

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **Project_5041 CCS Jaggaer ref (ITT_6916)**

THE BUYER: **Department for Work and Pensions**

BUYER ADDRESS Caxton House, Tothill Street, London,
SW1H 9NA

THE SUPPLIER: **British Telecommunications**

SUPPLIER ADDRESS:

One Braham, Braham Street, London, E1
8EE.

REGISTRATION NUMBER:

DUNS NUMBER: 227015716

DPS SUPPLIER REGISTRATION SERVICE ID:

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated [date of issue]. It's issued under the DPS Contract with the reference number **Project_5041 CCS Jaggaer ref (ITT_6916)** for the provision of **ATE Lot 1 services via Smartnumbers Software as a Service solution.**

DPS FILTER CATEGORY(IES):

The Filters categories are Lot 1 – Automation Marketplace Filter Levels 1,2,3 & 4

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) (**Project_5041 ITT_6916**)

3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6173
- 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)
- Joint Schedule 12 (Supply Chain Visibility)

- Order Schedules for Project_5041
- Order Schedule 1 (Transparency Reports)
- Order Schedule 3 (Continuous Improvement)
- Order Schedule 5 (Pricing Details)
- Order Schedule 6 (ICT Services)
- Order Schedule 8 (Business Continuity and Disaster Recovery)
- Order Schedule 9 (Security)
- Order Schedule 10 (Exit Management)
- Order Schedule 13 (Implementation Plan and Testing)
- Order Schedule 14 (Service Levels)
- Order Schedule 15 (Order Contract Management)
- Order Schedule 16 (Benchmarking)
- Order Schedule 18 (Background Checks)
- Order Schedule 20 (Specification)

4. CCS Core Terms (DPS version) v1.0.1

5. Joint Schedule 5 (Corporate Social Responsibility)

6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer 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 (except any Order Special Terms as set out below). 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, which revise the Core Terms, are incorporated into this Order Contract (any other changes have been incorporated directly in to the DPS Schedules, Joint Schedules and Order Schedules, as agreed by the Parties:

1. Clause 3.2.2 of the Core Terms is deleted in its entirety and replaced with:

All manufacturer warranties covering the Goods shall be assignable to the

Buyer on request and for free, provided that such warranties are capable of being assigned.

2. The Supplier shall notify the Buyer in writing and as soon as the Supplier is aware that it, or a Subcontractor, has undergone a Change of Control and provided such notification does not contravene any Law or confidentiality obligations the Supplier owes to other parties. The following Core Terms are deleted in their entirety:
 - a. Clause 10.4.1: *there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing.*
 - b. Clause 10.7: *There is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing.*
3. The Buyer warrants that it has notified the Supplier of any elements of the Buyer's software, equipment, system, property or assets to which the Deliverables must be compatible, and all such elements are recorded on this Order Form and agrees that the Supplier does not make any representations, whether express or implied, about whether the Goods or Software will operate in combination with any other equipment, software, system, property or assets (including any changes to the elements set out in this Order Form) not set out in this Order Form. If the Buyer makes any change to, or requires additional, Buyer software, system, property or assets during the Contract Period, which may impact the Deliverables, both Parties will agree any changes in accordance with the Variation Procedure.
4. Notwithstanding Clauses 24.5 and 24.6 of the Core Terms, the Parties agree that any impacts, including changes to the Charges (except those which are mandatory due to a General Change in Law), of complying with any new, emergent or changes to standards or policies, which could affect the Supplier's provision of the Deliverables will be considered and agreed under the Variation Procedure.
5. Clause 4.7 of the Core Terms is deleted in its entirety and replace with:

The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, The Buyer shall not be entitled to publish the details of the late or non-payment (including on government websites and in the press) until it has given the Supplier a reasonable opportunity to investigate and rectify and late or nonpayment and provides the Supplier with reasonable notice of its intention to publish any details.
6. Clause 9.1 of the Core Terms is deleted in its entirety and replaced with:

Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, royalty-free, irrevocable, transferable worldwide licence for the Contract Period to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables under the specific Order Contract only*
- make use of the deliverables provided by a Replacement Supplier*

7. The Buyer shall not copy, decompile, modify or reverse engineer any Software, or knowingly let anyone else do that, unless it is allowed by Law, or, the Supplier or the licensor of that Software has given you prior written consent.
8. The following new Clause 9.7 of the Core Terms is added:

The indemnity in Clause 9.5 of the Core Terms and the actions in Clause 9.6 of the Core Terms shall be the Buyer's sole and exclusive remedy for any IPR Claims arising out of or in connection with an infringement of Intellectual Property Rights.

9. The following new Clause 9.8 of the Core Terms is added:
The Buyer shall indemnify the Supplier against all claims, losses, costs and liabilities arising out of or in connection with the matters set out in Clause 9 of the Core Terms that are attributable to the Buyer or its agents or personnel and will cease any such activity immediately upon notice from the Supplier or at such time as the Buyer became aware, or should reasonably have been aware, that the activity had given rise to the IPR Claim.
10. Clause 3.1.2 of the Core Terms is deleted in its entirety and replaced with:
The Supplier must provide Deliverables with a warranty of at least 90 days from delivery against all obvious defects. Such warranty is limited to exclude circumstances (unless provision has been made to warrant against such situations by mutual agreement) where:
 - a. the Goods have not been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any;*
 - b. the Goods have been modified without our written consent;*
 - c. any failure arises due to accidental or wilful damage, or interference with the Goods by persons other than us, or a third party authorised by us; or*
 - d. in the case of any physical kit, any failure arises due to fair wear and tear.*
11. The Supplier does not guarantee the security of the Goods against unauthorised or unlawful access or use.

12. Clause 30.1 of the Core Terms shall be deleted in its entirety and replaced with:

The Parties agree that the Buyer does not require adherence to any specific Environmental Policies as of the Start Date. If the Buyer subsequently requires the Supplier to comply with any Buyer Environmental Policy, this will be agreed in accordance with the Variation Procedure.

ORDER START DATE: 31st March 2023

ORDER EXPIRY DATE: 30th March 2026

ORDER INITIAL PERIOD: **3 years** (+1 Year optional extension)

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 **£1,366,954,00 + VAT** Estimated Charges in the first 12 months of the Contract.

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:

- Indexation after the initial term of three (3) years
- Specific Change in Law
- Benchmarking using Order Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Supplier (British Telecommunications) is already registered on DWP SOP system to enable e-Invoicing as the payment route to British Telecommunications plc

BUYER'S INVOICE ADDRESS:

The Department for Work and Pensions
Caxton House Tothill Street London SW1H 9NA
Invoices to be submitted electronically via;

APinvoices-DWP-U@gov.sscl.com

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S SECURITY POLICY

Appended at Order Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY SUPPLIER STAFF

None

KEY SUBCONTRACTOR(S)

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Joint Schedule 4 (Commercially Sensitive Information) contains the Commercially Sensitive Information, as agreed by both Parties.

SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is: capped at the highest individual credit amount during twelve rolling calendar months.

The Service Period is one calendar Month

A Critical Service Level Failure is A Critical Service Level Failure will be deemed to have occurred if the Supplier fails more than 3 Incident Resolution Times within three consecutive months.

In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for Material Default.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's an existing guarantee of the Supplier's performance provided for all Order Contracts entered under the DPS Contract. This was provided by the Supplier to Crown Commercial Services (CCS) and is the guarantee on which the Buyer is relying for this contract.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the following social value commitment:

- The Supplier shall continue to report on its Digital Impact and Sustainability in accordance with its usual business practices. The most recent Digital Impact and Sustainability Report can be found at the following link:
<https://www.bt.com/about/digital-impact-and-sustainability/our-approach>

or and on behalf of the Supplier:		or and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	