

DDaT23574

Schedule 1: Call-Off Contract**PART 1 – ORDER FORM****UK Research and Innovation****Polaris House, North Star Avenue, Swindon, SN2 1FL**

CDW Limited,
1 New Change
EC4M 9AF
(Registered No. 2465350)

20th March 2024

Dear Sirs

Call-Off Contract No. DDaT24025 for the supply of Goods

Further to the Framework Agreement dated 02/02/2023, 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.

1 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 DDaT24025			
Parties	Between: (1) UK Research and Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL (Customer); and (2) CDW Limited, whose registered office is at 1 New Change London EC4M 9AF , United Kingdom, (Supplier).			
Call-Off KPIs (Cl. Error! Reference source not found.)	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	Product Availability	99% of Goods available at all times	

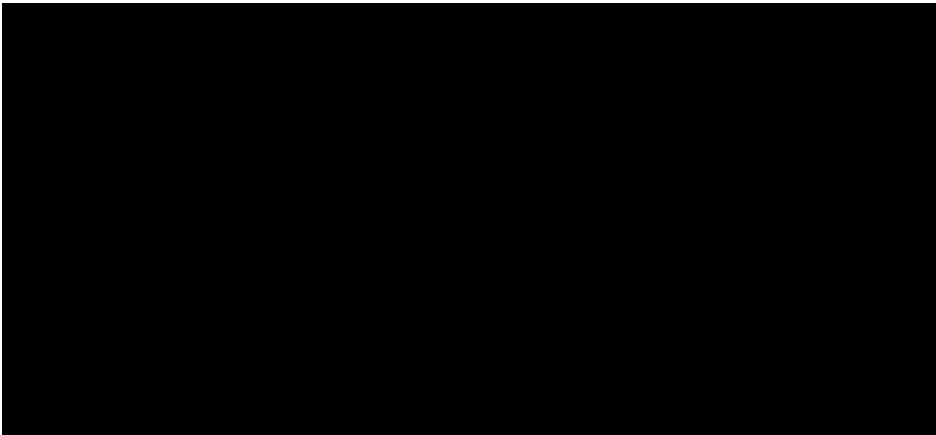
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	the Term (of this Contract)			
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults	
	Respond to all operational enquiries within four working hours.	Provision of Response	95%	
	Invoice accuracy.	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: £34,893.25 (pounds) excluding VAT			
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">12/04/2025			
Customer Liability Cap (Cl. 1.1)	Means the amount of 125% of the total charges payable under this contract.			
Defects Rectification Period (Cl. Error! Reference	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!			

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source not found.)	Reference source not found. of the Call-Off Terms and Conditions, the period ending 12 (twelve) months after replacement of such Goods.
Goods (Cl. Error! Reference source not found.)	<i>As per the breakdown in Annex A</i>
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: Maintenance and Support to be delivered remotely
Services (Cl. Error! Reference source not found.)	The Services to be supplied under this Call-Off Contract are as follows: HPE Support and maintenance
Services Commencement Date (Cl. Error! Reference source not found.)	Supply of the Services is to commence on 13 th April 2024
Services End Date (Cl. Error! Reference source not found.)	Supply of the Services is to end on 4 th March 2029
Supplier Liability Cap (Cl. 1.1)	Means the amount of 125% of the total charges payable under this contract.
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; Payment 30 days net from delivery date.

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Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer: 
Data Protection Particulars (Schedule 4)	N/A

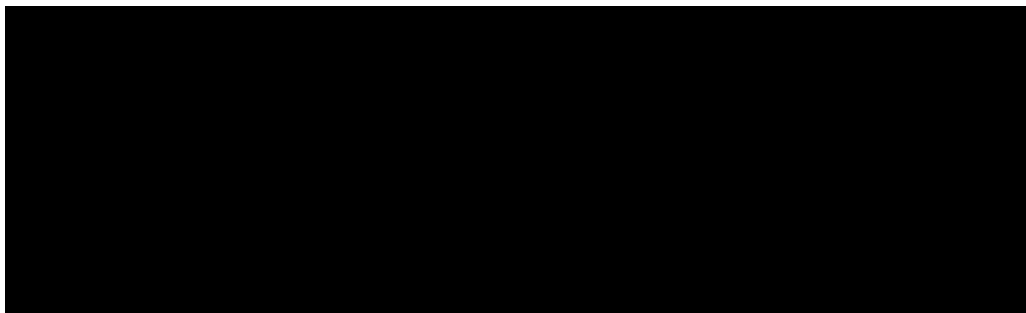
- 2 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 3 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 4 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.
- 5 You must not make any amendments to the Call-Off Terms and Conditions.
- 6 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;

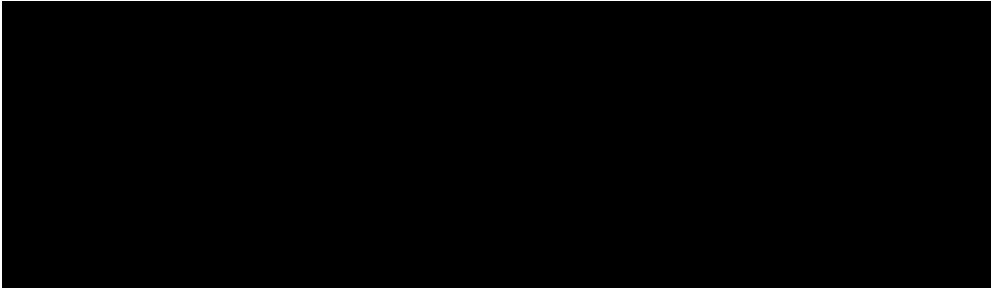
Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully

Accepted and acknowledged by:



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Annex A: Brief



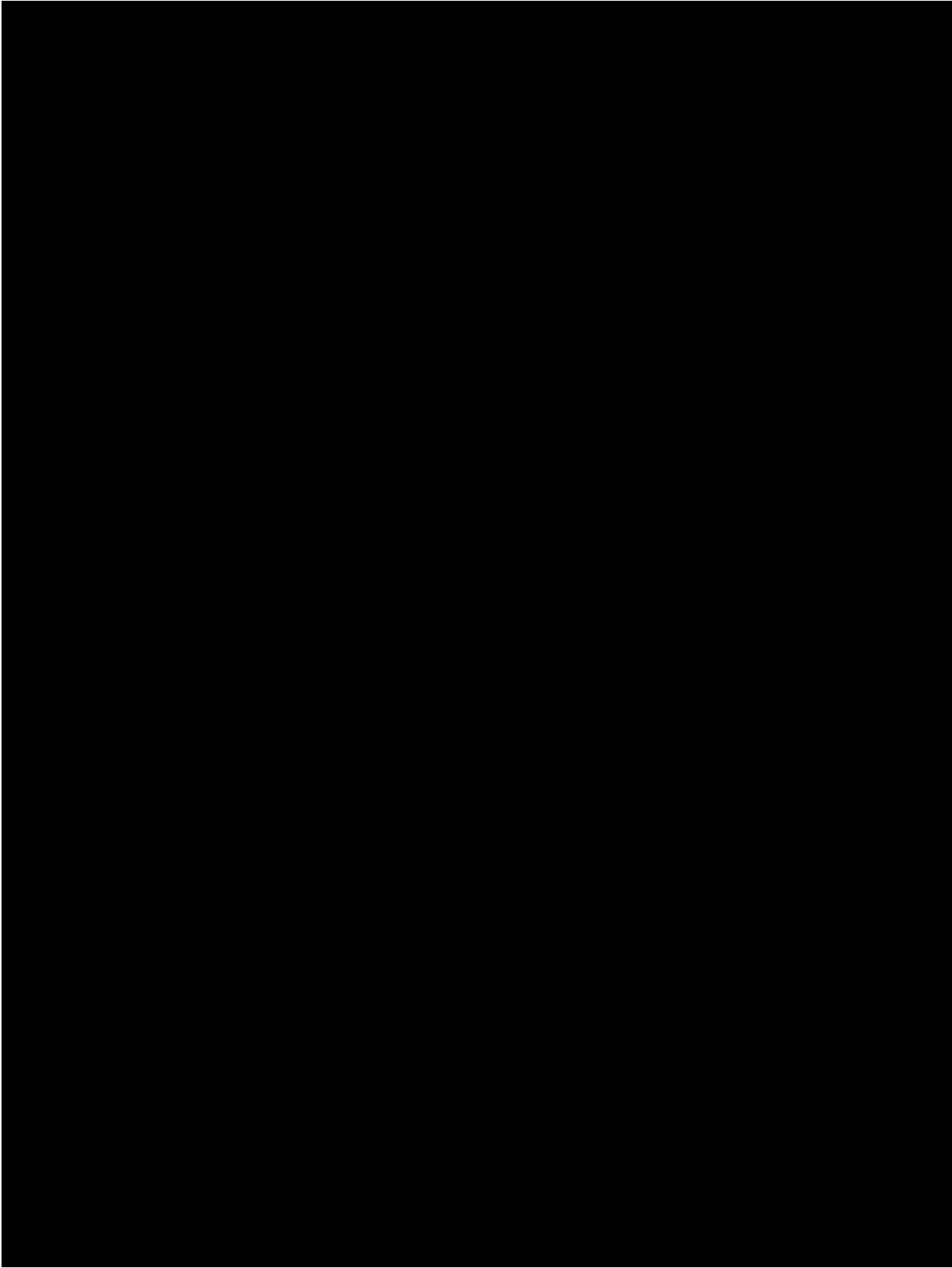
CDW Limited, 3 New Change, London,
EC4A 3DF

Website: www.uk.cdw.co.uk

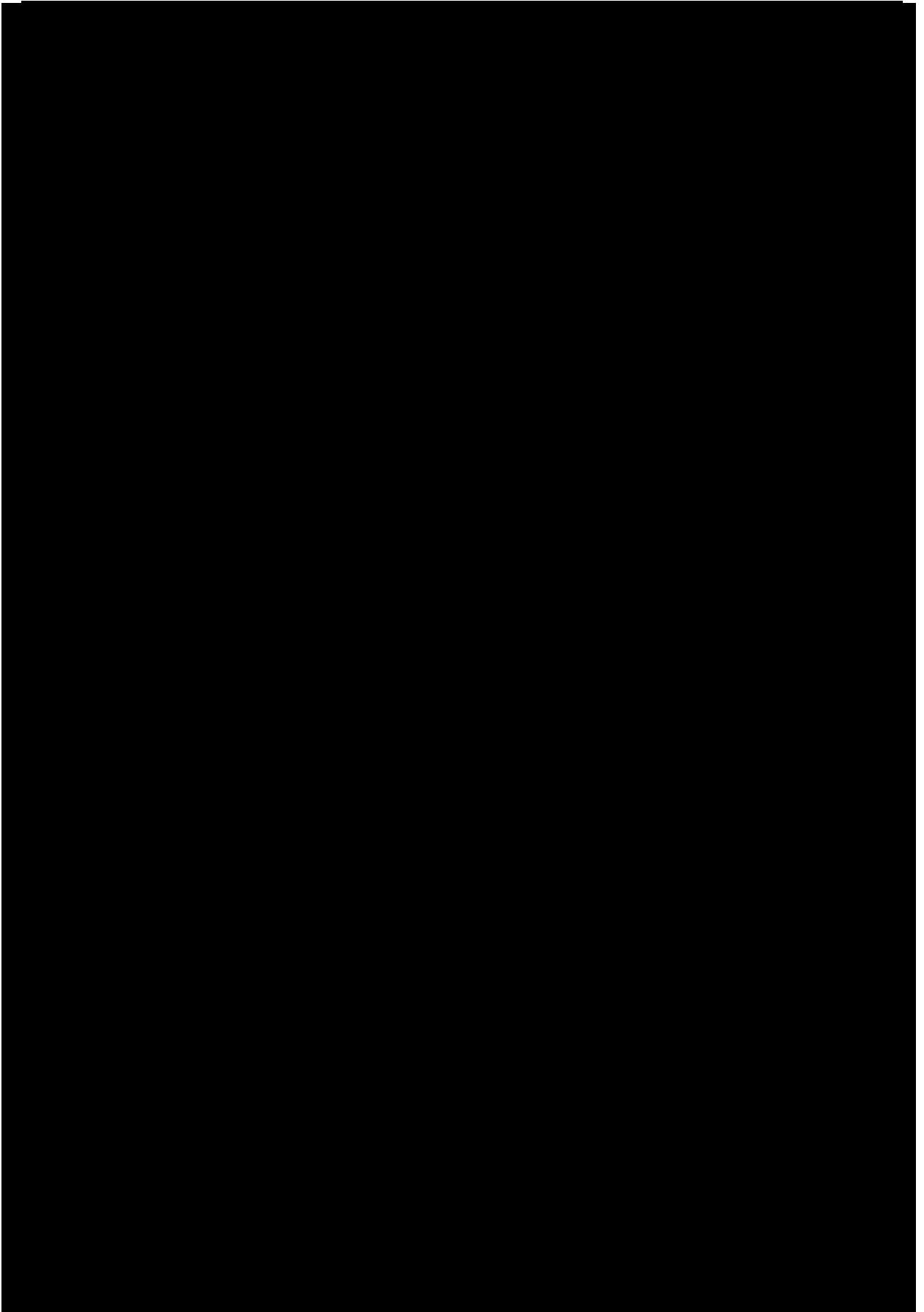
CDW Account Manager:
Karen Soriano

Customer:
UK Shared Business Services Ltd

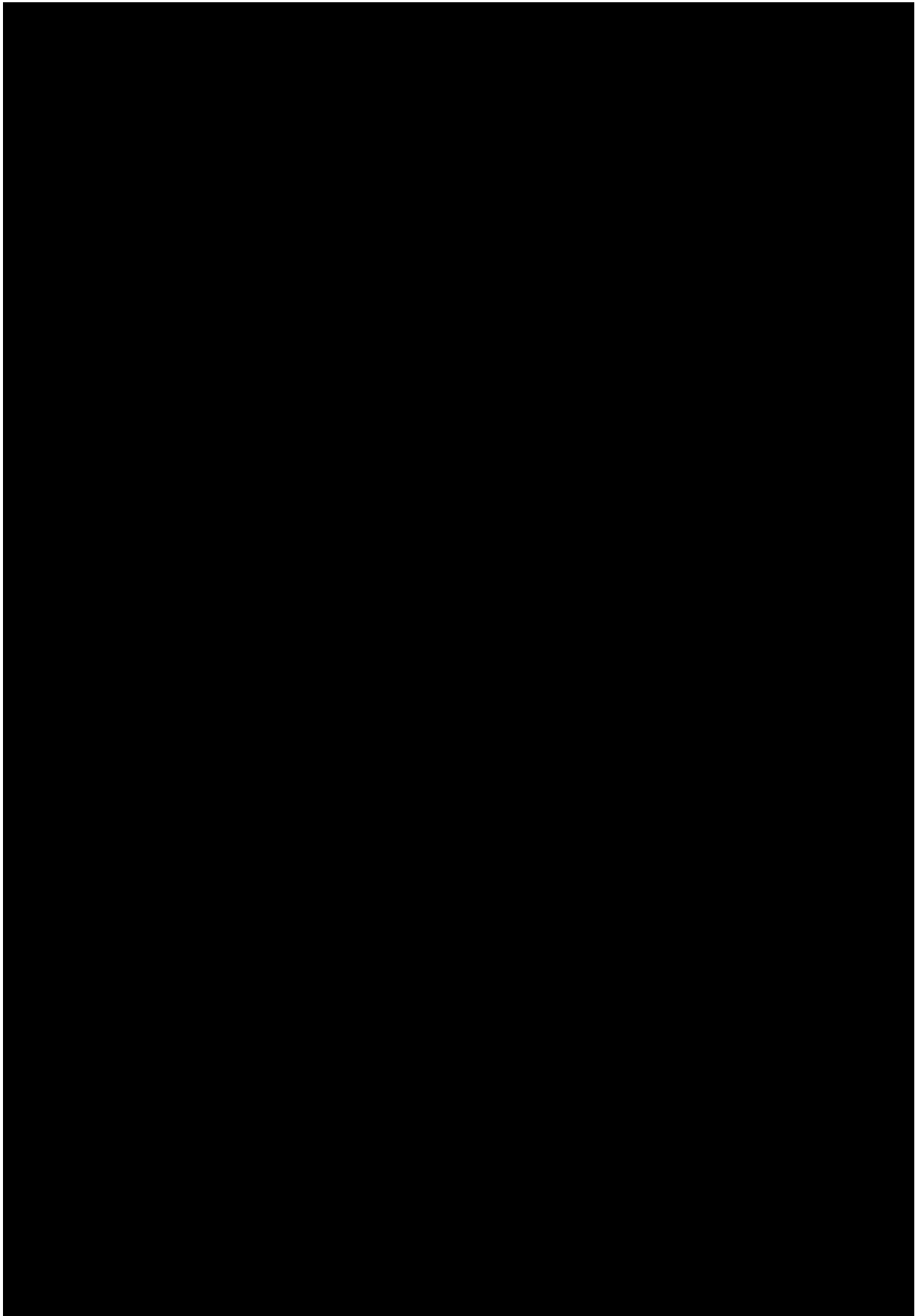
Date: 26/02/2024
Term: 12 Months
Contract Number: 1629
Prepared By: Carly Berridge
Quote Valid to: 29/02/2024



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NET AMOUNT	GBP	£34,853.25
VAT AMOUNT	GBP	£5,570.83
TOTAL AMOUNT	GBP	£40,424.08

BILL FREQUENCY: Full Term Period

This quote is based on standard configuration assumptions and does not include:
SSD's, backup upgrades/parts or defective media retention, unless expressly mentioned in this quote.

This quotation is subject to CDW's terms and conditions, a copy of which is available on our website at www.uk.cdw.com (as may be amended from time to time) to the exclusion of all other terms. Also note, unless otherwise stated above, for the first 30 days following receipt of an order, CDW will use reasonable endeavours to perform the contract and will not be subject to meeting any SLA's during this period.

All quotes are subject to change based on a full scope of work or acceptance into service; we will require full configuration details and serials prior to the SLA becoming active. You are required to inform us if any assumptions in this quote which are incorrect as it may affect pricing. In the event of a fault, incorrect assumptions will invalidate the SLA. This quote is to be used as a guide until advised otherwise. This quote does not include any consumable items i.e. batteries, and SSD drives that have not been specifically listed. Pricing is exclusive of VAT.
Minimum New Contract Value is £1,000.



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