

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

### Order Form

CALL-OFF REFERENCE:	PS24201
THE BUYER:	UK Space Agency (UKSA)
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1FF
THE SUPPLIER:	PricewaterhouseCoopers LLP
SUPPLIER ADDRESS:	1 Embankment Place, London, WC2N 6RH
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	73-336-7952
SID4GOV ID:	SQ-XTSV59U/1

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 27<sup>th</sup> September 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Financial Advisory Services- Assessing a Potential Investment in a Launch Company UKSAC24\_0080

### CALL-OFF LOT(S): 4

### 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) RM618
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 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 20 (Call-Off 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 -*

### Buyer Responsibilities



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**Call-off start date:** 30/09/2024

**Call-off expiry date:** 23/12/2024

**Call-off initial period:** 3 months

**Call-off deliverables:**

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

**Security**

Security Policy Available online at: [National-Space-Security-Policy-1.pdf](https://uk.space.gov.uk/national-space-security-policy-1.pdf)  
([ukspace.org](https://uk.space.gov.uk))

**Maximum liability**

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

Estimated Year 1 Charges of the Contract £165,000.00

**Call-off charges**

Total contract value 165,000.00 excluding VAT

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

**Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

**Payment method**

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment please contact our accounts

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payable section either by email to [ap@uksbs.co.uk](mailto:ap@uksbs.co.uk) or by telephone  
01793-867004 between 09:00 and 17:00 Monday to Friday

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

### **Buyer's invoice address**

[ap@uksbs.co.uk](mailto:ap@uksbs.co.uk) or Billingham (UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF)

### **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives apply to this Call-Off Contract.

### **Buyer's authorised representative**

[Redacted]

### **Buyer's security policy**

Available online at: [National-Space-Security-Policy-1.pdf \(ukspace.org\)](#)

### **Supplier's authorised representative**

[Redacted]

### **Supplier's contract manager**

[Redacted]

### **Progress report frequency**

First Working Day of each month

### **Progress meeting frequency**

First Working Day of each month

### **Key staff**

As per Call Off Schedule 7 (Key Supplier Staff)

### **Key subcontractor(s)**

n/a

**Commercially sensitive information**

See Joint Schedule 4

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer's environmental and social value policy**

[UK Space Agency Corporate Plan 2022–25 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

**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 Call-Off Schedule 4 (Call-Off Tender)]

**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:

**For and on behalf of the Buyer:**

Signature:

Name:

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Role:

Date: