

Schedule 3: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL

and

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

08/02/2024


Dear Sirs

Call-Off Contract No. DDaT23548 for the supply of Goods, Services and/or Software

- 1 Further to the Servers, Storage and Solutions National Agreement Framework dated 1st 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								
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT23548								
Parties	Between: (1) UK Research and Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL (Customer); and (2) Dell Corporation Limited company number 02081369 whose registered office is at 1 st & 2 nd Floor One Creechurch Place London EC3A 5AF (Supplier)								
Call-Off KPIs (Cl. Error! R eference source not found.)	<table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td></td><td></td><td></td></tr></table>			Performance Target	Key Indicator	Performance Measure			
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: £1,110,000.00 GBP Excluding VAT		
Access Date (Cl.1.1)	The Software and support services shall be accessible from the date of the delivery of the goods.		
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"> 12th February 2027
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 £1,110,000.00 GBP Excluding VAT
Delivery Date(s) (Cl. Error! Reference source not found.)	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none"> All delivery dates are estimates.
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 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 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 detailed below in the Annex A: Brief
Installation Date (Cl. Error! Reference source not found.)	The Software shall be installed upon successful delivery of goods.
Premises (Cl. Error! Reference source not found.)	The Goods are to be delivered to and/or the Services are to be supplied to: 

Services (Cl. Error! Reference source not found.)	The Services (where applicable) to be supplied under this Call-Off Contract are as per the quotes in the Annex 1 Brief
Software (Cl. Error! Reference source not found.)	The Software to be supplied under this Call-Off Contract are as per the quotes in the Annex 1 Brief
Software Specification (Cl. Error! Reference source not found.)	The Software shall meet the following technical/functional specification as per the Annex 1 Brief.
Software Warranty Period (Cl. Error! Reference source not found.)	The Software Warranty Period shall be as detailed in the Annex 1 Brief.
Services Commencement Date (Cl. Error! Reference source not found.)	Supply of the Services (where applicable) is to commence on the date of the shipment of the goods.



Reference source not found.)	
Services End Date (Cl. Error! Reference source not found.)	Supply of the Services (where applicable) is to end on delivery of licenses.
Supplier Liability Cap (Cl. 1.1)	As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier Means the amount of £1,110,000.00 GBP Excluding VAT
Instalments (Cl. Error! Reference source not found.)	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 DDaT23548. All invoices shall be sent to [REDACTED] for processing.
Notices (Clause 19.3)	<p>Any written notice provided under Clauses 18.1 and 20.1 shall be sent:</p> <p>In the case of the Customer:</p> <p>To:</p> <p>UK Research and Innovation - STFC, Polaris House, North Star Avenue, Swindon, England, SN2 1FL Marked for the attention of [REDACTED]</p> <p>[REDACTED]</p> <p>In the case of the Supplier:</p> <p>To:</p> <p>Dell Corporation Limited 1st & 2nd Floor One Creechurch Place London EC3A 5AF</p> <p>Marked for the attention of: [REDACTED]</p> <p>[REDACTED]</p>

Data Protection Particulars (Schedule 4)	Not Applicable
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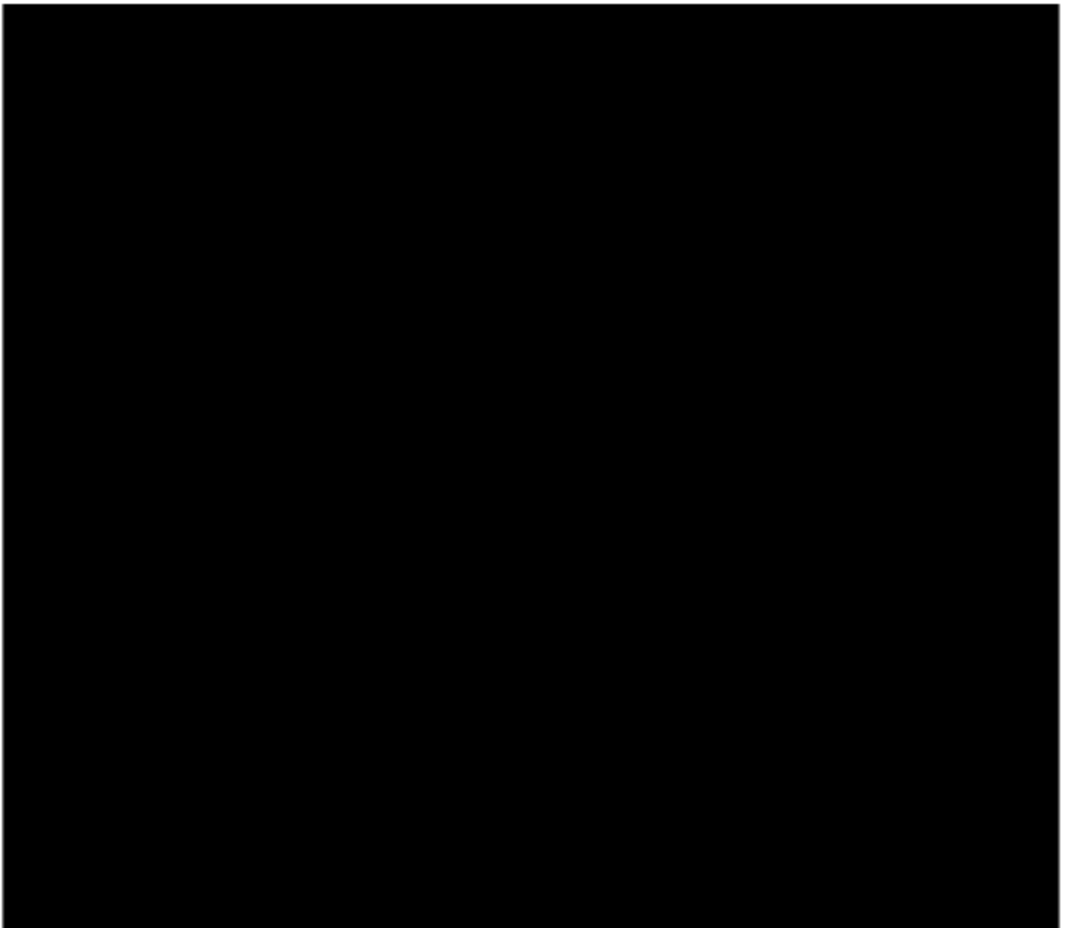
- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the 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.

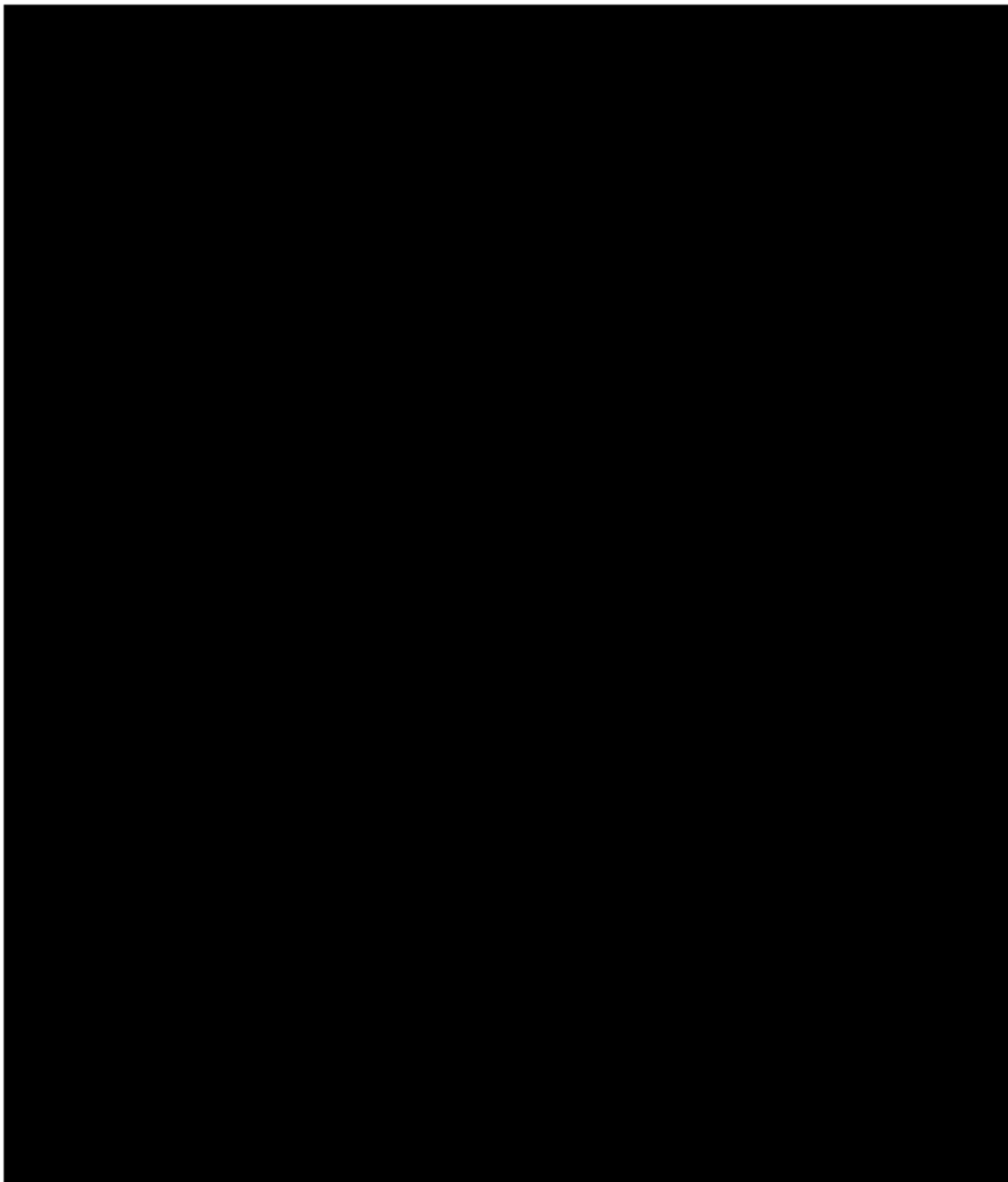
Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

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: 
Date:	Date: 09.02.2024

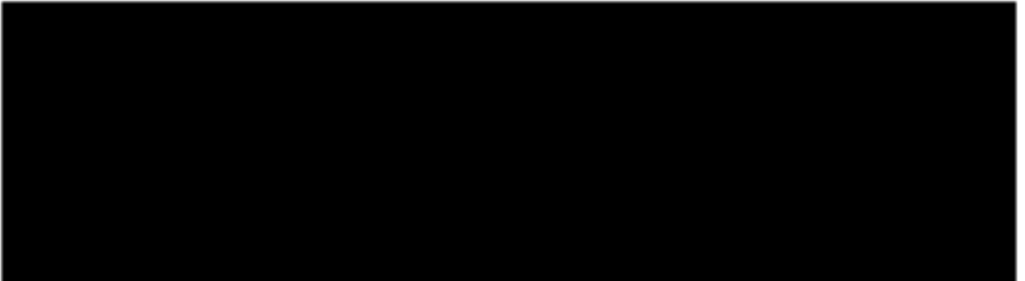
Annex A: Brief







Total Value - £1,110,000.00 Excluding VAT.



Part 2 – Call-Off Terms and Conditions

