

Framework Schedule 6a Order Form Template for Purchase and/or Service Requirements under Lots 1, 2, 3 and 4

Order Form

CALL-OFF REFERENCE:	Project 27151
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	5th Floor, 2 St Peters Square, Manchester M2 3AA
THE SUPPLIER:	HP Inc UK Limited
SUPPLIER ADDRESS:	Earley West, 300 Thames Valley Park Drive RG6 1PT
REGISTRATION NUMBER:	REDACTED
DUNS NUMBER:	REDACTED
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 07/02/2025.

It's issued under the Framework Contract with the reference number RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision.

CALL-OFF LOT(S):

Lot Number	Lot Name	Relevant (Yes/No)
1	Multifunctional Print Devices (MFDs) and Basic Print Management Software	No
2	Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software and Associated Services	No
3	Multifunctional Print Devices (MFD's), Print Management and/or Digital Workflow under Managed Service Provision	<u>Yes</u>
4	Print Consultancy Services	No

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract.

Where numbers are missing it is because we are not using those schedules as part of the Framework Contract. 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) **RM6174**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - CCS Core Terms (version 3.0.11)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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.

- Joint Schedules for **RM6174**

Joint Schedule 1	(Definitions)
Joint Schedule 2	(Variation Form)
Joint Schedule 3	(Insurance Requirements)
Joint Schedule 4	(Commercially Sensitive Information)
Joint Schedule 5	(Corporate Social Responsibility)
Joint Schedule 6	(Key Subcontractors)
Joint Schedule 10	(Rectification Plan)
Joint Schedule 11	(Processing Data)
Joint Schedule 13	(Continuous Improvement)
Joint Schedule 14	(Benchmarking)
Joint Schedule 15	(Key Supplier Staff)

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- Call-Off Schedules for **RM6174**

Call-Off Schedule 1	(Transparency Reports)
Call-Off Schedule 2	(Staff Transfer)
Call-Off Schedule 4	(Call-Off Tender)
Call-Off Schedule 5	(Pricing Details)
Call-Off Schedule 6	(ICT Services)
Call-Off Schedule 8	(Business Continuity and Disaster Recovery)
Call-Off Schedule 9	(Security)
Call-Off Schedule 10	(Exit Management)
Call-Off Schedule 11	(Installation Works)
Call-Off Schedule 13	(Implementation Plan and Testing)
Call-Off Schedule 20	(Call-Off Specification)

CALL-OFF SPECIAL TERMS

1. The following Call-Off **Special Schedules** are hereby incorporated:

Special Schedule 1	(Minimum Security Schedule)
Special Schedule 2	(Service Levels)

2. **Off-Shoring:** The Supplier and any of its Sub-contractors, shall not access, process, host or transfer Buyer Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this paragraph shall apply to Landed Resources. Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Buyer Data from premises outside the United Kingdom:
- (a) the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data;
 - (b) the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.
3. **ITSQ:** The Security Management Plan (SMP) shall be replaced with the Information Technology Security Questionnaire (ITSQ) and references to the SMP shall be construed accordingly.
4. **Financial Viability Risk Assessment:** The Buyer may require the Supplier to complete an annual Financial Viability Risk Assessment (FVRA) questionnaire to evaluate the Supplier's financial health. This assessment aims to help the Buyer manage risks related to the Supplier's service provision throughout the agreement. If the Supplier's responses to the FVRA raise concerns for the Buyer, the parties shall work in good faith to resolve the issues promptly. If concerns persist, the Buyer may invoke relevant provisions of the agreement.
5. **Call-Off Schedule 9 (Security):** The Parties agree to disregard Call-Off Schedule 9 and instead use Special Schedule 1 (Minimum Security Levels). Any references to Call-Off Schedule 9 shall be construed as references to Special Schedule 1 as the context requires.
6. **Call-Off Schedule 2 (Staff Transfer):** The Parties acknowledge that the arrangements for potential staff transfers will not be finalised by the Call-Off Start Date. As such, the Supplier agrees that the Buyer may decide after the Call-Off Start Date but before the Relevant Transfer Date which sections of Call-Off Schedule 2 shall apply to the Call-Off Contract, with any resulting cost impacts to be agreed through the change control process via a Variation Form. This decision shall be based on the confirmed details of any transfer, at which point paragraph 3 of Call-Off Schedule 2 and the Pricing Details (Call Off Schedule 5) shall be updated accordingly. If the

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Supplier has any cause for concern on any sections applied, they may formally notify the Buyer. The Buyer shall then investigate the concern and open dialogue with the Supplier if required.

7. **Global Trade Compliance:** Products and services provided under these terms are for Buyer's internal use and not for further commercialization. Buyer is not entitled to export, import or otherwise transfer products and/or deliverables under these terms, and the parties understand that the Supplier and its Key Sub-Contractor, in providing the Services, will be exporting, importing or otherwise transferring the products and/or deliverables, and will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. If Buyer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Buyer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations., and where the Buyer fails to do so, Supplier may suspend its performance under this Call Off Contract to the extent required by laws applicable to either party."

SECTION B

1. Call-Off Contract Period

CALL-OFF START DATE: (The initial contract period excluding extension options)	The Call-Off Initial Period shall be three years & 3 months . The Call-Off Start Date shall be: 07/02/2025 07/02/2025 = 06/05/2025 = Service Set up 07/05/2025 - 06/08/2025 = Deployment 07/08/2025 - 06/05/2028 = Steady State Running
KEY MILESTONE	A key milestone review will take place on 1st July 2025 where both parties will review and discuss deployment progress and activation of the Steady State Running phase and the billing model. Should both parties wish to agree alternative dates for the above phases and/or an alternative billing model, the parties will document such changes into this Schedule via a Variation Form.
CALL-OFF EXTENSION PERIOD OPTIONS:	The Buyer shall have two options to extend the Call-Off Contract upon provision to the Supplier of written notice: If enacted, <u>Call-Off Extension Option 1</u> shall be for 12 months from the end of the Call-Off Initial Period. If enacted, <u>Call-Off Extension Option 2</u> shall be for 12 months from the end of Call-Off Extension Option 1.
CALL-OFF EXPIRY DATE:	06/05/2028
MINIMUM WRITTEN NOTICE TO SUPPLIER IN RESPECT OF EXTENSION:	3 months' notice

2. Contract Performance

STANDARDS AND QUALITY	<p>The standards that apply to this Call-Off Contract are set out in Call-Off Schedule 20.</p> <p>Quality Plans (see Call-Off Schedule 6) must be developed by the Supplier within 60 days of the Call-Off Start Date.</p>
SERVICE CREDITS	Not applicable

3. Liability and Insurance

MAXIMUM LIABILITY	<p>The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.</p> <p>The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,531,085.00</p>
ADDITIONAL INSURANCES	<p>The required insurances are set out in the row 'Lot 3' of the table in the Annex to Joint Schedule 3.</p> <p>No other insurances are required.</p>

4. Buyer Information

BUYER'S INVOICE ADDRESS	Please send invoices to: REDACTED & copied to: REDACTED
BUYER'S AUTHORISED REPRESENTATIVE	REDACTED
PAYMENT METHOD	Monthly via BACS 30-day terms

5. Supplier Information

SUPPLIER'S AUTHORISED REPRESENTATIVE	REDACTED
SUPPLIER'S CONTRACT MANAGER	REDACTED
SUPPLIER REQUIREMENTS (See Call-Off Schedule 11)	Supplier is not required to inspect Sites, Customer Property and Customer Assets.
FAILURE OF SUPPLIER EQUIPMENT	The following applies: Paragraph 13.3 of Call-Off Schedule 6 (ICT Services) which allows the Customer to request the replacement of any Supplier Equipment if it causes three Service Failures within six months.

8. KEYSUBCONTRACTOR INFORMATION

KEY SUBCONTRACTOR'S AUTHORISED REPRESENTATIVE	REDACTED
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6. Other Call-Off Requirements

TERMINATION WITHOUT CAUSE NOTICE PERIOD	As per Clause 10.2.2 of the Core Terms.
UNDISPUTED SUMS LIMIT	As per Clause 10.5 of the Core Terms.
TRAINING	Training requirements are set out in Call-Off Schedule 20.

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SOCIAL VALUE COMMITMENT	The Supplier's commitments around Social Value are described in Call-Off Schedule 4 (Call-Off Tender). This will be refined between both parties within the first 3 months of the Call-Off Contract to agree the specific deliverables and reports required to demonstrate how the Supplier is meeting those commitments.
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	07/02/2025	Date:	07/02/2025