

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

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated Tuesday 9<sup>th</sup> 2023 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award under the Framework Agreement.

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

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

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

This Order Form shall comprise:

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

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

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

## Section A

### General information

Contract Details	
<b>Contract Reference:</b>	DDaT23245
<b>Contract Title:</b>	NetApp Secondary support renewal
<b>Contract Description:</b>	This contract is for supplier to deliver NetApp SSC support as detailed below in Annex A
<b>Contract Anticipated Potential Value:</b>	£ 46,321.44 ex VAT
<b>Estimated Year 1 Charges:</b>	£ 46,321.44 ex VAT
<b>Commencement Date:</b>	Monday 1st May 2023

Buyer details
<b>Buyer organisation name</b> UK Research and Innovation, Polaris House, North Star Avenue, Swindon SN2 1FL
<b>Billing address</b> UKRI C/O UK Shared Business Services Ltd Polaris House North Star Avenue Swindon SN2 1UH For all invoicing queries, please contact [REDACTED]
<b>Buyer representative name</b> [REDACTED]
<b>Buyer representative contact details</b> Email: [REDACTED]
<b>Buyer Project Reference:</b> DDaT23245

Supplier details
<b>Supplier name</b> Logicalis UK Limited
<b>Supplier address</b> Building 8, Ground Floor Foundation Park Roxborough Way Maidenhead SL6 3UD

**Supplier representative name**

Name: [REDACTED]

**Supplier representative contact details**

Email: [REDACTED]  
Mobile: [REDACTED]

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

RM6100 [REDACTED]

**Guarantor details**

**Guarantor Company Name**

N/A

**Guarantor Company Number**

N/A

**Guarantor Registered Address**

N/A

## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

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

### Part B – The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

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

**Initial Term** Months

12 months

**Extension Period (Optional)** Months

N/A

#### Minimum Notice Period for exercise of Termination Without Cause

30 Calendar days

#### Sites for the provision of the Services

##### Buyer Premises:

MRC LMS IT  
 London Institute of Medical Sciences  
 Imperial College Hammersmith Campus  
 London  
 W12 0NN

##### Supplier Premises:

Building 8, Ground Floor  
 Foundation Park  
 Roxborough Way  
 Maidenhead  
 England SL6 3UD

**Third Party Premises:**

N/A

**Buyer Assets**

The support contract covers the following equipment

- 2x FAS8200 HA Controller including :
- SW, Data at Rest Encryption Enabled
- SW, Trusted Platform Module Enabled
- 20 x DS212C 12 x 4.0TB 7.2K Disk Shelves
- 9 x DS4246 24 x 4.0TB 7.2K Disk Shelves
- 1 x DS224C 24 x 960GB SSD Shelf
- 2x Cluster Switch, Interconnect, 16Pt

**Additional Standards**

N/A

**Buyer Security Policy**

N/A

**Buyer ICT Policy**

N/A

**Insurance**

Third Party Public Liability Insurance (£) - £1,000,000.00 excluding VAT

Professional Indemnity Insurance (£) - £1,000,000.00 excluding VAT

**Buyer Responsibilities**

Conditions on the Customer:

1. Without limiting the specificity of the following, provide all onboarding information requested by Logicalis, including, at a minimum, contact information (telephone, cell phone, e-mail), for Customer

personnel involved in overseeing or interacting with Logicalis.

2. For all Customer responsibilities, including but not limited to requests by Logicalis, approvals, actions, changes, and provision of information, Customer shall fulfil such responsibilities promptly and within any timeframes set forth herein or otherwise agreed between Logicalis and Customer.

3. Provide a point of contact with authority to act and make decisions for Customer in all aspects of the

Services, including modifications of existing Services through PCRs, to Logicalis. Such point of contact may be changed by Customer by providing written notice to Logicalis. Logicalis may, without

penalty, pause SLA timers if the Customer contact is not available for necessary information or decisions.

4. Complete Logicalis' information requests as necessary for completion of onboarding and enablement of Services and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by Logicalis.

5. Provide necessary prerequisites as identified by Logicalis, including but not limited to:

6. Initial environment access for deployment of Logicalis' access mechanisms

7. Required compute / infrastructure / networking (including any associated financial impact) requested

by Logicalis for the deployment of Logicalis tooling and / or access technologies.

8. Approval to work with third parties engaged with or contracted by Customer (if required)

9. Other resources (such as Customer Project Manager or subject matter experts)
10. In addition to other documentation identified in this section, provide existing knowledge / documentation or, if required by Logicalis to facilitate performance under this SOW, create knowledge base articles for services, which may include, without limitation:
11. Any maintenance schedules for servers (scheduled downtime, etc.)
12. List of certificates and any systems / applications applicable to them
13. Any / all system passwords (relative to the scope of Services)
14. Topology diagrams (as applicable)
15. Business applications and infrastructure dependency mapping
16. Monitoring platform alert notification contacts.
17. Identify any unique/custom VM or other deployments – e.g.: a checklist or running script.
18. Make available relevant subject matter experts to facilitate knowledge transfer.
19. Provide 3rd party Vendor Contacts list, sites and primary list and software management/licensing details (if applicable) and keep updated.
20. Provide a distribution list within Customer's email service for alarm notifications, and ensure that Logicalis is kept up to date with changes to distribution list alarm notification contacts.
21. Complete Logicalis' user information requests so that applicable portal licenses can be enabled.
22. Conduct knowledge workshop and if identified as required job shadowing across all areas in scope.
23. Participate in meetings to understand processes for assignment, escalation, Change enablement, and status communication.
24. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of or to facilitate or enable such services. In downloading or receiving such software, Customer acknowledges that it has received the software from Logicalis for use in its internal systems only and agrees to only use the software internally according to the instructions set forth by Logicalis.
25. Configure devices to report SNMP traps unless otherwise provided in this SOW.
26. Work with Logicalis' engineers to tune alarm thresholds where necessary.
27. Complete Logicalis' configuration requests detailing Customer's technical environment.
28. Follow applicable vendors' device recommendations for all devices that are not hosted by Logicalis; for example, recommendations or specifications for cooling and room temperature.
29. Either use a Logicalis-supplied VPN endpoint (preferred) or provide Logicalis access to ping Customer's external interface of its VPN endpoint. This is important in determining the root cause of alarms. In either case, the VPN must be a persistent LAN-to-LAN connection.
30. Implement Logicalis' recommendations in general. Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer's failure to implement Logicalis' recommendations.
31. Work with Logicalis to determine the severity, course of action, and remote assistance for issue resolution.
32. Where necessary, provide personnel to work with hardware vendor service personnel requiring onsite access.
33. Follow Logicalis' recommendations to resolve identified environmental or resource issues which are currently causing or may potentially cause future problems.
34. Provide access to vendor ticketing system where required.
35. Customer acknowledges that billing will commence in accordance with the Commencement Date provision above despite Customer's failure to fulfil its obligations under this Responsibilities and

Assumptions section, regardless of whether Service enablement is feasible.

### Goods

N/A

### Governance – Option Part A or Part B

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

The Part selected above shall apply this Contract.

### Change Control Procedure – Option Part A or Part B

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

## Section C

### Part A - Additional and Alternative Buyer Terms

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

##### Part A – Additional Schedules

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

##### Part B – Additional Clauses

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

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

**Part C - Alternative Clauses**

The following Alternative Clauses will apply:

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

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

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

### Additional Schedule S3 (Security Requirements)

N/A

### Additional Schedule S4 (Staff Transfer)

N/A

### Additional Clause C1 (Relevant Convictions)

N/A

### Additional Clause C3 (Collaboration Agreement)

N/A

## Section D Supplier Response

### Commercially Sensitive information

The supplier would view pricing as commercial sensitive information and it shall not be disclosed.

## Section E Contract Award

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

### SIGNATURES

#### For and on behalf of the Supplier (Logicalis UK Limited)

Name	[REDACTED]
Job role/title	Finance Director
Signature	[REDACTED]
Date	May 16, 2023

#### For and on behalf of the Buyer (UKRI)

Name	[REDACTED]
Job role/title	
Signature	[REDACTED]
Date	

## Attachment 1 – Services Specification

### ANNEX 1: RM6100 3B Multi-Vendor Support Service

**Catalogue Item Reference Number:**

*RM6100 3B Multi-Vendor Support Service*

**Lot(s):**

*Lot 3 b*

**Effective Date:**

**25<sup>th</sup> April 2023**

**Expiry Date:**

**30<sup>th</sup> April 2024**

**Service Description:**

Logicalis are pleased to offer Support Services for remote break/fix support for infrastructure through RM6100, Lot 3b. The break-fix service will cover NetApp environments. In particular in supporting complex infrastructures that include FAS, E-Series, AFF and C-Series devices as well as cloud linked services such as CVO.. The services will be delivered remotely via Logicalis Engineers, and Consultants based in our Newbury and Newcastle offices. In addition to these support services, Logicalis will make available senior technical consultants/architects where applicable to support with the digital roadmap throughout the lifecycle of the contract.

We understand that business continuity is key to successful charter operations and as part of this service Logicalis will provide access to our highly skilled engineering and consultancy teams.

This ensures that focus is kept at a high level and staff feel confident that they have an escalation team that can support and resolve issues.

Logicalis will, at a minimum, engage with the client on a quarterly basis, either remotely or onsite in person. This meeting will provide the opportunity to discuss and digest any cause for concerns from either party providing sufficient time to discuss any upcoming projects that may need to be considered.

Logicalis prides itself on highly skilled and certified technical staff. It operates common Information Technology Infrastructure Library (ITIL) aligned systems and processes on common platforms offering a single point of contact and consistent service delivery. Our service desk staff work closely with all our vendor partners to ensure the highest quality support services are delivered seamlessly for even the most complex services and technologies. Logicalis' commitment to service quality is reflected in our position as one of a select few information and communications technology (ICT) companies with certification to:

- ISO 20000 - IT Service Management
- ISO 27001 - Information Security
- GDPR compliant

We have included all the services as requested above as well as Service Delivery Management which covers:

- Regular customer meetings
- Monthly service level agreement (SLA) review
- Ongoing communication and monitoring of services provided.
- The annual review of services rendered and an assessment of requirements for the next year.

This proposal is based on assumptions and conditions which will be listed for the delivery of each function, but the below apply in general:

- Hours of cover as per hours of coverage above
- Apply Logicalis ITIL matured processes and working methods to deliver industry-leading service.
- Project Work relating to the transition of the service

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**Technology Service 3 RM1600**

## Scope of Support

This will be determined as part of the Statement of Work. Below provides an example of what could be supported as part of the service agreement.

Scope of support		
Description	Service	Supported
NetApp FAS	Unified Storage	Y
NetApp E-Series	Block Storage	Y
NetApp AFF	Flash Storage	Y
NetApp C-Series	Capacity Flash Storage	Y
NetApp CVO	Cloud Storage	Y

## Service desk

Logicalis's service desk is designed to be a simple, repeatable, user-focused experience, enabling the end user to get the IT support they require.

We encourage using our intuitive front end, a modern, user-friendly portal supporting multiple access channels with a bias for automation, self-service, and non-voice support.

Aspire to a portal where the call logger will be able to:

- Self-Log an incident or request and receive confirmation instantly.
- View the status of all outstanding tickets, chase and escalate them.
- Confirm resolution of incidents and requests

However, we also welcome tickets via any of the mentioned methods.

## End to end Incident Management

A responsive service desk is crucial to safeguarding agent productivity and preventing disruption to the business and its customers. Using IT Governance, we can provide E2E ownership across all delivery partners for all in scope incidents that are not resolved at first line.

The objective of E2E Incident Management is to restore normal service operation as quickly as possible and minimise the adverse impact on business operations where resolvers could be the supplier, customer resolver teams and 3rd parties

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### **Incident Resolution**

The Incident Resolution service aims to react to and resolve incidents to restore normal service operation as quickly as possible and minimise the adverse impact on business operations. The engineer will attempt a first contact resolution (FCR) of the incident using the Event Management processes. If FCR is not possible, the incident is assigned and escalated to the relevant resolver group.

### **Request Fulfilment**

The service consists of:

- Validation and authorisation of service requests as per the documented service catalogue
- Fulfilling the requests if in scope or assigning to the appropriate Resolver Group for resolution

#### **Key outcomes:**

- Single point of contact for all requests
- Managed SLAs with underpinning operational level agreements (OLAs) to drive delivery
- Management of motion-related IMACs (install, move, add, change) and administration activity
- Management of technical requests
- Non-standard requests through its delivery lifecycle
- Fulfilment of the request following appropriate approval
- Simple interface to a catalogue of products, solutions, services, professional services, project capability and third party catalogue
- The management of all service requests, whether Logicalis, customer or third party generated or fulfilled

#### **Customer dependencies:**

- The authorisation matrix agreed to and owned for the request management service
- The customer nominates financial and technical approvers for use in the automated Request system, ensuring preapproval and validation of the request before submission to Logicalis
- Remote access to the environment is accessible, where required

### **Configuration Management**

Configuration Management will be confirmed in the Statement of Work, and Logicalis can provide a monitoring solution.

### **Vendor Service aggregation and third part Management**

In the event of a third-party ticket, Logicalis will be the interface between the client and the third-party provider identified on the agreed third-party provider support list. The service encompasses:

- The client and Logicalis will work together to ensure robust procedures, processes and relationships are developed and maintained with third-party providers
- The Client will ensure Logicalis has access to the relevant terms and conditions of all applicable third-party provider contracts
- Logicalis will retain overall management responsibility for incidents and requests logged with a third-party provider. However, excused performance will be given when the third-party provider does not meet SLA/OLA, which impacts the supplier's SLA

**Service Delivery Management**

The Service Delivery Manager's (SDM) duties are to manage the services, ensuring that adequate resources are made available by Logicalis for the services to meet and exceed the agreed service levels. The SDM will be the primary focal point for escalated service support issues during normal working hours. The service encompasses:

- SLA management
- Service reporting (SLA breaches, incidents, changes, time, and materials)
- Service review meetings
- Coordination of escalations, crises, and service improvement
- Logicalis SDM works closely with the client's team to ensure that communications are sent to relevant stakeholders, informing them of a problem
- Review incident and problem resolution status with the remediation team
- The SDM ensures the following on incidents and service requests:
  - Tickets are addressed in a timely fashion
  - Resolution strategy and close-off statements are of a high quality
  - Action items derived from workshops are tracked and managed to completion
  - Incident management processes align with SLA requirements
  - Incident management reporting with SLA compliance metrics and ticket trending are delivered to client stakeholders monthly
- Oversee contracted service delivery to the client within the context of the business

**Catalogue Price:**

Indicative effort Model

Service	Quantity	Unit	Cost
Infrastructure Break Fix Service	1	12 months	£46,321.44
<b>TOTAL</b>			<b>£46,321.44</b>

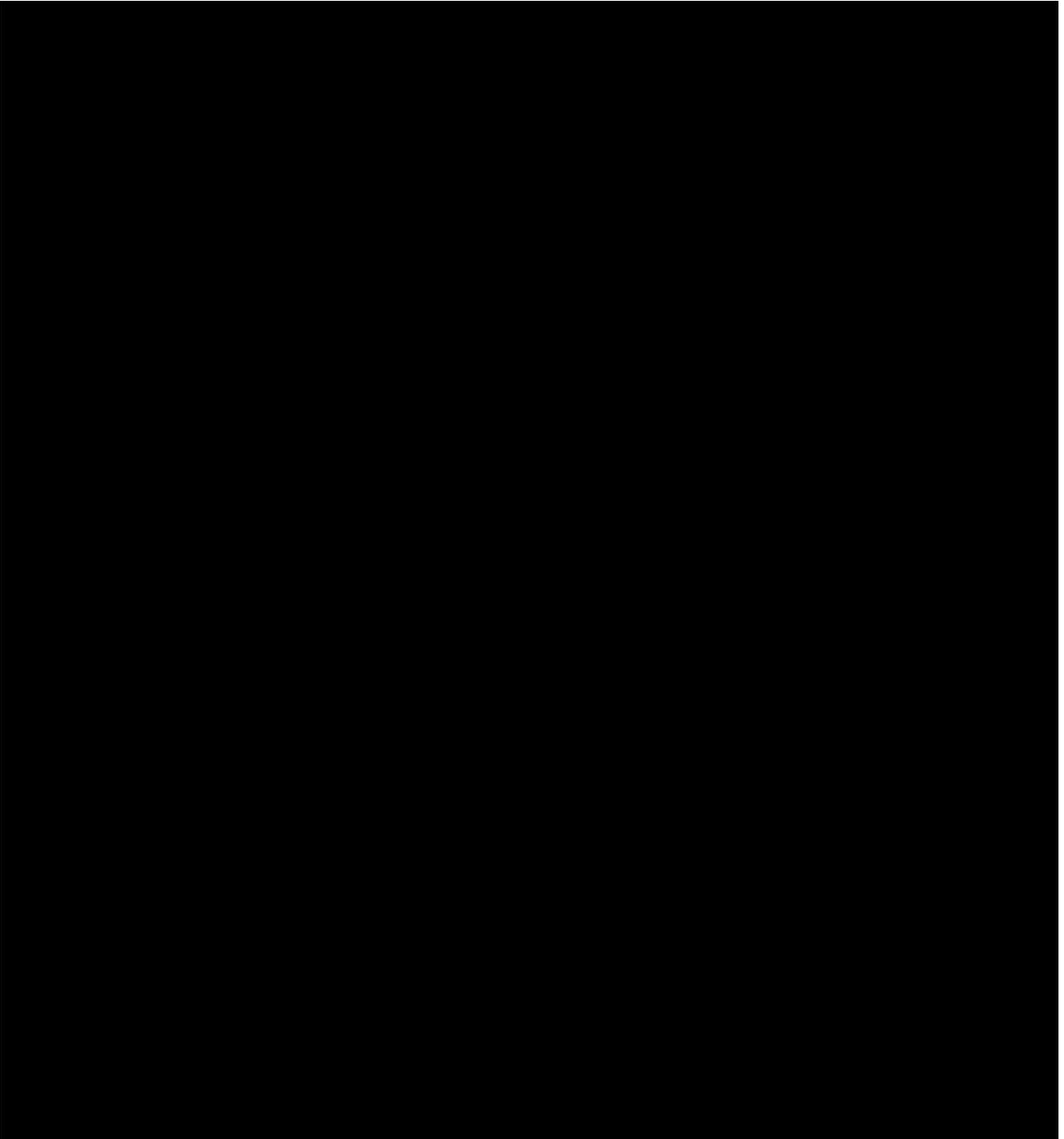
**Logicalis Social Value**

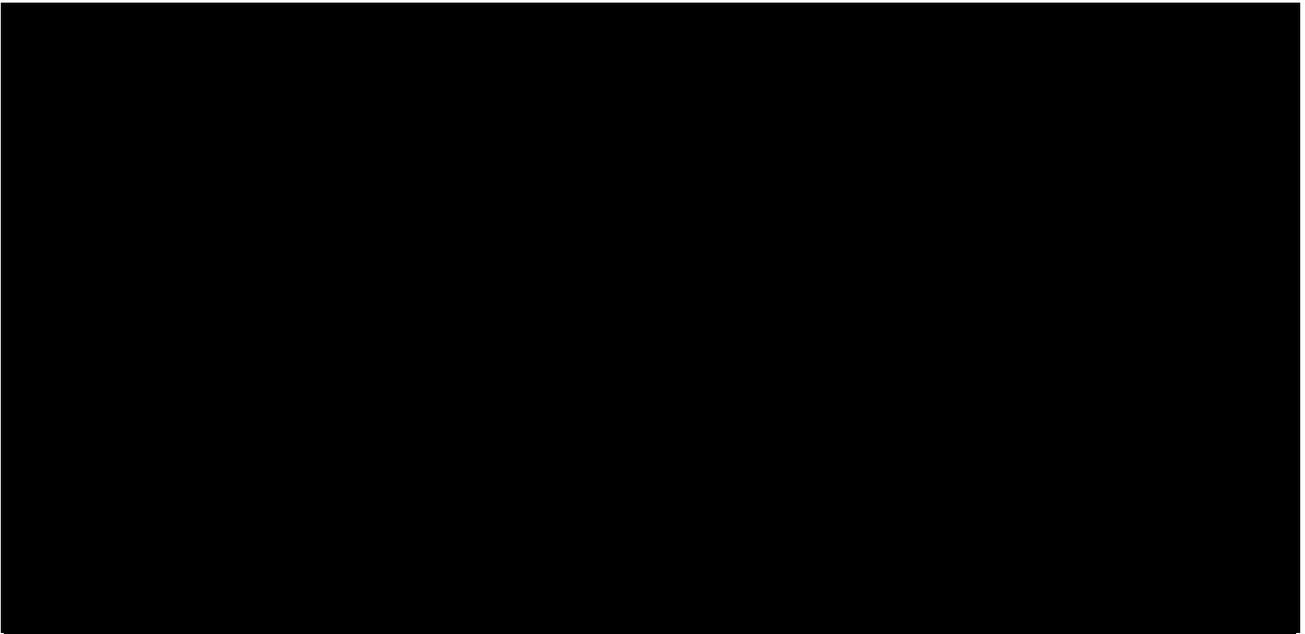
We understand that now more than ever organisations are looking at their social value and sustainability. In particular central and public organisations are tasked with engaging with organisations that are proactively meeting their social value commitments.

Logicalis understand the profound effect that social value can have on individuals, communities, and the government. We have aligned our actions on the Social Value model. Logicalis on request can provide our report on our commitments to the government social values.

## Attachment 2 – Charges and Invoicing

### Part A – Payments





Supplier shall submit an invoice per milestone above. All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: [REDACTED]

We will issue a PO shortly after the contract has been fully signed. You must be in receipt of a valid PO Number before submitting an invoice. Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

## Attachment 3 – Outline Implementation Plan

### Draft Implementation Plan:

The Support Service will commence 3 days from order.

The Service Delivery Manager's (SDM) duties are to manage the services, ensuring that adequate resources are made available by Logicalis for the services to meet and exceed the agreed service levels. The SDM will be the primary focal point for escalated service support issues during normal working hours.

The service encompasses:

- SLA management
- Service reporting (SLA breaches, incidents, changes, time, and materials)
- Service review meetings
- Coordination of escalations, crises, and service improvement
- Logicalis SDM works closely with the client's team to ensure that communications are sent to relevant stakeholders, informing them of a problem
- Review incident and problem resolution status with the remediation team
- The SDM ensures the following on incidents and service requests:
  - Tickets are addressed in a timely fashion
  - Resolution strategy and close-off statements are of a high quality
  - Action items derived from workshops are tracked and managed to completion
  - Incident management processes align with SLA requirements
  - Incident management reporting with SLA compliance metrics and ticket trending are delivered to client stakeholders monthly
- Oversee contracted service delivery to the client within the context of the business.

## Attachment 4 – Service Levels and Service Credits

### ➤ 4hr Parts Replace for all hardware

#### Service Level Agreement: Service Level Agreement (SLA)

Except where SLAs have been scoped as part of customer contracts, all other contracts will adhere to a minimum of the following SLA targets:

Measurable	Measure	Priority			
		P1	P2	P3	P4
	Applicable hours	24x7	24x7	24x7	24x7
Incident Response Time	Target time to respond from time ticket is raised	30 minutes	2 hours	8 hours	To be scheduled
Service Requests	Target from ticket to completion	To be scheduled			

#### Service Level Definitions

Below is the definitions of Logicalis standard SLA's which are to be used as part of this proposal:

Priority	Impact	Definition
<b>P1</b> Critical	System(s) / Service(s) Down, unusable	Production system(s) or service(s) down or in a state of frequent or repeating "hang", or degraded performance, sufficient to prevent critical business operations. No workaround immediately available.  Both Q support and the client must commit to ongoing action and involvement by dedicated personnel until a mutually agreeable workaround is provided and the priority level is downgraded.
<b>P2</b> Major	Degraded	System(s) or service(s) experiencing infrequent, isolated, or intermittent "hang", or in a state of degraded performance that allows critical business operations to continue but at an inconsistent or less than optimal rate.  Q is committed to a commercially reasonable best effort to provide a workaround and/or restore normal operations as quickly as possible within defined Service Desk operation.
<b>P3</b> Minor	Needs attention	System/service is experiencing an issue, anomaly, or cosmetic defect that inflicts minor or no business impact, and a viable workaround or FW/software upgrade exists to mitigate the problem.
<b>P4</b>	Information	Normal customer requests for information regarding the installation, configuration, use, and maintenance of systems.  There is minimal to no impact on customer's production systems or business operations.

## Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .1.5 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
[REDACTED]	Account Manager	For the full duration of the contract

### Part B – Key Sub-Contractors

N/A

**Attachment 6 – Software - N/A**

**Attachment 7 – Financial Distress - N/A**

## Attachment 8 – Governance

### PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	
Supplier Members for the Operational Board	
Frequency of the Operational Board	Upon request
Location of the Operational Board	Online meeting

### Attachment 9 – Schedule of Processing, Personal Data and Data Subjects – N/A

**SCHEDULE 5 - CHANGE CONTROL PROCEDURE****PART A – SHORT FORM CHANGE CONTROL PROCEDURE****1. CHANGE CONTROL PROCEDURE**

- 1.1 Subject to the provisions of Clause **Error! Reference source not found.**, either Party may request a Change to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law.
- 1.2 A Party may request a Change by completing and sending the Change Form set out in Annex 1 of this Part A (Short Form Change Control Procedure) of Schedule 5 (Change Control Procedure) to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Change and any additional cost that may be incurred.
- 1.3 The Buyer may require the Supplier to carry out an impact assessment of the Change on the Services (the “**Impact Assessment**”). The Impact Assessment shall be completed in good faith and shall include:
- 1.3.1 details of the impact of the proposed Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
  - 1.3.2 details of the cost of implementing the proposed Change;
  - 1.3.3 details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
  - 1.3.4 a timetable for the implementation, together with any proposals for the testing of the Change; and
  - 1.3.5 such other information as the Buyer may reasonably request in (or in response to) the Change request.
- 1.4 The Parties may agree to adjust the time limits specified in the Change request to allow for the preparation of the Impact Assessment.
- 1.5 Subject to paragraph 1.4 above, the receiving Party shall respond to the request within the time limits specified in the Change Form. Such time limits shall be reasonable and ultimately at the discretion of the Buyer having regard to the nature of the Services and the proposed Change.
- 1.6 In the event that the Supplier is unable to agree to or provide the Change and/or the Parties are unable to agree a change to the Charges that may be included in a request of a Change or response to it as a consequence thereof, the Buyer may:
- 1.6.1 agree to continue to perform its obligations under this Contract without the Change; or
  - 1.6.2 terminate this Contract with immediate effect, except where the Supplier has already fulfilled part or all of the Services in accordance with this Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Contract, and in such a case, the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- 1.7 If the Parties agree the Change, the Supplier shall implement such Change and be bound by the same provisions so far as is applicable, as though such Change was stated in this Contract.

**ANNEX 1 – CHANGE FORM**

No of Order Form being varied:

.....

Change Form No:

.....

BETWEEN:

**[insert name of Buyer]** ("the Buyer") and

**[insert name of Supplier]** ("the Supplier")

- 1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

**[Guidance Note: Insert details of the Variation]**

- 2. Words and expressions in this Change shall have the meanings given to them in this Contract.
- 3. This Contract, including any previous Changes, shall remain effective and unaltered except as amended by this Change.

Signed by an authorised signatory for and on behalf of the Buyer

Signature .....

Date .....

Name (in Capitals) .....

Address .....

.....

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature .....

Date .....

Name (in Capitals) .....

Address .....

## S7 CONTINUOUS IMPROVEMENT

### 1. SUPPLIER'S OBLIGATIONS

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer., the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 1.3.1 identifying the emergence of relevant new and evolving technologies;
  - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 1.3.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
  - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) Months following the Commencement Date, whichever is earlier.
- 1.5 The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure and the Supplier must implement such Change at no additional cost to the Buyer.
- 1.8 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement

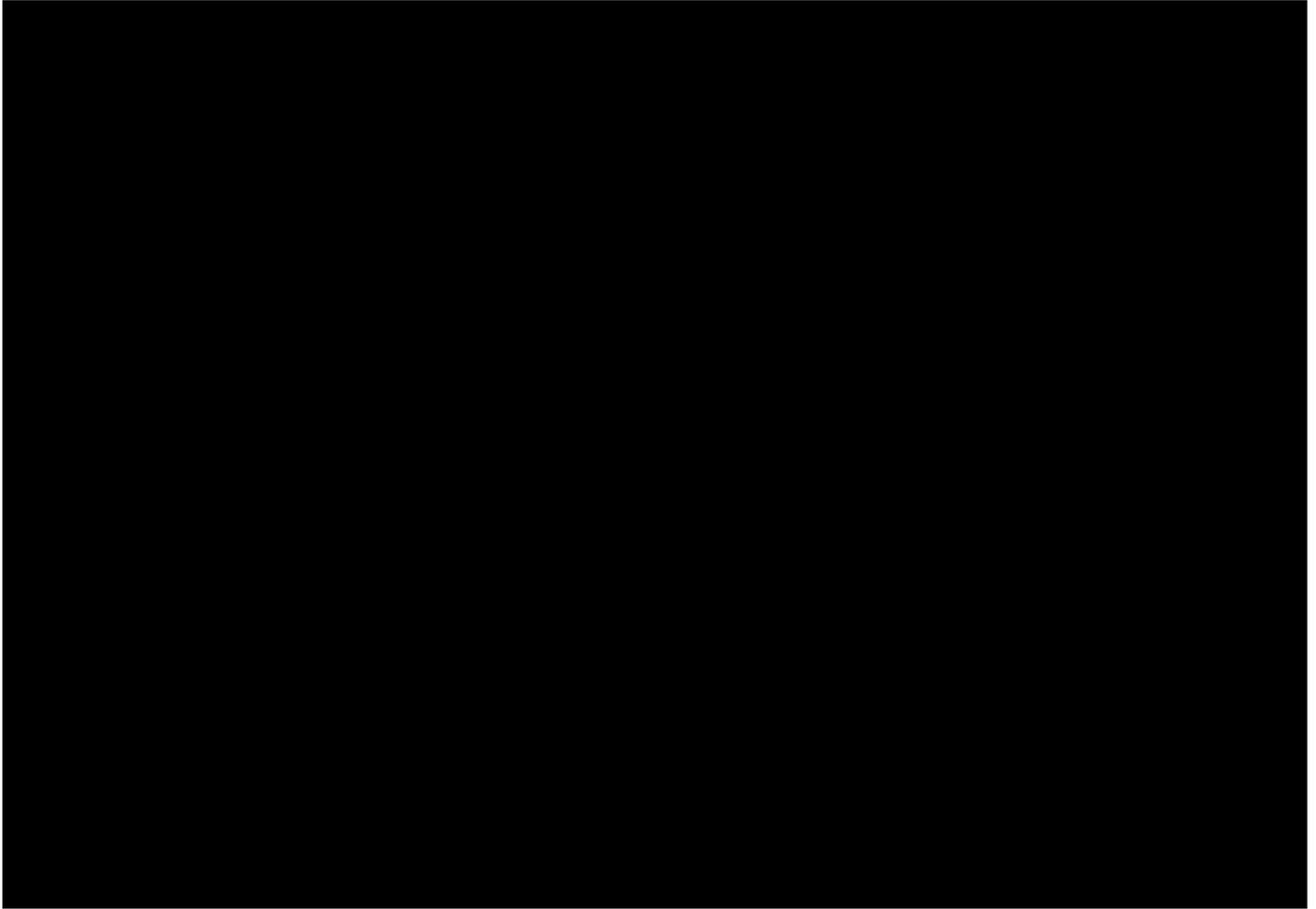
Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.:

- 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and
  - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph In addition to Paragraph The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer., the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Services to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services.
- 1.12 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

# RM6100-Lots 3b - Order-Form SP

Final Audit Report

2023-05-16



- ✔ Agreement completed.  
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