Order Form

Framework agreement reference: SBS/16/PC/WAD/9023

Date of order	4/3/2021	Order Number	TBC
			To be quoted on all correspondence relating to this Order

FROM

Customer	Manchester University NHS Foundation Trust (MFT) "**Customer**"
Customer's Address	Cobbett House Manchester Royal Infirmary Oxford Road M13 9WL
Invoice Address	Accounts Payable – Central Invoices Finance and Procurement Business Unit Trafford General Hospital Davyhulme M41 5SL Email Invoices to: accounts.payable@mft.nhs.uk
Contact Ref:	Name: Karen Flintoft Address:　　As above Phone: e-mail: karen.flintoft@mft.nhs.uk Fax:

TO

Supplier	**HP Inc UK Limited**	"**Supplier**"
Supplier's Address	: Earley West 300 Thames Valley Park Drive Reading RG6 1PT	
Account Manager	**Name:** **Niall Beath** **Address:** **Earley West** **300 Thames Valley Park Drive** **Reading** **RG6 1PT** **Phone:** **+44 (0) 7342 065011** **e-mail:** **niall.beath@hp.com**	

GUARANTEE

Guarantee to be provided	**No**

Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company	[☐]	"**Guarantor**"
Parent Company address	[☐]	
Account Manager	**Name:** [☐] **Address:** [☐] **Phone:** [☐] **e-mail:** [☐] **Fax:** [☐]]	

1. TERM
(1.1)   Commencement Date *11/03/2021*
(1.2)   Expiry Date 11/03/2025 The Contract shall expire on the date which is [48] Months after the Commencement Date

2. GOODS AND SERVICES REQUIREMENTS
(2.1) Goods and/or Services **Goods** – HP Desktops, HP Laptops, HP peripherals, 3rd party products associated as part of HP's product offering and HP associated services   The estimated value of this provision could be to the value stated but there is no minimum or maximum commitment of spend for MFT.

> **£30,000,000.00**

Optional Services

Collection and recycling	**X**

Paper catalogue   X

Secure Collection   X

(2.2) Premises   N/A   **(2.3) Lease/ Licenses**   N/A
(2.4) Standards   N/A – Standard T&Cs
(2.5) Security Requirements   **Security Policy**   Standard T&Cs already agreed   **Additional Security Requirements**   **N/A**   **Processing personal data under or in connection with this contract**   [NO]
(2.6) Exit Plan (where required)   [NO]
(2.7) Environmental Plan   [NO]

3. SUPPLIER SOLUTION
(3.1) Supplier Solution   N/A
(3.2) Account structure including Key Personnel

FINANCE & ACCOUNTING   PROCUREMENT   EMPLOYMENT SERVICES   PRIMARY CARE SERVICES

Key Personnel: Various

(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

Capito are an approved sub-contractor for a varied list of onsite services including deployment to desk, storage of and recycling of old equipment.   ]

(3.4) Outline Security Management Plan

As set out below:

As per agreed T&Cs

(3.5) Relevant Convictions

A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided [*Guidance: You may wish to specify a particular conviction(s) e.g. involving dishonesty,*
N/A

(3.6) Implementation Plan

N/A

[Implementation phase and associated implementation plan]

4. PERFORMANCE QUALITY

(4.1) Key Performance Indicators

As per agreed T&Cs

(4.2) Service Levels and Service Credits

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

For any services provided we would request a separate statement of work to list service level agreements.

Service Level	Description	Service Credit Calculation	Critical Service Failure

If the level of performance of the Supplier during the Contract Period:

(i)   fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or

(ii)   constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

[*Guidance: It is intended that the definition of critical service failure should link to a specified threshold of service level performance. The intention is to provide certainty over what level of service would trigger a termination right. If you wish to include such a concept then the definition above should be populated with relevant thresholds.*]

5. PRICE AND PAYMENT

(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))

[▢   ]

(5.2) Invoicing and Payment

The Supplier shall issue invoices as per previous contract. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.
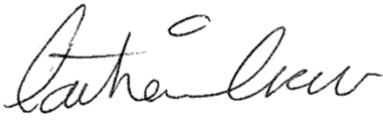
6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

N/A

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the "Call-off Terms and Conditions for the Supply of Goods and/or Services" in accordance with Schedule 7 and Appendix A of the NHS FRAMEWORK AGREEMENT (ref. SBS/16/PC/WAD/9023).and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	Gavin Parrish – Category Director
Signature	*(signature)*
Date	11th March 2021

For and on behalf of the Customer:

Name and Title	
	Cat Grant - **Director of Informatics Commercial Services and Governance**
Signature	
Date	4/3/2021