

## Schedule 1: Call-Off Contract

### PART 1 – ORDER FORM

**UNITED KINGDOM RESEARCH AND INNOVATION**  
(A statutory corporation)

and

**DELL CORPORATION LIMITED**  
1st & 2nd Floor,  
One Creechurch Place,  
London,  
England, EC3A 5AF  
(Registered No. **02081369**)

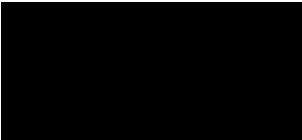
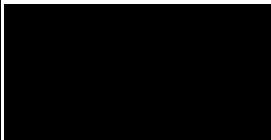
14<sup>th</sup> February 2024

Dear Sirs

**Call-Off Contract No. DDaT24010 for the supply of DELL Switches, Services and Software**

- 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
<b>Order Form Reference:</b> (Front page of Call-Off Terms and Conditions)	The Order Form Reference is <b>DDaT24010</b> .
<b>Parties</b>	<b>Between:</b>  (1) <b>UNITED KINGDOM RESEARCH AND INNOVATION</b> , a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ( <b>Customer</b> )  and  (2) <b>DELL CORPORATION LIMITED</b> (company number <b>02081369</b> ) whose registered office is at 1st & 2nd Floor, One Creechurch Place, London, England, EC3A 5AF ( <b>Supplier</b> )

<b>Call-Off KPIs</b> (Cl. 1.1)	<b>Performance Target</b>	<b>Key Indicator</b>	<b>Performance Measure</b>
	Guarantee to deliver all hardware and services specified on Dell quote 	Delivery of Goods	99% of hardware and services specified on Dell quote 
	covered under this Contract within the lead-times specified to member locations throughout the UK.		delivered on time in full.
	Stock availability of replacement hardware parts (same model or identical technical performance and specification) throughout the Term (of this Contract).	Product Availability	99% of replacement hardware parts available for next business day despatch by courier or supplier's support engineer onsite visit
	Respond to all operational enquiries within four working hours.	Provision of Response	95% of all queries responded to within four working hours
	Reliability of all server systems and hardware components utilised under this Contract.	Availability and Down Time	Systems and components are reliable 99% of the time during the Term (of this Contract), excluding time periods between fault being initially observed and query being raised with supplier's (Dell) support.
<b>Charges</b> (Cl.1.1)	The value of this contract shall not exceed £399,940.00 (three hundred and ninety nine thousand, nine hundred and forty pounds) excluding VAT.		
<b>Access Date</b> (Cl.1.1)	The Software and support services shall be accessible from the date of the delivery of the goods.		

<b>Adjustments to the Charges</b> (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.
<b>Contract End Date</b> (Cl. 1.1)	60 months after final delivery of the relevant Goods and Software (in full) (including any replacement Goods and/or Software required under Clause 6.3)
<b>Customer Liability Cap</b> (Cl. 1.1)	100% of the Order value, unless mutually agreed otherwise by the Customer and the Supplier  Means the amount of £399,940.00 (three hundred and ninety nine thousand, nine hundred and forty pounds) excluding VAT.
<b>Delivery Date(s)</b> (Cl. 1.1)	The Supplier shall deliver the majority of the Goods (with best endeavours) by the following date(s):  <ul style="list-style-type: none"> <li>• 29<sup>th</sup> March 2024</li> </ul> And the remainder of the goods by:  <ul style="list-style-type: none"> <li>• 12<sup>th</sup> April 2024</li> </ul>
<b>Defects Rectification Period</b> (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.
<b>Goods</b> (Cl. 1.1)	<b>The Goods to be supplied under this Call-Off Contract are as detailed below in the Annex A: Brief</b>
<b>Installation Date</b> (Cl. 1.1)	The Software shall be installed upon successful delivery of goods.
<b>Premises</b> (Cl. 1.1)	The Goods are to be delivered to and/or the Services are to be supplied to: <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <b>Medical Research Council, P2P Admin/Goods In, MRC at MLC Harwell, Chilton, OX11 0RD, Oxfordshire, Didcot Great Britain</b>
<b>Services</b> (Cl. 1.1)	The Services to be supplied for each of the switches purchased under this Call-Off Contract are as follows:  <ul style="list-style-type: none"> <li>• <b>Please see details in Annex A: Brief</b></li> </ul>
<b>Software</b> (Cl. 1.1)	The Software to be supplied for each of the switches purchased under this Call-Off Contract is as follows:  <ul style="list-style-type: none"> <li>• <b>Please see details in Annex A: Brief</b></li> </ul>

	with operating system installed and hardware compatibility queries raised with supplier's (Dell) technical support.
<b>Software Specification</b> (Cl. 1.1)	<p>The Software shall meet the following technical/functional specification:</p> <ul style="list-style-type: none"> <li>• <b>Please see details in Annex A: Brief</b></li> </ul> <p>with operating system hardware compatibility queries to be responded by supplier's (Dell) support within four working hour period specified for Dell ProSupport.</p>
<b>Software Warranty Period</b> (Cl. 1.1)	<p>The Software Warranty Period shall be:</p> <ul style="list-style-type: none"> <li>• <b>Please see details in Annex A: Brief</b></li> </ul> <p>with operating system hardware compatibility queries to be responded by supplier's (Dell) support within four working hour period specified for Dell ProSupport.</p>
<b>Services Commencement Date</b> (Cl. 1.1)	Supply of the Services (where applicable) is to commence on the date of the shipment of the goods.
<b>Services End Date</b> (Cl. 1.1)	Supply of the Services (where applicable) is to end 60 months after the shipment date of the goods.
<b>Supplier Liability Cap</b> (Cl. 1.1)	<p>As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier</p> <p>Means the amount of £399,940.00 (three hundred and ninety nine thousand, nine hundred and forty pounds) excluding VAT.</p>
<b>Instalments</b> (Cl. 8.4)	The payment profile for this Call-Off Contract is payment upon satisfactory delivery and receipt of goods. All invoices must include a valid purchase order number and the DDaT reference <b>DDaT24010</b> . All invoices shall be sent to <a href="mailto:Finance@uksbs.co.uk">Finance@uksbs.co.uk</a> for processing.
<b>Notices</b> (Clause 18.1 & 20.1)	<p>Any written notice provided under Clauses 18.1 and 20.1 shall be sent:</p> <p>In the case of the Customer:</p> <p>To:</p> <p>Medical Research Council, MRC at MLC Harwell, Chilton, OX11 0RD, Oxfordshire, Didcot Great Britain</p> <p>Marked for the attention of: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>In the case of the Supplier:</p>

	To:  Dell Corporation Limited 1st & 2nd Floor One Creechurch Place London EC3A 5AF  Marked for the attention of: <span style="background-color: black; color: black;">[REDACTED]</span>
<b>Data Protection Particulars (Schedule 4)</b>	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.

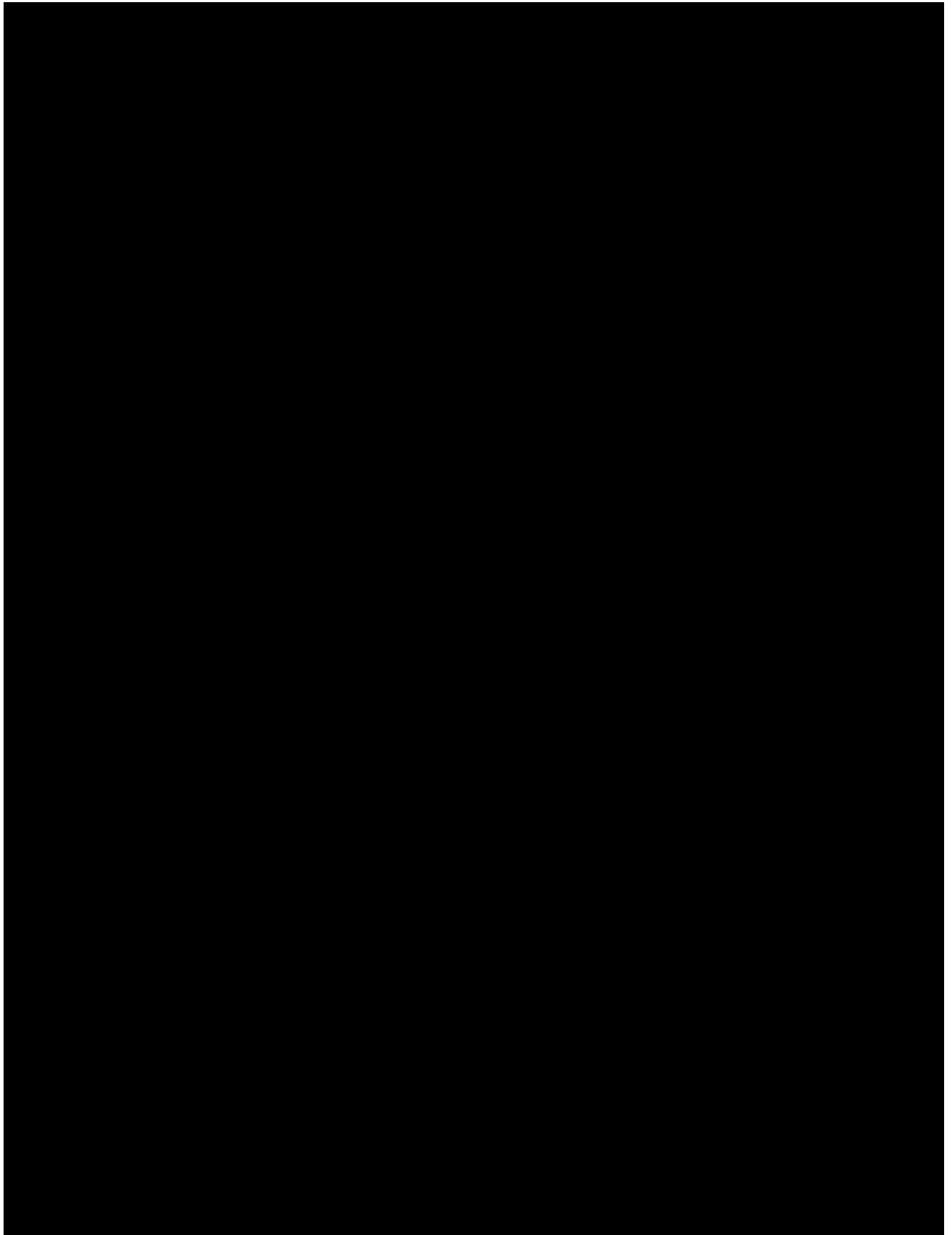
Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

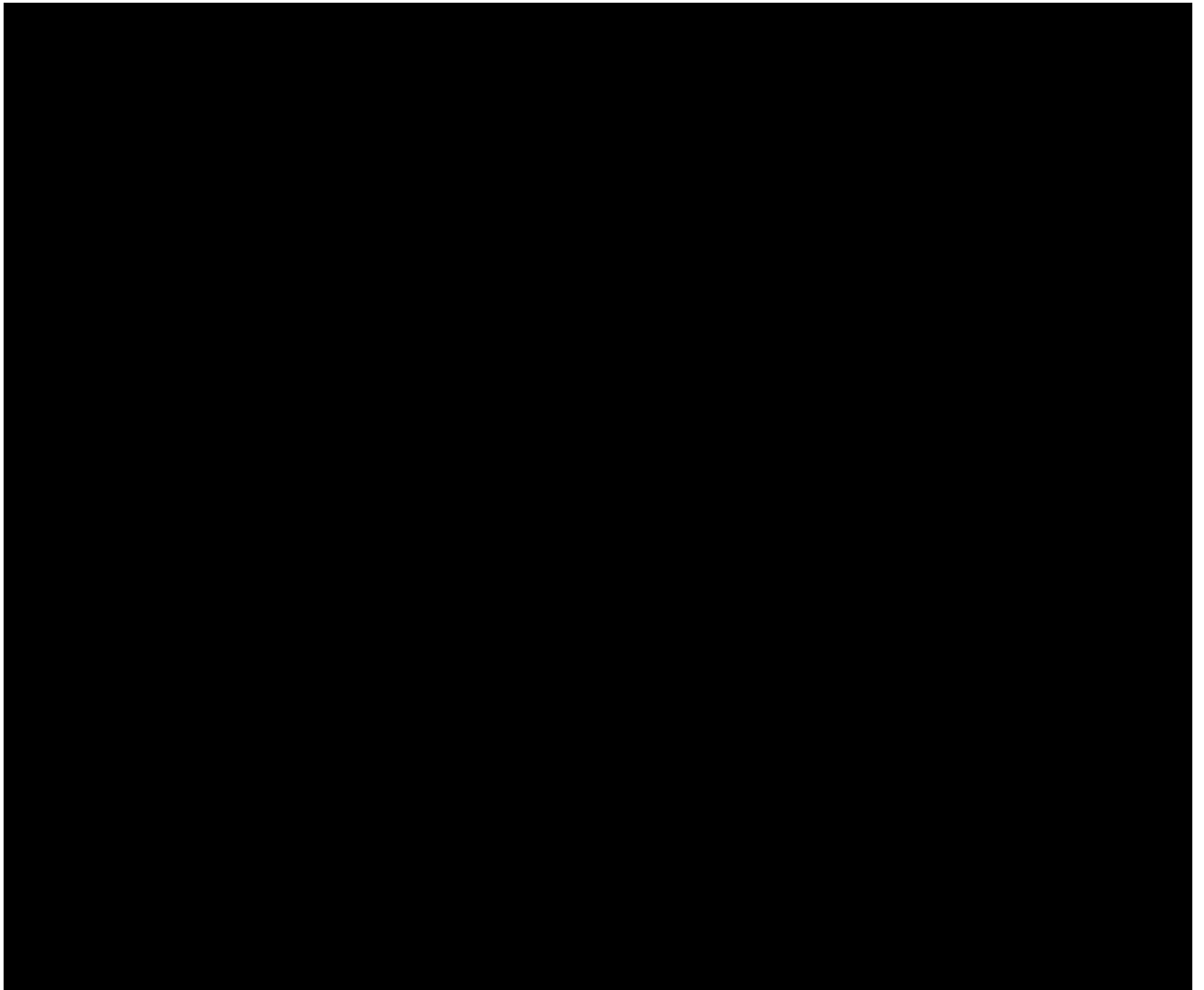
Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully  <span style="background-color: black; color: black;">[REDACTED]</span> for and on behalf of <b>United Kingdom Research and Innovation (UKRI)</b>  <span style="background-color: black; color: black;">[REDACTED]</span> Date: 16/02/2024	Accepted and acknowledged by:  <span style="background-color: black; color: black;">[REDACTED]</span> for and on behalf of <b>Dell Corporation Limited</b>  <span style="background-color: black; color: black;">[REDACTED]</span> Date: 15.02.2024
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**Annex A: Brief**





## **Part 2 – Call-Off Terms and Conditions**

