a Critical Service Contract, the Supplier shall provide an

updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);

2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;

2.8.3 within 30 days of the date that:

1. the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or
2. none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from

the Appropriate Authority (whichever is the earlier), unless:

1. updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or
2. unless not required pursuant to Paragraph 2.10.

2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is

not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such

Framework Ref: RM6098

Project Version: v1.0 16
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

2.10.1 Aa3 or better from Moody’s;

2.10.2 AA- or better from Standard and Poors;

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 2.8.

2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8.

1. **Termination Rights**

3.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required

to provide CRP Information under Paragraph 2 of this Part B and either:

3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority’s or Appropriate Authorities’ request; or

3.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

1. **Confidentiality and usage of CRP Information**

4.1 The Buyer agrees to keep the CRP Information confidential and use it only to

understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in

Framework Ref: RM6098

Project Version: v1.0 17
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

 4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers

Team, at the Supplier’s request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 4.1 of this Part B and Clause 15 of the Core Terms.

 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third

party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of

this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;

4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

1. summarising the information;
2. grouping the information;
3. anonymising the information; and
4. presenting the information in general terms

 4.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities

with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

Framework Ref: RM6098

Project Version: v1.0 18 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

**Appendix 1: Group structure information and resolution commentary**

1. The Supplier shall:

 1.1 provide sufficient information to allow the Appropriate Authority to

understand the implications on the Supplier Group’s UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;

 1.2 ensure that the information is presented so as to provide a simple, effective

and easily understood overview of the Supplier Group; and

 1.3 provide full details of the importance of each member of the Supplier Group

to the Supplier Group’s UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

Framework Ref: RM6098

Project Version: v1.0 19 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

**Appendix 2: UK Public Sector / CNI Contract Information**

 1. The Supplier shall:

 1.1 provide details of all agreements held by members of the Supplier Group where

those agreements are for goods, services or works provision and:

1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;

1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or

1.1.3 involve or could reasonably be considered to involve CNI;

 1.2 provide the Appropriate Authority with a copy of the latest version of each

underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Framework Ref: RM6098

Project Version: v1.0 20 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

**Call-Off Schedule 10 (Exit Management)**

 **1. Definitions**

 1.1 In this Schedule, the following words shall have the following meanings and

they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Core Network”** | the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract; |
| **“Core Network Assets”** | the assets used in the provision of the Core Network; |
| **"Exclusive Assets"** | Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables; |
| **"Exit Information"** | has the meaning given to it in Paragraph 3.1 of this Schedule; |
| **"Exit Manager"** | the person appointed by each Party to manage their respective obligations under this Schedule; |
| **“Exit Plan”** | the plan produced and updated by theSupplier during the Initial Period inaccordance with Paragraph 4 of this Schedule; |
| **"Net Book Value"** | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| **"Non-Exclusive Assets"** | those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes; |

Framework Ref: RM6098

Project Version: v1.0 21 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

|  |  |
| --- | --- |
| **"Registers"** | the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| **"Replacement Goods"** | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **"Replacement Services"** | any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party; |
| **"Termination Assistance"** | the provision of any configurationinformation reasonably required to effect the implementation of the Replacement Services excluding the Core Network;any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; andc) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| **"Termination Assistance Notice"** | has the meaning given to it in Paragraph 5.1 of this Schedule; |
| **"Termination Assistance Period"** | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| **"Transferable Assets"** | Exclusive Assets which are capable of legal transfer to the Buyer; |
| **"Transferable Contracts"** | Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all |

Framework Ref: RM6098

Project Version: v1.0 22 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

|  |  |
| --- | --- |
|   | relevant Documentation, excluding such contracts relating to the Core Network; |
| **"Transferring Assets"** | has the meaning given to it in Paragraph 8.2.1 of this Schedule; |
| **"Transferring Contracts"** | has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

1. **Supplier must always be prepared for contract exit**

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets

(including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("**Registers**").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

1. **Assisting re-competition for Deliverables**

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in

Framework Ref: RM6098

Project Version: v1.0 23 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

**4. Exit Plan**

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in

Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.2 how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;

4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Supplier’s staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

Framework Ref: RM6098

Project Version: v1.0 24
Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

4.3.6 proposals for the assignment or novation of all services utilised by the

Supplier in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return of all Buyer Property in the
possession of and/or control of the Supplier or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

1. every six (6) months throughout the Contract Period; and
2. no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
4. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

**5. Termination Assistance**

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any

Framework Ref: RM6098

Project Version: v1.0 25 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

event, not later than one (1) Month) following the service by either Party of a

Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation

5.5 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

**6. Termination Assistance Period**

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or

Framework Ref: RM6098

Project Version: v1.0 26 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

**7. Obligations when the contract is terminated**

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

Framework Ref: RM6098

Project Version: v1.0 27 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

**8. Assets, Sub-contracts and Software**

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables excluding the Core Network; or

8.1.3 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");

8.2.2 which, if any, of:

1. the Exclusive Assets that are not Transferable Assets; and
2. the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

Framework Ref: RM6098

Project Version: v1.0 28 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables (excluding the Core Network) or the Replacement Goods and/or Replacement Services (excluding the Core Network).

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use

of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

Framework Ref: RM6098

Project Version: v1.0 29 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to

Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

1. **No charges**

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

1. **Dividing the bills**

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Framework Ref: RM6098

Project Version: v1.0 30 Model Version: v3.3 fix

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

Crown Copyright 2021

**Call-Off Schedule 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Framework Ref: RM6098

Project Version: v1.0 31 Model Version: v3.3 fix



Schedule A HSE/T4617

**STATEMENT OF SERVICE REQUIREMENTS FOR THE PROVISION OF
SUPPORT FOR HPE 3PAR STORAGE ARRAYS**

1. **INTRODUCTION AND BACKGROUND TO THE AUTHORITY**

1.1 The Health and Safety Executive (HSE) is a Crown non-departmental public body with specific statutory functions in relation to health and safety. It is appointed by the Secretary of State for Work and Pensions and employs around 3,500 staff including policy advisers, inspectors, technologists and scientific and medical advisers. HSE’s job is to prevent people being killed, injured or made ill by work.

1.2 HSE consists of a governing Board comprising of a Chair and nine non-executive members, all of whom are appointed by the Secretary of State for Work and Pensions after consultation with organisations representing employers, employees, local authorities and others, as appropriate.

1.3 HSE comprises various directorates and groups and is led by a senior management team. HSE works from 27 locations throughout Great Britain.

1. **REQUIREMENT**

2.1 HSE has HPE 3PAR storage arrays located in its computer rooms in Bootle and ARK (Crown Hosting) Farnborough. Details of the kit are provided in Annex A.

2.2 HSE is seeking a qualified and experienced supplier to provide reactive hardware support and maintenance for the hardware listed at Annex A on a 24 x 7 x 365 days per year basis.

The “Supplier” is the successful bidder which, having won this tender, will be responsible for delivering the services as described herein.

2.3 The contract will need to be flexible in its operation, including the ability for assets to be added to the maintenance list or removed from it where cover is no longer required.

2.4 If assets are removed, then there should be a commensurate reduction in the charges.

2.5 HSE requires HPE Proactive Care 24x7x365 Service including:

* 4 hour onsite response service level (for “first look”), when required
* Service required 24 hours x 7 days x 365 days per year
* No usage limitation
* Remote service delivery as appropriate
* Access to “Advanced Technical Specialists”
* Software technical and electronic support
* Named Account Manager

HPE Software Updates, including:

* HPE software updates service, licence to use & software updates
* HPE recommended software update method
* HPE recommended doc update method

Page 32 of 45

 2.6 Engineers should attend site to assess the incident and then provide a report

to the designated HSE contacts on remedial actions, to include an estimated time of arrival of any parts and time to fix. HSE will liaise with the successful supplier regarding the out of hours access. HSE will nominate an out of hours contact for incidents.

 2.7 The Supplier is required to have in place an appropriate process/system for

receiving service tickets from either HSE’s IT Technical Operations or HSE’s IT Service Desk and must have the functionality to track tickets and to provide reporting on progress and resolution.

 2.8 The Supplier’s employees and any sub-contractors attending HSE’s premises

must have a minimum of SC clearance and complete an onsite induction for access to ARK:

<https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels>

2.9 The Supplier must meet the requirements of the Cabinet Office Cyber Essentials Scheme certification:

<https://www.gov.uk/government/publications/procurement-policy-note-0914-cyber-essentials-scheme-certification>

2.10 If, as part of the delivery of the support and maintenance services, the Supplier intends to use sub-contractors, then this must be declared as part of their response to this tender; any sub-contractors must be engaged on terms and conditions no less onerous than those agreed between HSE and the Supplier, including but not limited to security clearances.

2.11 The Supplier will be required to provide evidence of its compliance to 2.8, 2.9 and 2.10 above.

2.12 HSE is to retain any faulty drives which have been replaced to ensure destruction is compliant with GDPR and HSE policy.

1. **GOVERNANCE AND PERFORMANCE MANAGEMENT ARRANGEMENTS Contract Management**

 3.1 The Supplier will assign an account manager and support team (to include

technical specialists), who will be a point of escalation for any issues on contract performance.

 3.2 An initial on-boarding meeting may be required.

**Contract period**

 3.3 HSE is looking to award a contract for 3 years but requires the facility to pay

annually.

1. **SUBMISSION OF TENDERS**

 4.1 To submit a compliant response to this specification, tenderers must submit a

proposal that clearly addresses all aspects of the requirements detailed in this document – Schedule A.

Page 33 of 45

 4.2 Tenderers must complete and submit a completed Tender Submission Form,

included at Schedule B.

 4.3 All tender submissions must provide a breakdown of costs as follows:

* Annual cost for delivering the Service for a 3 year contract period
* Any other additional costs that may apply, i.e., call out charge, etc.

 **5. EVALUATION**

 5.1 HSE will use the information you provide in your response to determine which

supplier is most suitable.

 5.2 Tenders will be evaluated as described in Schedule C - Evaluation Criteria.

 5.3 Responses to the questions/requests for information below (and repeated on

the Tender Submission Form at Schedule B) will be used for the Quality aspects of the evaluation.

1. Please confirm you will meet HSE’s 24/7/365 requirement and provide details of how you will meet the other requirements in section 2.5.
2. Please provide details of your account manager and support team including the proposed approach to managing this contract. Provide details of how the team would support HSE and its IT Helpdesk provider during the term of the Contract.
3. Provide details of the technical specialists and resources you have available (including any use of sub-contractors), and your previous experience in delivering a service to support the equipment detailed in Annex A.
4. Provide details of the system you have in place for receiving service tickets from HSE, with the ability to track and report on progress and resolution.
5. Please confirm that you will ensure that all personnel who are delivering onsite services will be SC cleared as a minimum, including any sub­contractors and will complete the required induction (2.8).
6. Please confirm that your organisation complies with the requirements of the Cabinet Office Cyber Security Essentials Scheme. The successful bidder may be required to provide evidence of certification.
7. Please confirm that, during the life of the Contract, HSE will have the ability for assets to be added to the maintenance list, or removed from it, where cover is no longer required. If assets are removed, then there should be a commensurate reduction in costs. Please also provide details of how you will manage this.
8. Please confirm that, during the life of the Contract, suppliers will provide the recommended software updates as part of the service. Suppliers must make updates available in order to bid for this tender.

 5.4 Social Value

Bidders are also required to respond to the Social Value question included in Schedule B.

Page 34 of 45

 **6. ADDITIONAL INFORMATION AND CONSIDERATIONS**

 6.1 Budget

HSE’s provisional budget for this support is £300,000 exclusive of VAT for the 3 year duration of the proposed contract.

Page 35 of 45

**Annex A** – **Asset inventory**

**Bootle** – **Redgrave Court**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **9.** | **Qty** | **10.** | **Product** | **11.** | **Description** |
|   |   |   |
| 12. | 1 | 13. |   | 14. | HPE 3PAR StoreServ 8400 |
| 15. | 4 | 16. | N9Z18A | 17. | HPE 3PAR 8000 4-pt 16Gb/10Gb Combo Adptr |
| 18. | 32 | 19. | K2P89B | 20. | HPE 3PAR 8000 1.92TB+SW SFF SSD |
| 21. | 112 | 22. | K2P94B | **23.** | HPE 3PAR 8000 1.8TB+SW 10K SFF HDD |
| 24. | 48 | 25. |   | 1.
2.
 | HPE 3PAR 8000 480GB SSD |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1.
 | **Qty** | 1.
 | **Product** | 1.
 | **Description** |
|   |   |   |
| 1.
 | 1 | 1.
 |   | 1.
 | HPE 3PAR StoreServ 8400 |
| 1.
 | 4 | 1.
 | N9Z18A | 1.
 | HPE 3PAR 8000 4-pt 16Gb/10Gb Combo Adptr |
| 1.
 | 32 | 1.
 | K2P89B | 1.
 | HPE 3PAR 8000 1.92TB+SW SFF SSD |
| 1.
 | 112 | 1.
 | K2P94B | 1.
 | HPE 3PAR 8000 1.8TB+SW 10K SFF HDD |
| 1.
 | 48 | 1.
 |   | 1.
 | HPE 3PAR 8000 480GB SSD |

**Farnborough** – **ARK Datacentre**



Page 36 of 45