

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

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:

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

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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**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **RM6188** Call-Off reference number
 - Call-Off Schedule 1 (Transparency Reports) – Not Used
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details) Not Used- UKRI-1744 Price Schedule is used
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Not Used
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)N/A
 - Call-Off Schedule 15 (Call-Off Contract Management)N/A
 - Call-Off Schedule 20 (Call-Off Specification)Not Used - UKRI-1744 Specification is used
 - 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:

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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.

FOIA Section 43 Commercial
[Redacted text block]

FOIA Section 43 Commercial
FOIA Section 43 Commercial
[Redacted text block]

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.

FOIA Section 43 Commercial

CALL-OFF CHARGES
As per UKRI-1744 Price Schedule

FOIA Section 43 Commercial

FOIA Section 43 Commercial

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

FOIA Section 40
Personal
Information

[Redacted]

SUPPLIER'S CONTRACT MANAGER

FOIA Section 40 Personal
Information

[Redacted]

PROGRESS REPORT FREQUENCY
Not applicable

PROGRESS MEETING FREQUENCY
Fortnightly meetings


KEY STAFF

FOIA Section 40
Personal Information

[Redacted]

[Redacted]

FOIA Section 40 Personal
Information

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FOIA Section 43 Commercial

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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.

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For and on behalf of the Supplier:

For and on behalf of the Buyer:

FOIA Section 40 Personal Information, FOIA Section 43 Commercial

