

Schedule 3: Call-Off Contract

PART 1 – ORDER FORM

UNITED KINGDOM RESEARCH AND INNOVATION  
(A statutory corporation)

and

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

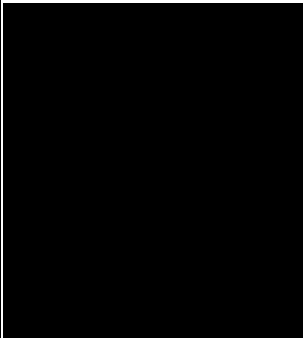
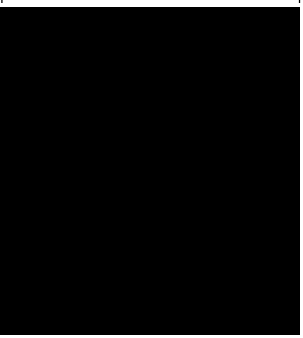
24<sup>th</sup> February 2025

Dear Sirs

Call-Off Contract No. DDaT24446 for the supply of Goods, Services and/or Software

- 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 and additionally in Annex B.
- 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 <b>DDaT24446</b> .		
Parties	<b>Between:</b>  (1) <b>United Kingdom Research and Innovation</b> , a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ( <b>Customer</b> ); and  (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> )		
Call-Off KPIs (Cl. Error! Reference source not found.)	Performance Target	Key Indicator	Performance Measure
	Guarantee to deliver all hardware and services specified on Dell quotes	Delivery of Goods	99% of hardware and services specified on Dell quotes

			
	under this Contract within the lead-times specified to member locations throughout the UK.		on time in full.
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	99% of replacement hardware parts available for next business day despatch by courier or supplier's support engineer onsite visit
	Product reliability	Failure rate of Servers under warranty	Less than 1% of Servers 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 value of this contract shall not exceed <b>GBP £757,061.00</b> (seven hundred and fifty-seven thousand and sixty-one pounds) excluding VAT.		
<b>Access Date</b> (Cl.1.1)	The Software and support services shall be accessible from the date of the delivery of the goods.		

<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. Error! Reference source not found.)	Means: <ul style="list-style-type: none"> <li>72 months after shipment date of the relevant Goods and Software (including any replacement Goods and/or Software required under Clause 6.3)</li> </ul>
<b>Customer Liability Cap</b> (Cl. 1.1)	100% of the Order value, to a maximum of £50,000 unless mutually agreed otherwise by the Customer and the Supplier.
<b>Delivery Date(s)</b> (Cl. Error! Reference source not found.)	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none"> <li>██████████ by 31st March 2025 estimated.</li> <li>██████████ by April 2025 estimated.</li> </ul>
<b>Defects Rectification Period</b> (Cl. Error! Reference source not found.)	I 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. Error! Reference source not found.)	<b>The Goods to be supplied under this Call-Off Contract are as detailed below in the Annex A: Brief</b>
<b>Installation Date</b> (Cl. Error! Reference source not found.)	The Software shall be installed upon successful delivery of goods.
<b>Premises</b> (Cl. Error! Reference source not found.)	The Goods are to be delivered to and/or the Services are to be supplied at: <b>Science &amp; Tech. Facilities Council (STFC)</b> ██████████

	<b>Great Britain</b>
<b>Services</b> (Cl. Error! Reference source not found.)	<p>The Services (where applicable) to be supplied under this Call-Off Contract are as follows:</p> <ul style="list-style-type: none"> <li>• <b>Please see details in Annex A: Brief and Annex B: SOW</b></li> </ul>
<b>Software</b> (Cl. Error! Reference source not found.)	<p>The Software to be supplied under this Call-Off Contract is as follows:</p> <ul style="list-style-type: none"> <li>• <b>Please see details in Annex A: Brief and Annex B: SOW</b></li> </ul>
<b>Software Specification</b> (Cl. Error! Reference source not found.)	<p>The Software shall meet the following technical/functional specification:</p> <ul style="list-style-type: none"> <li>• <b>Please see details in Annex A: Brief and Annex B: SOW</b></li> </ul>
<b>Software Warranty Period</b> (Cl. Error! Reference source not found.)	<p>The Software Warranty Period shall be:</p> <ul style="list-style-type: none"> <li>• <b>Please see details in Annex A: Brief and Annex B: SOW</b></li> </ul>
<b>Services Commencement Date</b> (Cl. Error! Reference source not found.)	Supply of the Services (where applicable) is to commence on the date of the shipment of the goods.
<b>Services End Date</b> (Cl. Error! Reference source not found.)	Supply of the Services (where applicable) is to end 72 months after the shipment date of the goods.
<b>Supplier Liability Cap</b> (Cl. 1.1)	<p>As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier</p> <p>Means the amount of GBP £757,061.00 (seven hundred and fifty-seven thousand and sixty-one pounds) excluding VAT.</p>

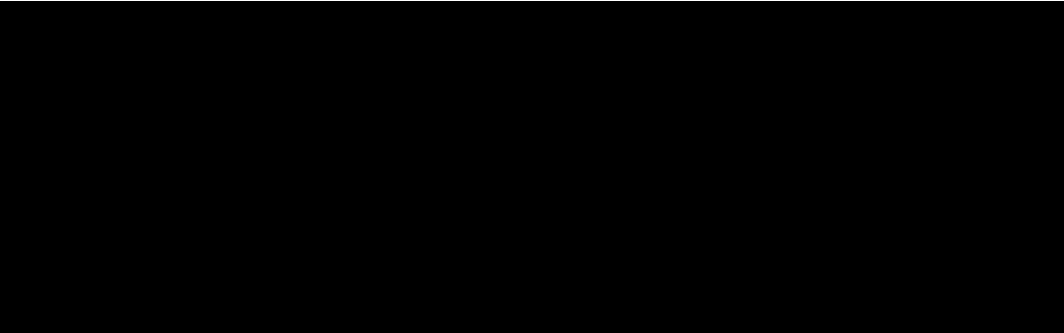
<b>Instalments</b> (Cl. <b>Error! Reference source not found.</b> )	The stages of payment described in Clause <b>Error! Reference source not found.</b> of the Call-Off Terms and Conditions are to be paid upon satisfactory delivery and receipt of goods. All invoices must include a valid purchase order number and the DDaT reference <b>DDaT24446</b> . All invoices shall be sent to <a href="mailto:Finance@uksbs.co.uk">Finance@uksbs.co.uk</a> for processing.
<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:  <b>Science and Technology Facilities Council</b>  <b>Rutherford Appleton Laboratory</b>  <b>Harwell Campus</b>  <b>Didcot</b>  <b>OX11 0QX</b></p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of the Supplier:</p> <p>To:  <b>Dell Corporation Limited</b>  <b>1st &amp; 2nd Floor</b>  <b>One Creechurch Place</b>  <b>London</b>  <b>EC3A 5AF</b></p> <p>Marked for the attention of: [REDACTED]</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.

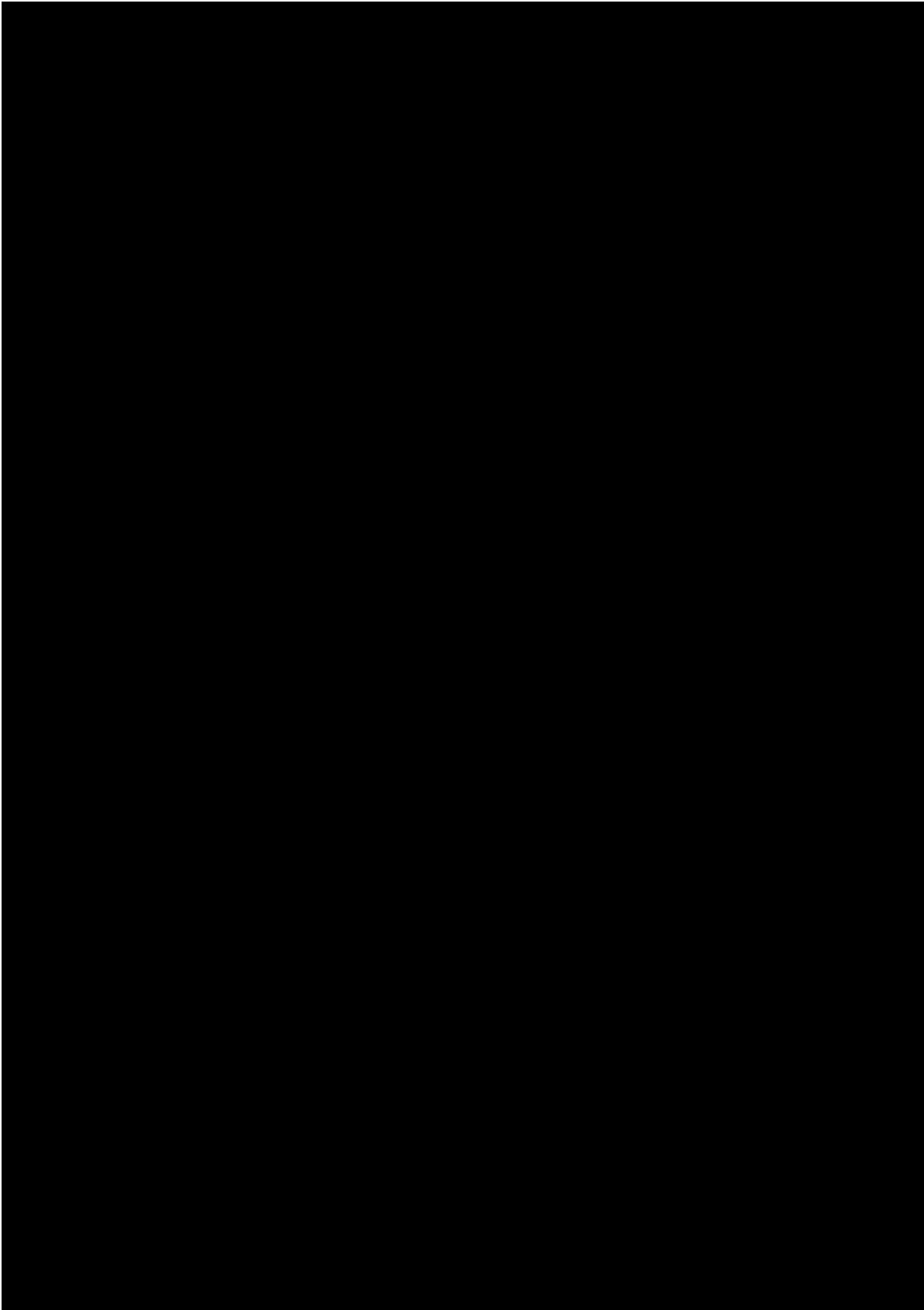
7        Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

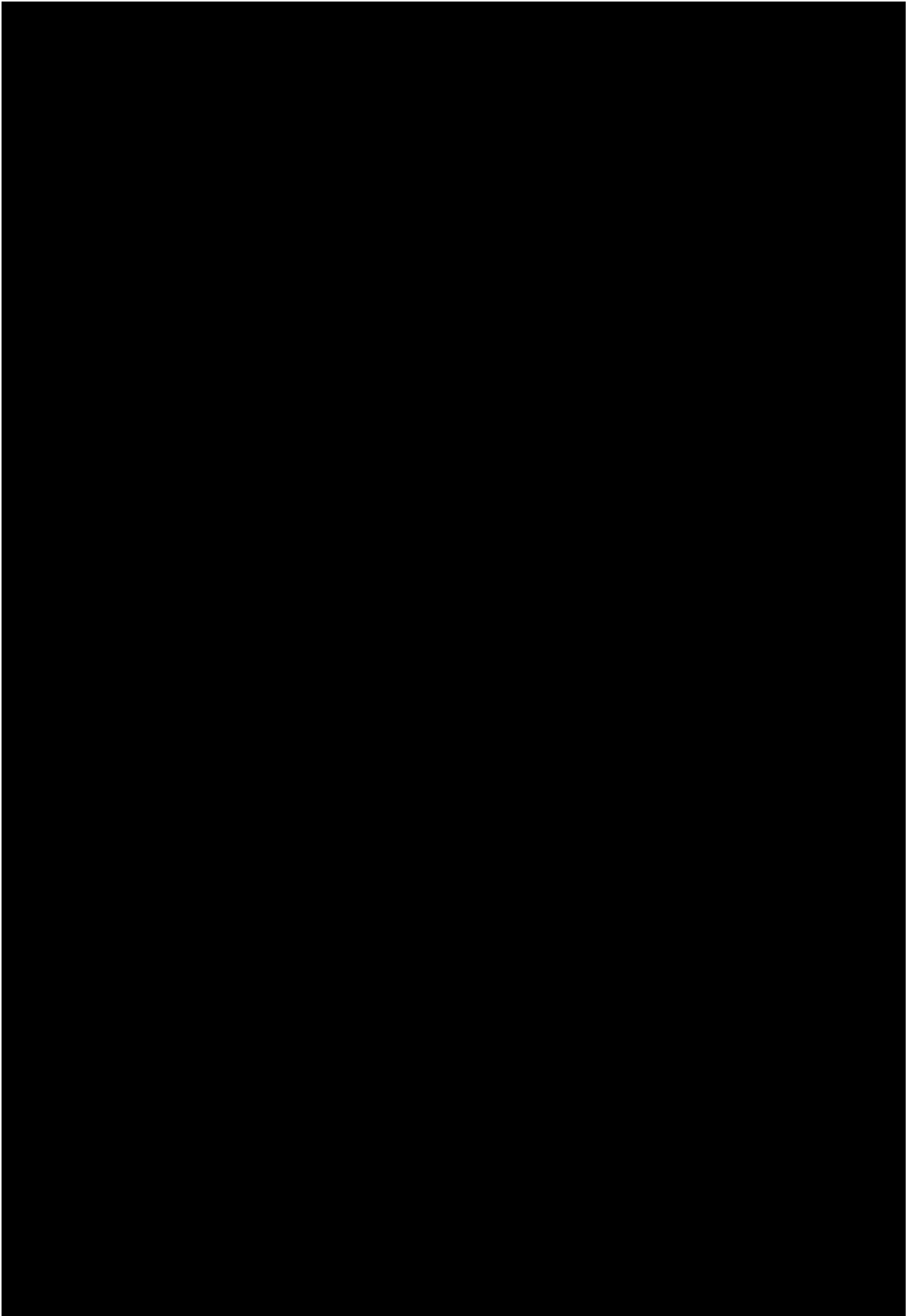
Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

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.

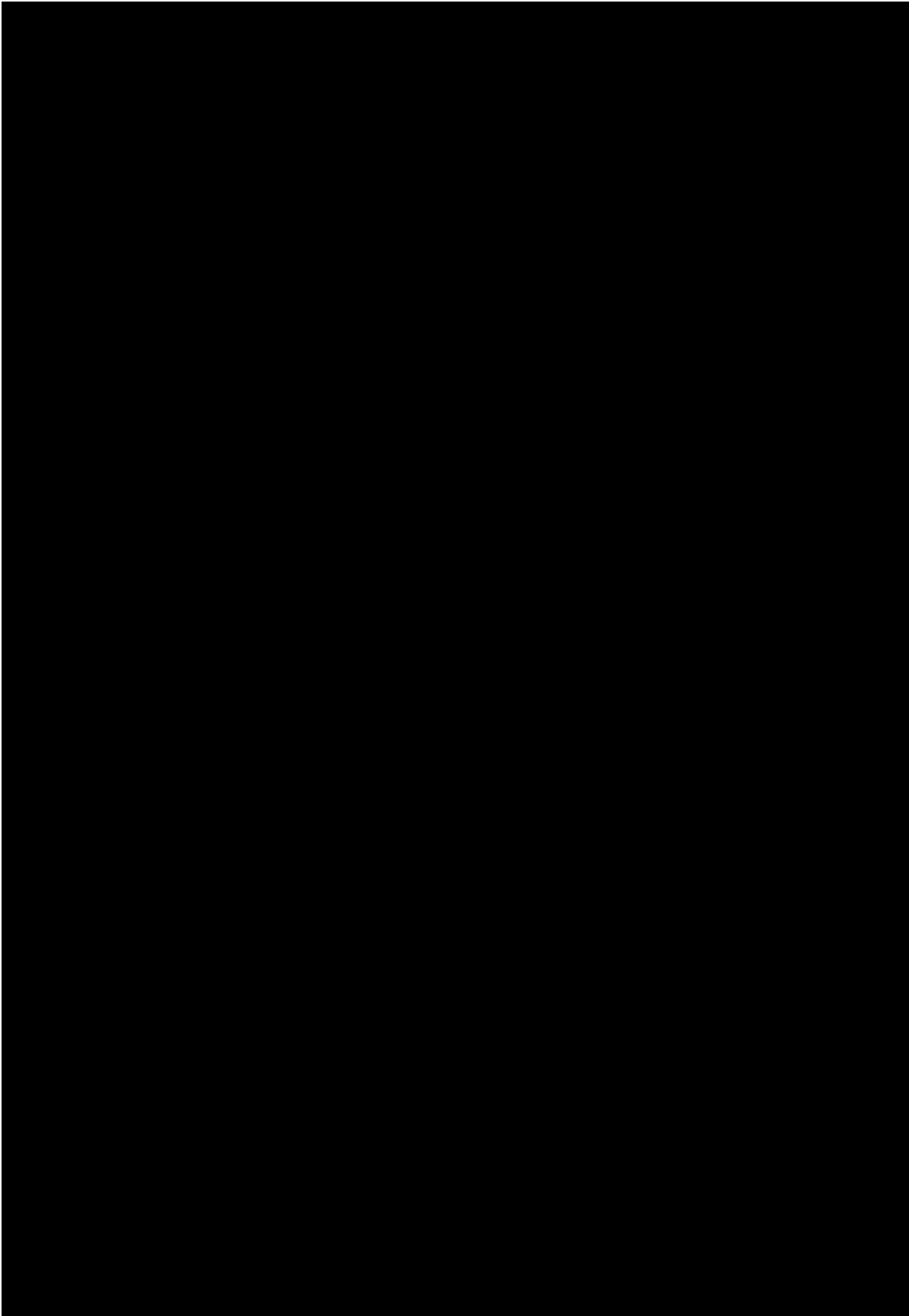
Yours faithfully	Accepted and acknowledged by:
	
Date: 25/02/2025	Date: 25 <sup>th</sup> February 2025

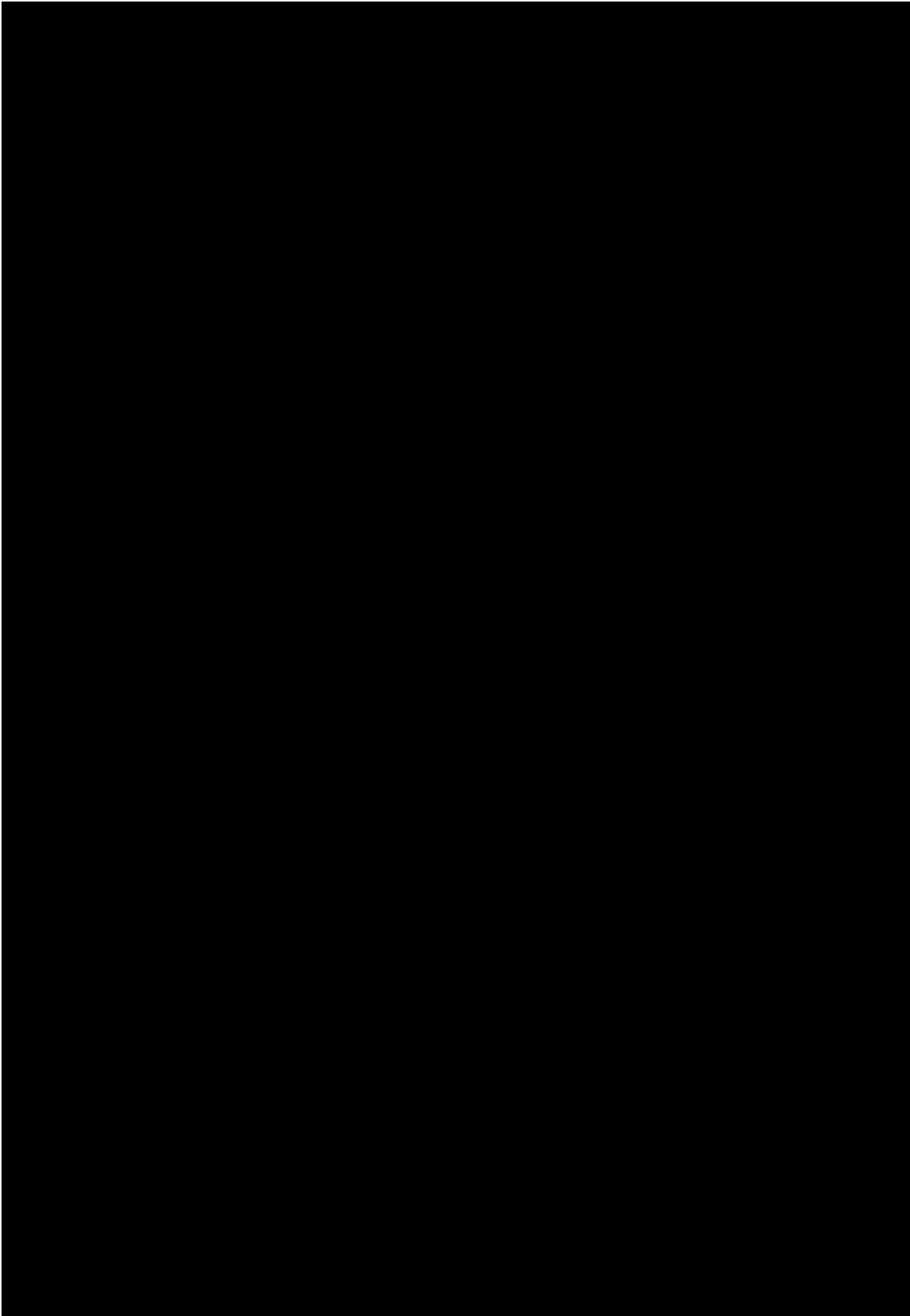
**Annex A: Brief**

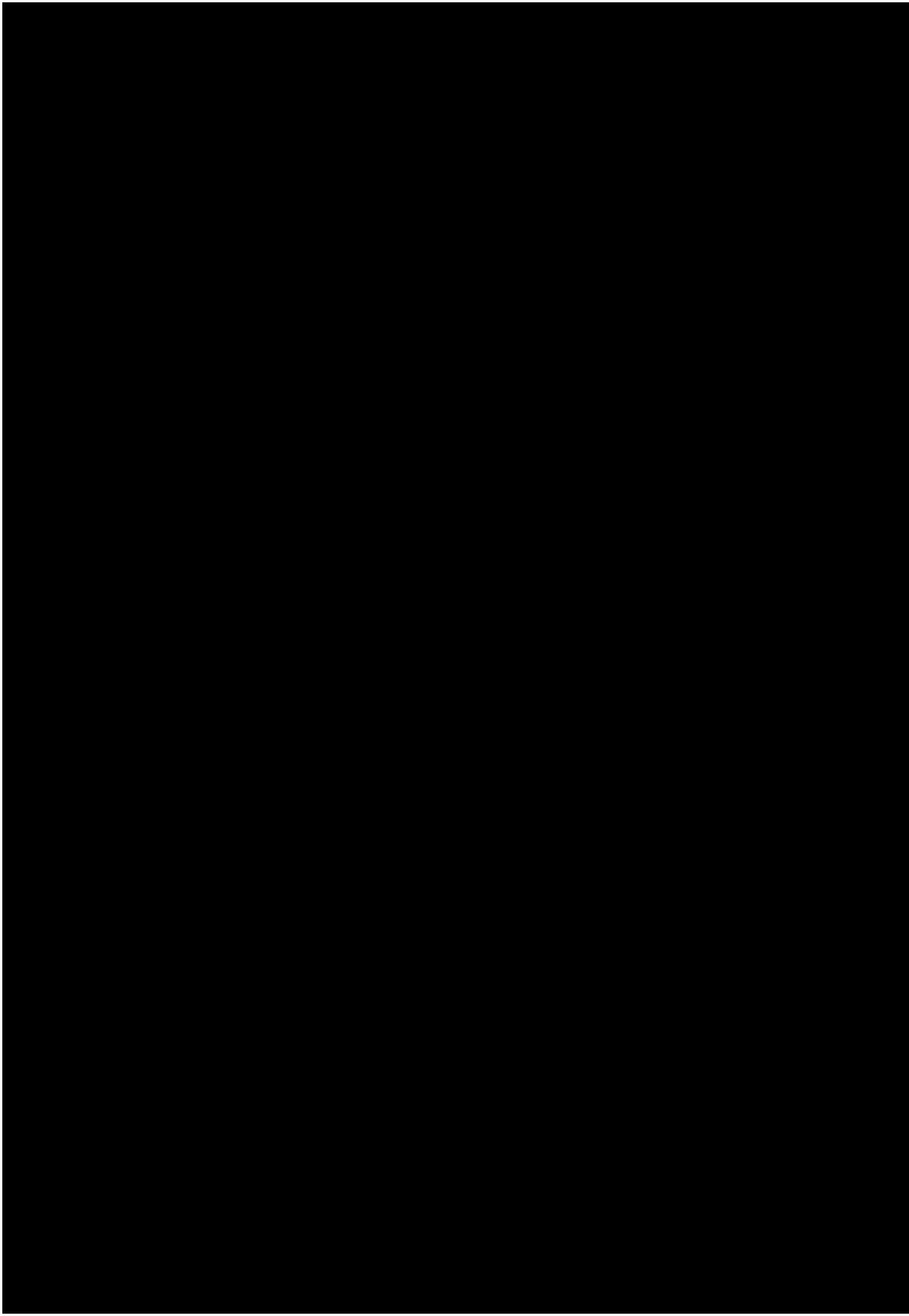


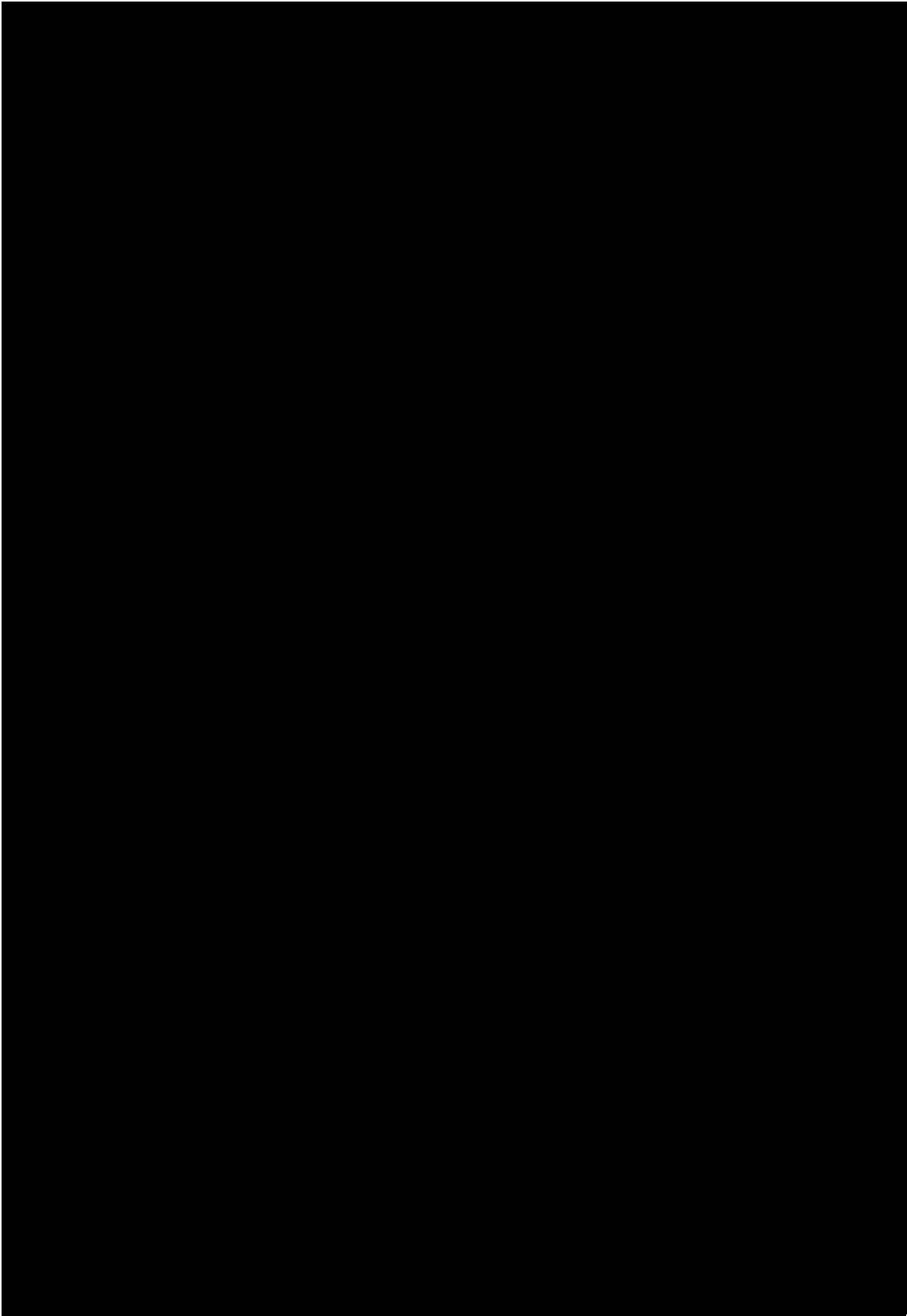


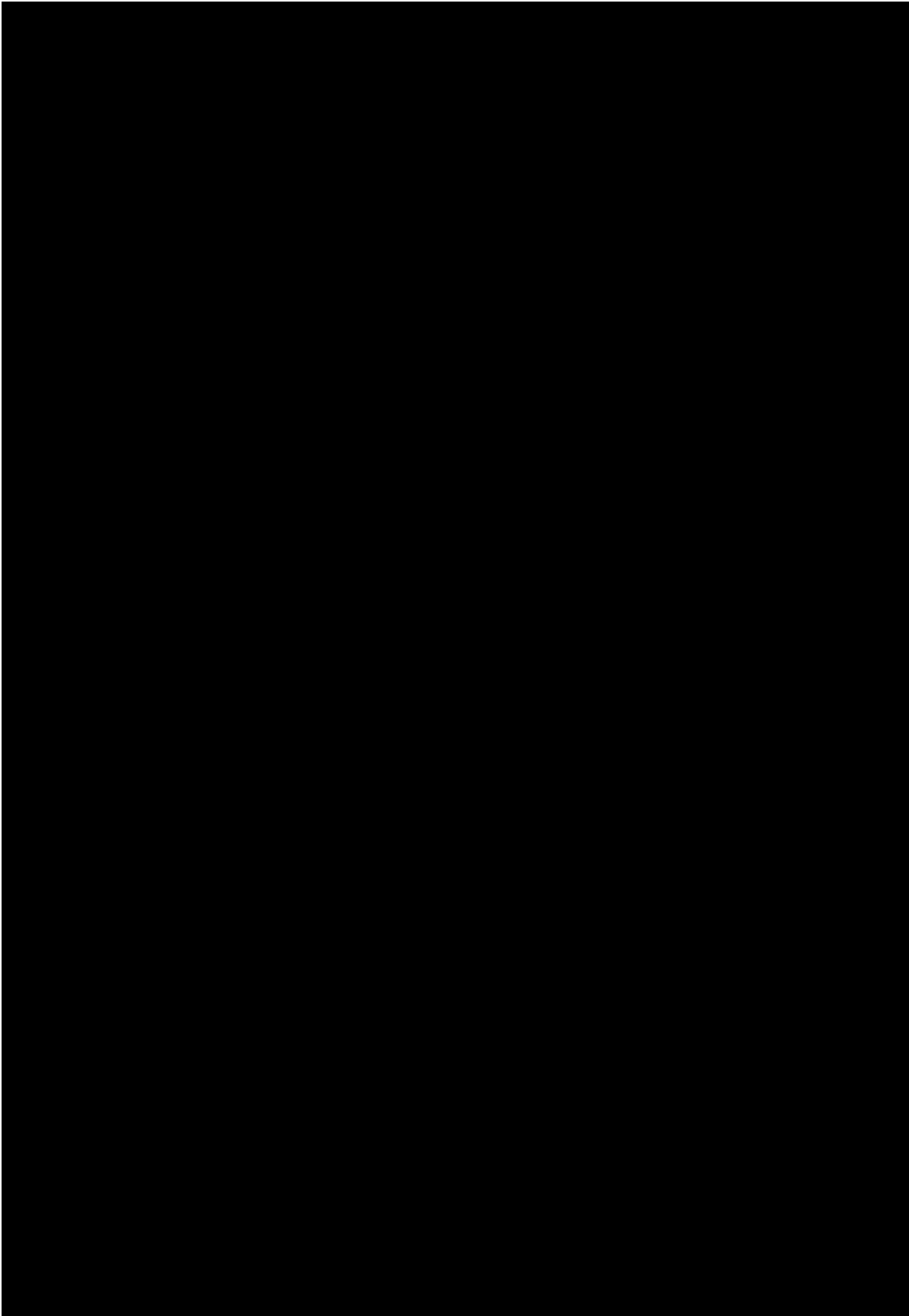


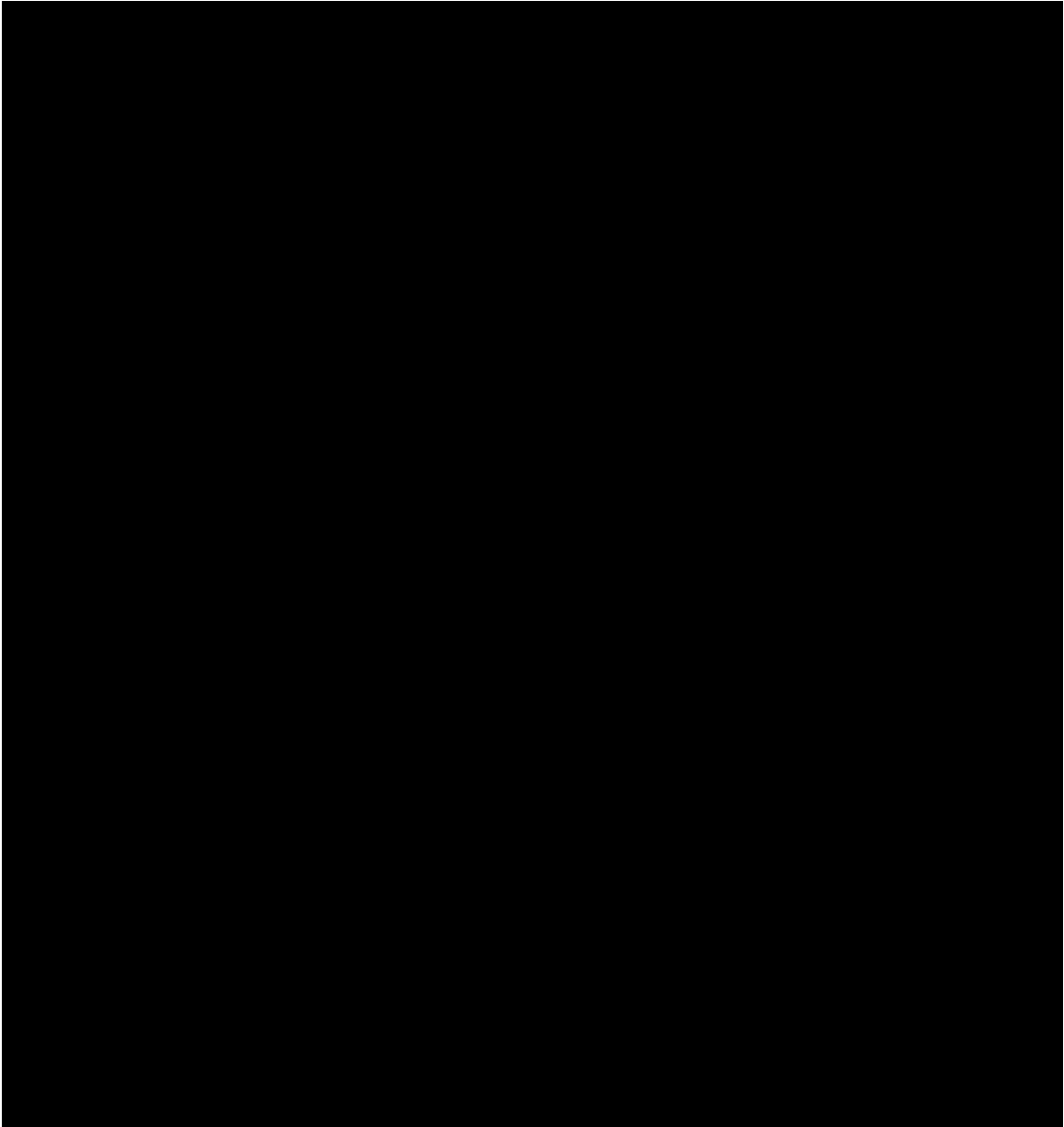




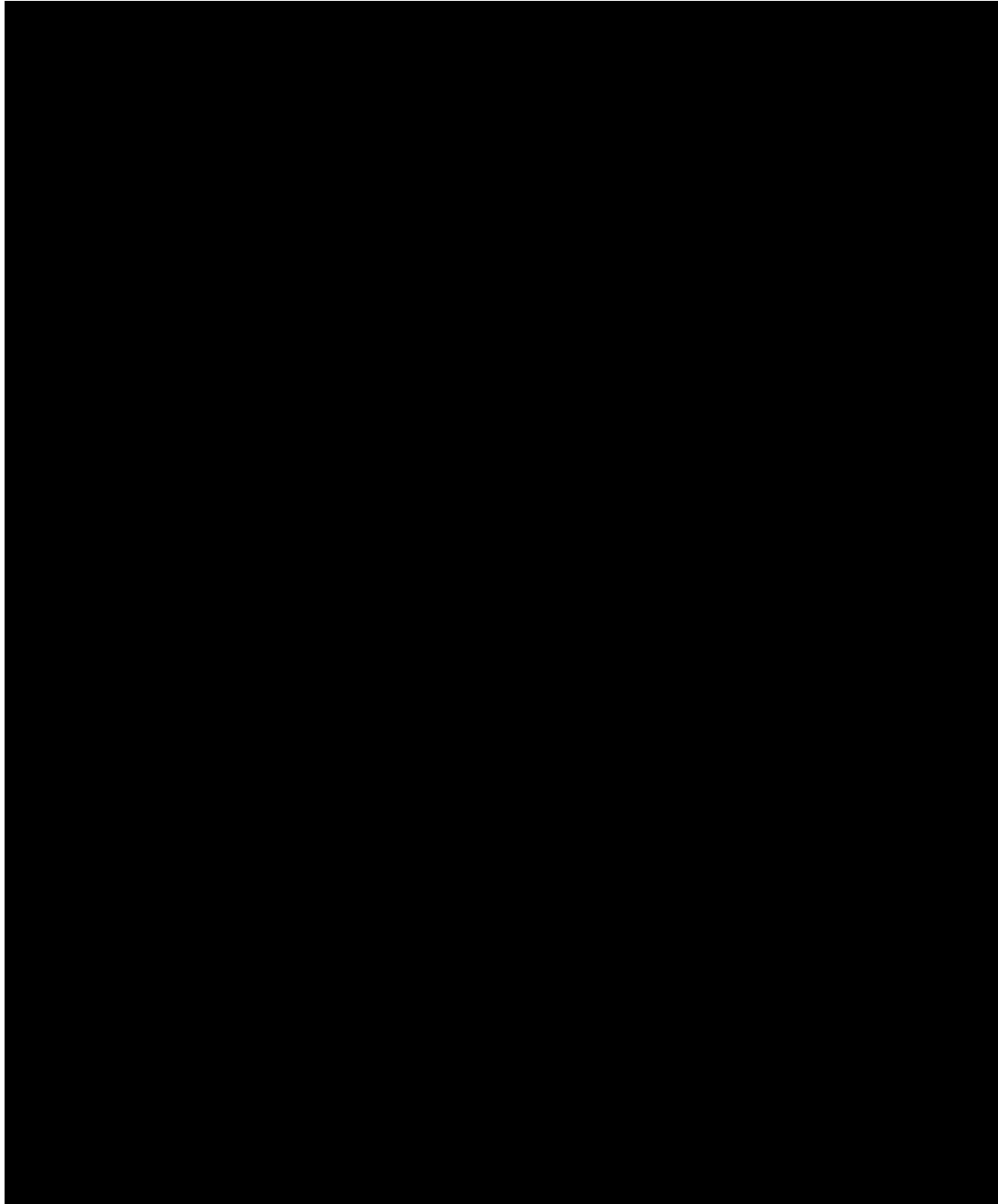


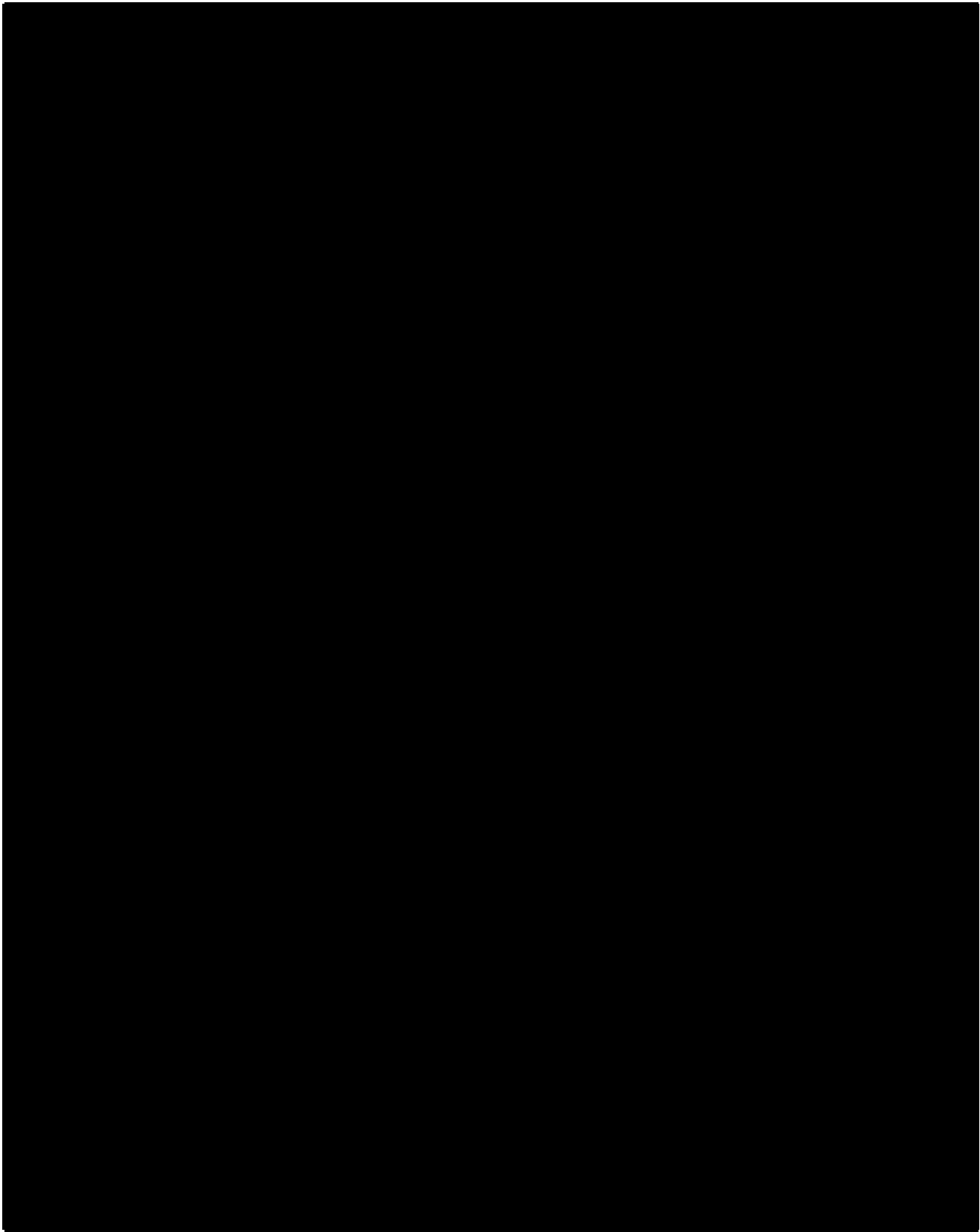




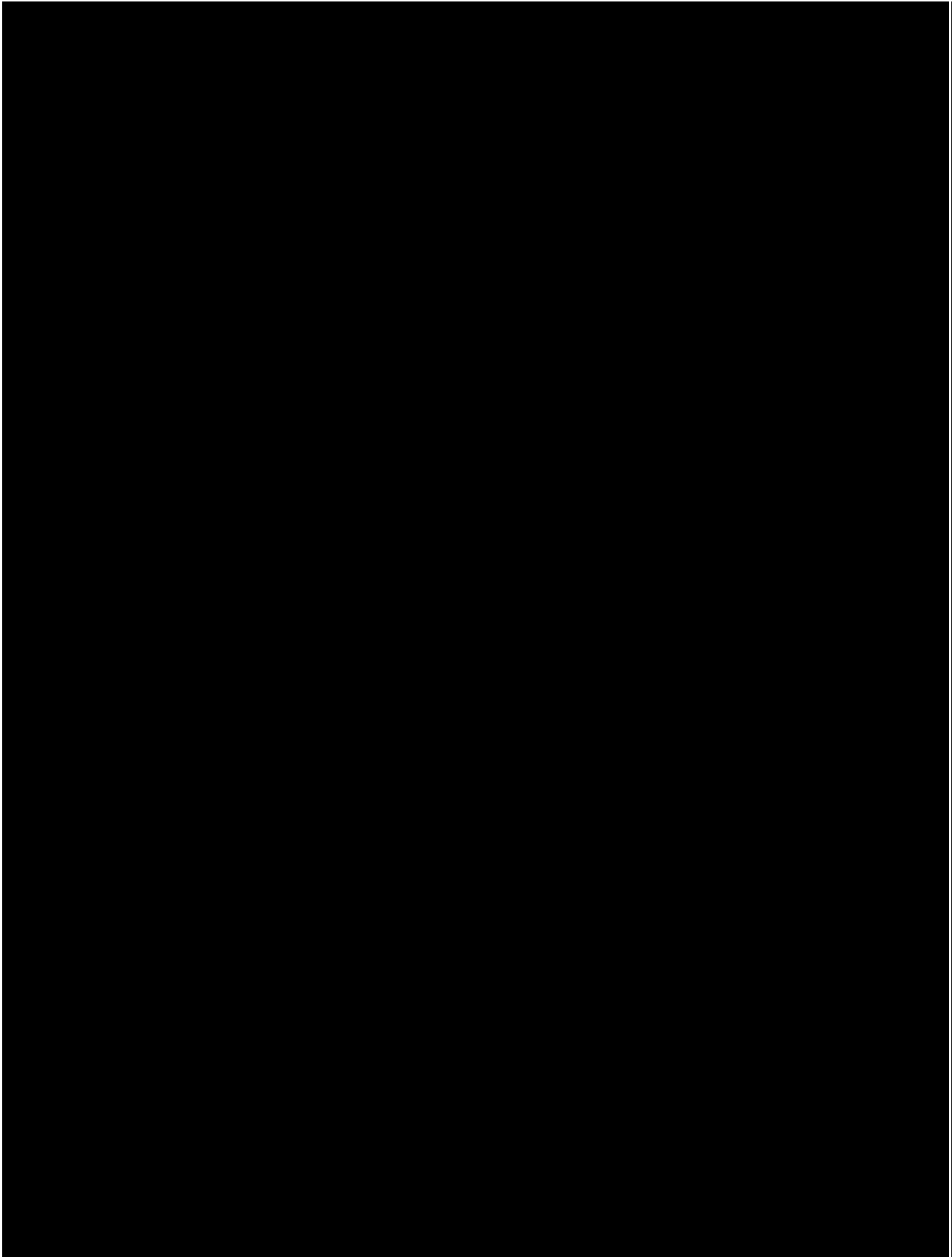


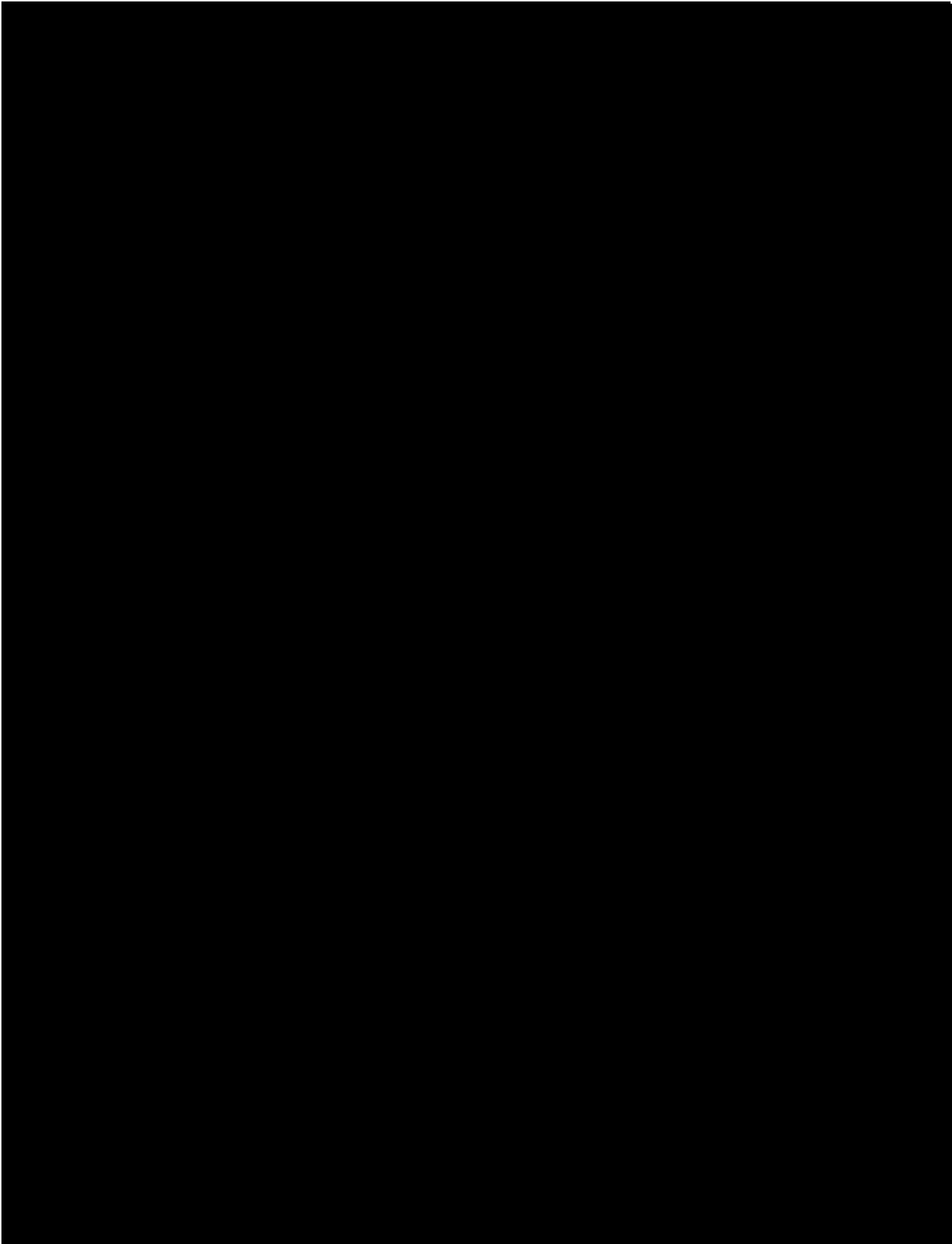
**Supplier Quotations:** The value of this contract shall not exceed GBP **£757,061.00** (seven hundred and fifty-seven thousand and sixty-one pounds) exc VAT. What is to be delivered is covered in detail in the following [REDACTED] quotes and Annex B: SOW [REDACTED]

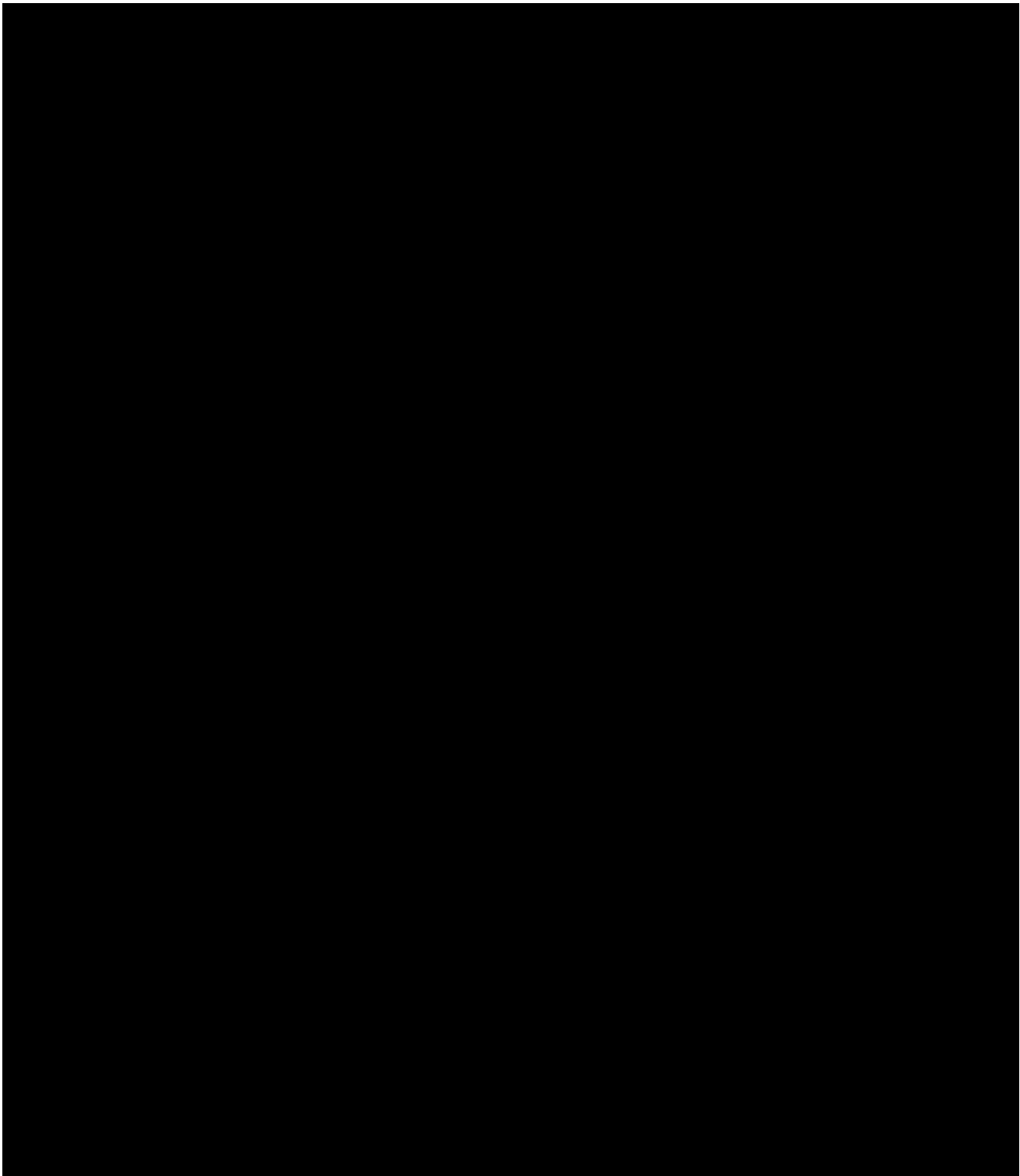


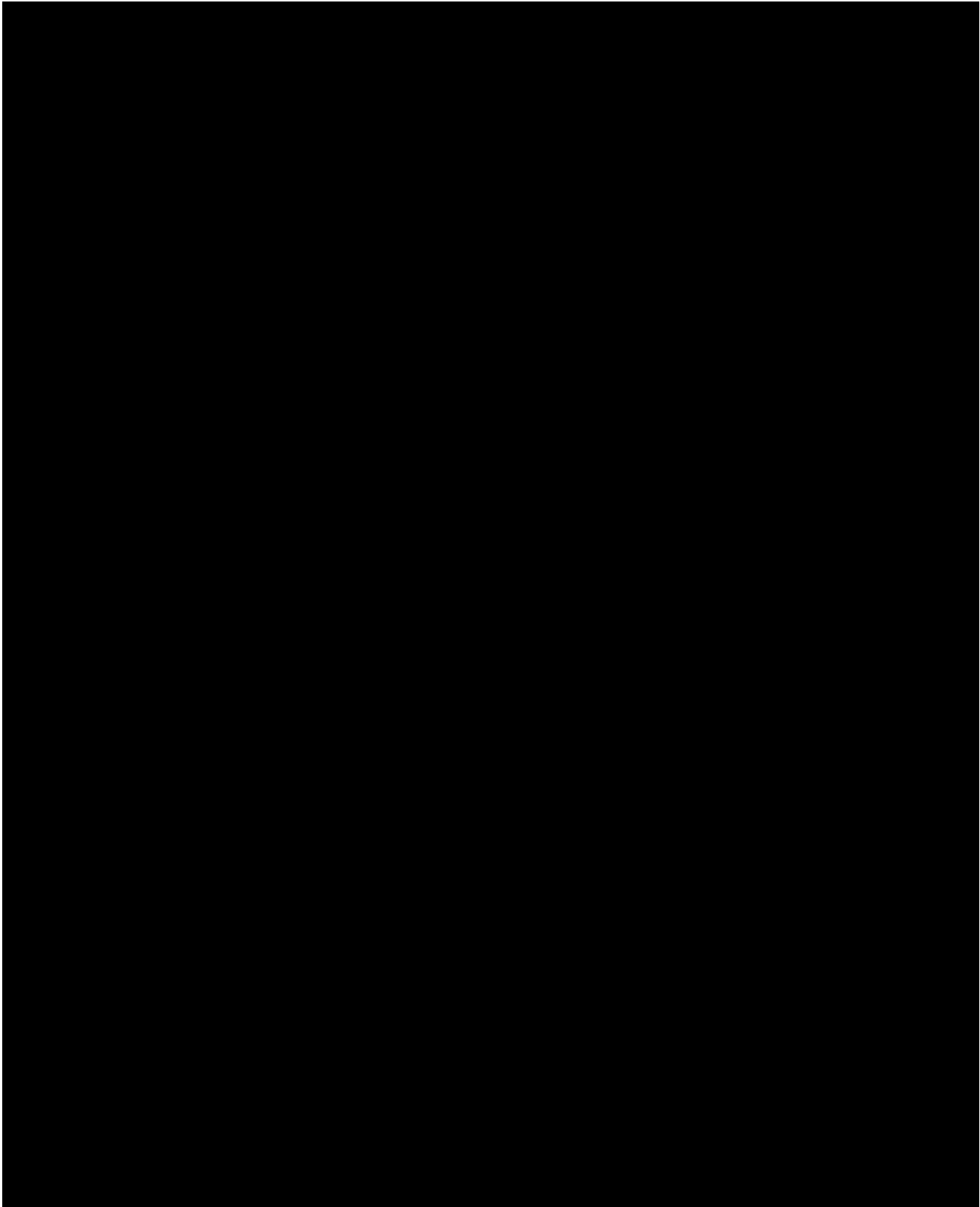


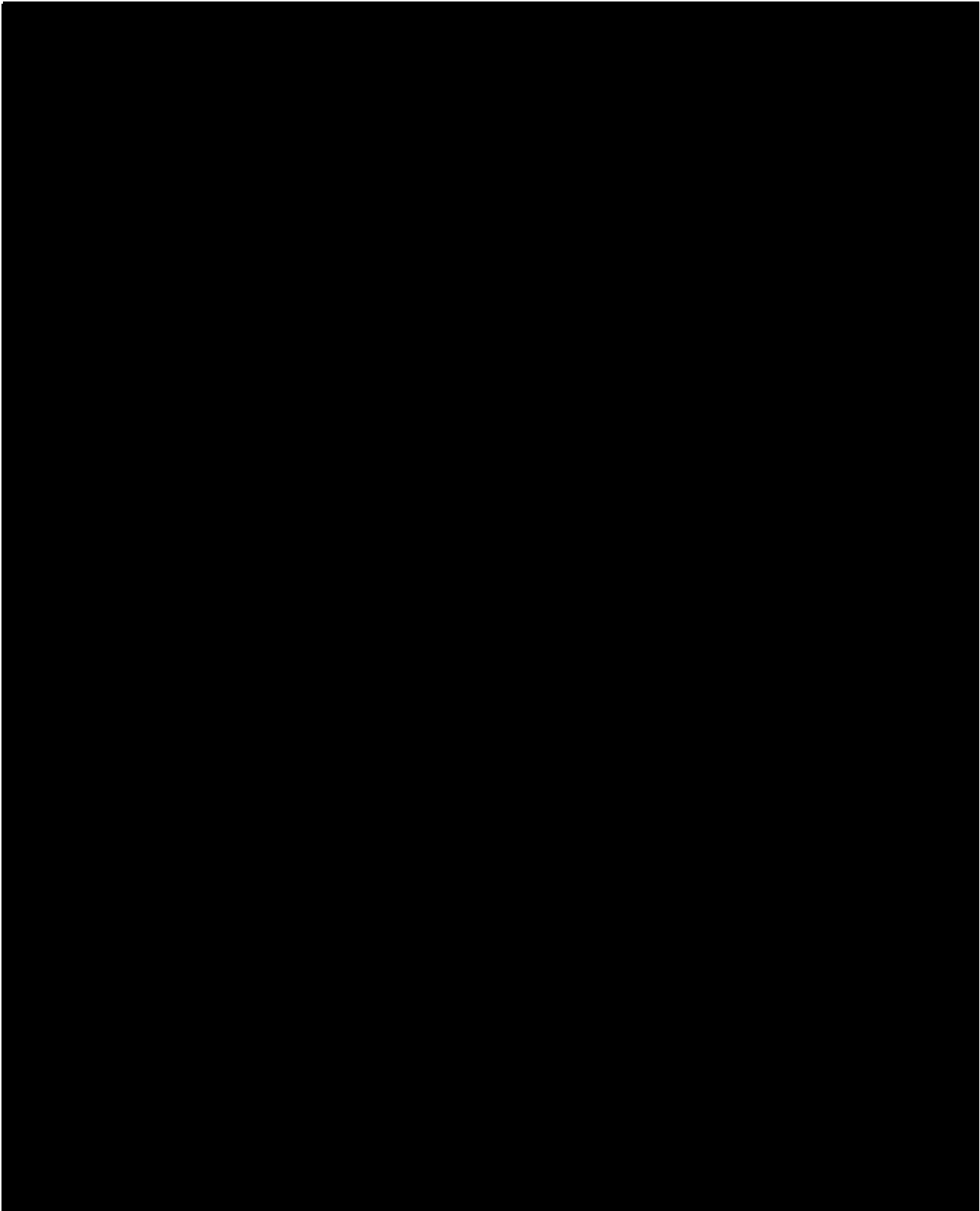


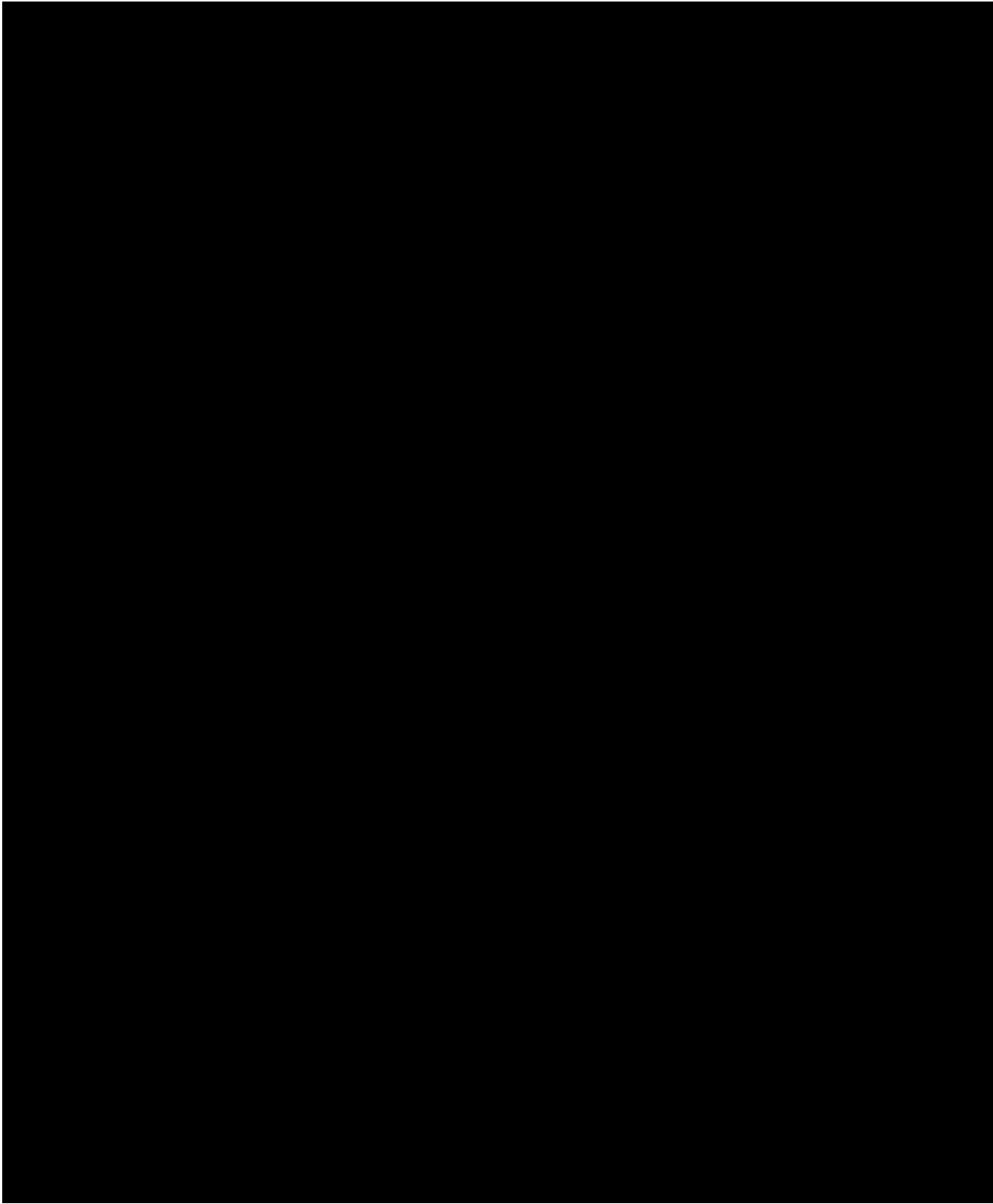


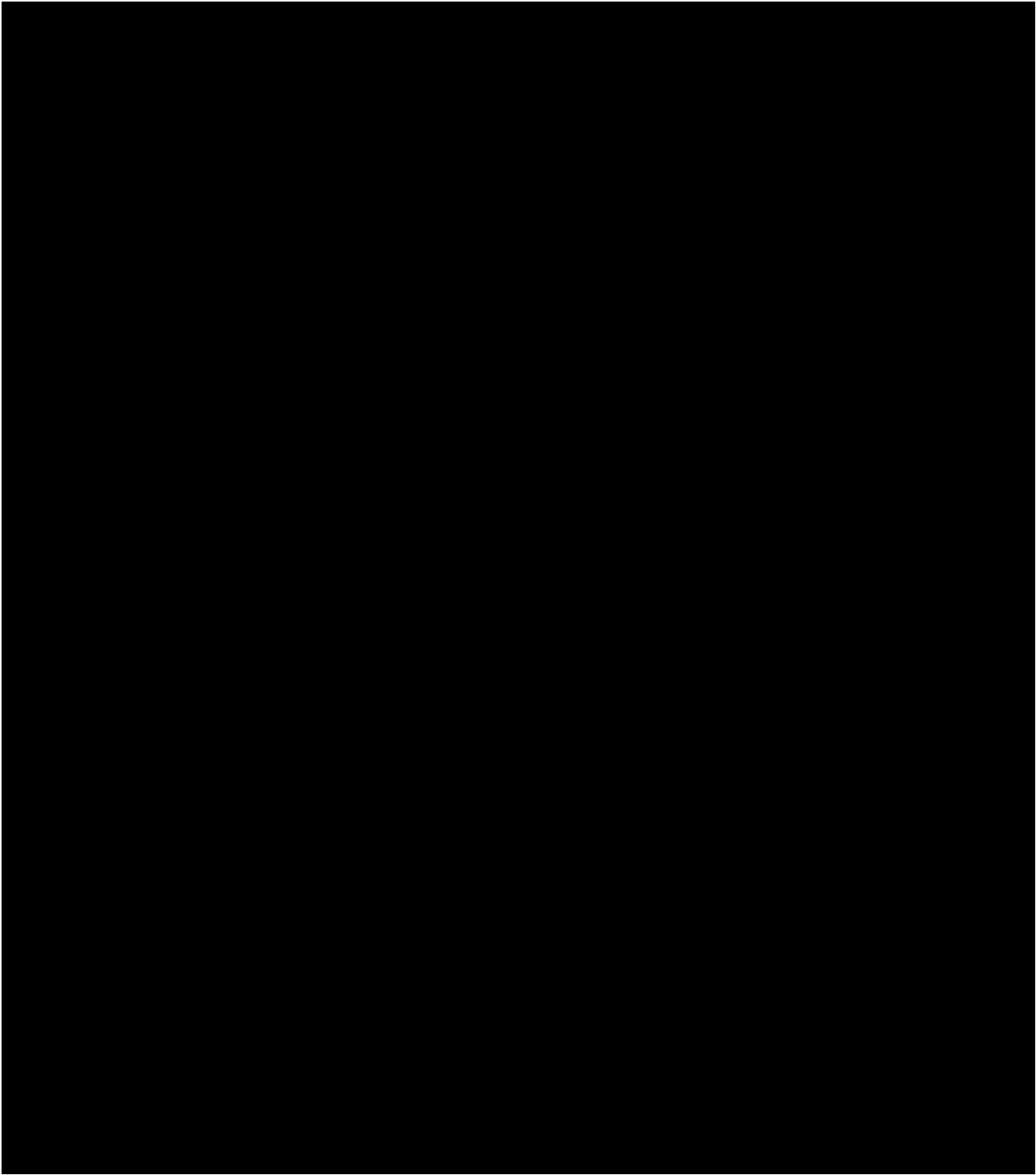


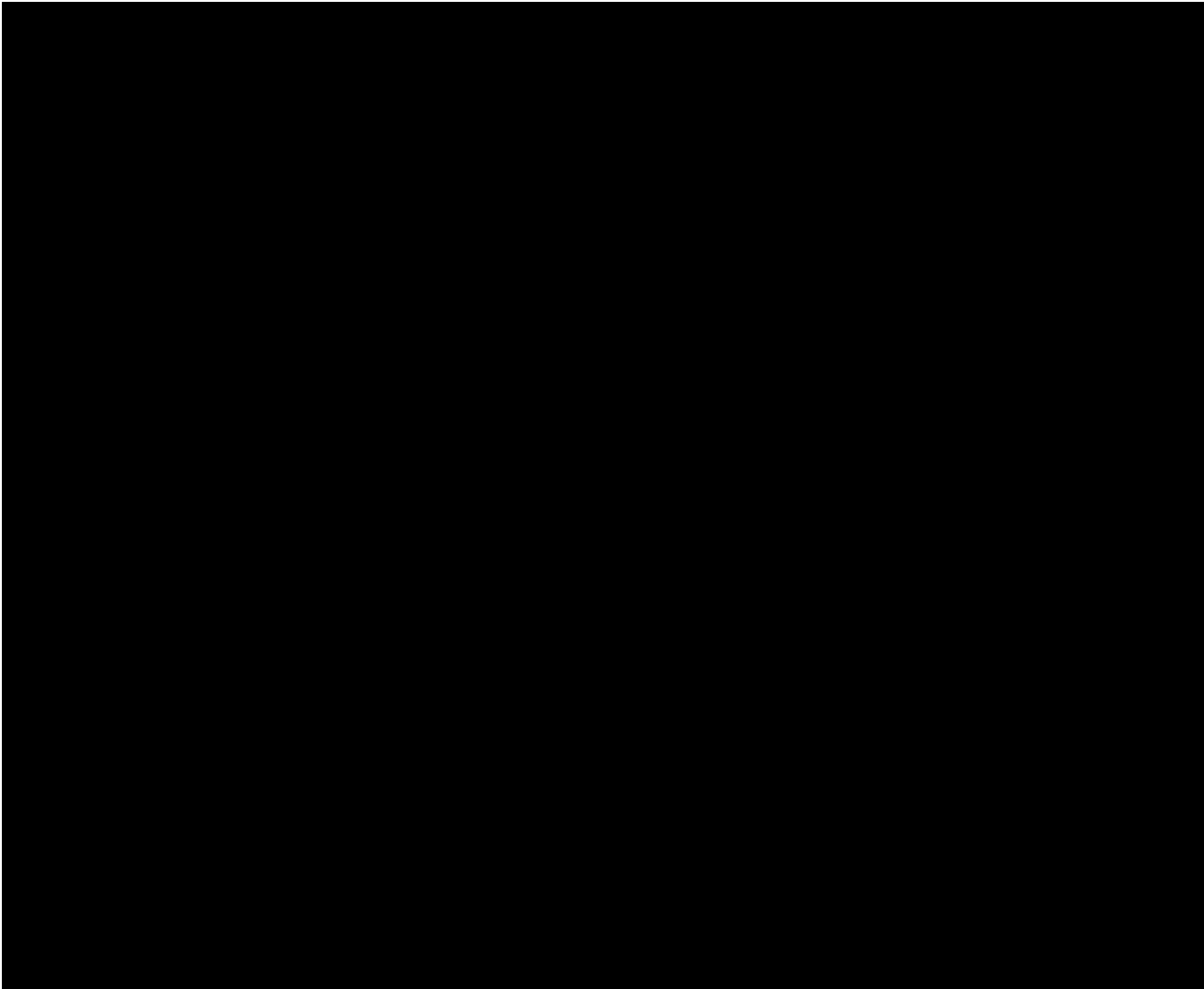




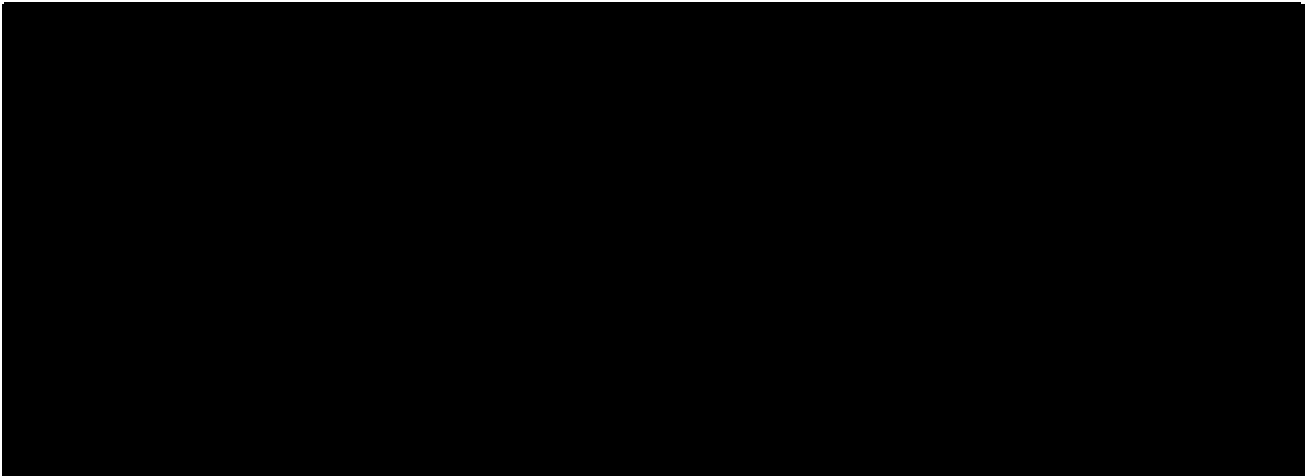








**Annex B: SOW**





## Part 2 – Call-Off Terms and Conditions



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Terms 2023 FINAL.docx