

## Schedule 3: Call-Off Contract

### PART 1 – ORDER FORM

**UK Research and Innovation (UKRI) – Science and Technology Facilities Council (STFC)**  
**whose registered office is at** Polaris House, North Star Avenue, Swindon, SN2 1FL,  
**(“Member Institution”)** **(which includes any successors)**

and

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

05/12/2023

Dear Sirs

#### Call-Off Contract No [REDACTED] for the supply of Goods, Services and/or Software

- 1 Further to the Framework Agreement dated 1st February 2023 – 31st January 2025, 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 [REDACTED]								
<b>Parties</b>	<b>Between:</b>  (1) <b>UKRI – Science and Technology Facilities Council</b> (STFC) Polaris House, North Star Avenue, Swindon, SN2 1FL <b>(The Customer)</b>  (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><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract</td><td>Delivery of Goods</td><td>99% of Goods delivered on time in full</td></tr></table>			Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract	Delivery of Goods	99% of Goods delivered on time in full
Performance Target	Key Indicator	Performance Measure							
Guarantee to deliver all Goods covered under this Contract	Delivery of Goods	99% of Goods delivered on time in full							

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	within the lead-times specified to member locations throughout the UK.		
	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)
<b>Charges</b> (Cl.1.1)	The total Charge(s) for this Order is: [REDACTED] excluding VAT [REDACTED] [REDACTED]		
<b>Access Date</b> (Cl.1.1)	N/A		
<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)	The contract will end 60 months after the successful delivery of the relevant Goods (in full) (including any replacement Good required under clause 6.3)
<b>Customer Liability Cap</b> (Cl. 1.1)	100% of the Order value, to a maximum of [REDACTED] unless mutually agreed otherwise by the Customer and the Supplier (complete below)  Means the amount [REDACTED] excluding VAT
<b>Delivery Date(s)</b> (Cl. 1.1)	Shipment of the goods shall be made within 4 weeks of the PO date.
<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)	The Goods to be supplied under this Call-Off Contract are as follows:  [REDACTED]

<b>Installation Date</b> (Cl. 1.1)	N/A
<b>Premises</b> (Cl. 1.1)	The Goods are to be delivered to FAO [REDACTED] STFC RAL Space Rutherford Appleton Laboratory Didcot Oxfordshire OX11 0QX
<b>Services</b> (Cl. 1.1)	The Services (where applicable) to be supplied under this Off Contract are as follows: As per Annex A Brief.
<b>Software</b> (Cl. 1.1)	The Software to be supplied under this Call-Off Contract is follows: As per below Annex A Brief

<b>Software Specification</b> (Cl. 1.1)	The Software shall meet the following technical/functional specification:  As below Annex A Brief
<b>Software Warranty Period</b> (Cl. 1.1)	The Software Warranty Period shall be:  N/A
<b>Services Commencement Date</b> (Cl. 1.1)	Supply of the Services (where applicable) is to commence on 05/12/2023.
<b>Services End Date</b> (Cl. 1.1)	Supply of the Services (where applicable) is to end on the 60 months anniversary of the ship date.
<b>Supplier Liability Cap</b> (Cl. 1.1)	As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier (complete below)  Means the amount [REDACTED] excluding VAT [REDACTED] (125% of the Charges payable by the Buyer to the Supplier during the Call-off Contract.)
<b>Instalments</b> (Cl. 8.4)	N/A


<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: [REDACTED]</p> <p>DDaT IT Contracts Manager</p> <p>[REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of the Supplier:</p> <p>To: Nikki Wilson</p> <p>Dell Corporation Limited 1st &amp; 2nd Floor One Creechurch Place London EC3A 5AF</p> <p>Marked for the attention of: Nikki Wilson</p>
<b>Data Protection Particulars</b> (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.


Yours faithfully

  
 for and on behalf of the UKRI – UK  
 Research and Innovation - STFC

Accepted and acknowledged by:

........  
 for and on behalf of **Dell Corporation**  
**Limited**  
 .....

Name:

Name: 

Designation:  Date:	Designation: Senior Director  Date: 07. December. 2023
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**Annex A: Brief**

Scope of Goods

The Supplier shall provide the required goods in line with Quotation [REDACTED] and [REDACTED]

[REDACTED]

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## Part 2 – Call-Off Terms and Conditions