

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation
Polaris House, North Star Avenue, Swindon, SN2 1FL

Trustmarque Solutions Ltd

85 Great Portland Street, London, W1W 7LT
Registered No. 2183240

26TH March 2024

Dear Sirs


Call-Off Contract No. [REDACTED] for the supply of Goods, Services

- 1 Further to the Framework Agreement dated 1st February 2023, 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 [REDACTED] SSSNA LOT 5
Parties	Between: (1) UK Research and Innovation, whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (Customer); and (2) Trustmarque Solutions LTD(company number 02183240) whose registered office is at 85 Great Portland Street, London, W1W 7LT (Supplier).
Call-Off KPIs	Not applicable.

Charges (Cl.1.1)	<p>The Charge for this Order is: £121,349.46 excluding VAT One hundred and two-one thousand, three hundred and forty-nine pounds and forty-nine pence.</p> <p>The value of this contract shall not exceed £121,349.49 excluding VAT The Charges shall be invoiced upfront and paid in advance on receipt of a valid purchase order.</p>
Access Date (Cl.1.1)	The Service shall be provided from 13 th of July 2024
Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.
Contract End	Means: The Services End Date is 12 th July 2025.

Customer Liability Cap (Cl. 1.1)	100% of the Charges of this Call-Off Contract. Means the amount of £121,349.46 excluding VAT, One hundred and two-one thousand, three hundred and forty-nine pounds and forty-nine pence.
Delivery Date(s)	N/A
Defects Rectification Period	N/A
Goods	N/A
Installation Date	N/A
Premises	The Services shall be provided remotely.
Services	<p>The Services to be supplied under this Call-Off Contract are as follows:</p> <p>██████████ (Software and Hardware) for MRC LMB's 2 x Isilon Clusters built of A2000 nodes</p> <p>To Run : 13/07/24 until 12/07/25</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p>

	<div></div> <p>Under this Call-Off Contract the Supplier is reselling third-party Services from Dell. The Services described in this Call-Off Contract will be provided and supported directly from Dell in accordance with the following terms and conditions:</p> <div> dell-prosupport-for -infrastructure-sd-e</div>
Software	N/A
Software Specification	N/A
Software Warranty Period	N/A
Services Commencement Date	Supply of the Services is to commence on 13 th of July 2024
Services End Date	Supply of the Services is to end on 12 th of July 2025.

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Supplier Liability Cap (Cl. 1.1)	Means 125% of this Call-Off Contract or the amount of £151,686.86.														
Instalments (Cl. Error! Reference source not found.)	N/A														
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: MRC Laboratory, of Molecular Biology, Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, CB2 0QH</p> <p>[REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of the Supplier</p> <p>To: Trustmarque Solutions Ltd, 85 Great Portland Street, London, W1W 7LT</p> <p>Marked for the attention of: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>														
Data Protection Particulars (Schedule 4)	<table><tr><td>The subject matter and duration of the Processing</td><td>N/A</td><td></td></tr><tr><td>The nature and purpose of the Processing</td><td>N/A</td><td></td></tr><tr><td>The type of Personal Data being Processed</td><td>N/A</td><td></td></tr><tr><td>The categories of Data Subjects</td><td>N/A</td><td></td></tr></table>			The subject matter and duration of the Processing	N/A		The nature and purpose of the Processing	N/A		The type of Personal Data being Processed	N/A		The categories of Data Subjects	N/A	
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The nature and purpose of the Processing	N/A														
The type of Personal Data being Processed	N/A														
The categories of Data Subjects	N/A														

- 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

Accepted and acknowledged by:

██████████
for and on behalf of the UK Research
and Innovation

██████████
.....
for and on behalf of **SUPPLIER**

Name:

Name: ██████████

Designation:

Designation: Commercial Manager

Date:

Date: 04/04/2024

Annex A: Brief



