

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **711043450**

THE BUYER: Strategic Command (UKStratCom) part of
the Ministry of Defence (MOD)

BUYER ADDRESS MoD Corsham,
[REDACTED]
Westwells Road,
Corsham,
Wiltshire,
SN13 9NR

THE SUPPLIER: Atheras Analytics

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

Applicable DPS Contract

This Order Form is for the provision of the Deliverables and dated 02/04/2024.

It's issued under the DPS Contract with the reference number RM6235 for the provision of Space-Enabled Transformation and Technology.

DPS Filter Category(ies):

Satellite & Space-Enabled Communication - Advisory, Consultancy and Training

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) RM6235
3. DPS Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for RM6235

- Joint Schedule 1 (Definitions and Interpretation)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Order Schedules

- Order Schedule 1 (Transparency Reports)
- Order Schedule 2 (Staff Transfer)
- Order Schedule 5 (Pricing Details)
- Order Schedule 7 (Key Supplier Staff)
- Order Schedule 15 (Order Contract Management)
- Order Schedule 17 (MOD Terms)
 - DEFCON 501 10/21 - Definitions and Interpretations
 - DEFCON 503 06/22 – Formal Amendments to Contract
 - DEFCON 514 08/15 – Material Breach
 - DEFCON 515 06/21 – Bankruptcy and Insolvency
 - DEFCON 516 04/12 - Equality
 - DEFCON 518 02/17 – Transfer
 - DEFCON 520 05/18 -Corrupt Gifts And Payments Of Commission
 - DEFCON 522 11/17 - Payment And Recovery OF Sums Due

- DEFCON 526 08/02 – Notices
 - DEFCON 527 09/97 – Waiver
 - DEFCON 531 -11/14 Disclosure Of Information
 - DEFCON 534 09/21 – Sub-Contracting and Prompt Payment
 - DEFCON 537 12/21 – Rights of Third Parties
 - DEFCON 538 06/02 – Severability
 - DEFCON 540 05/23 – Conflict of Interest
 - DEFCON 550 02/14 – Child Labour and Employment Law
 - DEFCON 566 10/20 – Change of Control of Contractor
 - DEFCON 632 11/21 – Third Party Intellectual Property – Rights and Restrictions
 - DEFCON 671 10/22 – Plastic Packaging Tax
 - DEFCON 90 (Edn 06/21) - Copyright
 - DEFCON 126 (Edn 06/21) - International Collaboration
 - DEFCON 507 (Edn 07/21) - Delivery
 - DEFCON 513 (Edn 04/22) - Value Added Tax and Other Taxes
 - DEFCON 525 (Edn 10/98) - Acceptance
 - DEFCON 529 (Edn 09/97) - Law (English)
 - DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)
 - DEFCON 532B (Edn 12/22) - Protection of Personal Data
 - DEFCON 539 (Edn 01/22) - Transparency
 - DEFCON 604 (Edn 06/14) - Progress Reports
 - DEFCON 609 (Edn 07/21)- Contractor's Records
 - DEFCON 642 (Edn 07/21) - Progress Meetings
 - DEFCON 656A (Edn 08/16) - Termination for Convenience – Under £5m
 - DEFCON 658 (Edn 09/21)– Cyber
 - DEFCON 659A (Edn 02/24) - Security Measures
 - DEFCON 703 (Edn 06/21) – Intellectual Property Rights – Vesting In the Authority
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6235
 7. 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:
None.

Order Start Date: 10/07/2024

Order Expiry Date: 31/10/2024

Order Initial Period: 10/10/2024

Order 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 [REDACTED] is the Total Fixed Price of the Contract excluding the option of [REDACTED]. Should the option be taken up, the Total Fixed Price is [REDACTED].

Order Charges

See details in Order 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 DPS Schedule 3 (DPS Pricing)

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:

- Indexation
- Specific Change in Law

Reimbursable Expenses

None

Payment Method

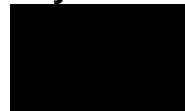
Via MOD Contract Purchasing and Finance (CP&F)

Buyer's Invoice Address



MoD Corsham, [REDACTED], Westwells Road, Corsham, Wiltshire, SN13 9NR

Buyer's Authorised Representative

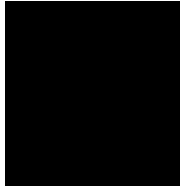


MoD Corsham, [REDACTED], Westwells Road, Corsham, Wiltshire, SN13 9NR

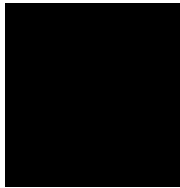
Buyer's Security Policy

Appended at Order Schedule 17 (MOD Terms)

Supplier's Authorised Representative



Supplier's Contract Manager



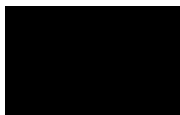
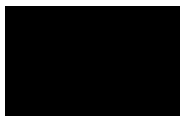
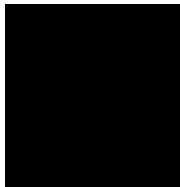
Progress Report Frequency

Progress and interim results to be provided at Contract Award + 1 month.

Progress Meeting Frequency

Chair and minute a weekly review meeting with Buyer to report on team progress, as per Order Schedule 20 – Specification.

Key Staff



Key Subcontractor(s)

N/A

E-Auctions

Not applicable.

Commercially Sensitive Information

As shown in [REDACTED].

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 [REDACTED].

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	26 th June 2024	Date:	26 th June 2024