

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: CPD4128031

THE BUYER: Department for Levelling Up, Housing and Communities

BUYER ADDRESS Fry Building
2 Marsham Street
London
SW1P 4DF

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS: 1 New Street Square, London, EC4A 3PADP

REGISTRATION NUMBER: N/A

DUNS NUMBER: 364807771

DPS SUPPLIER REGISTRATION SERVICE ID: N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 4 September 2024.

It's issued under the DPS Contract with the reference number CPD4128031 for the provision of the Subnational Expenditure Data Project.

DPS FILTER CATEGORY(IES):

Business transformation and change, Financial services, Economics (appraisal and behavioural economics), Financial advice and guidance, Taxation - business, Local Government, Central Government, Grants and grant funding, Housing, Econometric analysis, Financial analysis (incl. cost-benefit analysis, return on investment analysis), GIS (Geographic Information System) / Spatial analysis, Regression analysis, England, Wales, Scotland, Northern Ireland

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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) RM6126
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6126
 - 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)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for RM6126
 - 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 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6126
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

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1. **Clause 10.5 – When the supplier can end the contract of the Core Terms** is amended to Include the following addition:
 - a) The Supplier may terminate the Order Contract upon written notice to Buyer if the performance of any part of the Services would conflict with law, professional rules or Supplier's independence. Supplier agrees to provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services and/or the project.
2. The Supplier may decline any aspect of the proposed scope and methods of the Buyer's security and/or audit requirements if it:
 - a) involves technical vulnerability or penetration testing of the Supplier's system conducted directly by the Buyer and/or its authorised representatives. This does not affect the Buyer's right to request and receive the results from the Supplier of high-level summaries of such testing where it relates to a system in use for the Call-Off Contract as part of a formal audit request from the Buyer; and/or
 - b) could potentially breach the Supplier's client confidentiality obligations; and/or
 - c) is outside the scope of services provided to the Buyer under the Call-Off Contract.
3. With reference to **Clause 9 – Intellectual Property Rights of the Core Terms** and **DPS Joint Schedule 1 – Definitions** "Existing IPR" includes any enhancements and/or modifications developed in the course of providing the Services. For the avoidance of doubt, any new IPR created under the Contract belongs to the Authority as per **Clause 9.2 of the Core Terms**.
4. The Authority will use all reasonable endeavours to either provide written confirmation that Deliverables and Milestones are accepted, or provide reasons for their non-acceptance, within 5 Working Days of their receipt or completion (whichever is earlier). In the event that the Authority does not provide written confirmation within 5 Workings Days and has not used all reasonable endeavours to do so, the relevant Deliverable and/or Milestone will be deemed to be finally accepted. Any subsequent repair or replacement warranty period will only apply if agreed as a Variation.
5. With reference to **Clause 31 – Tax of the Core Terms** the Supplier is not an intermediary to which any of the conditions in s61N Income Tax (Earnings and Pensions) Act 2003 apply. The Supplier may use equity partners, who are self-employed for tax, in the delivery of the Services.

ORDER START DATE: **9 September 2024**ORDER EXPIRY DATE: **31 March 2025**

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ORDER INITIAL PERIOD: 0 Years, 6 Months

OPTIONAL EXTENSION PERIOD: Right to extend by four additional periods of 6 months each (for a total of up to 24 additional months) on the same terms as set out in the Order Form.

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 £302,204.

ORDER CHARGES

The total value of this contract is £302,204 excluding VAT

See details in Order Schedule 5 (Pricing Details)

The Contract value may rise up to a maximum of £2,600,000 (excluding VAT) for the initial Contract period and any additional extensions (dependent upon future funding and demand for additional evaluation and research services).

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
- Benchmarking using Order Schedule 16 (Benchmarking).

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS/ Electronic Invoice

Invoices must quote the Buyer's contract number and purchase order number (to be confirmed) along with appropriate description of work completed and timesheets which have been approved by the Buyer. Failure to do so may result in a delay in payment for which the Buyer cannot be held responsible.

BUYER'S INVOICE ADDRESS:

<REDACTED>

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BUYER'S AUTHORISED REPRESENTATIVE

<REDACTED>

BUYER'S ENVIRONMENTAL POLICY

Available online at: <https://www.gov.uk/government/collections/greening-government-commitments>.

BUYER'S SECURITY POLICY

Available online at: <https://www.government/publications/security-policy-framework/hmg-security-policy-framework>.

SUPPLIER'S AUTHORISED REPRESENTATIVE

<REDACTED>

SUPPLIER'S CONTRACT MANAGER

<REDACTED>

PROGRESS REPORT FREQUENCY

See details in Order Schedule 15 (Order Contract Management)

PROGRESS MEETING FREQUENCY

See details in Order Schedule 15 (Order Contract Management)

KEY STAFF

<REDACTED>

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KEY SUBCONTRACTOR(S)

Not Applicable

E-AUCTIONS

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As set out in 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)

- MAC 3.3: Modernising Delivery and Increasing Productivity
- MAC 6.1: Tackling Inequality in the Contract Workforce

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:	24th September 2024	Date:	27th September 2024