

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

United Kingdom Research and Innovation
(Registered No. N/A)

and

CDW Limited
1 New Change, London, EC4M 9AF
(Registered No. 02465350)

Thursday 21st December 2023

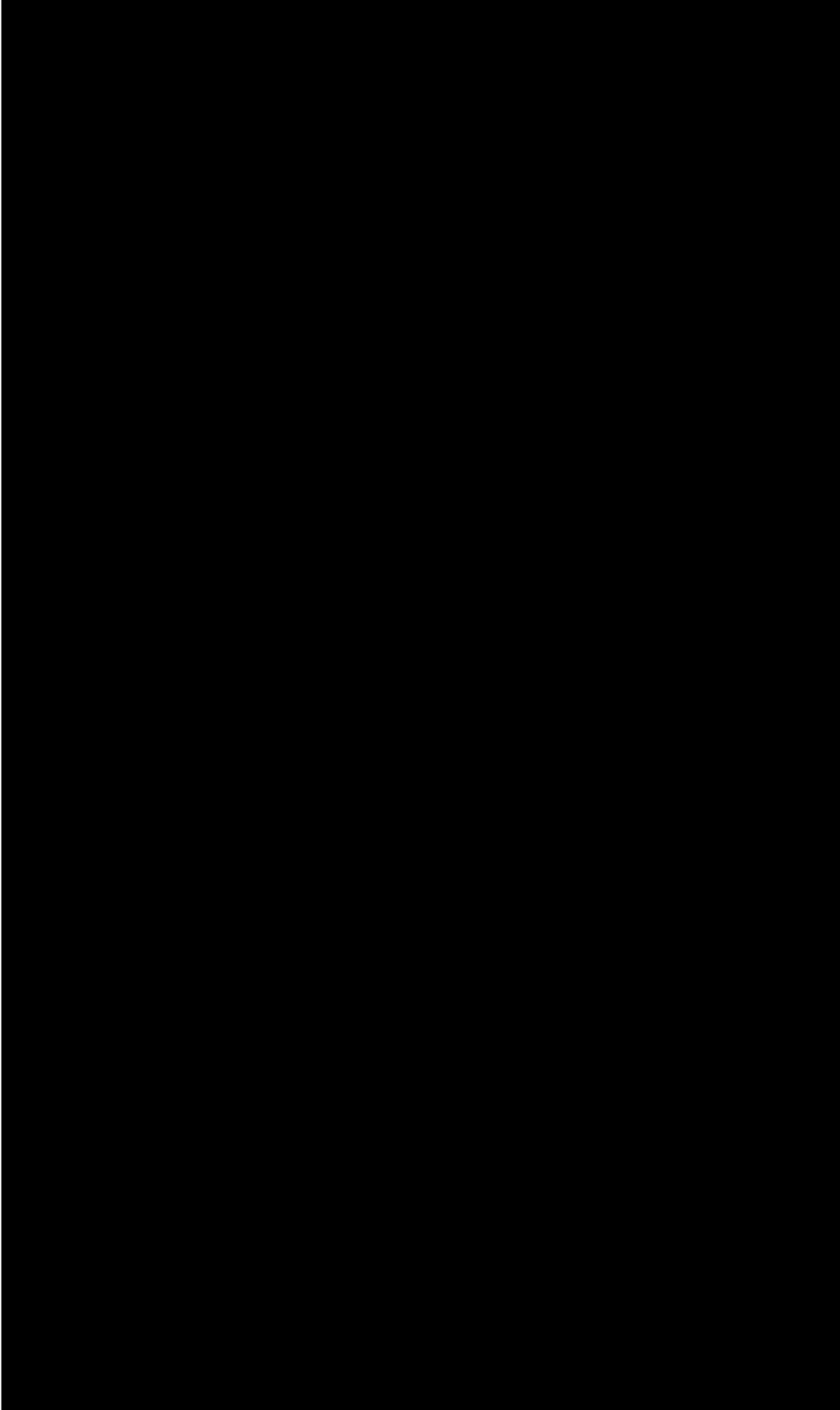
Dear Sirs

Call-Off Contract No. DDaT23534 for the supply of Goods, Services and/or Software

- 1 Further to the Framework Agreement dated 1st February 2023 – 31st January 2025, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 The particulars of this Call-Off Contract are set out below:


Item	Description
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT23534 .
Parties	Between: (1) UK Research and Innovation (UKRI) – Science and Technology Facility Council (STFC) a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (Customer); and (2) CDW Limited , (company number 02465350) whose registered office is at [1 New Change, London, EC4M 9AF (Supplier).
Call-Off KPIs (Cl. 1.1)	

	<table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.</td><td>Delivery of Goods</td><td>100% of Goods delivered on time in full.</td></tr><tr><td>Product reliability</td><td>Failure rate of Goods under warranty</td><td>Less than 1% of Goods provided have reported faults</td></tr><tr><td>Respond to all operational enquiries in line with contract DDaT23223.</td><td>Provision of Response</td><td>95%</td></tr></table>	Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.	Delivery of Goods	100% of Goods delivered on time in full.	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults	Respond to all operational enquiries in line with contract DDaT23223.	Provision of Response	95%
Performance Target	Key Indicator	Performance Measure											
Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.	Delivery of Goods	100% of Goods delivered on time in full.											
Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults											
Respond to all operational enquiries in line with contract DDaT23223.	Provision of Response	95%											
Charges (Cl.1.1)	The Charge(s) for this Order is: £206,254.77 (two hundred and six thousand, two hundred fifty-four pounds and seventy-seven pence) excluding VAT.												
Access Date (Cl.1.1)	The Software shall be accessible from the date of the delivery of the goods.												
Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.												
Contract End Date (Cl. 1.1)	Means: 3 years after final delivery and installation of the relevant Goods and/or Software (in full) (including any replacement Goods and/or Software required under Clause 6.3)												
Customer Liability Cap (Cl. 1.1)	100% of the Order value unless mutually agreed otherwise by the Customer and the Supplier. Means the amount of £206,254.77 (two hundred and six thousand, two hundred fifty-four pounds and seventy-seven pence) excluding VAT.												
Delivery Date(s) (Cl. 1.1)	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none">Friday 29th March 2024.												

Defects Rectification Period (Cl. 1.1)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 (twelve) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under Clause 6.5 of the Call-Off Terms and Conditions, the period ending 12 (twelve) months after replacement of such Goods.
Goods (Cl. 1.1)	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> 

Installation Date (Cl. 1.1)	The Software shall be installed upon successful delivery of the goods.
Premises (Cl. 1.1)	The Goods are to be delivered to and/or the Services are to be supplied at British Antarctic Survey High Cross, Madingley Road, Cambridge

	CB3 0ET
Services (Cl. 1.1)	The Services to be supplied under this Call-Off Contract are as per the below Annex A brief.
Software (Cl. 1.1)	The Software to be supplied under this Call-Off Contract is as per the below Annex A brief.
Software Specification (Cl. 1.1)	The Software shall meet the technical/functional specification as per the document "Cisco Catalyst and Cisco DNA Software Subscription Matrix for Switching" attached in the Annex 1 below.
Software Warranty Period (Cl. 1.1)	The Software Warranty Period shall be 36 months from the installation date.
Services Commencement Date (Cl. 1.1)	Supply of the Services is to commence on the date of the successful delivery of the goods.
Services End Date (Cl. 1.1)	Supply of the Services is to end 3 years after the successful delivery date.
Supplier Liability Cap (Cl. 1.1)	Means the amount of £257,818.46 (two hundred fifty-seven thousand, eight hundred eighteen pounds and forty-six pence) excluding VAT.
Instalments (Cl. 8.4)	<p>The stages of payment described in Clause 8.4 of the Call-Off Terms and Conditions are appended to this Call-Off Contract detailed below.</p> <p>The payment profile for this Call-Off Contract is payment upon satisfactory delivery and receipt of goods.</p> <p>All invoices must include a valid purchase order number and the DDaT reference DDaT23534.</p> <p>All invoices shall be sent to [REDACTED] for processing.</p>
Notices (Clause 19.3)	<p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the Customer:</p> <p>To: British Antarctic Survey High Cross, Madingley Road, Cambridge CB3 0ET</p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of the Supplier:</p> <p>To: CDW Limited 1 New Change,</p>

	London, EC4M 9AF
	Marked for the attention of: 
Data Protection Particulars (Schedule 4)	Not applicable.

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully



for and on behalf of the **CUSTOMER**

Name:



Designation:



Date: 22/12/2023

Accepted and acknowledged by:



for and on behalf of **SUPPLIER**

Name:

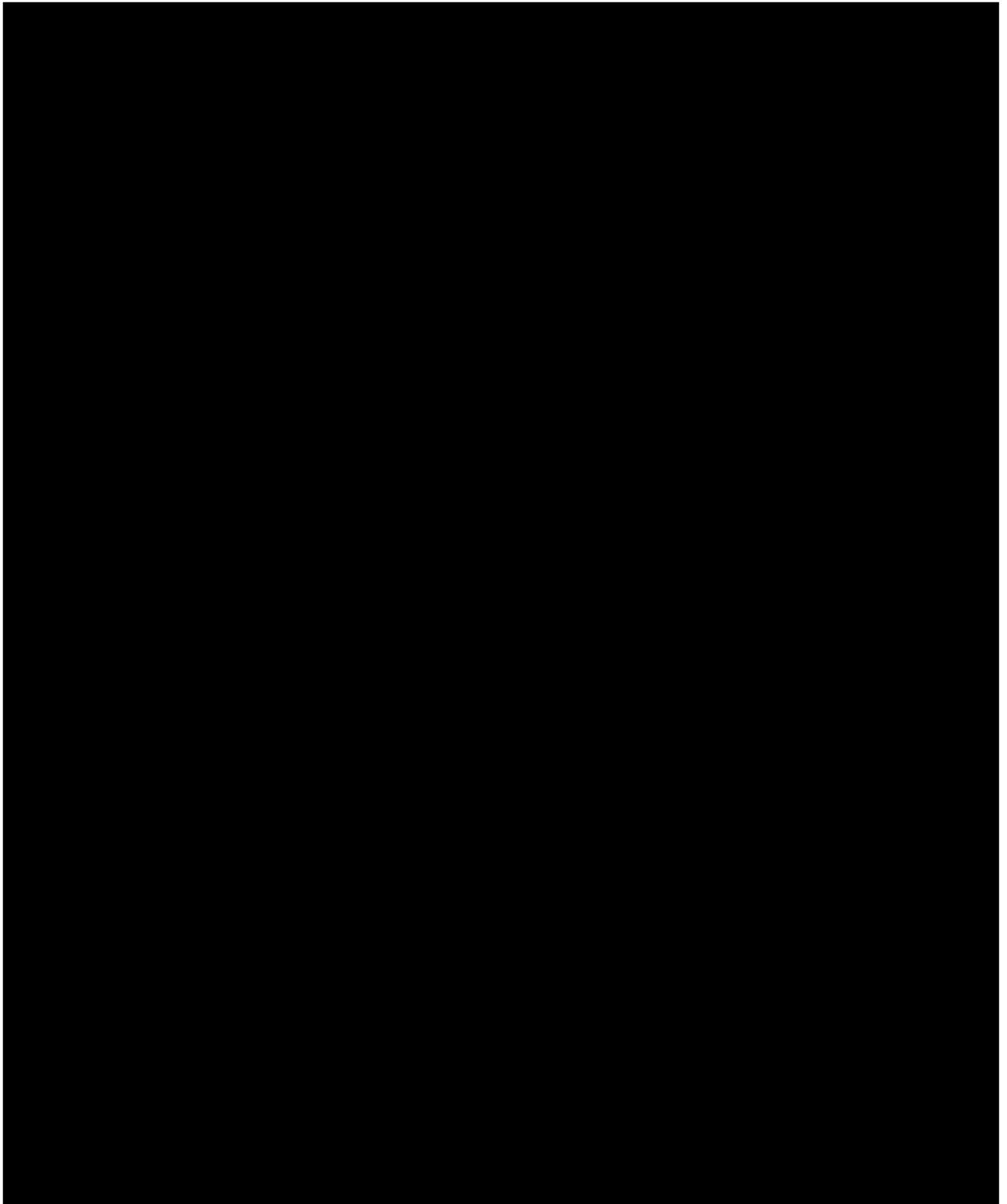


Designation:



Date: 21/12/2023

Annex A: Brief



Annex 1:

