


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

### Order Form

CALL-OFF REFERENCE:	<b>PS25007 – Strategic Tax Support including overseas jurisdictions</b>
THE BUYER:	<b>UK Research and Innovation</b>
BUYER ADDRESS	<b>Polaris House, North Star Avenue, Swindon, SN2 1FL</b>
THE SUPPLIER:	<b>Pricewaterhouse Coopers LLP</b>
SUPPLIER ADDRESS:	<b>1 Embankment Place, London, WC2N 6RH</b>
REGISTRATION NUMBER:	

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 05 February 2025.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Strategic Tax Support including overseas jurisdictions.

### 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 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 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security) - Optional
- 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)

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*

**Call-off start date:** Wednesday 05 February 2025

**Call-off expiry date:** Friday 26 February 2027

**Call-off initial period:** 2 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 Million excl VAT.

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 total value of the contract is £500,000.00 excluding VAT.

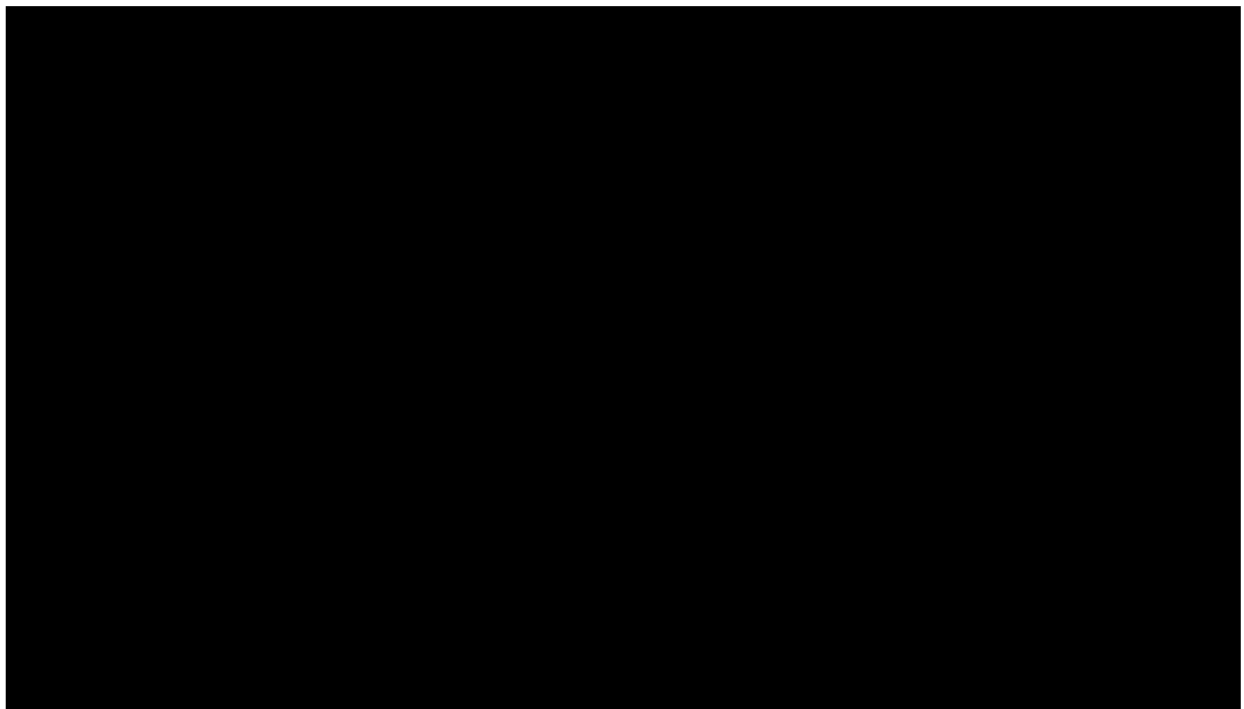
All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

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**

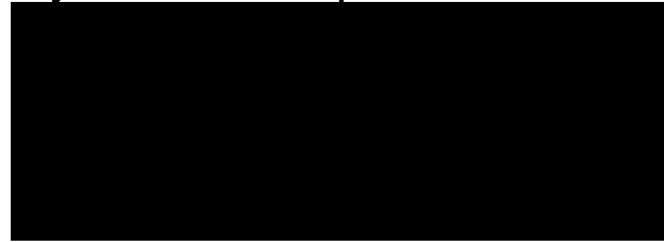
**Buyer's invoice address**



**FINANCIAL TRANSPARENCY OBJECTIVES**

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

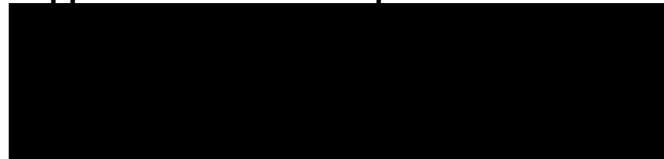
**Buyer's authorised representative**



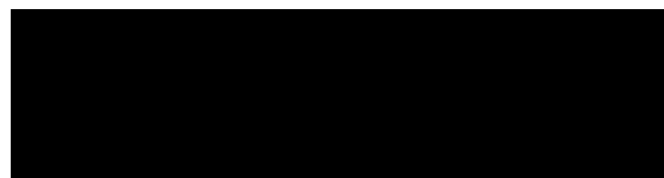
**Buyer's security policy**

[Policies, standards and data – UKRI](#)

**Supplier's authorised representative**



**Supplier's contract manager**



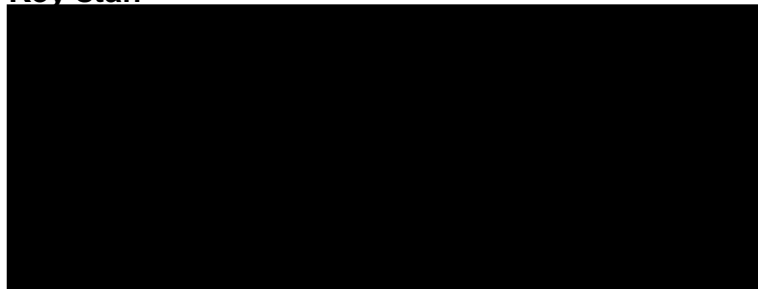
**Progress report frequency**

Weekly

**Progress meeting frequency**

Weekly

**Key staff**



**Key subcontractor(s)**

Not applicable

**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**

[UKRI environmental sustainability strategy – UKRI](#)

**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.

