



International Information Bulletin for Clients - Miscellaneous Equipment Specifications (MESs)

The purpose of this bulletin is to describe IBM practices associated with purchase and installation of Miscellaneous Equipment Specifications (MESs), also known as “conversions”, “upgrades”, “downgrades”, “changes” and “sales changes” for an installed machine.

This bulletin is provided for informational purposes only. The sale of IBM MES offerings and associated services are governed by the terms and conditions of those transactions, including the terms and conditions of the associated products and services; the information in this bulletin does not alter or modify any such terms and conditions or any other agreement in effect with IBM.

DEFINITION

An MES is a change to an installed machine. Each MES is announced and available for purchase from IBM (or through an authorized IBM Business Partner), and adds, removes, or enables hardware or functional capability in such a machine. For instance, an MES can add, remove or enable processor, memory, disk storage, input/output capacity, etc. Such changes are accomplished through the addition, removal, exchange, activation or conversion of machine feature(s), or the conversion of a machine type-model, but only to the extent announced and supported by IBM for the particular machine.

Some MESs require installation by IBM. Each such MES requires that the base machine be properly installed before the MES order is accepted by IBM, and at the time that the MES is installed.

PART 1: PURCHASE CONSIDERATIONS

An MES can be acquired by an end user client in either of two ways. When acquired directly from IBM, new MESs are purchased under the terms of the IBM Client Relationship Agreement or an equivalent master agreement in effect between the end user client and IBM; when acquired from an IBM Business Partner, the IBM Business Partner establishes the transaction terms governing acquisition of the MES, including but not limited to the purchase price, payment terms and other terms of acquisition.

Regardless of the channel of acquisition, each part affected by an MES has one of three classifications:

1. The part is an additional part that is being added to the machine's configuration. Each additional part is the property of the machine's owner;
2. The part is a removed part that is being removed from the machine either because the end user client has ordered the removal of a feature or because the MES results in a machine for which the part is not supported. Each removed part generally becomes the property of the machine's owner unless IBM (or the end user client's IBM Business Partner) specifies otherwise in a contract document associated with the MES transaction; or,
3. The part is a replacement part which replaces a part(s) in the machine, either physically or functionally, as result of the MES installation. Such MES is referred to as a Return Parts MES (RPMES), which creates at least one removed part from the base machine against which the MES is ordered, and is sold and priced under the condition that IBM takes ownership and possession of all parts removed through installation of the MES. Thus, with an RPMES, and upon IBM's request, any part removed from the base machine becomes the property of IBM and must be returned to IBM if either of the following applies:



- a. the part is physically replaced (that is, one or more parts are removed from a machine because one or more new parts are installed); or,
- b. the part is functionally replaced (that is, the function performed by one or more parts is now performed by one or more new parts).

Note: newly manufactured MESs are generally available only from IBM and IBM Business Partners. Other sources claiming to offer a newly manufactured MES should be verified by contacting IBM. Any change made to a machine that is not ordered as an MES is not an MES. IBM will not support any machine change arrived at by a modification that was never formally announced or tested by IBM.

Frequently Asked Questions

Q1: How do I know if an MES is an RPMES?

A1: IBM attempts to indicate which MESs include parts subject to RPMES rules in the associated IBM product announcement. In general, most model and feature conversions, feature exchanges, as well as some feature additions, are RPMESs. Further, when acquired directly from IBM, IBM attempts to identify each RPMES in a contract document governing a transaction. When acquired from an IBM Business Partner, the IBM Business Partner should provide a similar identification to the buyer.

Q2: For an RPMES, how can I tell which removed parts belong to IBM?

A2: All parts removed because they have been physically or functionally replaced as a result of an RPPMES installation become the property of IBM. In some cases, a part may be removed which has not been physically or functionally replaced. In such a case, that part remains the property of the machine's owner.

Q3: What is a RMER, and what if a removed part is not listed on a RMER?

A3: A Returned Machine Equipment Report (RMER) is a tracking document used internally by IBM for each RPMES. A RMER lists each removed part requiring special handling for their shipment back to IBM. The RMER is not a contractual document, and does not necessarily list all of the parts that may be removed (and thus does not list all parts that become the property of IBM) as a result of an RPMES installation.

Q4: I have several similar machines and several MESs ordered. Does it really matter which MES is installed on which machine?

A4: Yes, in most cases an MES must be installed on the machine (by serial number) against which it was ordered. For certain MESs acquired directly from IBM, it is a contractual requirement that they be installed on the machine against which they were ordered. Further, in many cases each MES is configured to exactly fit a specific machine. If the MES is installed on a different machine than the one it was ordered against, there is potential unsuitability of the MES which could impact operation and service of the machine. Further, IBM relies on accurate machine records, including exact configurations and notes of all MES activity. These records can affect the manufacturing of future upgrades, or ongoing service actions, for a particular machine. Corrupting these records by redesignating an MES may also affect a machine's warranty. To designate an MES for a different machine, the MES order must be cancelled and reordered for the proper machine.



Q5: I have moved parts from one machine to another such that when I purchase an RPMES upgrade for the first machine, parts that are expected to be removed (becoming property of IBM) are no longer present. Who maintains ownership of these parts since they are no longer in the machine?

A5: The parts which are expected to be replaced are the property of IBM and must be provided to IBM following installation of the RPMES. At the time the MES installation commences, IBM expects these parts to be installed in (or if applicable, attached to) the machine for which the MES was ordered. In this case, you must provide IBM with the expected parts by removing them from the machine where they are currently installed, and installing the parts in (or if applicable, attaching the parts to) the machine for which the MES was ordered. If you require assistance in this restoration, you may request IBM to transfer and/or reinstall these parts in the original machine; such work will be a billable IBM service outside the normal MES installation process. These parts must be genuine IBM parts that are in good working order. As part of IBM's installation of the MES, IBM's diagnostics will confirm that all parts are in good working order.

Q6: I have replaced original IBM parts with non-IBM parts. As part of an RPMES installation, these non-IBM parts are to be removed from the machine. Will IBM accept these parts to satisfy terms of the RPMES purchase?

A6: No. IBM only accepts the return to IBM of genuine IBM parts that are in good working order. In this case, you must provide identical IBM parts to satisfy the terms of the RPMES purchase. At the time the MES installation commences, IBM expects the genuine IBM parts to be installed in (or if applicable, attached to) the machine for which the MES was ordered. If you require assistance in this restoration, you may request IBM to transfer and/or reinstall these parts in the original machine; such work will be a billable IBM service outside the normal MES installation process. These parts must also be in good working order. As part of IBM's installation of the MES, IBM's diagnostics will confirm that all parts are in good working order.

Q7: I need to upgrade a machine that I own. Is it possible for me to lease the upgrade while maintaining ownership of the base machine?

A7: While possible to lease an MES in such a case, it is likely impractical. Machine ownership is associated with physical parts. Unless parts associated with an MES upgrade can eventually be physically split away from the base machine, the owner of the base machine should also be the owner of the MES. Please note that unless IBM makes generally available an ordering vehicle to split apart a certain machine, IBM does not warrant and will not support such splitting of the machine. Further, service of a machine requires authorization of the owner, so dual machine ownership could complicate the process of obtaining service for the machine. Before you enter into a position where the owner of the base machine is different from the owner of an MES installed on that machine, the owner of the base machine must agree to such an action, and both owners should agree on the machine's servicing and eventual disposition, prior to placing your MES order.

Q8: I need to permanently upgrade a leased machine with a microcode-only MES. Can I use a different leasing company for the upgrade?

A8: No. A permanent code-only MES (microcode, firmware, etc., which IBM commonly refers to as "machine code" and "licensed internal code") should only be acquired by the base machine's lessor since that company owns all of the physical parts that comprise the upgraded machine. IBM retains ownership of all installed machine code and licensed internal code, and such code is not separable from the machine to which it is licensed.



PART 2: WARRANTY CONSIDERATIONS

Each new IBM machine is sold with an IBM warranty. IBM specifies the warranty period (for example, 12 months) and type of service (for example, 9x5 on-site repair, mail-in exchange, etc.) provided during the warranty period for each machine; all parts that comprise a particular machine carry the same warranty terms and warranty period. Each part is entitled to only one period of IBM warranty in its lifetime, and that original warranty applies to any part replacing the original part during the original part's warranty period.

When a new machine is installed, its warranty period begins on the "Date of Installation" as that term is defined in IBM's contracts. For a machine acquired directly from IBM, the Date of Installation is defined in a combination of (i) the master agreement in effect between the end user client and IBM and (ii) the hardware transaction contract applicable to the acquisition of the machine; for machines acquired from an IBM Business Partner, Date of Installation is defined in IBM's Statement of Limited Warranty.

When a new part is installed as a result of an MES installation, there are two possible warranty scenarios:

1. The part is an "additional part" (as that term is defined in Purchase Considerations, above) to the machine and does not replace any previously installed part. In this case, the additional part is sold with the same warranty announced for the machine (that is, the same terms, including warranty period and type of warranty service). The new part's warranty period begins on its Date of Installation. Two examples follow:
 - An additional part is installed in a machine that has a 12 month warranty, four months after the machine was originally installed. The base machine's warranty will end 12 months after its Date of Installation. The new, additional part will receive an entire 12 month warranty, and thus the new part's warranty will end four months after the base machine's warranty ends.
 - An additional part is installed in a machine that has a 12 month warranty, 16 months after the machine was originally installed. At the time the additional part is installed, the base machine's warranty has expired. However, because the base machine had a 12 month warranty, the new additional part will also have a 12 month warranty which begins on the new part's Date of Installation and ends 12 months later.
2. The part is a "replacement part" (as that term is defined in Purchase Considerations, above) and replaces a previously installed (that is, removed) part. In this case, the replacement part assumes the "warranty status" (that is, the amount of remaining warranty, if any) of the part it replaces, unless that is contrary to local law. If no warranty remains, the replacement part assumes the "service status" of the machine (that is, the machine is covered under IBM post-warranty maintenance service contract, or it is not covered under such a contract), commencing on the part's Date of Installation. Two examples follow:
 - A replacement part replaces a removed part that has four months of remaining warranty. The replacement part assumes the warranty status of the replaced part, and thus has four months of warranty commencing on the replacement part's Date of Installation.
 - A replacement part replaces a removed part that has no remaining warranty. The replacement part assumes the warranty status of the replaced part, and thus is not warranted; the replacement part assumes the service status of the machine, so the part is immediately included in IBM's service for this machine, either under maintenance service contract or per-call service.



Frequently Asked Questions

Q9: You say I do not get the full (if any) warranty for replacement parts, yet following installation of an RPMES, my IBM maintenance charge for the machine does not increase until a time frame goes by that is equal to the warranty period -- why?

A9: When a machine covered under IBM maintenance service contract has an RPMES installed, IBM Service typically chooses to offer its end user clients a delay in increased maintenance charges associated with replacement parts when less than the full warranty period applies. This delay (typically equal to the full warranty period) should not be mistaken as a warranty, and it should not be considered an entitlement or precedent for future MES transactions.

Q10: What warranty do I get for an MES consisting of only microcode or a microcode key that activates or enables new, additional function or computing resources in a machine?

A10: Effectively, there would be no warranty associated with that MES because there are no new, additional parts being installed. The code or code key is treated as if it were a replacement part. The physical parts in which the additional function or computing resources are activated are already installed in the machine, and have already been warranted.

Q11: I have just upgraded my machine from a three-way to a four-way processor. This upgrade only involves installation of new microcode which activates the fourth processor. Do I get warranty on this fourth processor since it is now available to me?

A11: There is no additional warranty on the newly activated the fourth processor since there are no additional parts being installed, as per Answer 10 above. If your machine is under a maintenance service contract with IBM, there may be a delay until the maintenance fee associated with the activated processors is charged, as per Answer 9 above. Because the part(s) associated with the fourth processor were previously installed, those parts were covered under the machine's warranty commencing on the part's Date of Installation, even though the processor was not available for use.

Q12: I have just upgraded my machine from a three-way to a four-way processor. This upgrade included the replacement of the three-way processor card with a new four-way processor card. Do I get any warranty on the new processor card?

A12: There is no additional warranty on the new processor card because it physically (and functionally) replaces the previous processor card. If there is any remaining warranty period for the original card, that warranty period would carry over to the replacement card, as described in "Scenario 2" above; otherwise the replacement card would assume the service status of the machine, also as described in Scenario 2 above.



PART 3: INSTALLATION CONSIDERATIONS

IBM machines are designated as either “Installation by IBM” (IBI, which is sometimes called “IBM Installation” or IBMI) or “Client Set-Up” (CSU, which is sometimes called “Customer Set-Up”). An RPMES is usually IBI, regardless of the base machine’s designation, whereas other MESs typically follow the designation of the base machine, but may differ based on MES content.

Prior to IBM installing an IBI MES, IBM will verify that the machine is in good working order and, as necessary, that any prerequisites and co-requisites (for example, announced Engineering Changes, or “ECAs”) are present on the base machine, as directed by the MES’ installation instructions.

Frequently Asked Questions

Q13: My machine is not maintained by IBM. Can another party, such as my service provider (frequently referred to as a “third party maintainer”, or TPM), install a new IBM MES?

A13: No, not if the MES is designated as “Installation by IBM” (IBI). MES packaging protects its integrity, which is why IBI MES containers are marked with explicit warnings that only authorized IBM personnel are to open them. If the MES is designated “Customer Set-Up” (CSU), anyone may open the container(s) and perform the installation. Should an IBI MES not be installed by IBM, the machine, including the MES, may not be supported by IBM (including warranty claims) without (i) IBM first performing a billable inspection of the machine, and (ii) the end user client resolving any issues discovered by that inspection.

Q14: Since my machine is not maintained by IBM, will IBM charge me for installation of an IBI MES?

A14: No, the price of an IBI MES includes normal installation by IBM. That is, IBM will not charge for the MES installation provided (i) there are no issues with the machine’s readiness for the MES installation, including that the machine is in good working order (this is further described in answers below); (ii) the installation is performed during the machine’s warranty service hours (that is, if the machine’s warranty includes on-site service by IBM 9x5, then MES installation will be no charge if the MES is installed during a 9x5 time period); and (iii) the client allows IBM to install the MES within six months following the MES’ shipment. An end user client will be charged by IBM for an MES installation that does not meet the above requirements.

Q15: My machine is not maintained by IBM. Can another company, such as a TPM, install a new IBM MES which consists only of microcode or a microcode key?

A15: It depends on how the MES is designated. For an IBI MES, only IBM may perform the installation.

Q16: Since IBM requires that IBM install IBI MESs, what pre-installation preparation do I have to do if my machine is not maintained by IBM?

A16: If your machine is not serviced by IBM it is your responsibility (or possibly that of your TPM) to ensure the machine is at the proper level and condition prior to IBM’s installation of the MES. In Europe, the Middle East, and African countries, you should order any prerequisite and co-requisite ECAs and arrange to have them installed by IBM. In all other countries, IBM will provide a list of any pre-requisites and/or co-requisites which must be installed on the base machine prior to installation of the MES. This list is included as part of the installation instructions shipped with the MES. As necessary, IBM will verify that all prerequisites and co-requisites have been installed, and that the machine is in good working order, prior to installation of the MES.

Q17: What if, during the verification prior to an MES installation, IBM detects that a machine not maintained by IBM requires either repair or installation of a pre-/co-requisite?



A17: Should IBM identify a defect or a missing pre-/co-requisite, we will stop the MES installation activity and notify the client that the machine requires service. In such an instance, IBM's country-specific billing practices will be followed. Should IBM detect an issue with the base machine, the client may authorize IBM to perform the necessary, billable service and then resume MES installation, or the client may reschedule the MES installation for a time following resolution of the identified deficiency.

Q18: Some IBM machines offer "concurrent" upgrades, which are MESs that can be installed without having to interrupt the operation of the machine. Is it possible for IBM to install concurrent upgrades on machines that are not maintained by IBM?

A18: Concurrent upgrades can be performed on machines that are not maintained by IBM provided the end user client assures IBM that all required prerequisites and co-requisites for the subject MES, including ECAs, are installed on that machine, and no known machine problems exist. Also, all unresolved errors that are logged in the error history need to be made available for review by IBM to ensure that there are no preexisting conditions that may interfere with successful MES installation. The end user client (or their TPM) should ensure that the machine can accept the concurrent upgrade. If such assurance can not be provided, IBM can perform validation work, billable to the end user client, to ensure that the machine meets all of the prerequisite and co-requisite conditions for the MES; as an alternative in some cases (as determined solely by IBM), IBM can install the MES in a non-concurrent (powered-down) system status.

Q19: In the above example of a concurrent upgrade for a machine not maintained by IBM, what happens if, as a result of the validation exercise, IBM uncovers a defect, unresolved failure(s) as indicated by the machine's error history and/or service logs, or down-level condition?

A19: In this case, the end user client must decide how IBM should proceed. The alternatives are the following: either (i) IBM will cease all activity and turn the machine back to the end user client (with no action taken or no change(s) made to the machine); or (ii) as a service billable to the end user client, IBM will run additional diagnostics to determine the exact status of the machine and install the necessary prerequisites.

Q20: In the above example of a concurrent upgrade for a machine not maintained by IBM, what happens in the event that the end user client requests IBM to install the MES without prior IBM validation testing, or the end user client assures IBM that the machine is at the proper level, and a defect or down-level condition is then encountered during IBM's installation of the MES?

A20: IBM will offer one of the following options to the end user client: either (i) IBM will cease all activity at that point and turn the machine back to the end user client in good operating condition (as found prior to beginning the MES installation, with no change(s) made to the machine); or (ii) IBM will continue with the installation, but the end user client must accept responsibility for proceeding, along with the additional IBM fees for billable services beyond the scope of installing the original MES.

Note: Any billable service time associated with installation of an MES, such as described in Answers 17, 19 and 20, will be billed to the end user client at IBM's prevailing Hourly Service rates, terms, and conditions.