

## Schedule 3: Call-Off Contract

### PART 1 – ORDER FORM

**UK Shared Business Services Ltd.**  
**(Registered No. 06330639)**

**Stone Technologies Limited**  
**Granite One Hundred, Acton Gate, Stafford, Staffordshire, ST18 9AA**  
(Registered No. 02658501)

Friday 3<sup>rd</sup> February 2023

To whom it may concern,

#### Call-Off Contract for the supply of Goods

1 Further to the Framework Agreement dated 01/11/2022, 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 DDaT23008.								
<b>Parties</b>	<b>Between:</b>  (1) <b>UK Shared Business Services Ltd.</b> company number 06330639) whose registered office is at Polaris House, North Star Avenue, Swindon SN2 1FF ( <b>Customer</b> ); and  (2) <b>Stone Technologies Limited</b> (company number 02658501) whose registered office is at Granite One Hundred, Acton Gate, Stafford, Staffordshire, ST18 9AA ( <b>Supplier</b> ).								
<b>Call-Off KPIs</b> (Cl. Error! Reference source not found.)	<table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member</td><td>Delivery of Goods</td><td>95% of Goods delivered on time in full</td></tr></table>			Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member	Delivery of Goods	95% of Goods delivered on time in full
Performance Target	Key Indicator	Performance Measure							
Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member	Delivery of Goods	95% of Goods delivered on time in full							

DDaT23008

	locations throughout the UK.		
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	95% of Goods available at all times
	Product reliability rectification	In-field failure rate of Goods under warranty	No more than 2% Dead on Arrival (30 days of Delivery) and 2% First Year Failure Rate
	Defects rectification within stated times	On-site warranty defects rectified in 2 working days, C&R warranty defects rectified in 10 days	95%
	Written response including all reasonable endeavours towards closure to all urgent issues within 24 hours of notification from Participating Consortia.	Provision of Written Response	95%
	Written response including all reasonable endeavours towards closure to all non-urgent issues within 72 hours of notification from Participating Consortia.	Provision of Written Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
	Resolution of invoice queries	Provision of Response and closure of query	100% of all invoice queries resolved within 7 days of notification
	Reliability of all ordering systems utilised under this	Availability and Down Time	Ordering systems are reliable 97% of the time during

	Contract including online ordering system, telephone, email and punch out from e-marketplace		the Term (of this Contract) (excluding pre-notified maintenance periods)
	Response to Mini-Competition within the time set out by the Customer	Provision of Written Response	Responding to 90% of in-scope Mini-Competitions where a fair and reasonable time to respond has been given
<b>Charges</b> (Cl.1.1)	The Charge(s) for this Order is: £1,276,266.20 (one million two hundred and seventy six thousand two hundred and sixty six pounds and twenty pence) GBP excluding VAT.		
<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>The contract shall expire on 29/03/2026</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>30/03/2023</li> </ul>		
<b>Defects Rectification Period</b> (Cl. Error! Reference source not found.)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending <b>36 (thirty-six) months</b> after the Customer has accepted that the Goods as meeting the requirements of the Contract or as otherwise stated under this Call-Off Contract.  For clarification, this includes monitors/displays. All remaining accessories will be covered by their underlying manufacturer's warranty unless otherwise agreed by the Customer and Supplier.		

	<p>Remedied Defects shall be covered by this Contract for a period not less than 6 (six) months from acceptance by the Customer.</p> <p>Laptop batteries are included within the Defects Rectification Period to a maximum of 36 (thirty-six) months and 500 (five hundred) charging cycles, whichever applies first. A Defect battery shall be deemed to be one holding less than a 30% charge against its initial properties.</p>																																				
<p><b>Goods</b> (Cl. Error! Reference source not found.)</p>	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> <table><tr><th>Product</th><th>Misc Product</th><th>Description</th><th>Quan- tity</th><th>Unit Price</th><th>Total Price</th></tr><tr><td></td><td></td><td>Any Configurations on Following Pages</td><td></td><td></td><td>1,011,536.80</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>264,729.40</td></tr><tr><td colspan="4">Total Item Amount:</td><td>1,276,266.20</td><td></td></tr><tr><td colspan="4">VAT:</td><td>255,253.24</td><td></td></tr><tr><td colspan="4">Total Quote Amount:</td><td>1,531,519.44</td><td></td></tr></table>	Product	Misc Product	Description	Quan- tity	Unit Price	Total Price			Any Configurations on Following Pages			1,011,536.80						264,729.40	Total Item Amount:				1,276,266.20		VAT:				255,253.24		Total Quote Amount:				1,531,519.44	
Product	Misc Product	Description	Quan- tity	Unit Price	Total Price																																
		Any Configurations on Following Pages			1,011,536.80																																
					264,729.40																																
Total Item Amount:				1,276,266.20																																	
VAT:				255,253.24																																	
Total Quote Amount:				1,531,519.44																																	
<p><b>Premises</b> (Cl. Error! Reference source not found.)</p>	<p>The Goods are to be delivered to and/or the are to be supplied at Granite One Hundred, Acton Gate, Stafford, Staffordshire, ST18 9AA, or Polaris House, North Star Avenue, Swindon SN2 1FF.</p>																																				
<p><b>Services</b> (Cl. Error! Reference source not found.)</p>	<p>N/A</p>																																				
<p><b>Supplier Liability Cap</b> (Cl. 1.1)</p>	<p>As stated in the Agreement.</p>																																				
<p><b>Instalments</b> (Cl. Error! Reference source not found.)</p>	<p>N/A</p>																																				

<b>Notices</b> (Cl. 18)	<p>Any written notice provided under Clause 18 shall be sent:</p> <p>In the case of the Customer:</p> <p>To:        Polaris House, North Star Avenue, Swindon SN2 1FF                        [REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of the Supplier:</p> <p>To:        Granite One Hundred, Acton Gate, Staffordshire, ST18 9AA                        [REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p>				
<b>Data Protection Particulars (Schedule 4)</b>	<table border="1"> <tr> <td data-bbox="448 786 810 1077">           The subject matter and duration of the Processing         </td><td data-bbox="810 786 1295 1077">           The parties will Process Personal Data in the context of:   <i>The subject matter and duration of the Processing shall be in accordance with the relevant order for Goods and/or Services.</i> </td></tr> <tr> <td data-bbox="448 1077 810 2011">           The nature and purpose of the Processing         </td><td data-bbox="810 1077 1295 2011">           The Processing will be for the purposes of:             Nature of processing:           <ul style="list-style-type: none"> <li>• <i>IT support: Processor mainly processes IP-addresses, MAC-addresses or other technical IDs of IT-systems that are possibly assigned to a person. This generally happens, if necessary, by analyzing error-logs.</i></li> <li>• <i>Support services: Processor personnel may come into contact with Personal Data, contingent of Controller's internal policies, on the occasion of providing the customer and technical support services. This may happen by providing remote support or when entering Controller's premises to do hardware repair. In these occasions, the person incidentally may see documents, name tags, content on screens. The same may apply in cases of remote support screen sharing (e.g. via webex), if the Controller has not closed the relevant</i></li> </ul> </td></tr> </table>	The subject matter and duration of the Processing	The parties will Process Personal Data in the context of:  <i>The subject matter and duration of the Processing shall be in accordance with the relevant order for Goods and/or Services.</i>	The nature and purpose of the Processing	The Processing will be for the purposes of:  Nature of processing: <ul style="list-style-type: none"> <li>• <i>IT support: Processor mainly processes IP-addresses, MAC-addresses or other technical IDs of IT-systems that are possibly assigned to a person. This generally happens, if necessary, by analyzing error-logs.</i></li> <li>• <i>Support services: Processor personnel may come into contact with Personal Data, contingent of Controller's internal policies, on the occasion of providing the customer and technical support services. This may happen by providing remote support or when entering Controller's premises to do hardware repair. In these occasions, the person incidentally may see documents, name tags, content on screens. The same may apply in cases of remote support screen sharing (e.g. via webex), if the Controller has not closed the relevant</i></li> </ul>
The subject matter and duration of the Processing	The parties will Process Personal Data in the context of:  <i>The subject matter and duration of the Processing shall be in accordance with the relevant order for Goods and/or Services.</i>				
The nature and purpose of the Processing	The Processing will be for the purposes of:  Nature of processing: <ul style="list-style-type: none"> <li>• <i>IT support: Processor mainly processes IP-addresses, MAC-addresses or other technical IDs of IT-systems that are possibly assigned to a person. This generally happens, if necessary, by analyzing error-logs.</i></li> <li>• <i>Support services: Processor personnel may come into contact with Personal Data, contingent of Controller's internal policies, on the occasion of providing the customer and technical support services. This may happen by providing remote support or when entering Controller's premises to do hardware repair. In these occasions, the person incidentally may see documents, name tags, content on screens. The same may apply in cases of remote support screen sharing (e.g. via webex), if the Controller has not closed the relevant</i></li> </ul>				

		<p><i>programs/software before the connection is established.</i></p> <ul style="list-style-type: none"> <li><i>• Trace dump files: For certain products and in certain support situations a trace dump file may be analysed to assess the problem. A trace dump contains the read/write or transfer activity associated with an error. The content is generally written in OS error format and is agnostic to file types. Reconstruction of files and their potential content is not part of the analysis. It is highly unlikely that any personal information will be readable during the analysis.</i></li> <li><i>• Data storage devices: Return or refurbishing of hardware storage devices (e.g. HDDs, SSDs, etc.), all data contained will be deleted or destroyed in automated processes.</i></li> </ul> <p><b>Purpose of Processing:</b></p> <p><i>Personal Data will be processed for the purpose of providing warranty- and support- related and/or deployment services, as relevant and defined by the selected service levels and support options. The Agreement and the relevant service descriptions and statements of work shall apply for the specifics and possible additional services.</i></p>	
	<p><b>The type of Personal Data being Processed</b></p>	<p><b>The Personal Data will include:</b></p> <ul style="list-style-type: none"> <li><b>• Contact details:</b> which may include name, address, email address, telephone, fax, other contact details, emergency contact details, associated local time zone information.</li> <li><b>• Customer details:</b> which may include contact details, invoicing and credit related data.</li> <li><b>• IT systems and operational information:</b> which may include personal identifiers, voice, video and data recordings, user ID and</li> </ul>	

		<p>password details, computer name, email address, domain name, user names, passwords, IP address, permission data (according to job roles), account and delegate information for communication services, individual mailboxes and directories, chat communication data, software and hardware inventory, tracking information regarding patterns of software and internet usage (e.g. cookies), and information recorded for operational and/or training purposes).</p> <ul style="list-style-type: none"> <li>• Data subjects' email content and traffic/transmission data; online interactive and voice communications (such as blogs, chat, webcam and networking sessions); support services (incidental access may include accessing the content of email communications and data relating to the sending, routing and delivery of emails).</li> <li>• Other: Any other Personal Data submitted by Customer to Provider as Customer's Processor.</li> </ul>	
	The categories of Data Subjects	<p>The Data Subjects will include:</p> <p>The data subjects are Customer's end users, employees, contractors, suppliers and other third parties relevant to the Services.</p>	

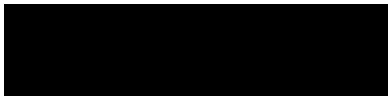
- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the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

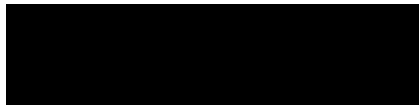
Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully



.....  
for and on behalf of the **CUSTOMER**

Accepted and acknowledged by:



for and on behalf of **SUPPLIER**

Name: 

Designation: 

Date:

Name: 

Designation: 

Date: 1/2/2023







Annex A: Brief



Quote Date 31-Jan-23

CUSTID [REDACTED]  
UK Research & Innovation  
Polaris House  
Broad Blunsdon,  
SWINDON

Quotation Summary for UK Research & Innovation

Quotation [REDACTED]

Reference: [REDACTED]  
Sales Contact: [REDACTED]  
Expiration: 27-Feb-23

Product	Misc Product	Description	Quantity	Unit Price	Total Price
		Any Configurations on Following Pages			
					1,011,536.80
					264,729.40

Total Item Amount:1,276,266.20

VAT:255,253.24

Total Quote Amount:1,531,519.44