

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation

Polaris House, North Star Avenue, Swindon, SN2 1FL

CDW Limited
One New Change, London, EC4M 9AF
(Registered No. 02465350)

20th June 2024

Dear Sirs

Schedule 1 Call-Off Contract No. DDaT24285 for the supply of Goods

- 1 Further to the Framework Agreement dated DDaT24285, 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 DDaT24285								
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). (3)								
Call-Off KPIs (Cl. 1.1)	<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>The Supplier is reliant on third Parties. therefore.</td></tr></table>			Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract	Delivery of Goods	The Supplier is reliant on third Parties. therefore.
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	within the lead-times specified to member locations throughout the UK.		we shall use all reasonable endeavours to deliver 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
	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: £597,826.67 pounds		
Access Date (Cl.1.1)	N/A		
Adjustments to the Charges (Cl. 1.1)	<ul style="list-style-type: none"> The Charge(s) are fixed for the duration of this Call-Off Contract. 		
Contract End Date (Cl. 1.1)	Means: 21 st June 2029		
Customer Liability Cap (Cl. 1.1)	125% of the total charges payable under this call-off contract.		

Delivery Date(s) (Cl. 1.1)	The Supplier shall deliver the Goods by the following date(s): 20 th July 2024
Defects Rectification Period (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.
Goods (Cl. 1.1)	<div><div><div><div><div><div>QUOTATION</div><div>CDW Limited, 1 New Chance, London, EC4M 9AF</div><div>601</div><div>uk.cdw.com</div></div><div><div>CDW</div></div></div><div><div>COMPANY NAME</div><div>UK Shared Business Services Ltd</div><div>Polars House</div><div>North Star Avenue</div><div>Swindon</div><div>SN2 1UH</div></div></div><div><div>PRODUCT CODE</div><div>PRODUCT DESCRIPTION</div><div>QUANTITY</div><div>NET PRICE</div><div>NET AMOUNT</div></div><div><div></div><div>THE FOLLOWING EQUIPMENT IS AN UPGRADE TO SERIAL NUMBER:1904402</div><div></div><div></div><div>124,910.82</div></div><div><div></div><div>TS1170 TECHNOLOGY FIBRE CHANNEL DRIVE/SLED ED8A, TRIN-J WITH 5 YEAR WARRANTY</div><div></div><div></div><div></div></div><div><div></div><div>SPECTRA CERTIFIED MEDIA - UPGRADE SPECTRA TRINITY</div><div></div><div></div><div></div></div><div><div></div><div>3592 JF MEDIA PACK INCLUDES 9 JF MEDIA TAPES CUSTOM PRE-APPLIED BARCODE LABELS</div><div></div><div></div><div>213,770.48</div></div><div><div></div><div>PROFESSIONAL SERVICES - UPGRADE SPECTRA TRINITY</div><div></div><div></div><div></div></div><div><div></div><div>PROFESSIONAL SERVICES - STORAGE LIFECYCLE MGMT -193030002</div><div></div><div></div><div>1,610.58</div></div><div><div></div><div>ACCESSORIES, UPGRADES, AND MISC. ITEMS</div><div></div><div></div><div></div></div><div><div></div><div>LTO-9 BAFE MLM TERAPACK CUSTOM 10 LTO-9 BAFE TAPES CUSTOM BARCODE LABELS AND TE</div><div></div><div></div><div>255,106.80</div></div><div><div></div><div>OTHER SHIPPING</div><div></div><div></div><div>2,427.99</div></div></div><div><div>WE GET PAYMENT SOLUTIONS - Maximise your IT investment - Alternative payment options are available including Cash, Leasing & Extended Payment Terms</div><div><div>NET AMOUNT</div><div>GBP</div><div>597,826.67</div></div><div><div>VAT AMOUNT</div><div>GBP</div><div>119,565.33</div></div><div><div>TOTAL AMOUNT</div><div>GBP</div><div>717,392.00</div></div></div></div>
Installation Date (Cl. 1.1)	N/A
Premises (Cl. 1.1)	The Goods are to be delivered to and/or the Services are to be supplied at RAL Space Fermi Ave, Harwell, Didcot OX11 0QX
Services (Cl. 1.1)	N/A
Software (Cl. 1.1)	N/A
Software Specification (Cl. 1.1)	N/A

Software Warranty Period (Cl. 1.1)	N/A
Services Commencement Date (Cl. 1.1)	N/A
Services End Date (Cl. 1.1)	N/A
Supplier Liability Cap (Cl. 1.1)	125% of the total charges payable under this call-off contract.
Instalments (Cl. 8.4)	Not applicable
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In To M In T Ma
Data Protection Particulars (Schedule 5)	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.

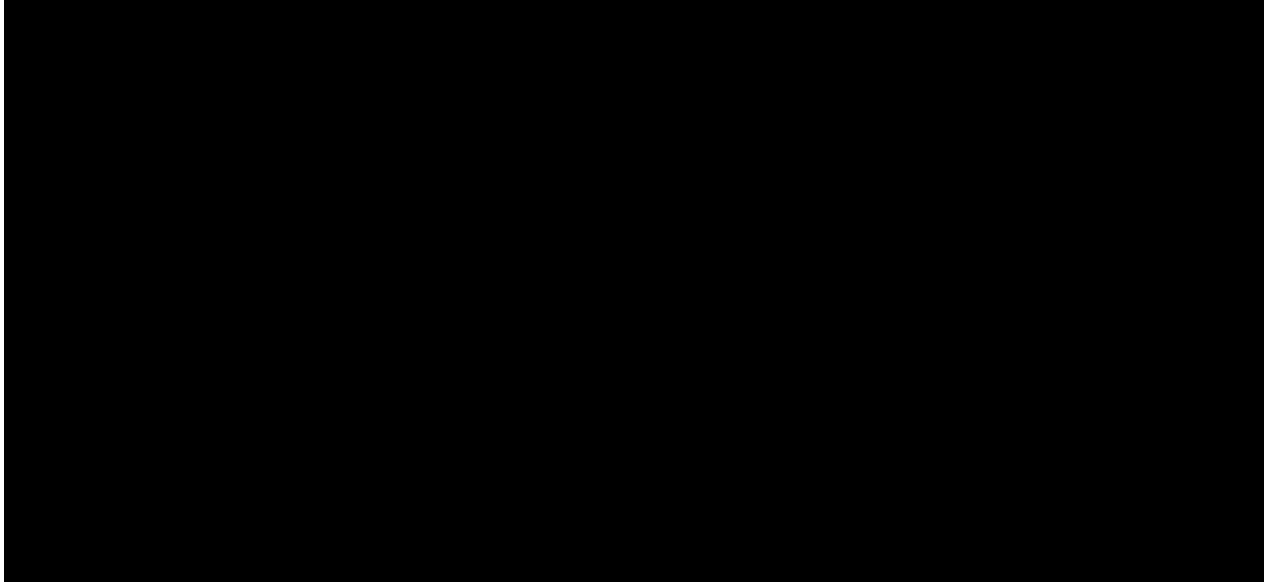
7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

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:



Annex A: Brief



Part 2 – Call-Off Terms and Conditions



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