

## Schedule 3: Call-Off Contract

### PART 1 – ORDER FORM

UK Research and Innovation (UKRI)

Polaris House, North Star Avenue, Swindon, SN2 1FF  
(Registered No. – N/A)

and

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

Wednesday 17<sup>th</sup> April 2024

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, 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>	<p><b>Between:</b></p> <p>(1) United Kingdom Research and Innovation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (<b>Customer</b>)</p> <p>and</p> <p>(2) <b>Dell Corporation Limited</b> company number 02081369 whose registered office is at 1<sup>st</sup> &amp; 2<sup>nd</sup> Floor One Creechurch Place London EC3A 5AF (<b>Supplier</b>)</p>						
<b>Call-Off KPIs</b> (Cl. Error! Reference	<table border="1"> <thead> <tr> <th>Performance Target</th> <th>Key Indicator</th> <th>Performance Measure</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Performance Target	Key Indicator	Performance Measure			
Performance Target	Key Indicator	Performance Measure					

<b>source not found.)</b>	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.	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) excluding time periods between fault being initially observed and query being raised with supplier's (Dell) support
<b>Charges</b> (Cl.1.1)	The value of this contract shall not exceed £269,392. (Two-hundred and sixty-nine thousand, Three hundred and ninety-two pounds, excluding VAT.		
<b>Access Date</b> (Cl.1.1)	The Software and support services shall be accessible from the date of the 08/05/2024		

<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:  Supply of the Services (where applicable) is to end 60 months after the shipment date of the goods.
<b>Customer Liability Cap</b> (Cl. 1.1)	100% of the Order value, unless mutually agreed otherwise by the Customer and the Supplier (complete below)  Means the amount of £269,392.(Two-hundred and sixty-nine thousand, Three hundred and ninety-two pounds, excluding VAT
<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>• Approximately 4 weeks from receipt of an official PO.</li> </ul>
<b>Defects Rectification Period</b> (Cl. Error! Reference source not found.)	N/A
<b>Goods</b> (Cl. Error! Reference source not found.)	The Goods to be supplied under this Call-Off Contract are as follows: in Annex A
<b>Installation Date</b> (Cl. Error! Reference source not found.)	The Software shall be installed on 08/05/2024
<b>Premises</b> (Cl. Error! Reference	The Goods are to be delivered to and/or the Services are to be supplied at  <div style="background-color: black; width: 50px; height: 15px; margin-bottom: 5px;"></div> NERC - BGS Edinburgh, British Geological Survey,



<b>Services End Date</b> (Cl. Error! Reference source not found.)	Supply of the Services (where applicable) is to end on 07/05/2029	
<b>Supplier Liability Cap</b> (Cl. 1.1)	Means the amount of £336,740 excluding VAT or 125% of the overall contract value.	
<b>Instalments</b> (Cl. Error! Reference source not found.)	N/A	
<b>Notices</b> (Clause 19.3)	<p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the [Customer]:</p> <p>UK Research and Innovation (UKRI)</p> <p>Polaris House, North Star Avenue, Swindon, SN2 1FF</p> <p>Marked for the attention of: [REDACTED]</p> <p>BGS [REDACTED]</p> <p>In the case of the Supplier</p> <p>To: Marked for the attention of: <b>Nikki Wilson</b></p> <p>[REDACTED]</p> <p>Dell Corporation Limited 1st &amp; 2nd Floor One Creechurch Place</p> <p>London EC3A 5AF</p> <p>.</p>	
<b>Data Protection Particulars (Schedule 4)</b>	The subject matter and duration of the Processing	N/A
	The nature and purpose of the Processing	N/A
	The type of Personal Data being Processed	N/A

	The categories of Data Subjects	N/A
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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.

<p>Yours faithfully</p>  <p>.....  for and on behalf of <b>UK Research and Innovation</b></p> <p>Name: [REDACTED]</p> <p>Designation:</p> <p>Date:</p>	<p>Accepted and acknowledged by:</p>  <p>.....  for and on behalf of <b>Dell Corporation Limited</b></p> <p>Name: [REDACTED]</p> <p>Designation: Director</p> <p>Date: 16<sup>th</sup> April 2024</p>
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**Annex A: Brief**

This Contract is for the supply of the below as per [REDACTED] via SSSNA LOT 2 for the Heriot Watt - [REDACTED] SED Res

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Annex A: Brief**

**And**

This Contract is for the supply of the below as per quote [REDACTED] Via the SSSNA LOT2

Keyworth - [REDACTED]

## Part 2 – Call-Off Terms and Conditions



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