

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation (UKRI) – Science and

Technology Facility Council (STFC)

and

CDW Limited

1 New Change, London, EC4M 9AF

(Registered No. 02465350)

Monday 8th January 2024

Dear Sirs

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

1 Further to the Framework Agreement dated 1st February 2023 – 31st January 2025, 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 [REDACTED] | | |
| Parties | Between: (1) UK Research and Innovation (UKRI) – Science and Technology Facility Council (STFC) a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (Customer) and (2) CDW Limited , (company number 02465350) whose registered office is at 1 New Change, London, EC4M 9AF (Supplier) . | | |
| Call-Off KPIs (Cl. Error! Reference source not found.) | | | |
| | Performance Target | Key Indicator | Performance Measure |
| | The Supplier will use reasonable endeavours to deliver | Delivery of Goods | 100% of Goods delivered on time in full or Customer |

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| | all Goods within the lead-times specified to member locations throughout the UK. | | kept informed of any changes or delays impacting lead-times. |
| | Stock availability of products listed in the catalogue throughout the Term (of this Contract) | Product Availability | Supplier to keep Customer updated with Stock position 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: [REDACTED] One hundred and five thousand, and seven hundred and eighty-two pounds and twenty-two pence. excluding VAT. | | |
| Access Date (Cl.1.1) | The Software shall be accessible from the date the goods are delivered by. | | |
| 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"> 6 weeks after final delivery installation of the relevant Goods and/or Software (in full) (including any replacement Goods and/or Software required under Clause 6.3 Error! Reference source not found.) | | |

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| | |
| Customer Liability Cap (Cl. 1.1) | 100% of the Order value unless mutually agreed otherwise by the Customer and the Supplier. Means the amount of £[REDACTED] One hundred and five thousand, and seven hundred and eighty-two pounds and twenty-two pence. excluding VAT. |
| Delivery Date(s) (Cl. Error! Reference source not found.) | The Supplier shall deliver the Goods by the following date(s): 23 rd of February 2024 (6 Weeks) |
| 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 6.5] 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.) | The Goods to be supplied under this Call-Off Contract are as per Annex A |
| 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 Goods In, FAO [REDACTED] Rutherford Appleton Laboratory Harwell Campus Didcot OX11 0QX |
| Services (Cl. Error! Reference source not found.) | The Services to be supplied under this Call-Off Contract are as follows per Annex A brief. |
| Software (Cl. Error! | N/A |

| | |
|---|--|
| Reference source not found.) | |
| 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 upon on purchase date |
| Services End Date (Cl. Error! Reference source not found.) | Supply of the Services (where applicable) 6 weeks after all goods have been delivered. |
| Supplier Liability Cap (Cl. 1.1) | Means the amount of £ [REDACTED] One hundred and thirty-two thousand, two hundred and twenty-seven pounds, and seventy-seven pence. excluding VAT. (125% of the charges payable by the buyer to the supplier during the Call-off-Contract. |
| Instalments (Cl. Error! Reference source not found.) | N/A |
| Notices (Clause 19.3) | Any written notice provided under Clause 19.1 shall be sent: In the case of the [Customer]: To: [REDACTED] Marked for the attention of: [REDACTED] In the case of the Supplier |

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| | CDW Limited, 1 New Change, London, EC4M 9AF To: [REDACTED] [REDACTED] [REDACTED] Marked for the attention of [REDACTED] Public Sector Account Director |
| Data Protection Particulars (Schedule 4) | N/A |

This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement. 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.

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.

You must not make any amendments to the Call-Off Terms and Conditions.

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:

... [REDACTED]
 for and on behalf of the **CUSTOMER:**
Science and Technology Facilities
Council

[REDACTED]
 for and on behalf of **SUPPLIER: CDW**
Limited,

Name: [REDACTED]

Name: [REDACTED]

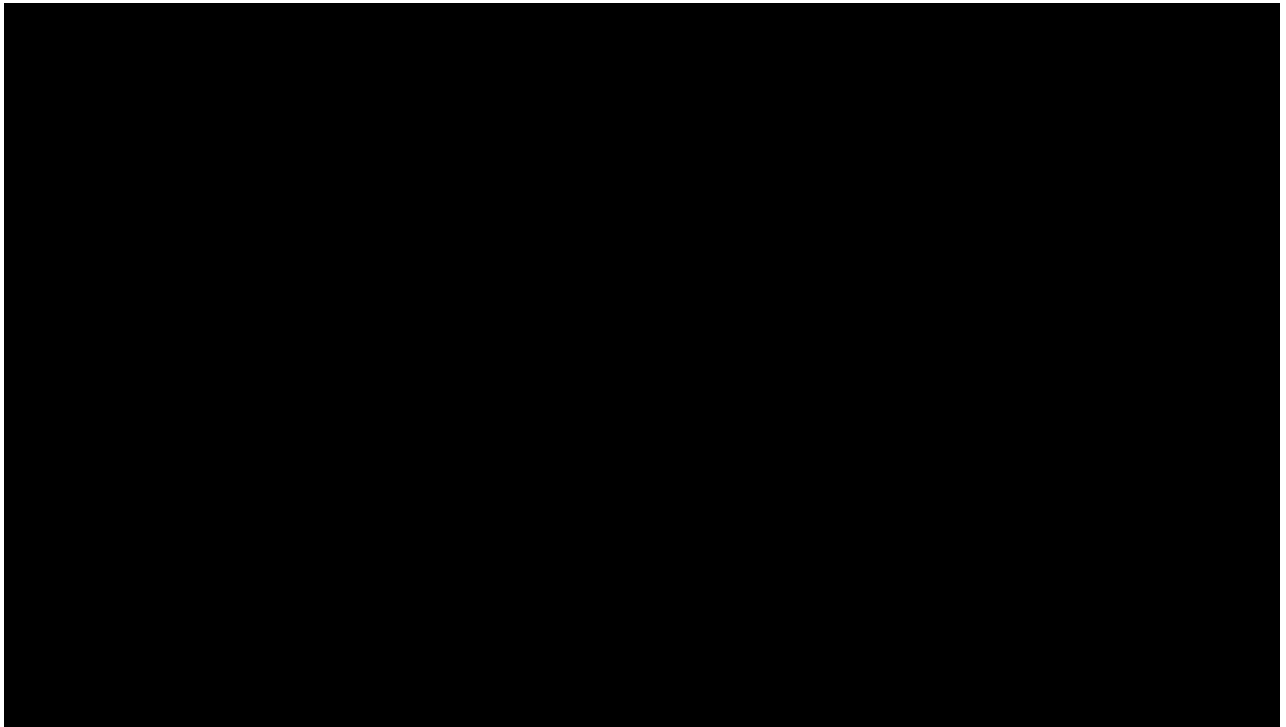
Designation:

Designation: VP of Sales

Date:

Date: 17/01/2024

Annex A: Brief



WE GET PAYMENT SOLUTIONS - Maximise your IT Investment - Alternative payment options are available including DaaS, Leasing & Extended Payment Terms

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| NET AMOUNT | GBP | 105,782.22 |
| VAT AMOUNT | GBP | 21,156.44 |
| TOTAL AMOUNT | GBP | 126,938.66 |

