## 8FEISIAE

## Schedule 1: Call-Off Contract

### PART 1 – ORDER FORM

### UK Research and Innovation (UKRI)

CDW Limited 1 New Change, London EC4M 9AF

28/02/2025

Dear Sirs

#### Call-Off Contract No. DDaT25091 for the supply of the Services

- 1 Further to the Framework Agreement dated 15th February 2023, we wish to instruct you to supply the 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<br>Reference:<br>(Front page of<br>Call-Off Terms<br>and Conditions) | The Order Form Reference is DDaT25091  |  |  |
| Parties   | Between:   |  |  |
|   | (1) UK Research and Innovation (UKRI) whose registered office is at Polaris House, North Star Avenue, Swindon, SN2 1FL (Customer); and |  |  |
|   | (2) <b>CDW Limited</b> whose registered office is at 1 New Change, London EC4M 9AF ( <b>Supplier</b> ).                                |  |  |
| Call-Off KPIs<br>(CI. Error:<br>Reference<br>source not found)                  |  |  |  |

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| Charges<br>(Cl.1.1)   | The Charge(s) for this Order is: £187,507.98 (One Hundred Eighty-seven Thousand Five Hundred Seven Pounds Ninety-Eight Pence) Excl VAT.  |
|---|--|
| Access Date<br>(Cl.1.1)   | The Services shall be accessible from  |
| Adjustments to<br>the Charges<br>(Cl.1.1)                             | The Charge(s) are fixed for the duration of this Call-Off Contract.  |
| Contract End<br>Date<br>(Cl. Error:<br>Reference<br>source not found) | Means:<br>30 days after final delivery of the relevant Goods and<br>Software (in full) (including any replacement Goods and/or<br>Software required under Clause Error: Reference source not<br>found) |
| Customer<br>Liability Cap<br>(Cl. 1.1)                                | Means the amount of  |

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| Delivery Date(s)<br>(Cl. Error:<br>Reference<br>source not found)                   |   |
|---|---|
| Defects<br>Rectification<br>Period<br>(CI. Error:<br>Reference<br>source not found) | In respect of the Goods to be supplied under this Call-Off<br>Contract, the period ending 12 (twelve) months after the Contract<br>End Date, or in respect of any Goods that are repaired or<br>replaced under Clause Error: Reference source not found of the<br>Call-Off Terms and Conditions, the period ending 12 (twelve)<br>months after replacement of such Goods. |
| Goods<br>(Cl. Error:<br>Reference<br>source not found)                              |   |
| Installation Date   |   |
| (CI. Error:<br>Reference<br>source not found)                                       |   |
| Premises<br>(Cl. Error:<br>Reference<br>source not found)                           |   |
| Services<br>(Cl. Error:<br>Reference<br>source not found)                           |   |
| Software<br>(CI. Error:<br>Reference<br>source not found)                           |   |
| Software<br>Specification<br>(Cl. Error:<br>Reference<br>source not found)          |   |
| Software<br>Warranty Period   |   |

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| (CI. Error:<br>Reference<br>source not found)                                     |  |
|---|--|
| Services<br>Commencement<br>Date<br>(Cl. Error:<br>Reference<br>source not found) | Supply of the Services is to commence on Tuesday 25 <sup>th</sup> February 2025  |
| Services End<br>Date<br>(Cl. Error:<br>Reference<br>source not found)             | Supply of the Services is to end on Monday 10 <sup>th</sup> May 2029.  |
| Supplier<br>Liability Cap<br>(Cl. 1.1)  | Means the amount of  |
| Instalments<br>(Cl. Error:<br>Reference<br>source not found)                      | The stages of payment described in Clause Error: Reference<br>source not found of the Call-Off Terms and Conditions are Not<br>Applicable (single payment)                 |
| Notices<br>(Clause 19.3)  | Any written notice provided under Clause 19.1 shall be sent:<br>In the case of the Customer:<br>To:<br>Marked for the attention of:<br>In the case of the Supplier:<br>To: |
| Data Protection<br>Particulars<br>(Schedule 4)                                    |  |

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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.



for and on behalf of UK Research and Innovation (UKRI)

Name:





for and on behalf of CDW Limited

Name:

Designation: Head of Procurement

Date: 03/12/2025

Designation: Managing Director

Date: 11/03/2025

## Annex A: Brief

Supply hardware and software support for switch serial numbers listed in CDW quote included here.

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