

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE:	Project 2876
THE BUYER:	Department for Business and Trade
BUYER ADDRESS	Old Admiralty Building, London, SW1A 2BL
THE SUPPLIER:	Ipsos (market research) Limited
SUPPLIER ADDRESS:	3 Thomas More Square London United Kingdom E1W 1YW
REGISTRATION NUMBER:	948470

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 16/04/2024. It's issued under the DPS Contract with the reference number Project 2876 for the provision of domestic research services.

DPS FILTER CATEGORY(IES):

Business transformation and change, Competition, markets and mergers, Emerging markets, Financial services, Regulated industries / markets / services, Supply chains, Trade, Economics (appraisal and behavioural economics), Central Government, EU Exit, Content analysis, Financial analysis (incl. cost-benefit analysis, return on investment analysis), Framework analysis, Multivariate analysis, Performance analysis, Regression analysis, Segmentation analysis, Thematic analysis, Time-series analysis / forecasting, Quantitative, Qualitative, Mixed method (qualitative and quantitative), Face-to-face, Online, Postal, Telephone, Diary, CAPI (computer assisted personal interview), CATI (computer assisted telephone interview), Omnibus, Case studies, Cognitive interviewing / testing, Deliberative research, Depth interviews, Ethnography, Focus group discussions, Narrative inquiry / narrative analysis, Observation, Workshop, Feasibility study, Rapid Evidence Assessment (REA), Literature Review / Narrative Review / Narrative Literature Review, Business-to-Business (B2B) research, Customer journey research, Customer satisfaction research, Stakeholder research, Behavioural science, Public polling, Random / stratified random sample, Probability-based sample, Quota-based sample, Cluster sampling, Address-based online sampling (ABOS), Convenience sampling, Customer List, Free-found, Knock-to-nudge, Mixed-mode, Online Community, Panel, Postal Address File (PAF), Purposive sampling, Push-to-web,

Random Digit Dialling (RDD), River sampling, Snowball sampling, Two-stage sampling

ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation)
3. The following Schedules in equal order of precedence:
 - Joint Schedules for Project 2876
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for Project 2876
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract: Special Term 1 (Statement of Works) is set out in Appendix 1 to this Order Form.

Special Term 2 (Data Protection Summary Assessment) is set out at Appendix 2 to this Order Form.

ORDER START DATE: 16 April 2024

ORDER EXPIRY DATE: 16 April 2025

ORDER INITIAL PERIOD: 12 Months

ORDER OPTIONAL EXTENSION PERIOD Two periods of 12 Months each

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order 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 is £1.5million (excluding VAT).

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details).

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment will be made by BACS.

Within ten (10) Working Days of the Order Start Date, the Buyer will send a unique PO Number to the Supplier. The Supplier must be in receipt of a valid PO Number before submitting an invoice.

Following receipt of the Buyer's confirmation email that the Milestone Achievement Criteria (as defined in Special Term 1 below) for a Milestone has been met, the Supplier shall submit any invoices for that Milestone to the Buyer.

The Supplier shall send its invoices in the following format:

- All invoices must be sent by email to the email address below
- Invoices must be a PDF attachment

- Where multiple invoices are submitted on one email the Supplier shall ensure that each invoice forms a separate attachment to the email

In addition to the information required under Clause 4.5 of the Core Terms, the Supplier must include the following information in each invoice for it to be a valid invoice:

- An invoice number
- An invoice date
- VAT registration number (where applicable)
- The Supplier's address and contact details
- A valid Purchase Order (PO) number – invoices without a PO will be returned to the Supplier to be resubmitted
- The Supplier's bank details

The Buyer shall pay the Supplier the invoiced amounts within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice.

If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount in accordance with the timeframe referred to above.

The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract for a failure to pay an undisputed invoiced sum in accordance with clause 10.5 of the Core Terms.

Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 34 (Resolving disputes) of the Core Terms.

BUYER'S INVOICE ADDRESS:

Department for Business and Trade c/o UK SBS, Queensway House West Precinct
Billingham

TS23 2NF

Email: ap@uksbs.co.uk

Telephone: 03332079122

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not used

BUYER'S SECURITY POLICY

Order Schedule 9 (Security).

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

SUPPLIER'S CONTRACT MANAGER

Name: REDACTED

Email: REDACTED

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Monthly meetings, date to be agreed between the Buyer and Supplier at Contract commencement.

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

London Economics

BVA BDRC

Institute for Employment Studies (IES)

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

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 Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	Rebecca Klahr	Name:	Karen Lawrence
Role:	REDACTED	Role:	REDACTED
Date:	17/04/2024	Date:	17/04/2024

Appendix 1

Special Term 1 (Statement of Work)

1. Definitions

- 1.1. The following words shall have the following meanings and such definitions shall be added to Joint Schedule 1 (Definitions):

“Buyer Materials”	means any Buyer data, Buyer equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Buyer which are provided to the Supplier by or on behalf of the Buyer;
“Achieve”	For the purposes of this Special Term 1, “Achieve” shall mean to successfully meet the milestone achievement criteria identified in the Statement of Work for the relevant Project and the issue of an email from the Buyer’s Authorised Representative confirming that such satisfaction criteria have been met and “Achieved” , “Achieving” and “Achievement” shall be construed accordingly;
“Project Request Template”	has the meaning given to it in Clause 3.1 of this Special Term;
“Project”	a group of Deliverables and/or subset of Services specified in a Statement of Work;
“Statement of Work”	means a document substantially in the form set out in Annex A (Statement of Work Template) to this Appendix 1 to agree the relevant work package Deliverables, as agreed and signed by the Parties;
“Rates”	The Supplier’s rates set out in Order Schedule 05 – Pricing.

2. Statements of Work

- 2.1. The Supplier shall be required to deliver the Services as refined by any Statement of Work in accordance with Clause 3 below.
- 2.2. Any Statement of Work must be agreed in writing and based on the form set out in Annex A (Statement of Work Template) to this Appendix.
- 2.3. Any schedule attached to a Statement of Work will describe in detail the Deliverables to be provided under that Statement of Work. A schedule attached to a Statement of Work only applies to the relevant project to be delivered under that Statement of Work and not to any other Statement of Work or to the provision of the Services as a whole.

2.4. Where a Statement of Work would result in a variation to the Contract, an increase in the Charges agreed under this Contract or a change in the economic balance between the Parties to the detriment of the Buyer that is not provided for in this Contract, the relevant term(s) shall be dealt with as a proposed Variation to this Contract in accordance with the Variation Procedure.

2.5. The Buyer does not commit to commissioning any Statements of Work under this Contract.

3. Agreement of Statement of Work

3.1. The Buyer shall provide a description of the Services required for the relevant Project (the “**Project Request Template**”) to the Supplier including:

- 3.1.1. proposed Project start date and end date;
- 3.1.2. key Deliverables for that Project;
- 3.1.3. any Buyer Materials the Buyer believes are necessary to deliver the Project;
- 3.1.4. the maximum budget for the Project;
- 3.1.5. any other information that the Buyer considers necessary.

3.2. The Supplier shall provide a draft proposal for that Project to the Buyer for its Approval within five (5) Working Days of receiving the Project Request Template unless otherwise agreed. The draft proposal must be no more than 10 sides of A4.

3.3. The draft proposal shall set out how the Supplier proposes to deliver the Project and must include as a minimum:

- 3.3.1. An understanding of the research aim and objectives for the Project
- 3.3.2. A Project plan for the delivery of the Project including timings and Milestones and milestone achievement criteria (“**the Milestone Achievement Criteria**”) which must be satisfied for the Project to be Achieved
- 3.3.3. Methodology for the Project, including details of any sub-contractors where applicable, and the target number of interview/survey respondents (if applicable)
- 3.3.4. Deliverables for the Project
- 3.3.5. Project management arrangements including management of risks (including a risk register), and roles and responsibilities of the proposed Project team (see 3.3.7)
- 3.3.6. Proposed costings for the Project
- 3.3.7. Proposed Project team including staff grade and relevant experience
- 3.3.8. Any specific key performance indicators relevant to the Project
- 3.3.9. Any information required to be agreed pursuant to Joint Schedule 11 (Processing Data) including the type of Personal Data transferring under the Project, the processing arrangements for this Personal Data and the categories of data subject under the Project
- 3.3.10. Any other information reasonably required by the Buyer.

3.4. The draft proposal shall be consistent in all material respects with the Project Request Template.

3.5. Following receipt of the draft proposal from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Statement of Work. The Supplier should be available to meet face to face or online with the Buyer to discuss the draft Statement of Work in more detail and if required by the Buyer, renegotiate where necessary on costs and team proposed including a differently sized or graded team if the proposal appears disproportionate to the Service being delivered under the Statement of Work. The agreed Statement of Work will be signed by authorised representatives of both Parties. If the Parties are unable to agree the contents of the Statement of Work within twenty (20) Working Days of the Supplier submitting its draft proposal, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. In the event the Statement of Work cannot be agreed, the Buyer reserves the right to procure the Deliverables from a third party supplier. The Buyer will not be liable to pay the Supplier any costs in relation to these Deliverables or for any lost opportunity in relation to these.

3.6. The Project Request Template, the Supplier's draft proposal and, once signed by both Parties, the Statement of Work shall form part of the Contract. In the event of a conflict between the Statement of Work and the related Project Request Template or Supplier draft proposal, the Statement of Work terms shall prevail.

3.7. Each Party shall be liable for their own costs in respect of the preparation and agreement of each Statement of Work.

4. Performance of Statement of Work

4.1. The Supplier shall ensure that each Project is Delivered in accordance with the terms of the Statement of Work, save for default on the part of the Buyer or for reasons outside of its reasonable control.

4.2. When performing the Statement of Work the Supplier shall:

4.2.1. comply with the terms of Contract (save in the event of a conflict between the terms of the Statement of Work and the Contract in which case the terms of the Statement of Work shall take precedence);

4.2.2. comply with all reasonable Buyer instructions regarding the Project, as long as these instructions do not materially amend the Statement of Work (unless the amendment has been agreed in accordance with Clause 4.4 of this Special Term);

4.2.3. keep Buyer Materials under its control safe and secure and in accordance with any security policy provided by the Buyer and the provisions of Order Schedule 9 (Security); and

4.2.4. Achieve all Deliverables by any dates set out in the Statement of Work or such other date(s) as are agreed by the Parties in writing.

4.3. The Supplier shall monitor its performance against the Statement of Work and report to the Buyer on such performance at monthly review meetings.

4.4. The Parties may agree Variations to the Statement of Work in accordance with the Variation Procedure.

5. Termination of Statement of Work

- 5.1. The Buyer may terminate a Statement of Work for any reason before the Project Start Date set out in the Statement of Work and shall not be liable for any costs incurred by the Supplier in respect of that Project.
- 5.2. If any of the following events happen, the Buyer has the right to immediately terminate a Statement of Work by notifying the Supplier of such termination in writing:
 - 5.2.1. there is a Default of the Statement of Work that is not corrected in line with an accepted Rectification Plan;
 - 5.2.2. the Supplier does not provide a Rectification Plan within 10 days of the request;
 - 5.2.3. there is any material Default of the Statement of Work;
 - 5.2.4. there is a consistent repeated failure to meet the Milestone Achievement Criteria and/or any specific key performance indicators that relate to the Statement of Work;
- 5.3. Where a Party terminates a Statement of Work under any of Clause 5.2 of this Special Term all of the following apply:
 - 5.3.1. the Buyer's payment obligations under the terminated Statement of Work stop immediately;
 - 5.3.2. accumulated rights of the Parties are not affected;
 - 5.3.3. the Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance for any Deliverables under the Statement of Work that have not provided by the Supplier as at the Statement of Work termination date.
 - 5.3.4. the Supplier must promptly delete or return the Government Data that it holds solely in relation to the supply of Deliverables under the Statement of Work except where required to retain copies by Law;
 - 5.3.5. the Supplier must promptly return any of the Buyer's property provided solely relation to the supply of Deliverables under the Statement of Work including the Buyer Materials provided under the terminated Statement of Work.
- 5.4. The rights in this Clause shall be without prejudice to any other rights the Buyer may have under the Contract.

Annex A

Statement of Work Template

This Statement of Work is issued under and in accordance with the Contract entered into between the Parties dated:

Project	
Call Off Contract:	
Project Start Date: Notice Period for cancellation: [Project Notice Period]:	
Services & Deliverables:	
Inclusion of Additional Schedules	
Project Plan:	
Contract Charges:	
Customer Materials:	
International locations	
Customer Affiliates:	
Special Terms:	
Key Individuals :	
Authorised Supplier Approver:	
Authorised Customer Approver:	

Signatures

Supplier Authorised Approver:

Signed by:

By (PRINT NAME):

Email address:

Phone number:

As Supplier Authorised Approver for and on behalf of

Date:

Buyer Authorised Approver:

Signed by:

By (PRINT NAME):

Email address:

Phone number:

As Supplier Authorised Approver for and on behalf of the Buyer

Date:

Appendix 2

Special Term 2 (Data Protection Summary Assessment)

To be completed by Supplier (Delete as appropriate, and expand as appropriate):

1. Please confirm that your systems and processes for collecting, managing, storing and processing data have not materially changed since the Contract commenced?

Yes/No

2. Please confirm you will not be sub-contracting with any party outside of the named sub-contractors or the approved supplier list on the Contract?

Yes/No

3. Please confirm the cyber accreditations that you held on signing the Contract are still in place / have been renewed since the Contract was signed?

Yes/No

4. Please confirm your Privacy Policy submitted as part of your tender is still in place / has not changed? (In the event of a conflict between your Privacy Policy and the Contract, the Contract terms will prevail.)