

## Schedule 3: Call-Off Contract

### PART 1 – ORDER FORM

**UK Research and Innovation (UKRI) – Natural Environment Research Council (NERC)**  
(Registered No. N/A)

and

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

Tuesday 5<sup>th</sup> March 2024

Dear Sirs

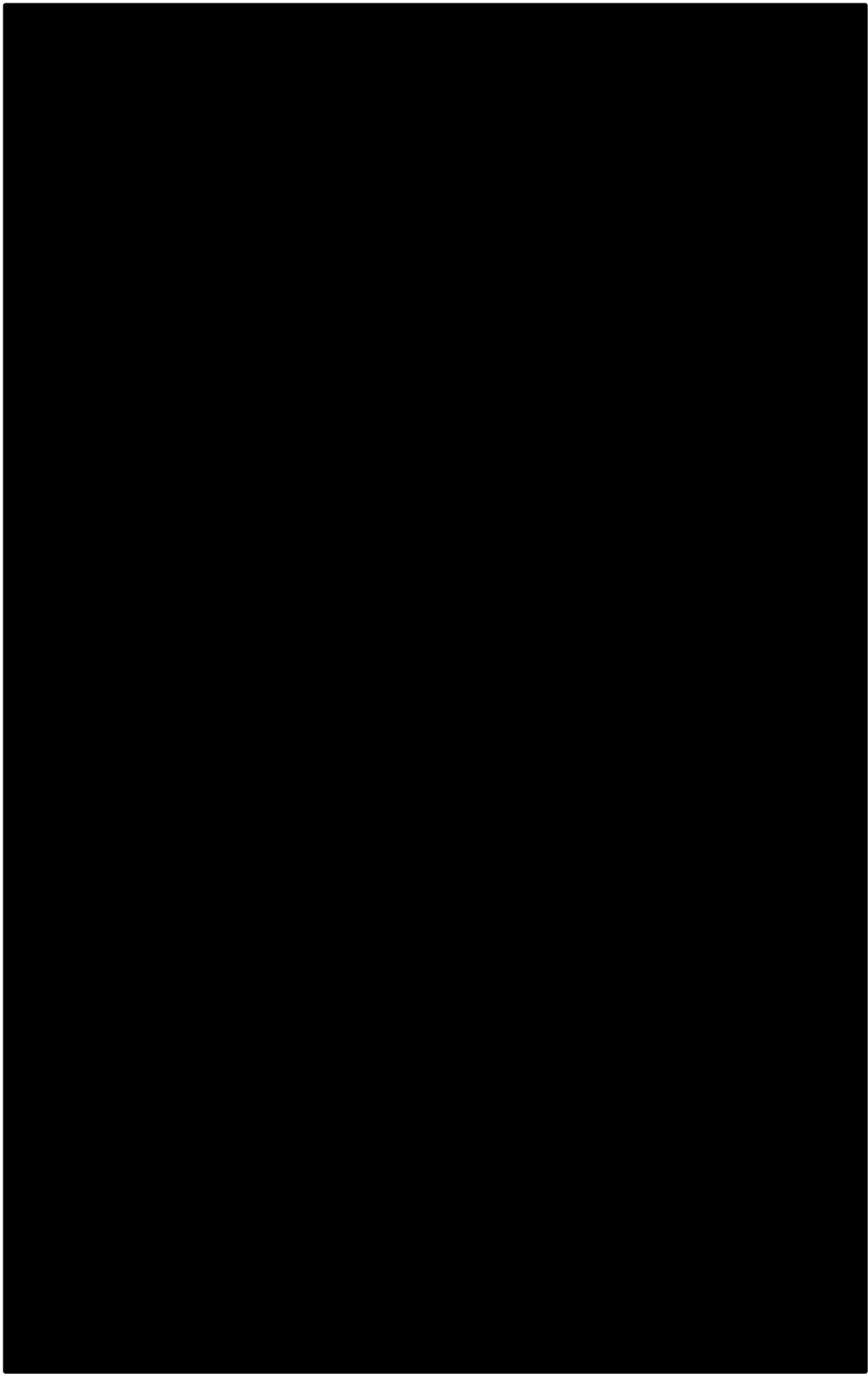
#### **Call-Off Contract No. DDaT24150 for the supply of Goods, Services and/or Software**

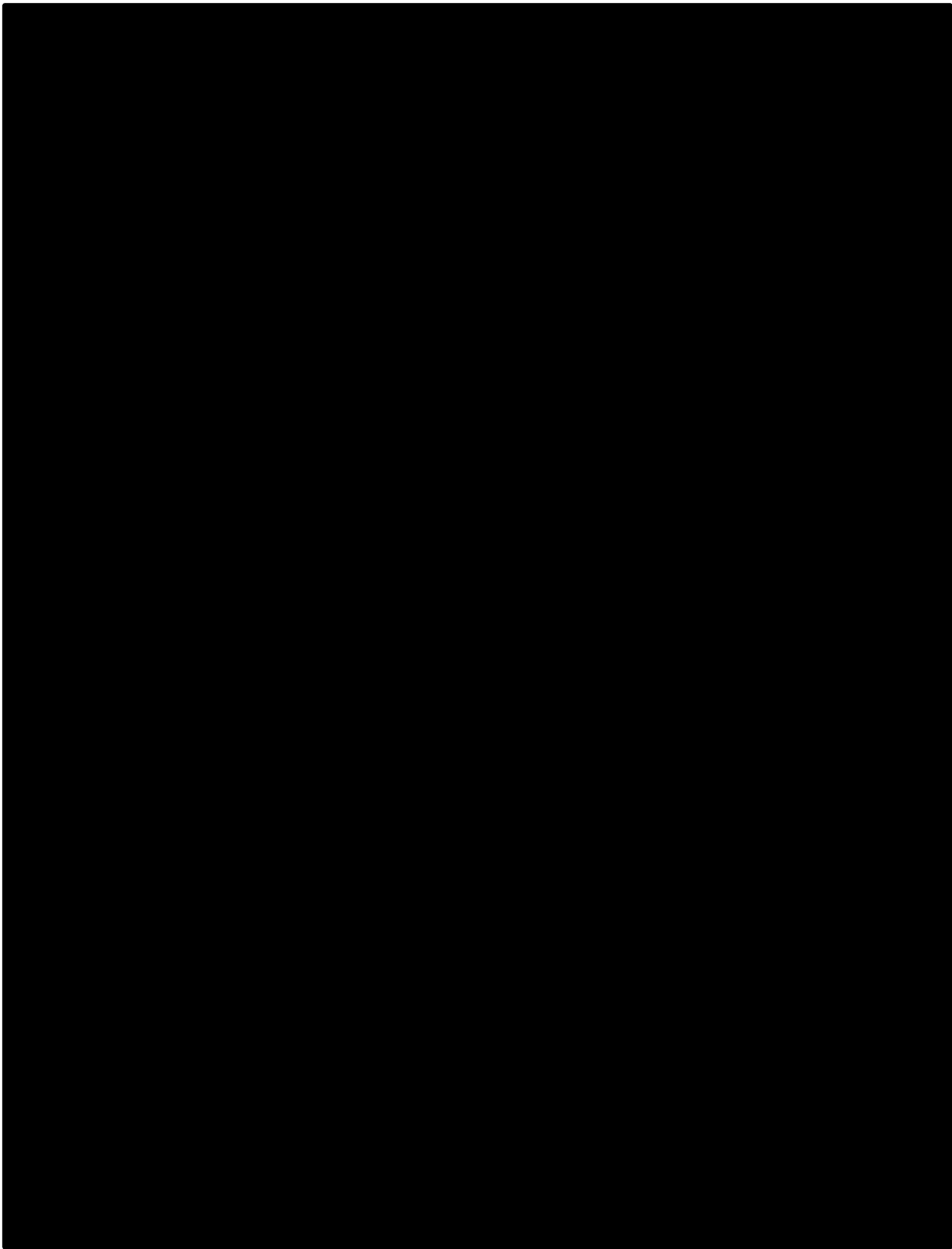
- 1 Further to the Framework Agreement dated 1<sup>st</sup> February 2023, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief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

Item	Description					
<b>Order Form Reference:</b> (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT24150.					
<b>Parties</b>	<b>Between:</b>  (1) <b>UK Research and Innovation (UKRI)</b> a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL <b>(Customer)</b> ;  and  (2) <b>Dell Corporation Limited</b> company number 02081369 whose registered office is at 1 <sup>st</sup> & 2 <sup>nd</sup> Floor One Creechurch Place London EC3A 5AF <b>(Supplier)</b>					
<b>Call-Off KPIs</b> (Cl. 1.1)	<table><tr><td><b>Performance Target</b></td><td><b>Key Indicator</b></td><td><b>Performance Measure</b></td></tr></table>			<b>Performance Target</b>	<b>Key Indicator</b>	<b>Performance Measure</b>
<b>Performance Target</b>	<b>Key Indicator</b>	<b>Performance Measure</b>				

	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, punch out from e-marketplace.	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
<b>Charges</b> (Cl.1.1)	The value of this contract shall not exceed £190,250.00 (one hundred ninety thousand, two hundred fifty pounds) excluding VAT.		
<b>Access Date</b> (Cl.1.1)	The Software and support services shall be accessible from the date of the delivery of the goods.		
<b>Adjustments to the Charges</b> (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.		

<b>Contract End Date</b> (Cl. 1.1)	Means: <ul style="list-style-type: none"><li>36 months after final delivery of the relevant Goods and Software (in full) (including any replacement Goods and/or Software required under Clause 6.3)</li></ul>
<b>Customer Liability Cap</b> (Cl. 1.1)	100% of the Order value, unless mutually agreed otherwise by the Customer and the Supplier (complete below)  Means the amount of £190,250.00 (one hundred ninety thousand, two hundred fifty pounds).
<b>Delivery Date(s)</b> (Cl. 1.1)	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none"><li>reasonable endeavours to deliver by 28<sup>th</sup> March 2024</li></ul>
<b>Defects Rectification Period</b> (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.
<b>Goods</b> (Cl. 1.1)	<ul style="list-style-type: none"><li>The Goods to be supplied under this Call-Off Contract are as detailed below in the Annex A Brief.</li></ul>
<b>Installation Date</b> (Cl. 1.1)	The Software shall be installed upon successful delivery of goods.
<b>Premises</b> (Cl. 1.1)	The Goods are to be delivered to:  British Antarctic Survey  High Cross, Madingley Road,  Cambridge  CB3 0ET
<b>Services</b> (Cl. 1.1)	The Services (where applicable) to be supplied under this Call-Off Contract are as follows:

	
<b>Software</b> (Cl. 1.1)	The Software to be supplied under this Call-Off Contract is as follows:

	
<b>Software Specification</b> (Cl. 1.1)	The Software specification is as per the below Annex A Brief below.
<b>Software Warranty</b>	The Software Warranty Period shall be: As per the quotes outlined in the Annex A below.

<b>Period</b> (Cl. 1.1)	
<b>Services Commencement Date</b> (Cl. 1.1)	Supply of the Services (where applicable) is to commence on the date of the shipment of the goods.
<b>Services End Date</b> (Cl. 1.1)	Supply of the Services (where applicable) is to end on 36 months after the shipment of the goods.
<b>Supplier Liability Cap</b> (Cl. 1.1)	<p>As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier (complete below)</p> <p>Means the amount of £237,812.5 (two hundred thirty seven thousand, eight hundred twelve pounds and five pence) excluding VAT or 125% of the overall contract value.</p>
<b>Instalments</b> (Cl. 8.4)	The payment profile for this Call-Off Contract is payment upon satisfactory delivery and receipt of goods. All invoices must include a valid purchase order number and the DDaT reference DDaT24007. All invoices shall be sent to [REDACTED] for processing.
<b>Notices</b> (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: British Antarctic Survey</p> <p>High Cross, Madingley Road,</p> <p>Cambridge</p> <p>CB3 0ET</p> <p>Marked for the attention of: [REDACTED]</p> <p>[REDACTED] - Head of IT</p> <p>In the case of the Supplier:</p> <p>To: Dell Corporation Limited</p> <p>1st &amp; 2nd Floor</p> <p>One Creechurch Place</p> <p>London</p> <p>EC3A 5AF</p> <p>Marked for the attention of: [REDACTED]</p>

<b>Data Protection Particulars (Schedule 4)</b>	Not applicable.
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- 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.

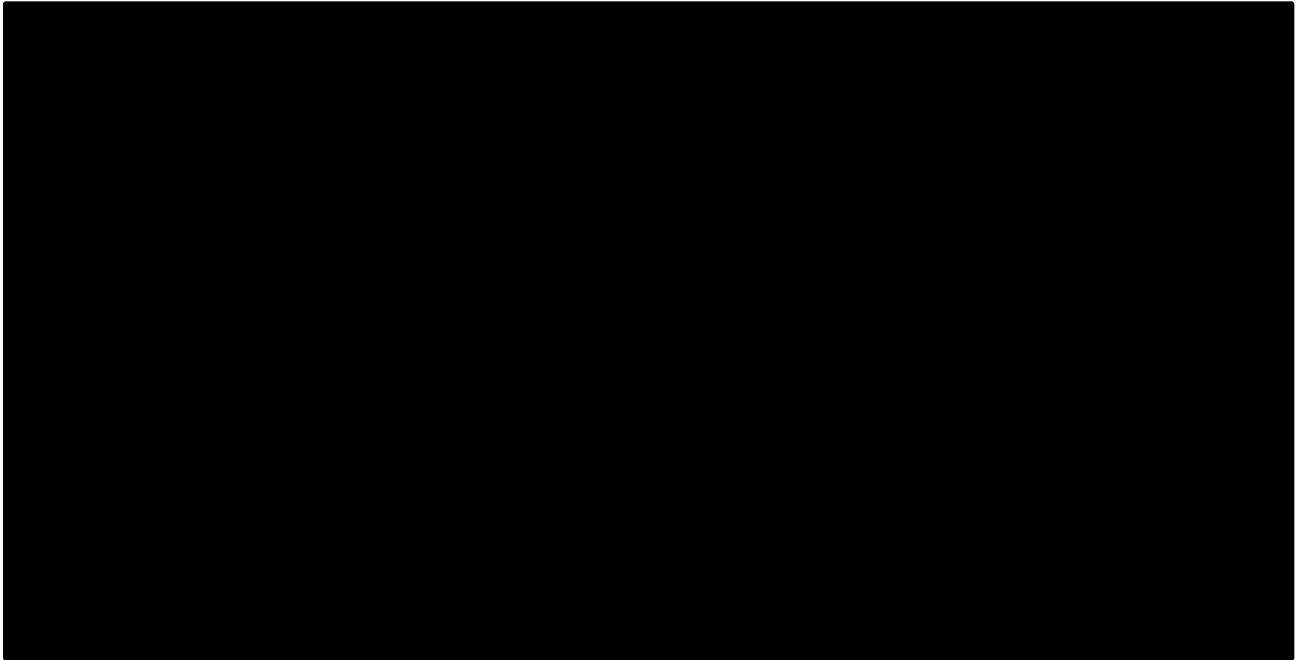
Yours faithfully

Accepted and acknowledged by:

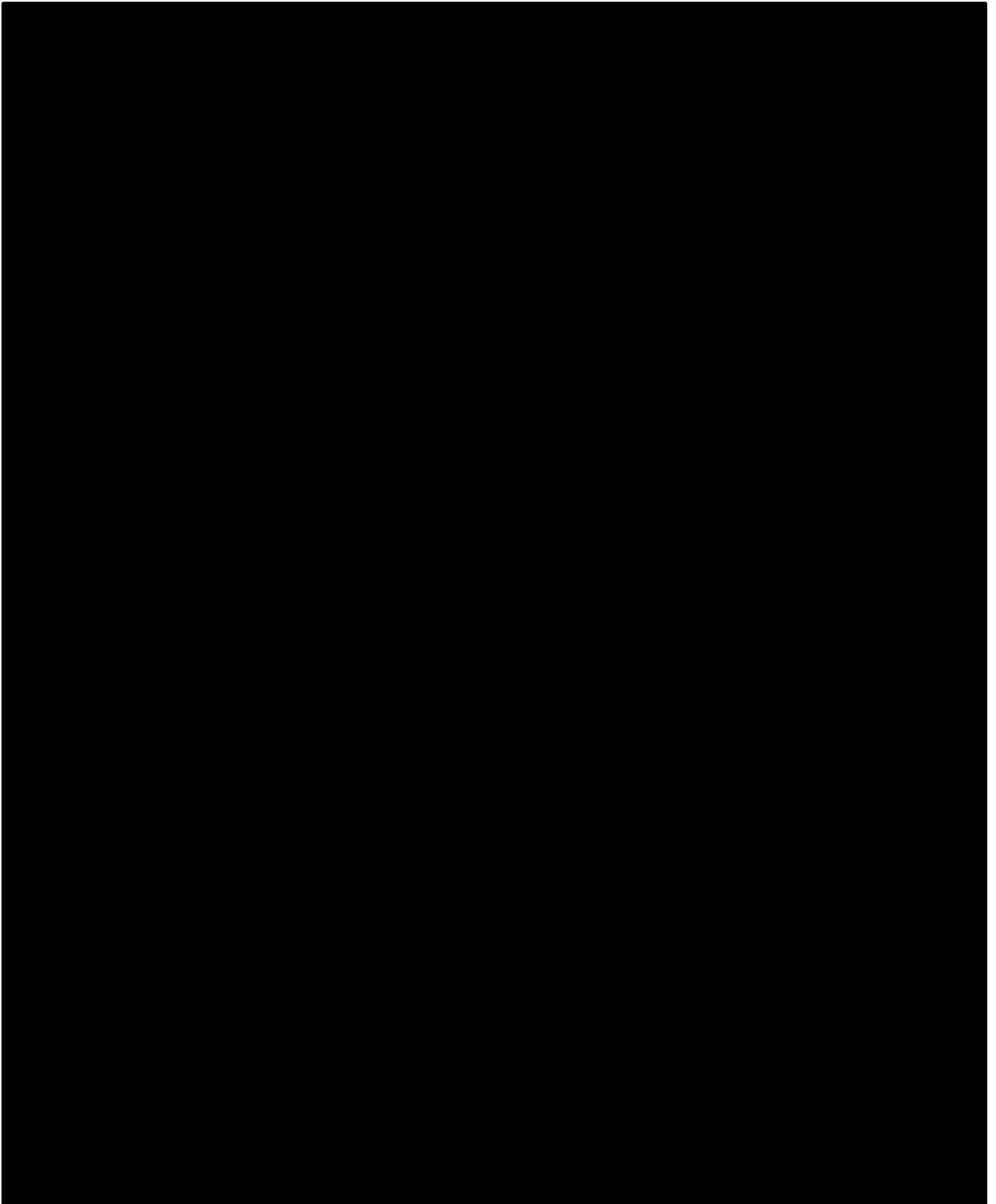
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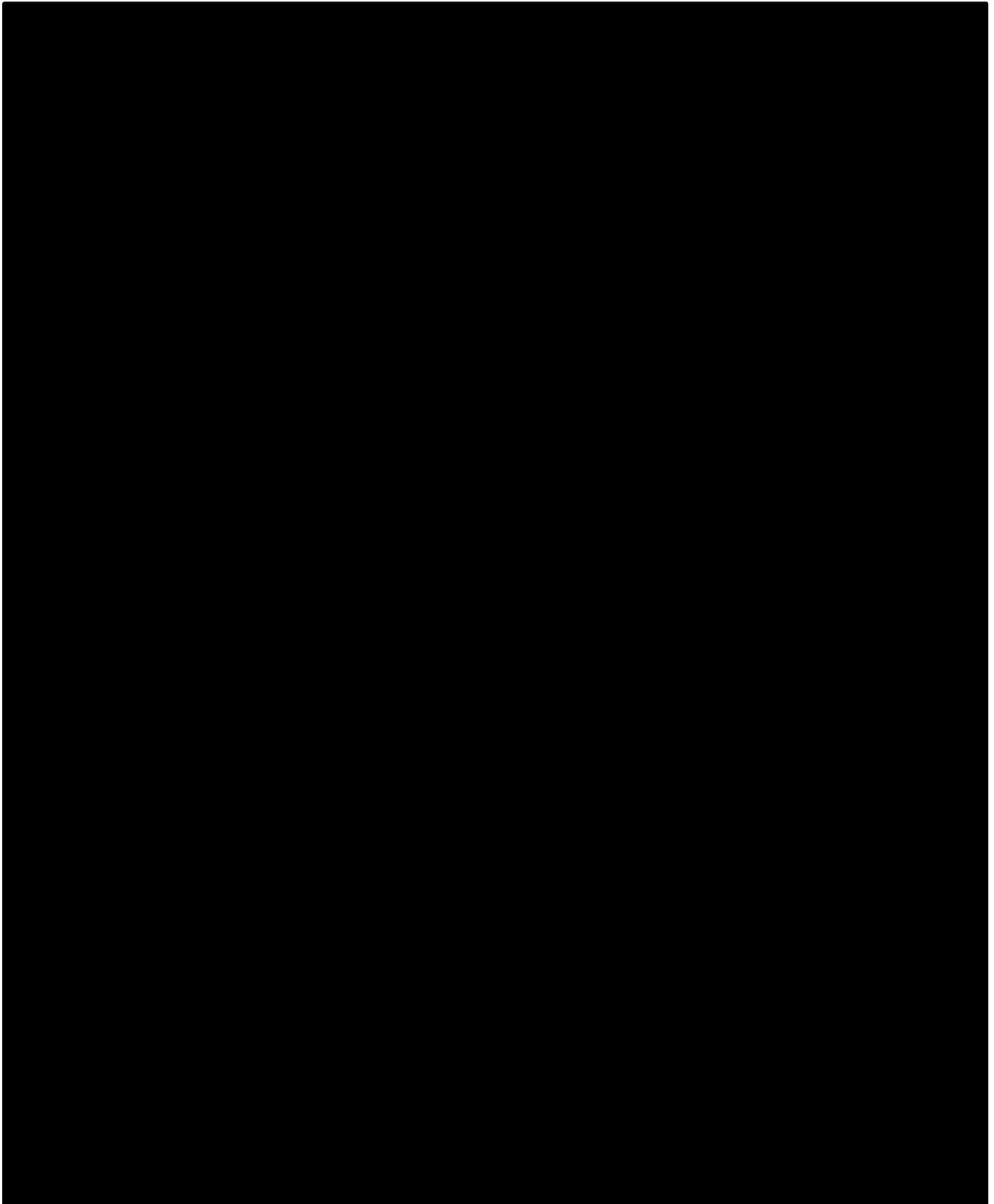
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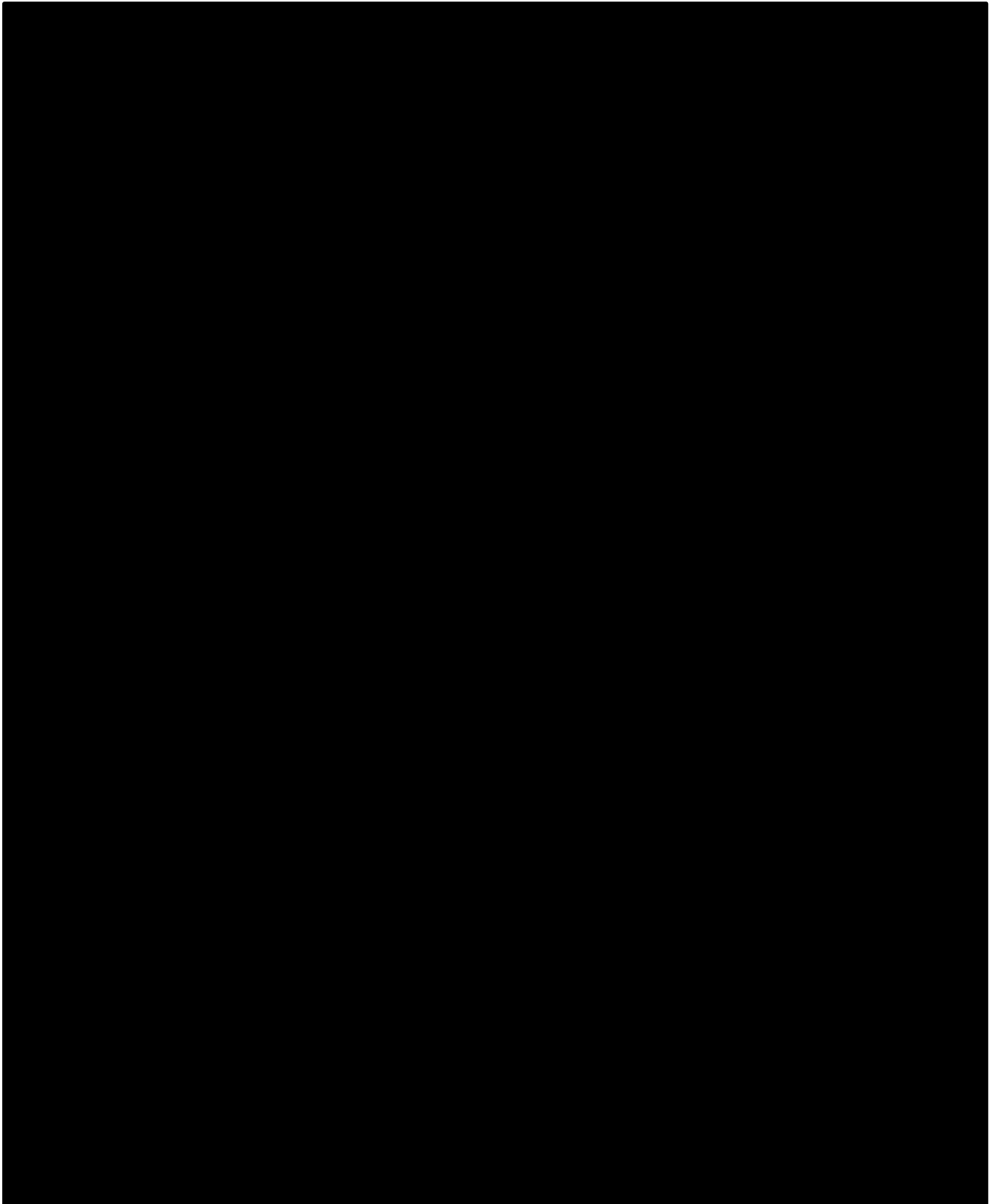
**Annex A: Brief**

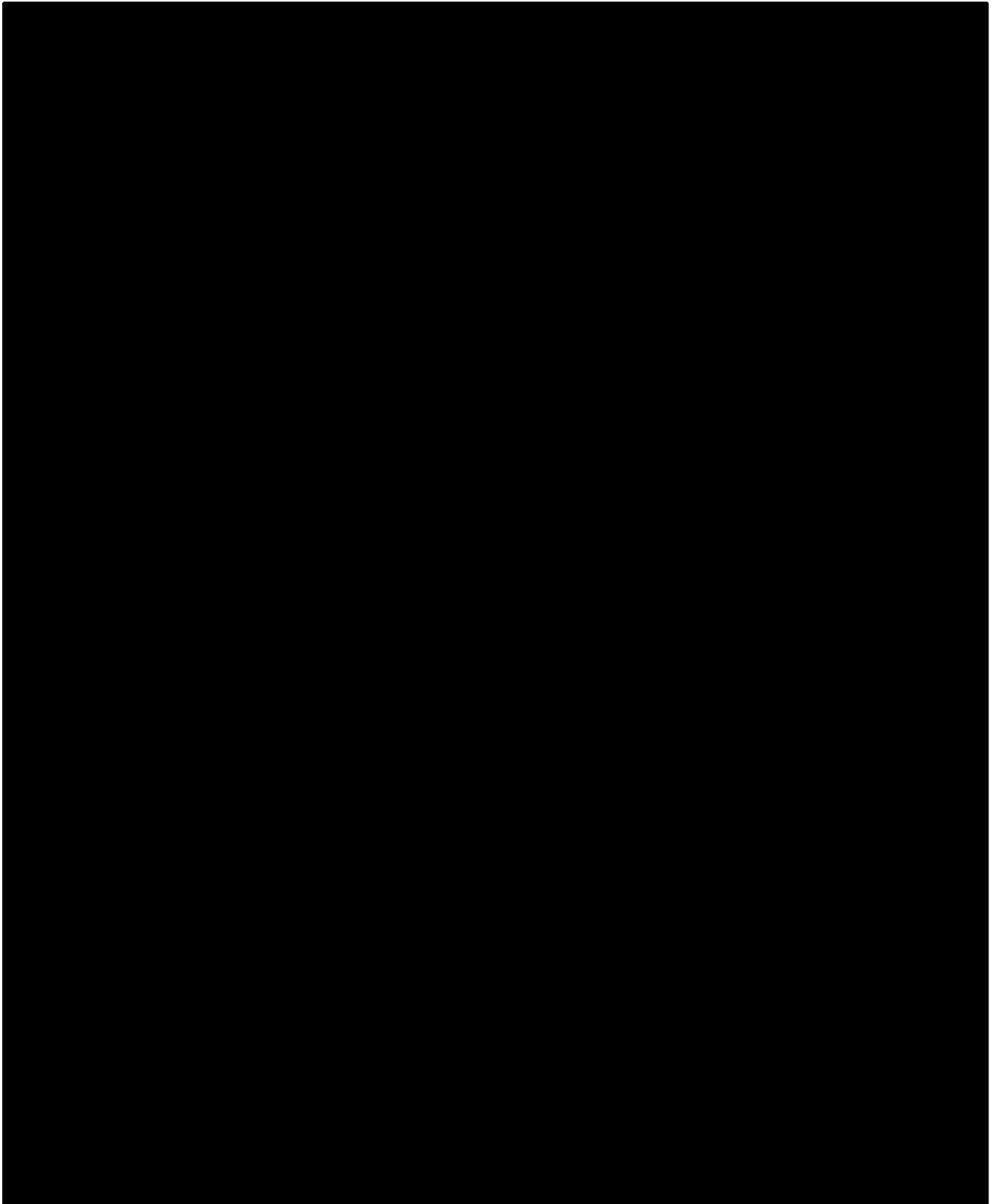


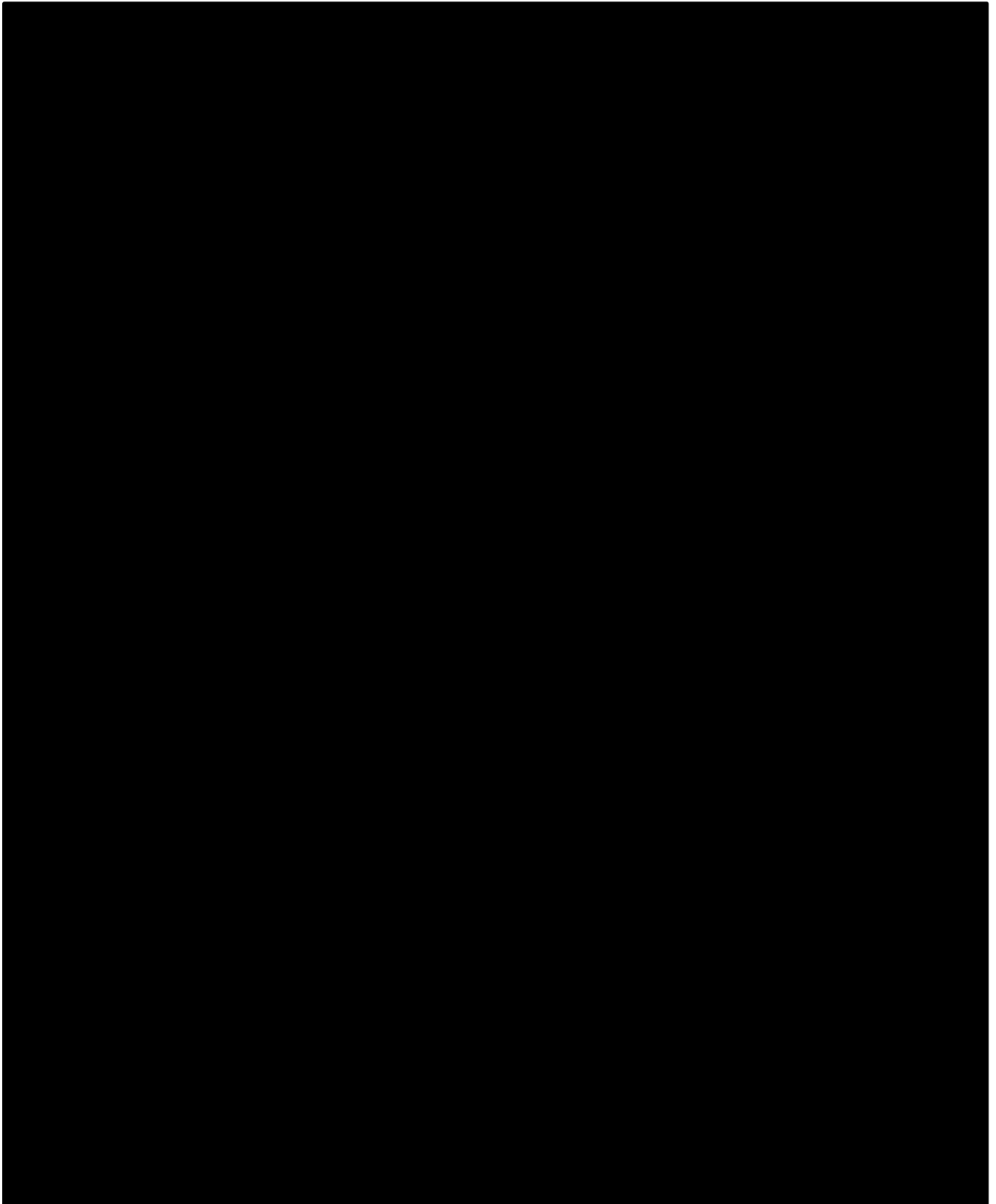


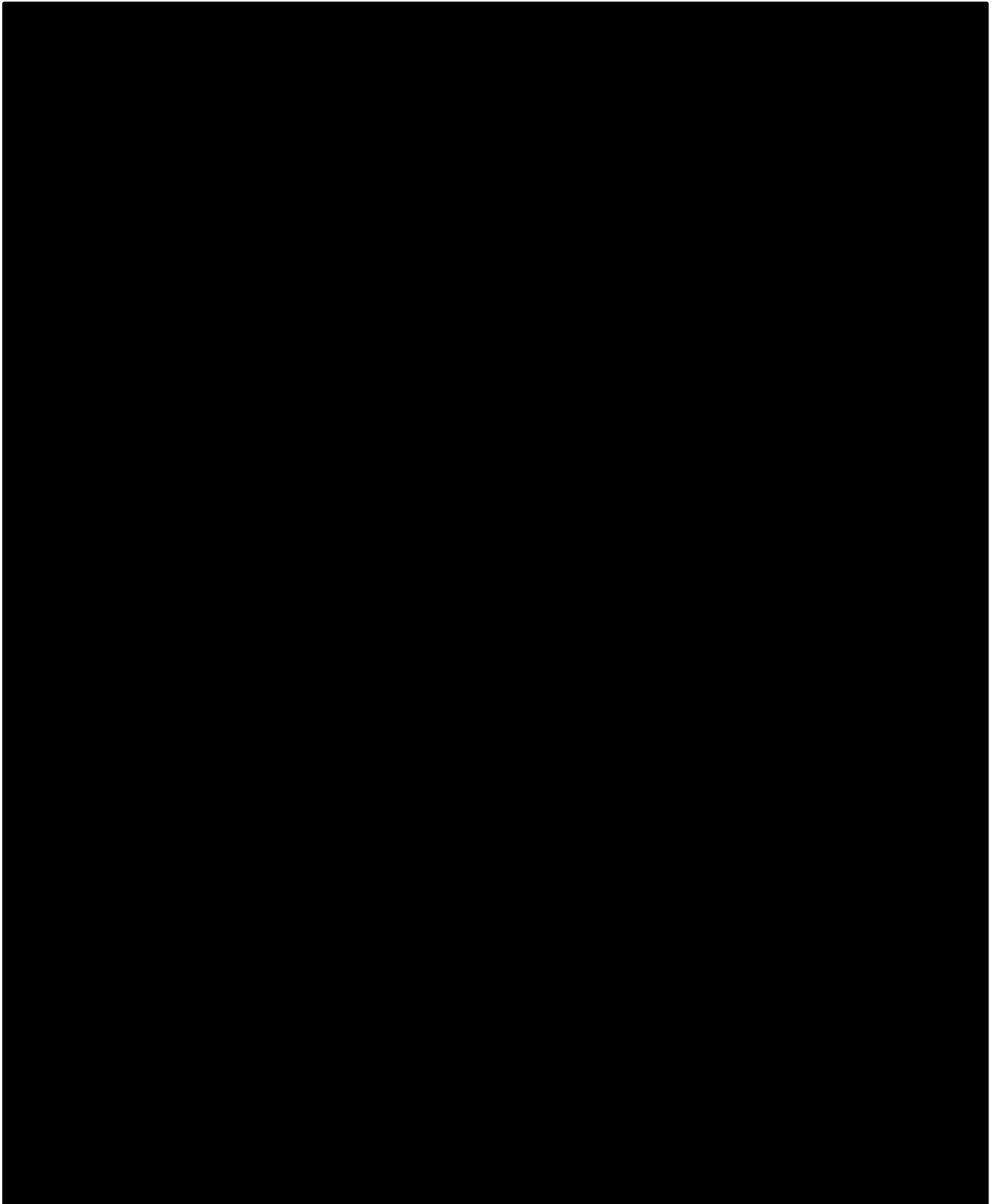












## **Part 2 – Call-Off Terms and Conditions**

Due to its size this is provided a separate document.