

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

(Registered No. N/A)

and**Academia Limited****Unit 1 Progression Centre, Mark Road, Hemel Hempstead, HP2 7DW**

(Registered No. 04771037)

13th February 2024




Dear Sirs

Call-Off Contract No. DDaT24097 for the supply of Goods and Services

- 1 Further to the Framework Agreement dated 1st November 2021, 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 DDaT24097 .		
Parties	Between: (1) UKRI – UK Research and Innovation whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1TFL (Customer); and (2) Academia Limited (company number 04771037) whose registered office is at Unit 1 Progression Centre, Mark Road, Hemel Hempstead, HP2 7DW (Supplier).		
Call-Off KPIs leasP (Cl. 1.1)			
	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	100% of Goods delivered on time in full
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	100% 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	100% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	100% 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)
Charges (Cl.1.1)	The Charge(s) for this Order is: £131,610.96 (one hundred thirty-one thousand, six hundred ten pounds and ninety-six pence) excluding VAT.		
Access Date (Cl.1.1)	Not applicable.		
Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.		
Contract End Date (Cl. 1.1)	<p>Means:</p> <ul style="list-style-type: none"> 3 years after final delivery and installation of the relevant Goods and/or Software (in full) (including any replacement Goods and/or Software required under Clause 6.3) 		

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 £131,610.96 (one hundred thirty-one thousand, six hundred ten pounds and ninety-six pence) excluding VAT
Delivery Date(s) (Cl. 1.1)	The Supplier shall deliver the Goods by the following date(s): 31st March 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)	The Goods to be supplied under this Call-Off Contract are as follows: 
Installation Date (Cl. 1.1)	Not applicable.
Premises (Cl. 1.1)	The Goods are to be delivered to and/or the Services are to be supplied at: Polaris House, North Star Avenue, Swindon, SN2 1FL FAO: 
Services (Cl. 1.1)	The Services to be supplied under this Call-Off Contract are as follows: 
Software (Cl. 1.1)	Not applicable.

Software Specification (Cl. 1.1)	Not applicable.
Software Warranty Period (Cl. 1.1)	Not applicable.
Services Commencement Date (Cl. 1.1)	Supply of the Services is to commence upon successful delivery of the goods.
Services End Date (Cl. 1.1)	Supply of the Services is to end 3 years after successful delivery of the goods.
Supplier Liability Cap (Cl. 1.1)	Means the amount of £164,513.7 (one hundred sixty four thousand, five hundred thirteen pounds and seven pence) excluding VAT or 125% of the overall contract value.
Instalments (Cl. 8.4)	<p>The stages of payment described in Clause 8.4 of the Call-Off Terms and Conditions are as below:</p> <p>The payment profile for this Call-Off Contract is payment upon satisfactory delivery and receipt of goods.</p> <p>All invoices must include a valid purchase order number and the DDaT reference DDaT24097.</p> <p>All invoices shall be sent to [REDACTED] [REDACTED] for processing.</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> <p>To: UKRI – UK Research and Innovation whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1TFL</p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of the Supplier:</p> <p>To: Academia Limited - Unit 1 Progression Centre, Mark Road, Hemel Hempstead, HP2 7DW</p> <p>Marked for the attention of: [REDACTED]</p>
Data Protection	Not applicable.

Particulars (Schedule 4)	
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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

[Redacted Signature]

for and on behalf of the **CUSTOMER**

Name: [Redacted]

Designation: [Redacted]

Date: 16th
February
2024

Accepted and acknowledged by:

[Redacted Signature]
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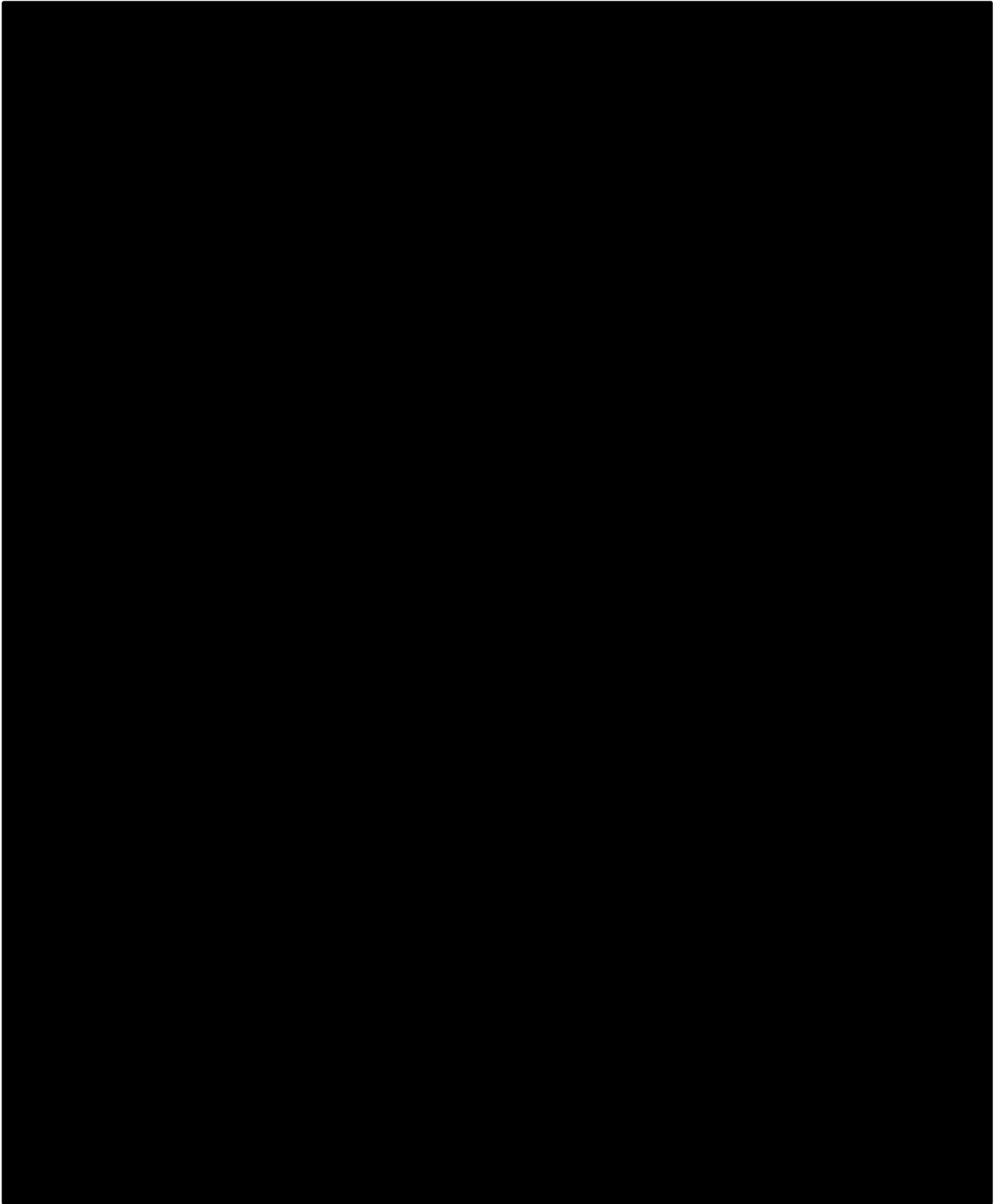
for and on behalf of **SUPPLIER**

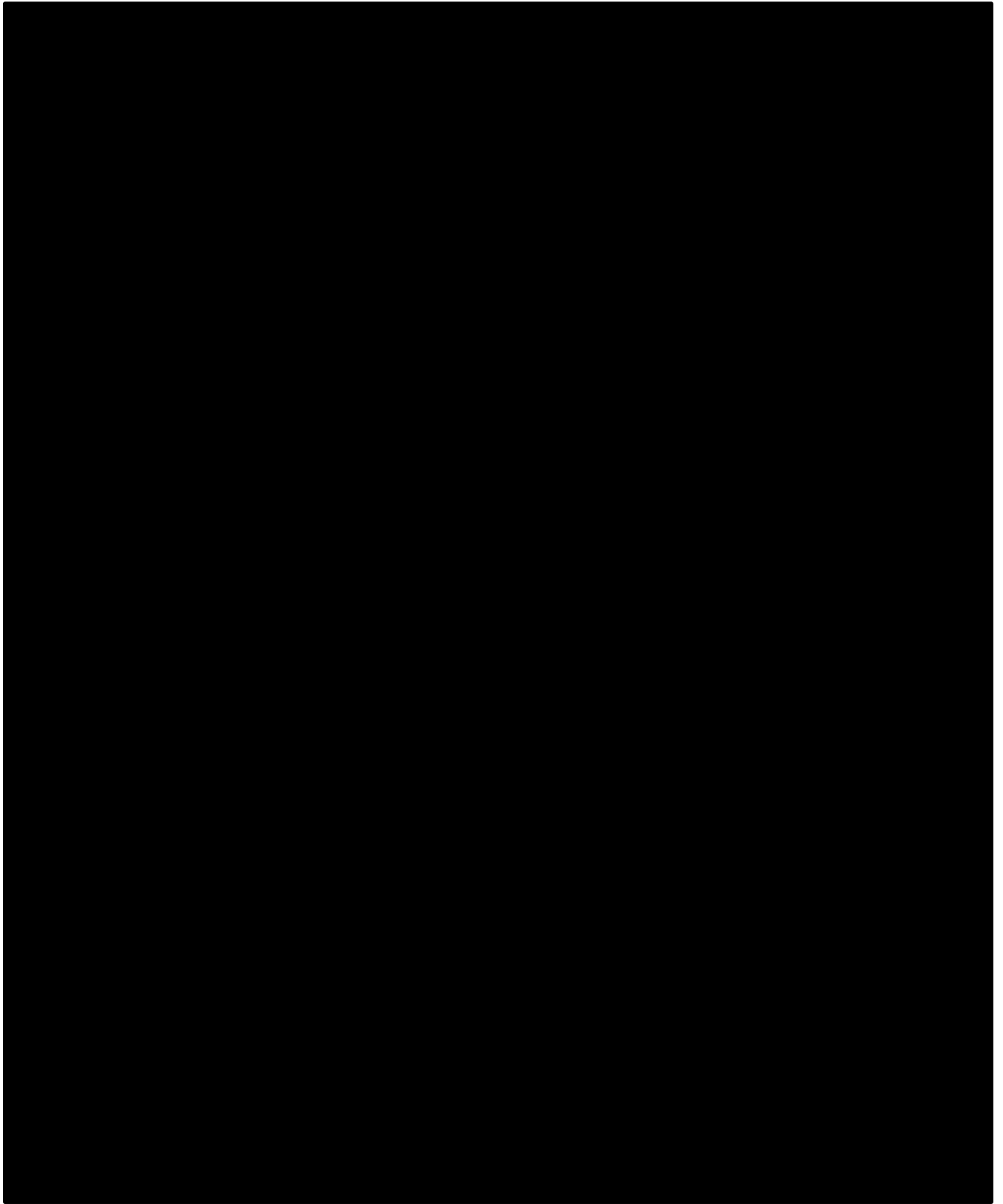
Name: [Redacted]

Designation: [Redacted]

Date: 13th February 2024

Annex A: Brief





Part 2 – Call-Off Terms and Conditions

Due to its size this is provided a separate document (Schedule 1B)