

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UNITED KINGDOM RESEARCH AND INNOVATION
(A statutory corporation)

and

DELL CORPORATION LIMITED
1st & 2nd Floor,
One Creechurch Place,
London,
England, EC3A 5AF
(Registered No. **02081369**)


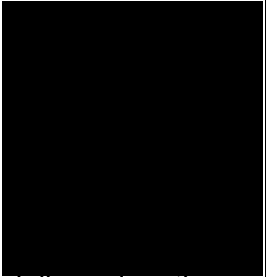
22nd March 2024

Dear Sirs

Call-Off Contract No. DDaT24186 for the supply of DELL Network Deployment Services

- 1 Further to the Framework Agreement 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 DDaT24186
Parties	Between: (1) UNITED KINGDOM RESEARCH AND INNOVATION , a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (Customer) and (2) DELL CORPORATION LIMITED (company number 02081369) whose registered office is at 1st & 2nd Floor, One Creechurch Place, London, England, EC3A 5AF (Supplier)

Call-Off KPIs (Cl. 1.1)	Performance Target	Key Indicator	Performance Measure
	Guarantee to deliver all deployment services specified on Dell quotes  covered under this Contract within the lead-times specified to member locations throughout the UK.	Delivery of Services	99% of the deployment services specified on Dell quotes  delivered on time in full.
	Respond to all operational enquiries within four working hours.	Provision of Response	95% of all queries responded to within four working hours
Charges (Cl.1.1)	The value of this contract shall not exceed £58,576.99 (fifty-eight thousand, five hundred and seventy-six pounds and ninety-nine 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)	On completed provision of the agreed Services (in full) or on 28 th August 2024, whichever occurs first.		
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 £58,576.99 (fifty-eight thousand, five hundred and seventy-six pounds and ninety-nine pence) excluding VAT.		
Delivery Date(s) (Cl. 1.1)	Not applicable.		
Defects Rectification Period (Cl. 1.1)	Not applicable.		

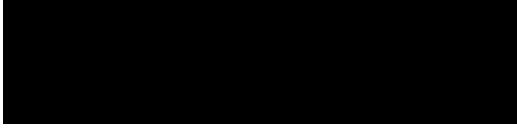
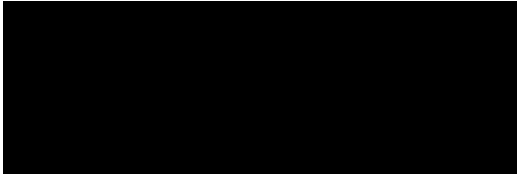

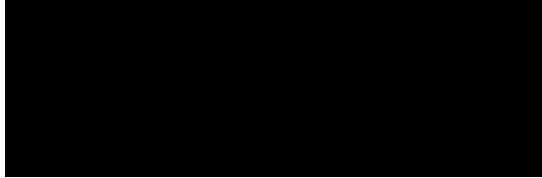
Goods (Cl. 1.1)	Not applicable.
Installation Date (Cl. 1.1)	Not applicable.
Premises (Cl. 1.1)	The Services are to be supplied at: [REDACTED] Medical Research Council, P2P Admin/Goods In, MRC at MLC Harwell, Chilton, OX11 0RD, Oxfordshire, Didcot Great Britain
Services (Cl. 1.1)	The Deployment Services to be supplied as purchased under this Call-Off Contract are as follows: <ul style="list-style-type: none">• Please see details in Annex A: Brief and Annex B: SOW
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)	[REDACTED]
Services End Date (Cl. 1.1)	Supply of the majority of the Services (where applicable) is to be completed by: <ul style="list-style-type: none">• 30th April 2024 And the remainder of the services by: <ul style="list-style-type: none">• 28th August 2024
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 £58,576.99 (fifty-eight thousand, five hundred and seventy-six pounds and ninety-nine pence) excluding VAT.

Instalments (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 DDaT24186 . All invoices shall be sent to Finance@uksbs.co.uk for processing.
Notices (Clause 18.1 & 20.1)	Any written notice provided under Clauses 18.1 and 20.1 shall be sent: In the case of the Customer: To: Medical Research Council, MRC at MLC Harwell, Chilton, OX11 0RD, Oxfordshire, Didcot Great Britain Marked for the attention of: [REDACTED] In the case of the Supplier: To: Dell Corporation Limited 1st & 2nd Floor One Creechurch Place London EC3A 5AF Marked for the attention of: [REDACTED]
Data Protection Particulars (Schedule 4)	Not applicable.

- 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.

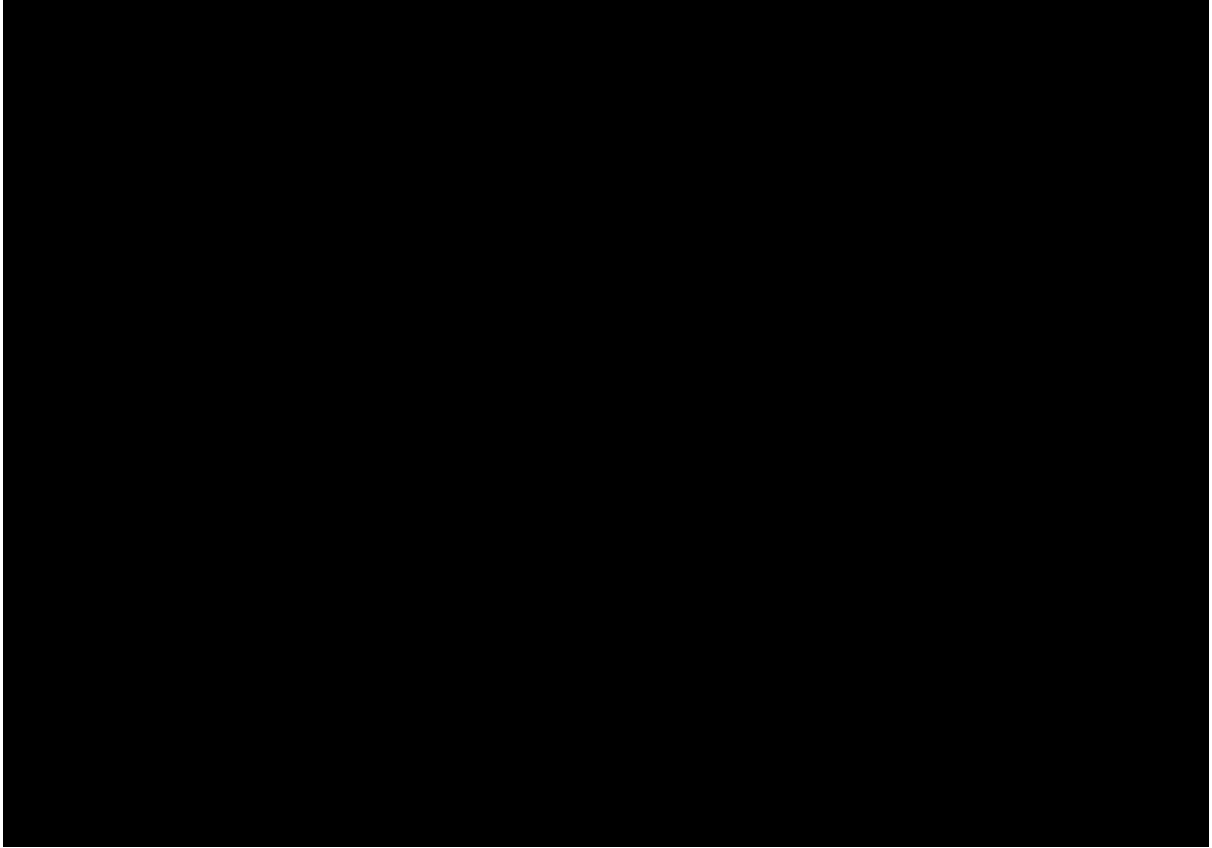
Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

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.

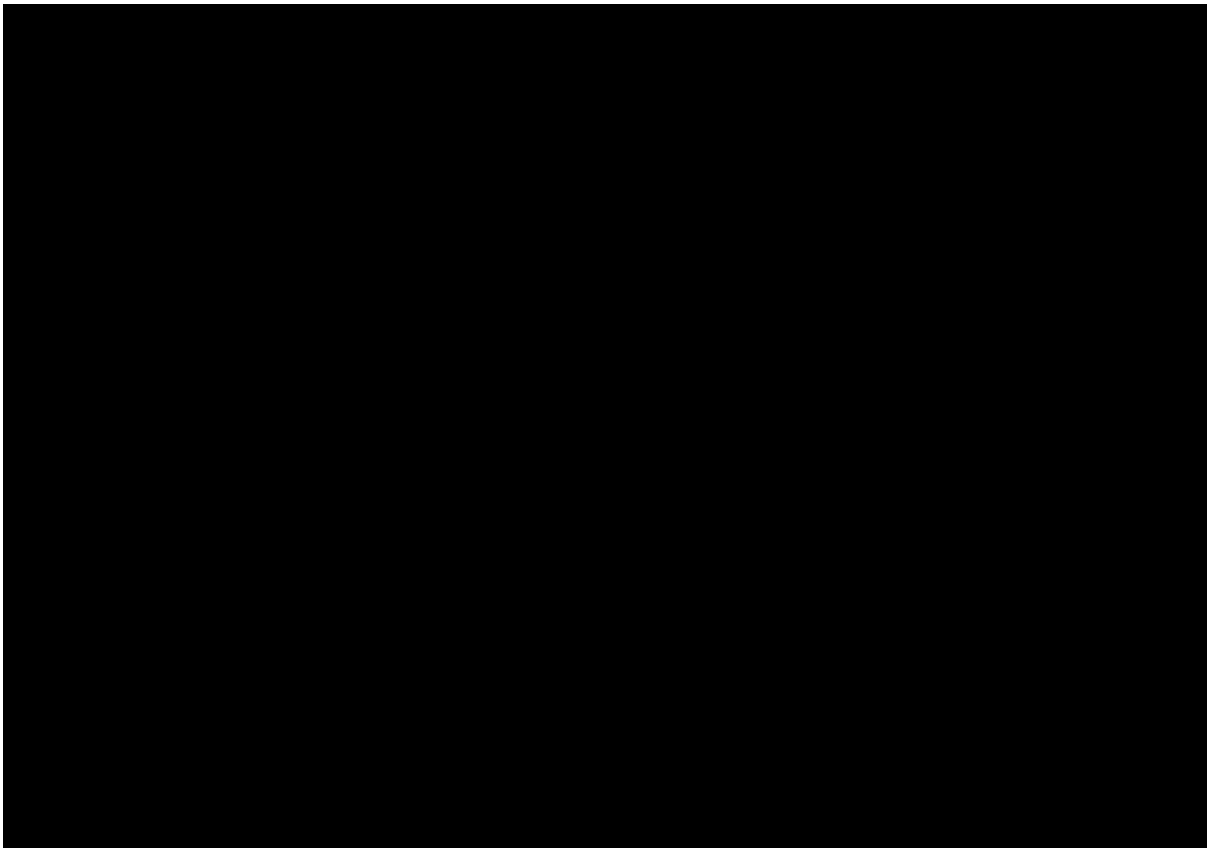
<p>Yours faithfully</p>  <p>for and on behalf of United Kingdom Research and Innovation (UKRI)</p>  <p>Date: 18th April 2024</p>	<p>Accepted and acknowledged by:</p>  <p>for and on behalf of Dell Corporation Limited</p>  <p>Date: 16th April 2024</p>
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Annex A: Brief

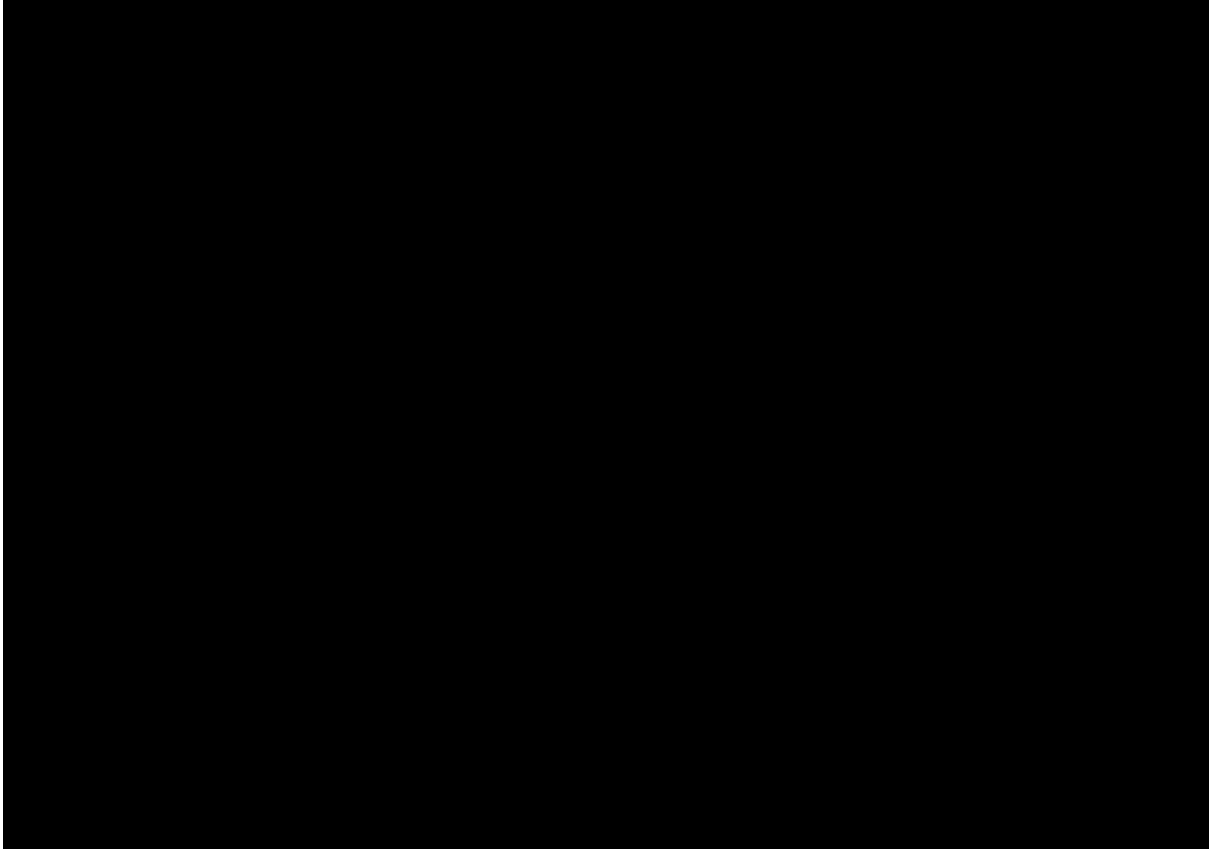
Phase 1



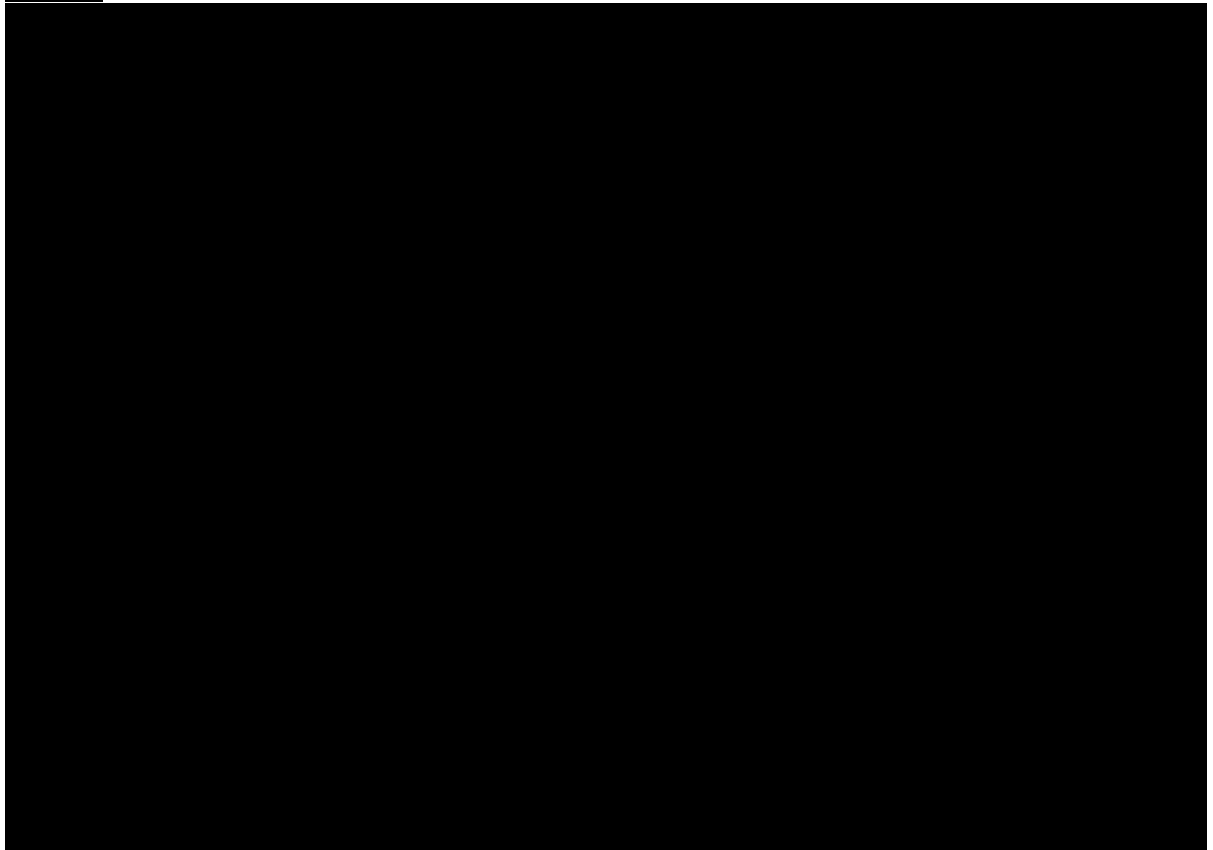
Phase 2



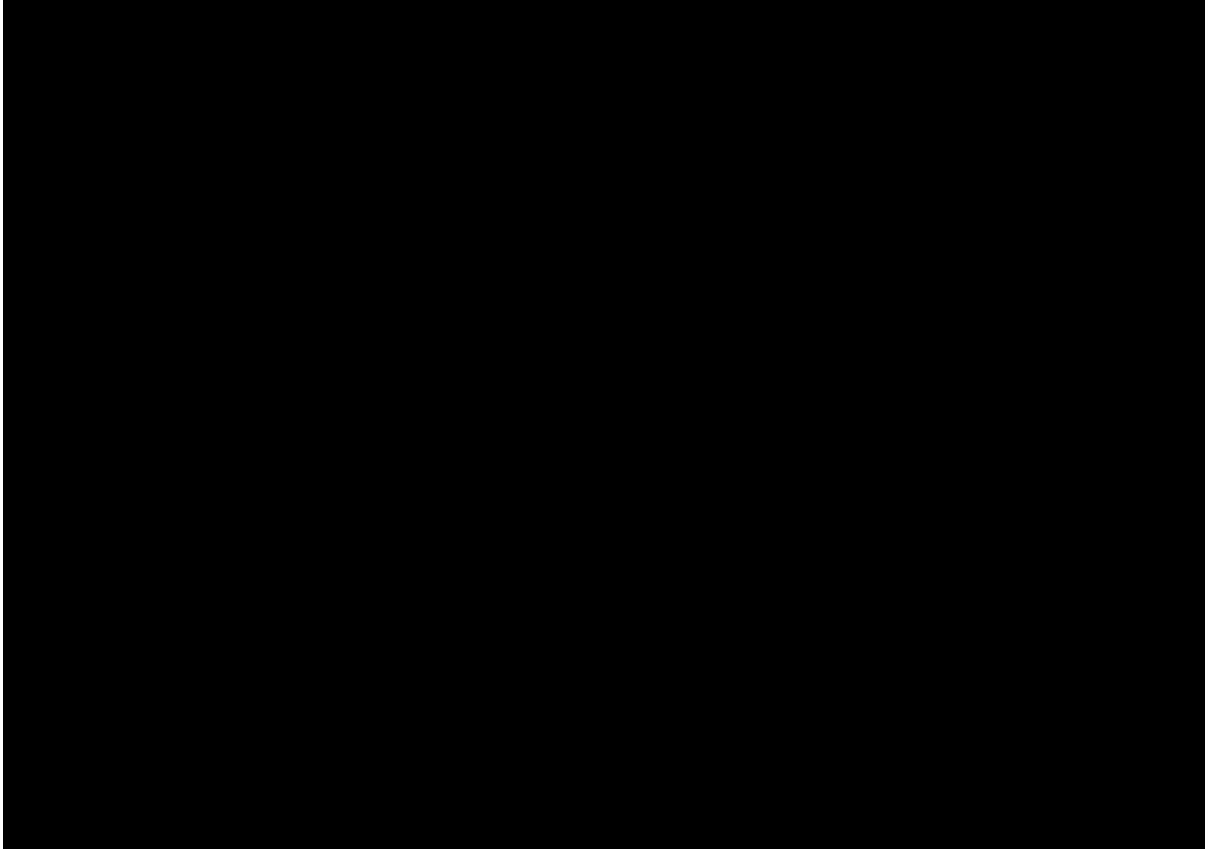
Phase 3



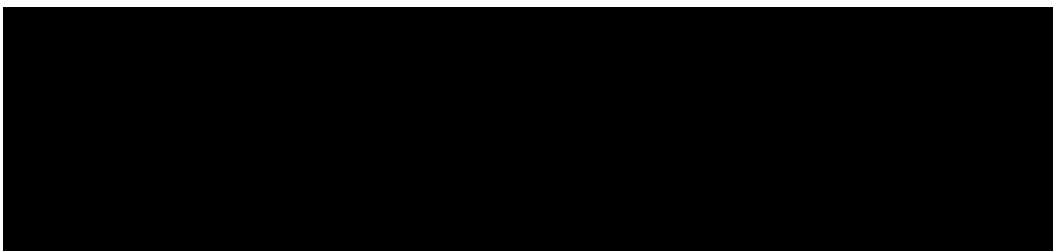
Phase 4



Phase 5



Annex B: SOW (Statement of Work)



Part 2 – Call-Off Terms and Conditions

