

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK Research and Innovation
Polaris House
Swindon
SN2 1FL

Academia Ltd
First Floor
Unit 1 Progression Centre
Mark Road
Hemel Hempstead
HP2 7DW

19th Aug 2025

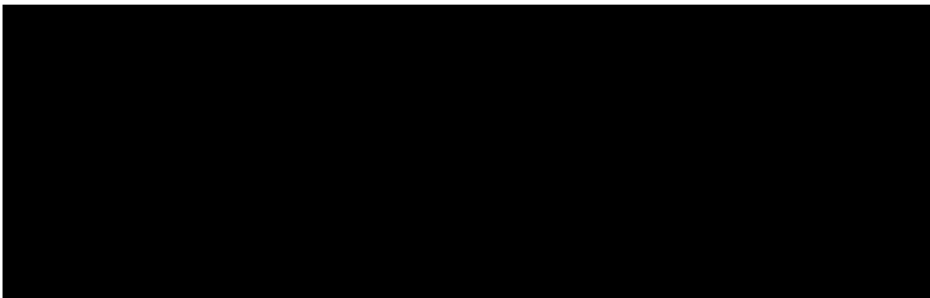




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Call-Off Contract No. DDaT25369 for the supply of Adobe Software Licences.

- 1 Further to the Framework Agreement dated 22/02/2021, we wish to instruct you to supply the Software Licences 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:	The Order Form Reference is DDaT25369
Parties	Between: (1) UK Research and Innovation (UKRI) whose registered office is at Polaris House, Swindon, SN2 1FL (Customer); and (2) Academia Ltd , (company number 04771037) whose registered office is at First Floor, Unit 1 Progression Centre, Mark Road, Hemel Hempstead, HP2 7DW (Supplier).
Call-Off KPIs (Cl. Error! Reference source not found.)	Not applicable

Charges (Cl.1.1)	The Charge(s) for this Order is: £27,381.89 Twenty-Seven Thousand Three Hundred Eighty-One Pounds and Eighty-Nine Pence excluding VAT.
Access Date (Cl.1.1)	The Software shall be accessible from 19 th August 2025.
Adjustments to the Charges (Cl.1.1)	The Charge is fixed for the duration of this Call-Off Contract
Contract End Date (Cl. Error! Reference source not found.)	Means: <ul style="list-style-type: none"> • The Licences End Date: 18th August 2026
Customer Liability Cap (Cl. 1.1)	Means the amount of £34,227.36 Thirty-Four Thousand Two Hundred Twenty-Seven Pounds and Thirty-Six Pence excluding VAT. Which is 125% of the charge payable by the buyer to the supplier during the Call Off Contract term.
Delivery Date(s) (Cl. Error! Reference source not found.)	Not applicable
Defects Rectification Period (Cl. Error! Reference source not found.)	Not applicable
Goods (Cl. Error! Reference source not found.)	Not applicable
Installation Date (Cl. Error! Reference source not found.)	Not applicable

Premises (Cl. Error! Reference source not found.)	The Licences are to be supplied to UKRI Science & Technology Facilities Council remotely.
Services (Cl. Error! Reference source not found.)	Not applicable
Software (Cl. Error! Reference source not found.)	The Software Licences to be supplied under this Call-Off Contract is as follows: 
Software Warranty Period (Cl. Error! Reference source not found.)	The Software Warranty Period shall be throughout the contract term
Supplier Liability Cap (Cl. 1.1)	Means the amount of £34,227.36 Thirty-Four Thousand Two Hundred Twenty-Seven Pounds and Thirty-Six Pence excluding VAT. Which is 125% of the charge payable by the buyer to the supplier during the Call Off Contract term.
Instalments (Cl. Error! Reference source not found.)	Not applicable
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer: To:  Marked for the attention of:  In the case of the Supplier: To:  

	Marked for the attention of:
Data Protection Particulars (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.

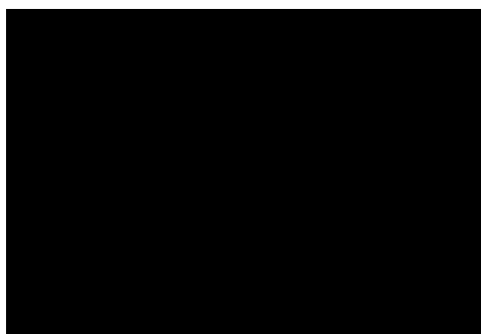
Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

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:

for and on behalf of the **CUSTOMER**



for and on behalf of **SUPPLIER**

