

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation

Polaris House, North Star Avenue, Swindon, SN2 1FL

CDW Limited
3rd Floor One New Change,
London,
United Kingdom,
EC4M 9AF
(Registered No. **02465350**)

24/01/2025

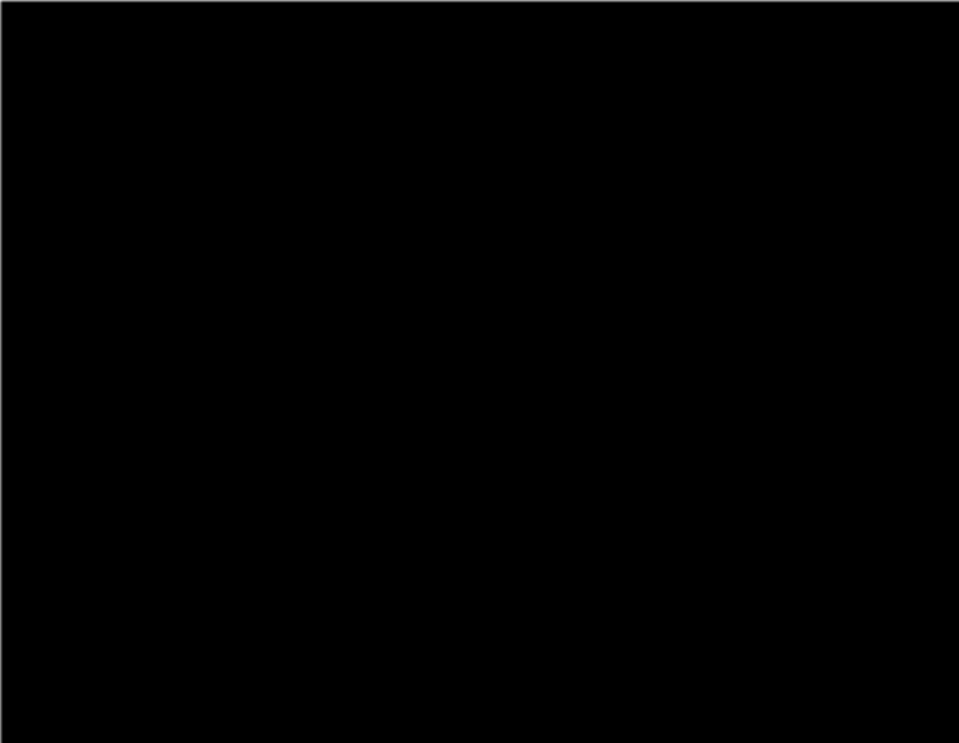

Dear Sirs

Call-Off Contract No. DDaT25003 for the supply of Goods

- 1 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.
- 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 DDaT25003			
Parties	Between: (1) UK Research and Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL (Customer); and (2) CDW Limited (company number 02465350) whose registered office is at One New Change, London, EC4M 9AF (Supplier).			
Call-Off KPIs (Cl. 1.1)	Performance Target	Key Indicator	Performance Measure	
	The Supplier shall use all reasonable endeavours 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: £1,702,551.52 (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. 1.1)	Means: 23 rd March 2029		
Customer Liability Cap (Cl. 1.1)	125% of Annual Contract Value		
Delivery Date(s) (Cl. 1.1)	The Supplier shall use reasonable endeavours to deliver the Goods by the following date(s): <ul style="list-style-type: none"> 24th February 2025 		

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)	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> 
Installation Date (Cl. 1.1)	N/A
Premises (Cl. 1.1)	<p>The Goods are to be delivered to and/or the Services are to be supplied at:</p> 

Services (Cl. 1.1)	The Services to be supplied under this Call-Off Contract are as follows: <div style="background-color: black; height: 180px; width: 100%;"></div>
Services Commencement Date (Cl. 1.1)	The Supplier shall use all reasonable endeavours to ensure the supply of the Services commences on 24 th February 2025
Services End Date (Cl. 1.1)	Supply of the Services is to end on: 23 rd March 2029
Supplier Liability Cap (Cl. 1.1)	125% of Annual Contract Value
Instalments (Cl. 8.4)	Not Applicable Payment shall be 30 days net from delivery date
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer: To: <div style="background-color: black; width: 450px; height: 40px; display: inline-block;"></div> Marked for the attention of: <div style="background-color: black; width: 250px; height: 20px; display: inline-block;"></div> In the case of the CDW Limited: To: <div style="background-color: black; width: 380px; height: 40px; display: inline-block;"></div> Marked for the attention of: <div style="background-color: black; width: 150px; height: 20px; display: inline-block;"></div>
Data Protection Particulars (Schedule 5)	N/A

- 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

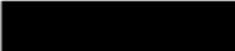
Accepted and acknowledged by:



.....
for and on behalf of the **[CUSTOMER]**

.....
for and on behalf of CDW Limited

Name: 

Name: 

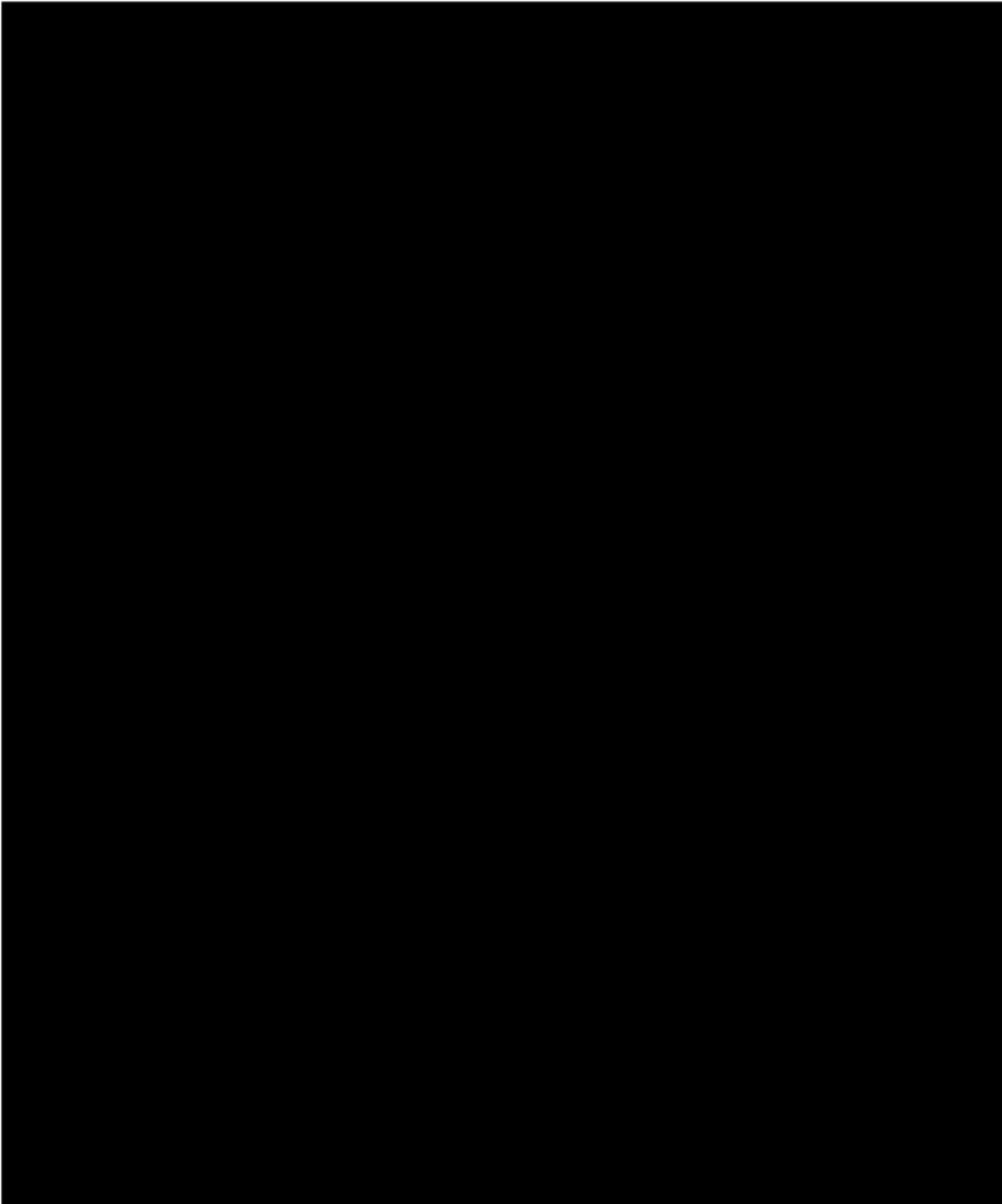
Designation: 

Designation: 


Date: 

Date: 

Annex A: Brief



Part 2 – Call-Off Terms and Conditions



SSSNA_Call Off
Terms_04112021.docx