

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	PS24263 - Belgian tax and socsec review of employee data (Part C).
THE BUYER:	UK Research & Innovation (UKRI)
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1FF
THE SUPPLIER:	KPMG LLP
SUPPLIER ADDRESS:	1 St Peters Square, Manchester, M2 3AE
REGISTRATION NUMBER:	OC301540
DUNS NUMBER:	423916167

Applicable framework contract:

This Order Form is for the provision of the Call-Off Deliverables and dated Tuesday, 29th October 2024

It's issued under the Framework Contract with the reference number RM6187 for the provision of PS24263 - Belgian tax and socsec review of employee data (Part C).

CALL-OFF LOT(S):
Lot 4 - Finance

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 20 (Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not 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 – Annex 1 – The Parties agree that the Additional Terms set out at Annex 1 are incorporated Notwithstanding any other provision of this Contract,

unless required by Applicable Law, the Client shall not without the Supplier's prior written consent (not to be unreasonably withheld or delayed):

for KPMG Branded Reports

1. Disclose any Supplier branded Deliverable to any third party; and
 - a. Alter any Supplier branded Deliverable;

Call-off start date: Friday, 1st November 2024

Call-off expiry date: Thursday, 31st December 2027

Call-off initial period: 3 years

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short form security requirements apply.

Maximum liability

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

In accordance with Clause 11.6, the Supplier's total aggregate liability in each Contract Year under Clause 14.8 is no more than the Data Protection Liability, being £1,000,000.00.

The Estimated Year 1 Charges used to calculate liability in the first contract year are: £300,000.00 excluding VAT

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Reimbursable expenses

Expenses should be agreed with the Buyer prior to making any bookings and in line with the

Framework Schedule 6 (Order Form and Call-Off Schedules)
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Buyer's expenses policy, which will be provided upon request.

Payment method

Payments will be made via an electronic payment.

Buyer's invoice address

All invoices should be sent to ap@uksbs.co.uk

FINANCIAL TRANSPARENCY OBJECTIVES

Do not apply.

Buyer's authorised representative



Buyer's security policy

Available online at <https://www.ukri.org/who-we-are/privacy-notice/how-we-handle-supplier-data/>.

Supplier's authorised representative



Supplier's contract manager



Progress report frequency

As required.

Progress meeting frequency

As required.

Commercially sensitive information

As per Joint Schedule 4 (Commercially Sensitive Information)

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Available online at <https://www.ukri.org/about-us/policies-standards-and-data/environmental-sustainability/>

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

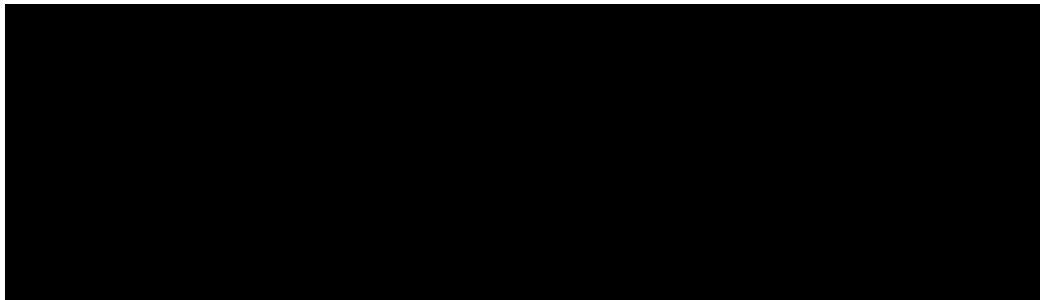
For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

A large black rectangular box used to redact the signature, name, role, and date of the Supplier.

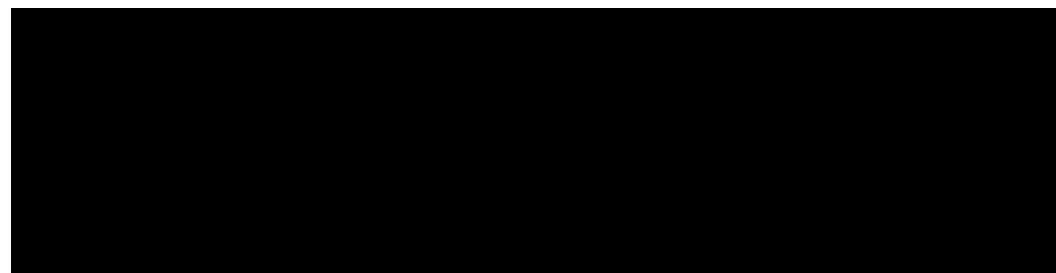
For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

A large black rectangular box used to redact the signature, name, role, and date of the Buyer.