

Schedule 3: Call-Off Contract

PART 1 – ORDER FORM

UK Research And Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL

and

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

[27/10/2023]

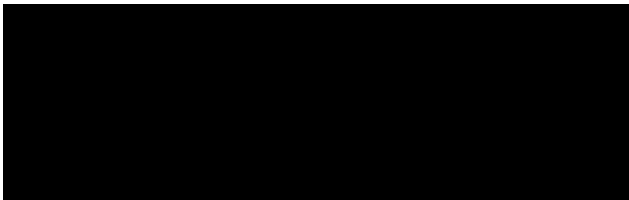
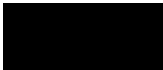
Dear Sirs

Call-Off Contract No. DDaT23159 for the supply of Goods, Services and/or Software


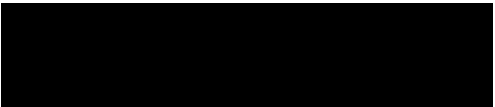
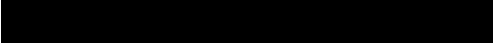
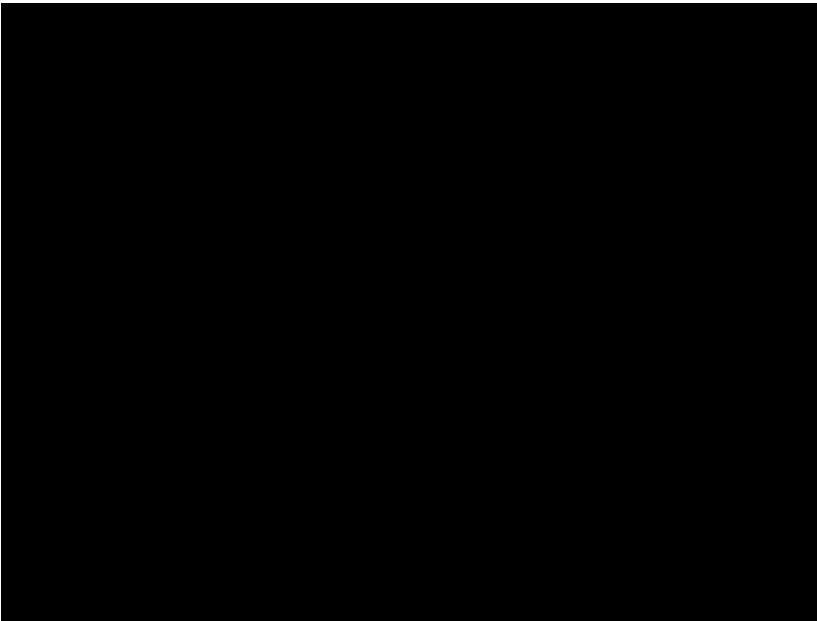
- 1 Further to the Framework Agreement dated 01/02/2023 we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 The particulars of this Call-Off Contract are set out below:

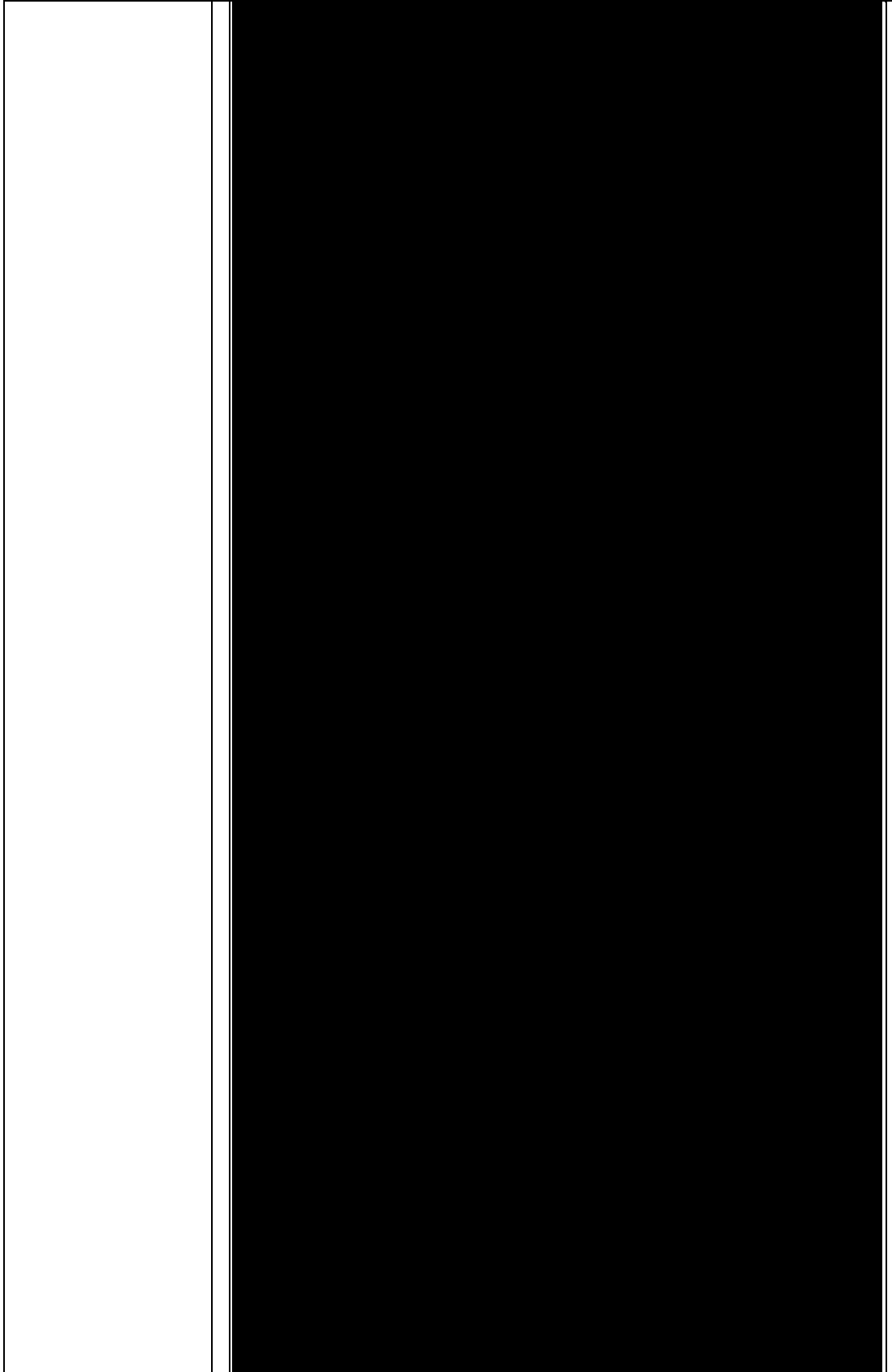
Item	Description						
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT23159						
Parties	Between: (1) UK Research And Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL (Customer); and (2) Dell Corporation 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><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</td><td>Delivery of Goods</td><td>99% of Goods delivered on time in full</td></tr></table>	Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract	Delivery of Goods	99% of Goods delivered on time in full
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Guarantee to deliver all Goods covered under this Contract	Delivery of Goods	99% of Goods delivered on time in full					

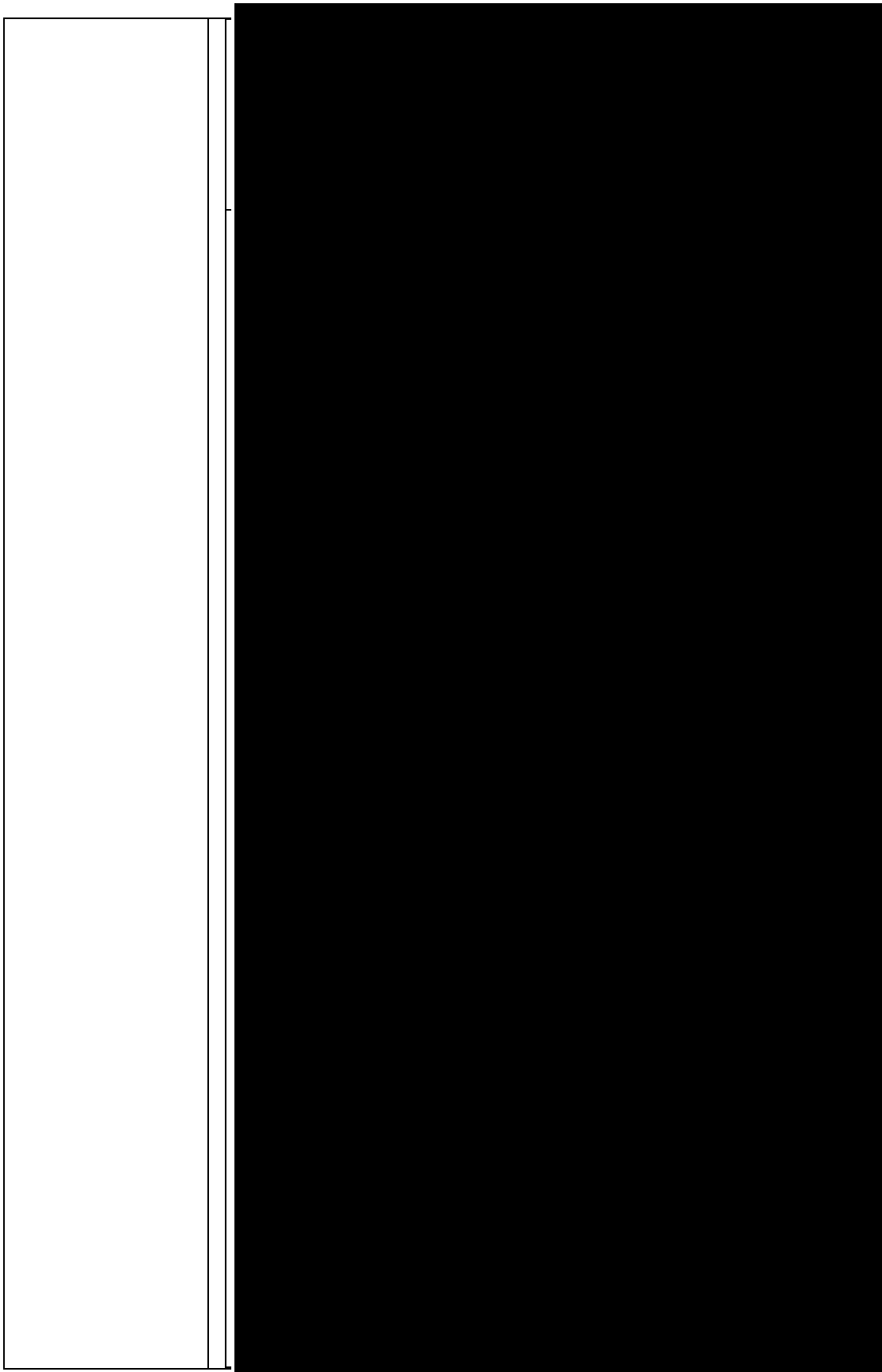
	within the lead-times specified to member locations throughout the UK.		
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	99% of Goods available at all times
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods 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)	<p>The total value of this contract including all additional orders placed following additional funding being awarded to this project shall not exceed £2,000,000.00 excluding VAT</p> <p>The initial term of this contract as per the attached quotation will not exceed £666,655.00 excluding VAT.</p>		
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.		

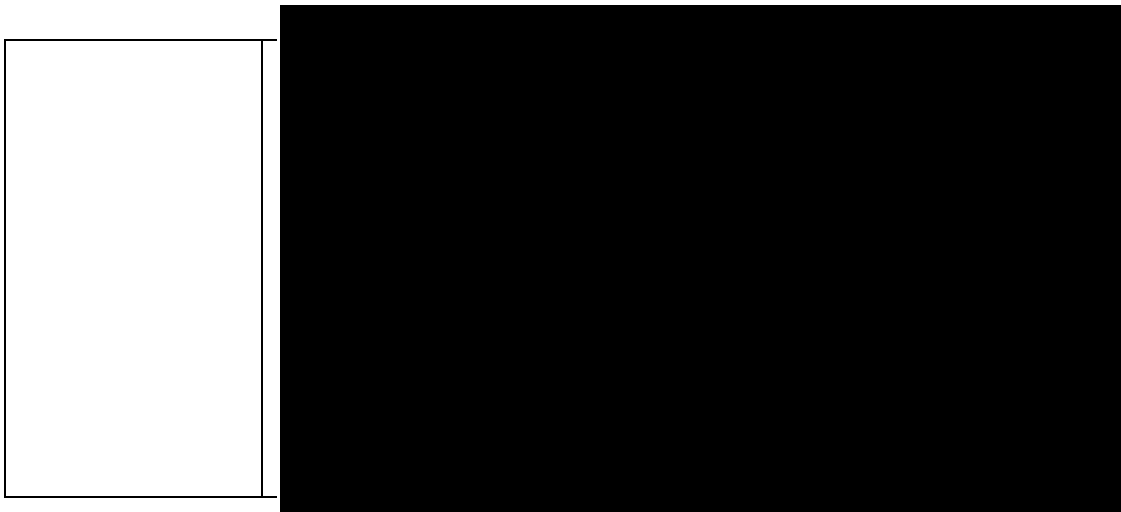
Contract End Date (Cl. Error! Reference source not found.)	Means: <ul style="list-style-type: none"> 31st March 2024 OR
Customer Liability Cap (Cl. 1.1)	100% of the Order value, to a maximum of £50,000 unless mutually agreed otherwise by the Customer and the Supplier (complete below)
Delivery Date(s) (Cl. 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 (Cl. Error! Reference source not found.)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 36 (Thirty Six) 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 36 (Thirty Six) months after replacement of such Goods.
Goods (Cl. Error! Reference source not found.)	The Goods to be supplied under this Call-Off Contract are as 
Installation Date (Cl. Error! Reference source not found.)	N/A
Premises (Cl. 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  Alces Flight Ltd, 4 Murdock Road, Bicester, OX26

	<p>Alces Flight LTD will transport hardware to STFC RAL for installation</p> <p>STFC RAL, Fermi Ave, Harwell, Didcot, OX11 0QX</p>
Services (Cl. Error! Reference source not found.)	<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 quote
Software (Cl. Error! Reference source not found.)	N/A
Software Specification (Cl. Error! Reference source not found.)	N/A
Software Warranty Period (Cl. Error! Reference source not found.)	N/A
Services Commencement Date (Cl. Error! Reference source not found.)	Supply of the Services (where applicable) is to commence on 31 st October 2023
Services End Date (Cl. Error! Reference source not found.)	Supply of the Services (where applicable) is to end on 31 st March 2024

Supplier Liability Cap (Cl. 1.1)	As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier
Instalments (Cl. Error! Reference source not found.)	The stages of payment described in Clause Error! Reference source not found. of the Call-Off Terms and Conditions are detailed below
Notices (Clause 19.3)	<p>Any written notice provided under Clause 18 shall be sent:</p> <p>In the case of the [Customer]:</p> <p>To: Polaris House, North Star Avenue, Swindon SN2 1FL</p> <p></p> <p>Marked for the attention of: DDaTProcurement</p> <p>In the case of the Supplier:</p> <p>To: 1st & 2nd Floor One Creechurch Place, London, England,</p> <p>EC3A 5AF</p> <p></p> <p>Marked </p>
Data Protection Particulars (Schedule 4)	



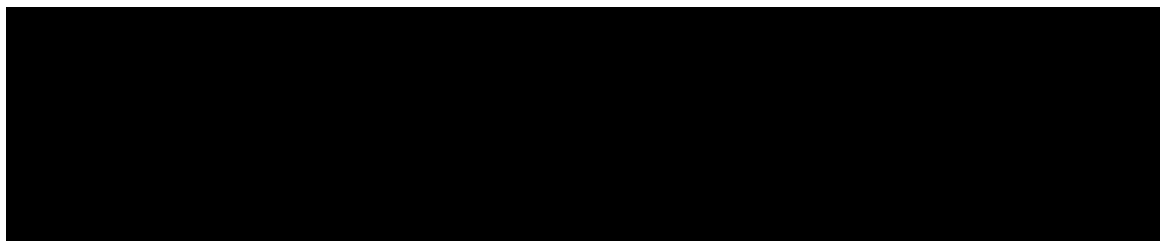




- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the 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.

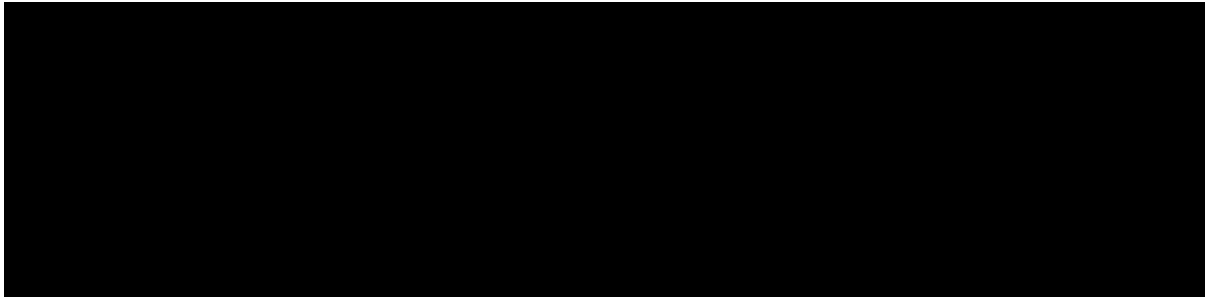
Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

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.



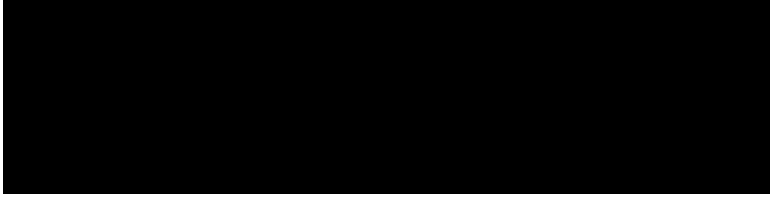
for and on behalf of UK Research and
Innovation

for and on behalf of **Dell Corporation
Limited**



Annex A: Brief

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



Part 2 – Call-Off Terms and Conditions



SSSNA_Call Off
Terms 2023 FINAL.docx