

Schedule 3: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation (UKRI), whose registered office is at STFC, Polaris House North Star Avenue, Swindon SN2 1FL (“Member Institution”) (which includes any successors) and

Dell Corporation Limited whose registered office is at 1st & 2nd Floor One Creechurch Place London EC3A 5AF (Registered No. 02081369)

12th January 2024

Dear Jason

Call-Off Contract No. DDaT23427 for the supply of Goods, Services and/or Software

- 1 Further to the Framework Agreement dated 01/02/2023, 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 DDaT23427						
Parties	Between: (1) UK Research and Innovation (UKRI) whose registered office is at STFC, Polaris House North Star Avenue, Swindon SN2 1FL (Customer); and (2) Dell Corporation Limited company number 02081369 whose registered office is at 1 st & 2 nd Floor One Creechurch Place London EC3A 5AF (Supplier)						
Call-Off KPIs (Cl. Error! Reference source not found.)	<table border="1" data-bbox="462 1766 1276 1833"> <thead> <tr> <th data-bbox="462 1766 760 1833">Performance Target</th> <th data-bbox="760 1766 1011 1833">Key Indicator</th> <th data-bbox="1011 1766 1276 1833">Performance Measure</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Performance Target	Key Indicator	Performance Measure			
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	99% of Goods delivered on time in full
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	99% of Goods available at all times
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within four working hours.	Provision of Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email,	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
Charges (Cl.1.1)	The Charge(s) for this Order is: £469,343.00 Excluding VAT GBP		
Access Date (Cl.1.1)	N/A		
Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.		

Contract End Date (CI. Error! Reference source not found.)	Means: <ul style="list-style-type: none"> 31st March 2029
Customer Liability Cap (CI. 1.1)	100% of the Order value, to a maximum of £50,000 unless mutually agreed otherwise by the Customer and the Supplier (complete below)
Delivery Date(s) (CI. Error! Reference source not found.)	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none"> All delivery dates are estimates.
Defects Rectification Period (CI. Error! Reference source not found.)	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 Error! Reference source not found.] of the Call-Off Terms and Conditions, the period ending (twelve) months after replacement of such Goods.
Goods (CI. Error! Reference source not found.)	The Goods to be supplied under this Call-Off Contract are as follows: <div data-bbox="511 1060 1282 1367" style="background-color: black; width: 100%; height: 100%; margin-top: 10px;"></div>
Installation Date (CI. Error! Reference source not found.)	The Software shall be installed on 31 st March 2024
Premises (CI. Error! Reference source not found.)	The Goods are to be delivered to and/or the Services are to be supplied at: Hardware will be delivered from Dell Corporation LTD to Alces Flight Ltd Wil Mayers Alces Flight Ltd, 4 Murdock Road, Bicester, OX26 4PP

	<p>Alces Flight LTD will transport hardware to STFC RAL for installation</p> <p>STFC RAL, Fermi Ave, Harwell, Didcot, OX11 0QX</p>
<p>Services (Cl. Error! Reference source not found.)</p>	<p>The Services (where applicable) to be supplied under this Call-Off Contract are as follows:</p> <ul style="list-style-type: none"> As per quotes
<p>Software (Cl. Error! Reference source not found.)</p>	<p>The Software to be supplied under this Call-Off Contract is as follows:</p> <ul style="list-style-type: none"> N/A
<p>Software Specification (Cl. Error! Reference source not found.)</p>	<p>The Software shall meet the following technical/functional specification:</p> <p>N/A</p>
<p>Software Warranty Period (Cl. Error! Reference source not found.)</p>	<p>The Software Warranty Period shall be: N/A</p>
<p>Services Commencement Date (Cl. Error! Reference source not found.)</p>	<p>Supply of the Services (where applicable) is to commence on 31st March 2024</p>
<p>Services End Date (Cl. Error! Reference source not found.)</p>	<p>Supply of the Services (where applicable) is to end on 31st March 2029</p>
<p>Supplier Liability Cap (Cl. 1.1)</p>	<p>As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier</p>

<p>Instalments (Cl. Error! Reference source not found.)</p>	<p>The stages of payment described in Clause Error! Reference source not found. of the Call-Off Terms and Conditions are detailed below</p>	
<p>Notices (Clause 19.3)</p>	<p>Any written notice provided under Clause 18 shall be sent: In the case of the Customer:</p> 	
<p>Data Protection Particulars (Schedule 4)</p>	<p>The subject matter and duration of the Processing</p>	<p>The parties will Process Personal Data in the context of:</p> <p><i>The subject matter and duration of the Processing shall be in accordance with the relevant order for Goods and/or Services.</i></p>
	<p>The nature and purpose of the Processing</p>	<p>The Processing will be for the purposes of:</p> <p>Nature of Processing:</p> <ul style="list-style-type: none"> • <i>IT support: Processor mainly processes IP-addresses, MAC-addresses or other technical IDs of IT-systems that are possibly assigned to a person. This generally happens, if necessary, by analyzing error-logs.</i> • <i>Support services: Processor personnel may come into contact with Personal Data, contingent of Controller's internal policies, on the</i>

	<p><i>occasion of providing the customer and technical support services. This may happen by providing remote support or when entering Controller's premises to do hardware repair. In these occasions, the person incidentally may see documents, name tags, content on screens. The same may apply in cases of remote support screen sharing (e.g. via webex), if the Controller has not closed the relevant programs/software before the connection is established.</i></p> <ul style="list-style-type: none"> <i>• Trace dump files: For certain products and in certain support situations a trace dump file may be analysed to assess the problem. A trace dump contains the read/write or transfer activity associated with an error. The content is generally written in OS error format and is agnostic to file types. Reconstruction of files and their potential content is not part of the analysis. It is highly unlikely that any personal information will be readable during the analysis.</i> <i>• Data storage devices: Return or refurbishing of hardware storage devices (e.g. HDDs, SSDs, etc.), all data contained will be deleted or destroyed in automated processes.</i> <p>Purpose of Processing:</p> <p><i>Personal Data will be processed for the purpose of providing warranty- and support- related and/or deployment services, as relevant and defined by the selected service levels and support options. The Agreement and the relevant service descriptions and statements of work shall apply for the specifics and possible additional services.</i></p>
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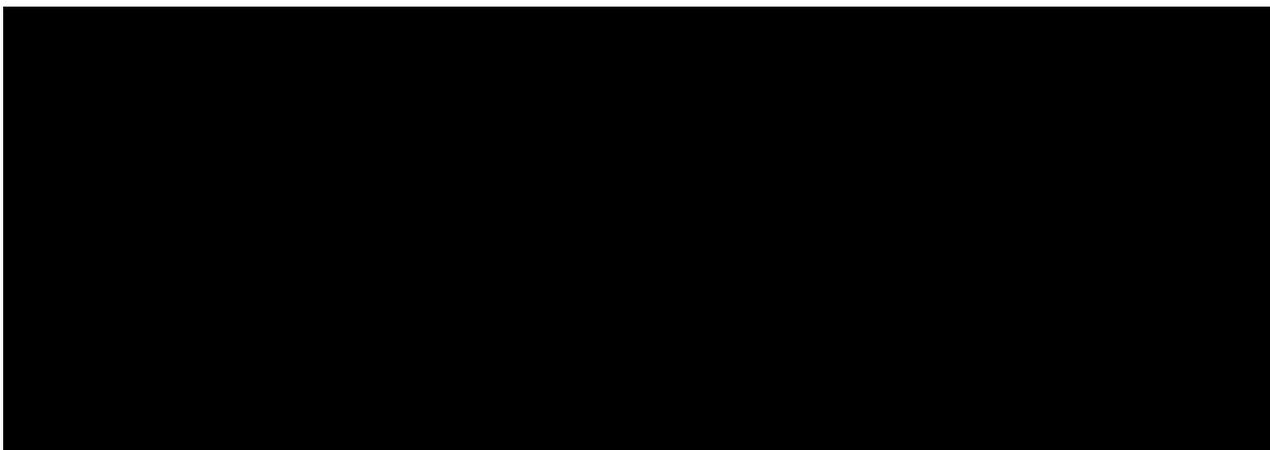
	<p>The type of Personal Data being Processed</p>	<p>The Personal Data will include:</p> <ul style="list-style-type: none"> • <i>Contact details: which may include name, address, email address, telephone, fax, other contact details, emergency contact details, associated local time zone information.</i> • <i>Customer details: which may include contact details, invoicing and credit related data.</i> • <i>IT systems and operational information: which may include personal identifiers, voice, video and data recordings, user ID and password details, computer name, email address, domain name, user names, passwords, IP address, permission data (according to job roles), account and delegate information for communication services, individual mailboxes and directories, chat communication data, software and hardware inventory, tracking information regarding patterns of software and internet usage (e.g. cookies), and information recorded for operational and/or training purposes).</i> • <i>Data subjects' email content and traffic/transmission data; online interactive and voice communications (such as blogs, chat, webcam and networking sessions); support services (incidental access may include accessing the content of email communications and data relating to the sending, routing and delivery of emails).</i> • <i>Other: Any other Personal Data submitted by Customer to Provider as Customer's Processor.</i>
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	<p>The categories of Data Subjects</p>	<p>The Data Subjects will include:</p> <ul style="list-style-type: none"> • <i>The data subjects are Customer's end users, employees, contractors, suppliers and other third parties relevant to the Services.</i>
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- 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;

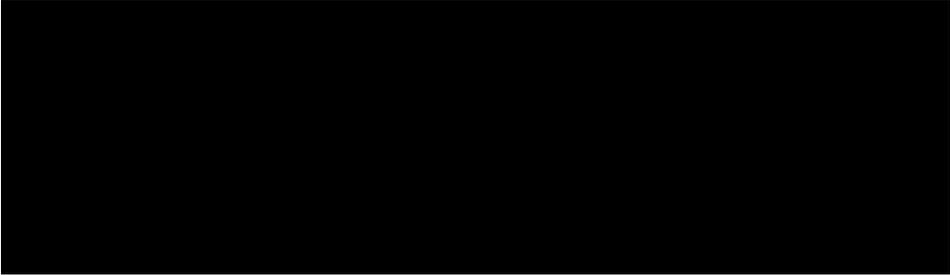
Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.





Annex A: Brief

Dell Corporation Limited will provide UKRI with the below hardware and services as detailed in the attached quotations;

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Part 2 – Call-Off Terms and Conditions



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Terms 2023 FINAL.doc