

Schedule 3: Call-Off Contract

PART 1 – ORDER FORM

United Kingdom Research and Innovation
(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**)

Friday 24th February

To whom it may concern


Call-Off Contract No. DDaT23116 for the supply of Goods.

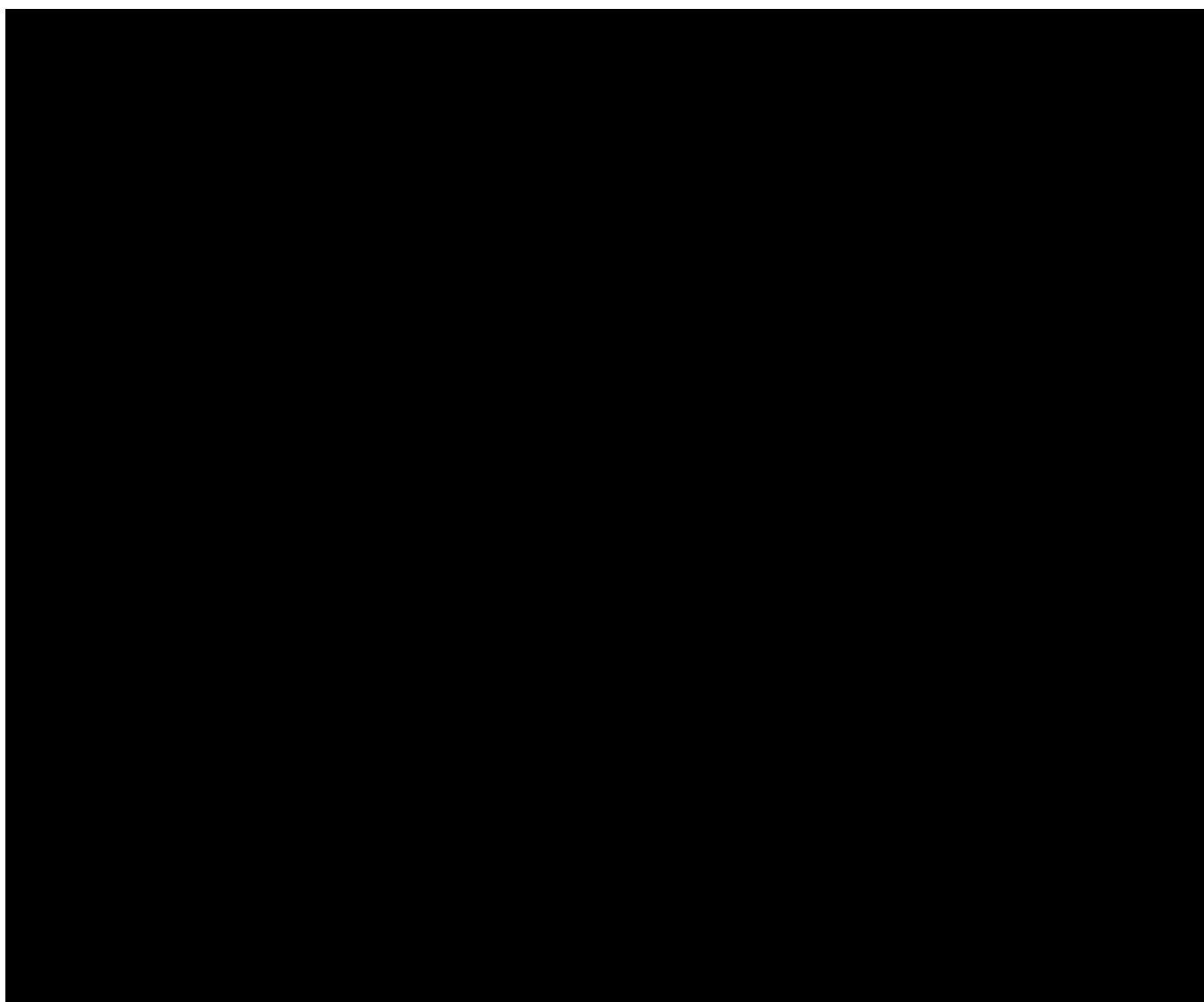
- 1 Further to the Framework Agreement dated Wednesday 1st February 2023, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 The particulars of this Call-Off Contract are set out below:

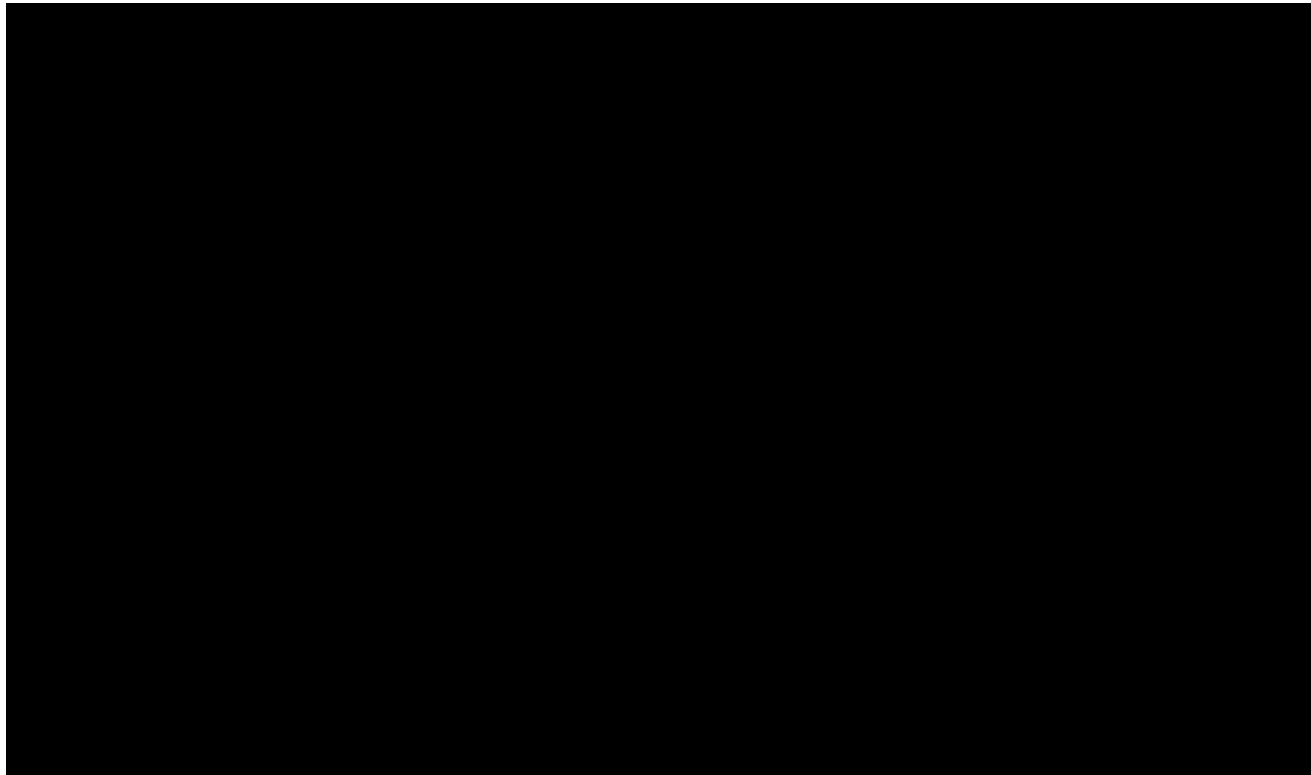
Item	Description						
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form reference is DDaT23116.						
Parties	<p>Between:</p> <p>(1) United Kingdom Research and Innovation, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (Buyer)</p> <p>and</p> <p>(2) Dell Corporation Limited company number 02081369 whose registered office is at 1st & 2nd Floor, One Creechurch Place, London EC3A 5AF (Supplier)</p>						
Call-Off KPIs (Cl. 1.1)	<table border="1"> <thead> <tr> <th>Performance Target</th> <th>Key Indicator</th> <th>Performance Measure</th> </tr> </thead> <tbody> <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> </tbody> </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)
Charges (Cl.1.1)	The value of this contract shall not exceed £50,041.70 (Fifty thousand and forty-one pounds. Seventy pence) excluding VAT.		
Access Date (Cl.1.1)	The Software shall be accessible from the date of the delivery of the goods.		
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)	<ul style="list-style-type: none"> • [REDACTED] after final delivery of the relevant Goods and Software (in full) (including any replacement Goods and/or Software required under Clause 6.3) 		

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 £50,041.70 (Fifty thousand, forty-one pounds and seventy pence) excluding VAT.
Delivery Date(s) (Cl. 1.1)	The Supplier shall deliver the Goods by the following date: Friday 31 st March 2023
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)	The Goods to be supplied under this Call-Off Contract are as follows: <ul style="list-style-type: none"> • 





<p>Installation Date (Cl.1.1)</p>	<p>Not applicable.</p>
<p>Premises (Cl.1.1)</p>	<p>The Goods are to be delivered to and/or the Services are to be supplied at:</p> <p>FAO: [REDACTED] 1.76/R25 STFC RAL Space Rutherford Appleton Laboratory Harwell Campus Didcot Oxfordshire OX11 0QX</p>
<p>Services (Cl.1.1)</p>	<p>The Services (where applicable) to be supplied under this Call-Off Contract are as follows:</p> <p>[REDACTED]</p>

<p>Software (Cl.1.1)</p>	
<p>Software Specification (Cl.1.1)</p>	
<p>Software Warranty Period (Cl.1.1)</p>	
<p>Services Commencement Date (Cl.1.1)</p>	<p>Supply of the Services (where applicable) is to commence on the date of the shipment of the goods.</p>
<p>Services End Date (Cl.1.1)</p>	<p>Supply of the Services (where applicable) is to end [REDACTED] after the shipment date of the goods.</p>

Supplier Liability Cap (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 [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-off Contract.</p>
Payments (Cl.8.4)	<p>The payment profile for this Call-Off Contract is payment upon satisfactory delivery and receipt of goods.</p> <p>All invoices must include a valid purchase order number and the DDaT reference DDaT23116.</p> <p>All invoices shall be sent to Finance@uksbs.co.uk for processing.</p>
Notices (Clause 19.3)	<p>Any written notice provided under Clause 18 shall be sent:</p> <p>In the case of the Customer: To:</p> <p>Science and Technology Facilities Council (STFC) RAL Space Rutherford Appleton Laboratory Harwell Campus Didcot Oxfordshire OX11 0QX</p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of the Supplier: To:</p> <p>Dell Corporation Limited 1st & 2nd Floor One Creechurch Place London EC3A 5AF</p> <p>Marked for the attention of: [REDACTED]</p>
Data Protection Particulars (Schedule 4)	<p>Not applicable</p>

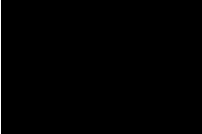
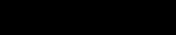
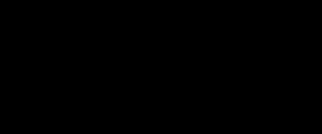

3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.

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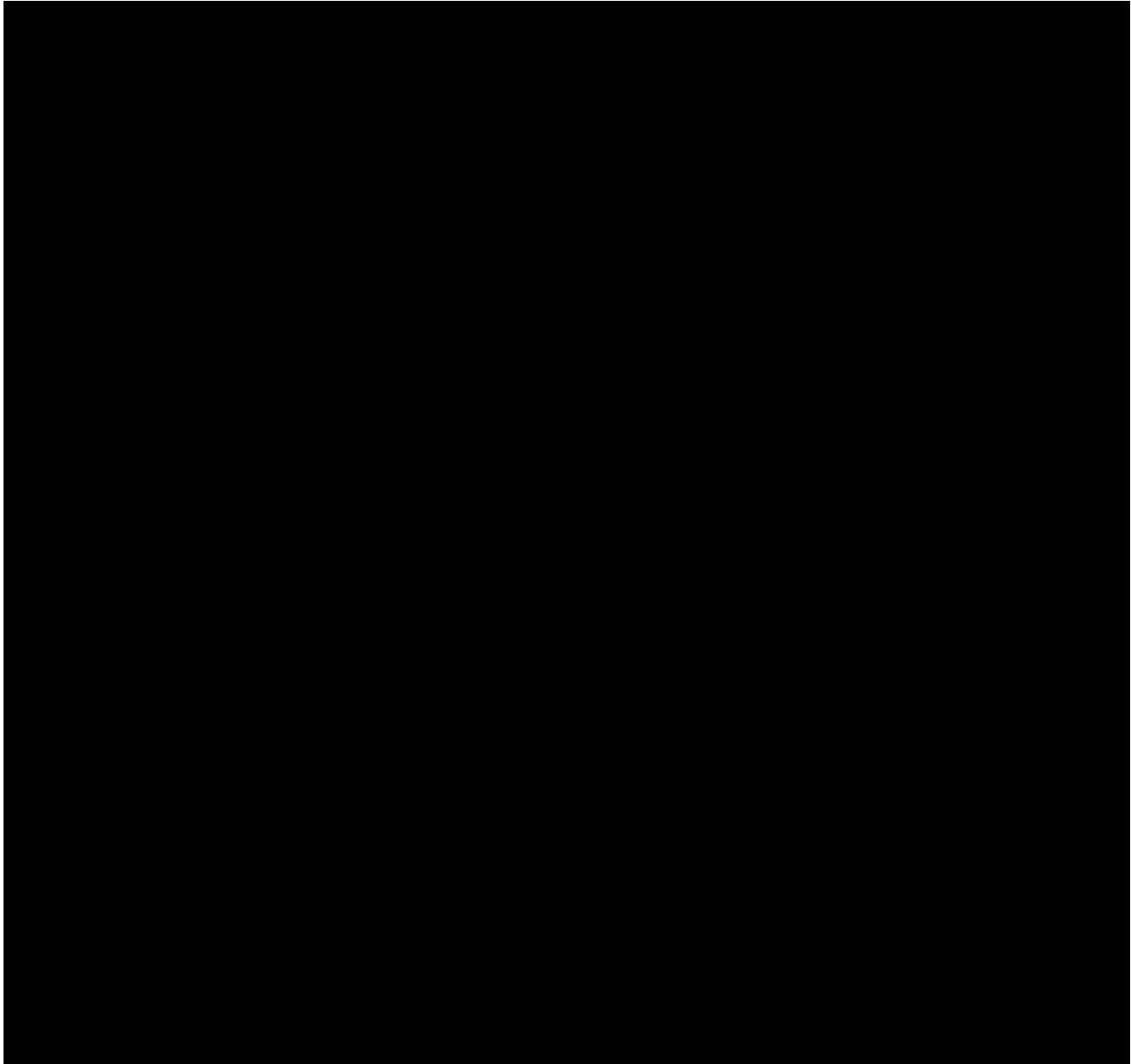
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect 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.

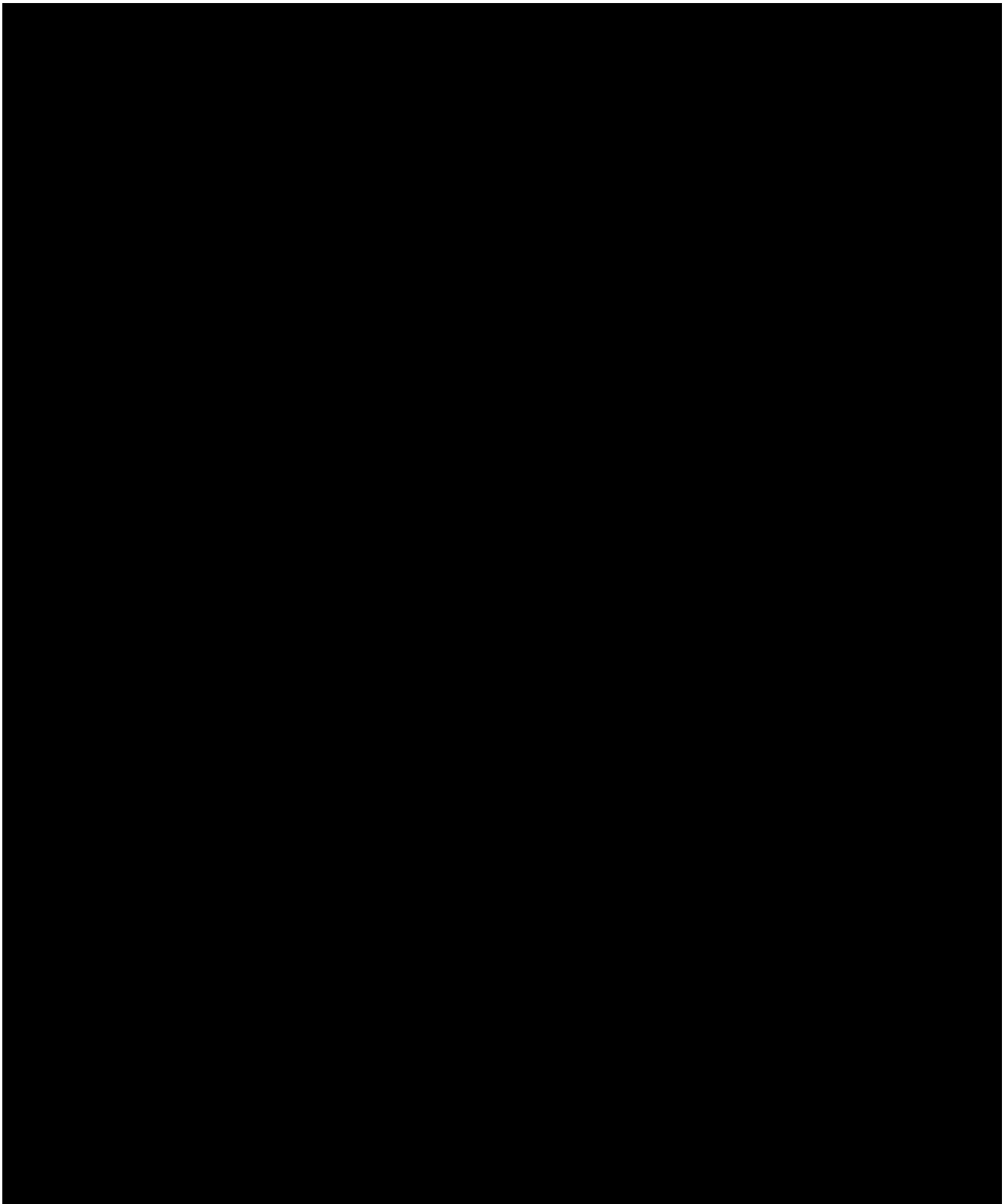
Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

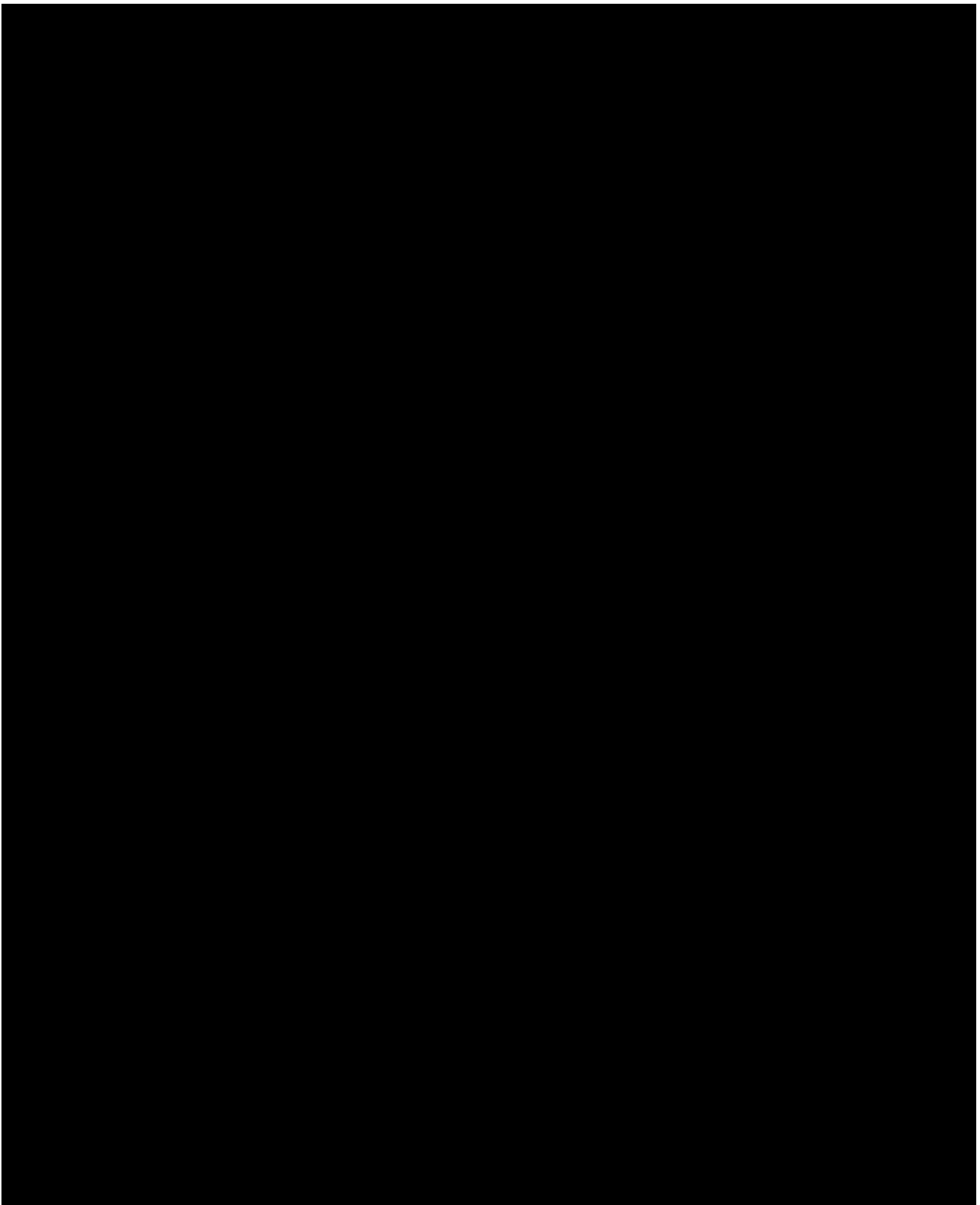
Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

<p>Yours faithfully</p> <p></p> <p>.....</p> <p>for and on behalf of the United Kingdom Research and Innovation</p> <p>Name: </p> <p>Designation: Category Manager</p> <p>Date: 27/02/2023</p>	<p>Accepted and acknowledged by:</p> <p></p> <p>.....</p> <p>for and on behalf of Dell Corporation Limited</p> <p>Name: </p> <p>Designation: Director, Sales</p> <p>Date: 27.02.2023</p>
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Annex A: Brief







Part 2 – Call-Off Terms and Conditions



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Terms_Jan2023_FINAL