

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation
Polaris House, North Star Avenue, Swindon, SN2 1FL

XMA Limited
44 Wilford Ind Est
Nottingham
United Kingdom
NG11 7EP
(Registered No. 298484148)

24/01/2024

Dear Sirs

Call-Off Contract No. DDaT23158 for the supply of Goods

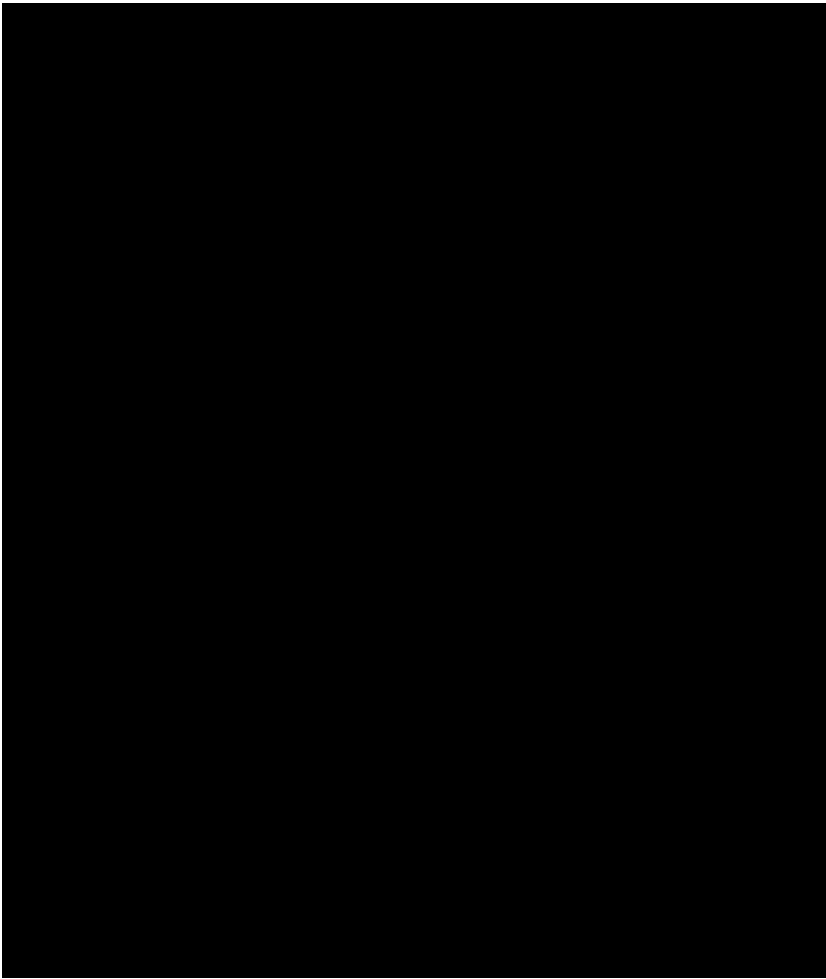
Further to the Framework Agreement dated 02/02/2023, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.


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 DDaT23158		
Parties	Between: (1) UK Research and Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL (Customer); and (2) XMA Limited whose registered office is at 44 Wilford Ind Est, Nottingham, 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 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: £165,552.64 (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"> 31/03/2028 – in line with warranty provided 		
Customer Liability Cap (Cl. 1.1)	Means the amount of 125% of the total charges payable under this contract.		
Delivery Date(s) (Cl. Error!	The Supplier shall deliver the Goods by the following date(s):		

Reference source not found.)	<ul style="list-style-type: none">31st March 2024
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 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 12 (twelve) months after replacement of such Goods.
Goods (Cl. Error! Reference source not found.)	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> <div></div>
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: STFC Rutherford Appleton Laboratory, Chilton, Didcot, Oxfordshire, OX11 0QX, UK
Services (Cl. Error! Reference source not found.)	The Services to be supplied under this Call-Off Contract are as follows: 
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 is to commence on 31st March 2024
Services End Date (Cl. Error! Reference source not found.)	Supply of the Services is to end on 31 st March 2028
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.)	<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>Payment 30 days net from delivery date.</p>
Notices (Clause 19.3)	<p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the Customer:</p> 
Data Protection Particulars (Schedule 4)	N/A

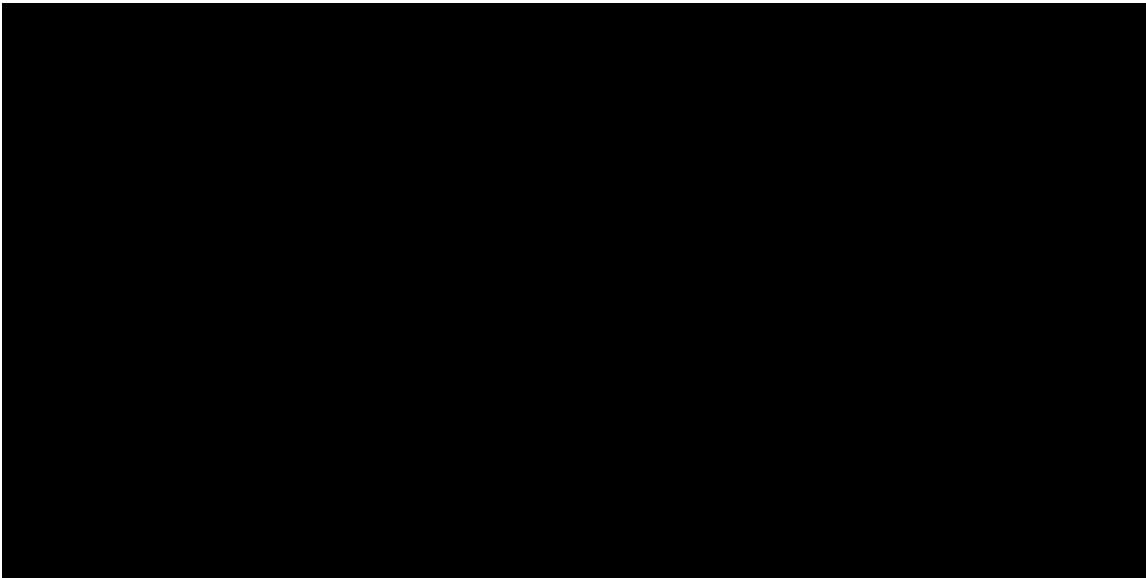
- 9 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 10 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 11 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.
- 12 You must not make any amendments to the Call-Off Terms and Conditions.
- 13 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

Description	capacity to provide	Price per GPU	Price per GPU	Price
Cost per GPU in proposed solution - Must include maintenance, delivery, installation (based on a minimum of 4 GPU as outlined in the specification)				
TOTAL				£ 165,552.64

Section 2 - Additional Capacity - (For Information Only)

Description	
Cost per additional GPU should additional capacity be required (must include maintenance, delivery and installation) (Please state minimum order quantities under notes section)	
TOTAL	

