Order Form

CALL-OFF REFERENCE: UKRI-1744

THE BUYER: United Kingdom Research and Innovation

BUYER ADDRESS Polaris House, 1ET, N Star Ave, Swindon SN2

1FL

THE SUPPLIER: KPMG LLP

SUPPLIER ADDRESS: 15 Canada Square

London E14 5GL

United Kingdom

REGISTRATION NUMBER: OC301540

DUNS NUMBER: 035207807

SID4GOV ID: Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22/07/2022

It's issued under the Framework Contract with the reference number RM6188 for the provision of **UKRI-1744 Research England data audit work and other consultancy services**

CALL-OFF LOT(S):

LOT 2

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

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- 1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6188
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6188
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 9 (Minimum Standards of Reliability)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6188 Call-Off reference number
 - o Call-Off Schedule 1 (Transparency Reports) Not Used
 - o Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details) Not Used- UKRI-1744 Price Schedule is used
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Not Used
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14 (Service Levels)N/A
 - o Call-Off Schedule 15 (Call-Off Contract Management)N/A
 - Call-Off Schedule 20 (Call-Off Specification)Not Used UKRI-1744
 Specification is used
 - o CCS Core Terms (version 3.0.10)
- 4. Joint Schedule 5 (Corporate Social Responsibility) RM6188

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

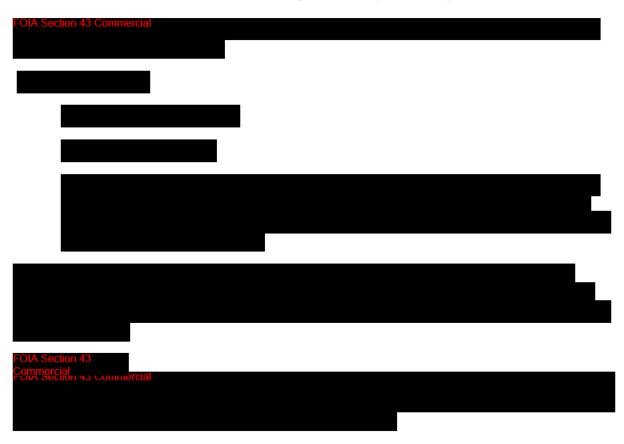
- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

Special term 2 - Clause 10.5 of the Core Terms is amended as follows:

- The existing paragraph under clause 10.5 is numbered 10.5.1;
- The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier's reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use reasonable endeavours to mitigate the impact of any such termination.



CALL-OFF START DATE: 22/07/2022

CALL-OFF EXPIRY DATE: 22/07/2024

CALL-OFF INITIAL PERIOD: 2 Years (with an option to extend further 2

years (+1 year, +1 year = 4 years in total)

CALL-OFF DELIVERABLES

As per UKRI-1744 Specification and Supplier Executive Summary

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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CALL-OFF CHARGES
As per UKRI-1744 Price Schedule





BUYER'S INVOICE ADDRESS: UKRI – UK Research and Innovation c/o UK SBS Ltd, Polaris House, North Star Avenue, Swindon SN2 1UH, England.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE

FOIA Section 40 Personal Information

BUYER'S ENVIRONMENTAL POLICY Supplier's Environmental Policy in use

BUYER'S SECURITY POLICY Supplier's Security Policy in use

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021





SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY Not applicable

PROGRESS MEETING FREQUENCY Fortnightly meetings

KEY STAFF



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COMMERCIALLY SENSITIVE INFORMATION Not applicable

SERVICE CREDITS Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in UKRI-1744 Social Value Model Commitment.

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

	For and on behalf of the Supplier:	For and on behalf of the Buyer:	
FOIA S	ection 40 Personal Information, FOIA Section 43 Commercial		