

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: con_4792

THE BUYER: Department for Business and Trade

BUYER ADDRESS Old Admiralty Building, Westminster, London,
SW1A 2BL

THE SUPPLIER: NESTA

SUPPLIER ADDRESS: 58 Victoria Embankment, London, EC4Y 0DS

REGISTRATION NUMBER: 07706036

DUNS NUMBER: 217364752

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 11 September 2023. It is issued under the DPS Contract with the reference number RM6322 for the provision of Smart Data Challenge Prize Delivery Partner.

DPS FILTER CATEGORY(IES):
RM6322 Fund Administration & Disbursement Services: Design and Development, Market Engagement and Promotion, Application & Award Services, Fully Programme Management

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.
2. Joint Schedule 1 (Definitions and Interpretation) for RM6322
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6322
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for RM6322
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 24 (Intellectual Property Rights)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) for RM6322
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:

Special Term 1 (Buyer Reviews):

1.1 Where the Buyer terminates the Contract at will pursuant to Clause 10.2.1 of the Core Terms, and the Buyer does so because the go/no-go review point (as specified

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in Order Schedule 20) has been reached and the Buyer has determined not to proceed with Stages Two and Three (as specified in Order Schedule 20), notwithstanding Clause 10.6 of the Core Terms, the Buyer shall be under no obligation to make payment of any:

1.1.1 Charges relating to Stages Two or Three (as such stages are described in Order Schedule 20); or

1.1.2 further compensation

to the Supplier as a result of such termination.

1.2 Following the provision by the Supplier of each Deliverable, the Buyer shall have the opportunity to issue written instructions to the Supplier in relation to the provision of such Deliverable and any future Deliverables. The Supplier shall use all reasonable endeavours to implement any such Buyer instructions as soon as reasonably practicable.

Special Term 2 (Buyer Authorisation):

2.1 The Supplier shall not award any prizes or funds to participants until such time as the Buyer has authorised such award in writing. The Buyer shall only authorise such award once it has complied with its internal processes and procedures.

Special Term 3 (Governance)

3.1 The Buyer may pause the Services/Deliverables at any point and may require the Supplier to submit any of the 22 requirements or papers to governance of the Buyer. The Supplier shall comply with any instructions for the competition mandated by the Buyer's governance.

3.2 The Buyer shall not issue any public facing documents in the name of the Department of Business and Trade without the express written authorisation of the Department of Business and Trade nor shall they enter into any commitment on behalf of the Buyer without its express written consent.

ORDER START DATE: **07 September 2023**

ORDER EXPIRY DATE: shall be the earlier of: i) the provision of all of the Deliverables by the Supplier to the Buyer; or ii) 31 March 2025, unless the Contract Period is extended in accordance with Clause 10.1.2 of the Core Terms. The Buyer shall be entitled to extend the Contract Period until 31 March 2028 at its absolute discretion (the "**Order Optional Extension Period**").

ORDER INITIAL PERIOD: shall start on the Order Start Date and end on the earlier of: i) the provision of the Deliverables by the Supplier to the Buyer; or ii) 31 March 2025.

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DELIVERABLES shall mean those requirements and deliverables set out 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 £637,095.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)]

Maximum Contract Value: £2,481,258 (excluding VAT)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment please contact our accounts payable section either by email to ap@uksbs.vo.uk or by telephone 01793-867004 between 09:00 and 17:00 Monday to Friday.

The Supplier must facilitate payment by the Buyer of the Chargers under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-Off Contract.

BUYER'S INVOICE ADDRESS:

Department for Business and Trade c/o UKSBS

Queensway House, West Precint, Billingham, TS23 2NF

Ap@uksbs.co.uk

BUYER'S CONTRACT MANAGER

[REDACTED]

Old Admiralty Building, London, SW1A 2DY

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Old Admiralty Building, London, SW1A 2DY

BUYER'S ENVIRONMENTAL POLICY

Available upon request

BUYER'S SECURITY POLICY

Available upon request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

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 STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Open Data Institute

Registered Office: Kings Place, 90 York Way, London, N1 9AG

Registration Number: 08030289

Smart Data Foundry Limited

Registered Office: Bayes Centre, 47 Potterrow, Edinburgh, Scotland, EH8 9BT

Registration Number: SC709914

Seven Consultancy

Registered Office: 5 Technology Park, Colindeep Lane, Colindale, London, NW9 6BX

Registration Number: 08531163

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

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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)

Signature Area

Organisation Name:
Department for Business and Trade

Role/Title:
[Redacted]

Name:
[Redacted]

Signature: [Redacted]

20 September 2023 | 18:08:18 CEST

Organisation Name:
Nesta

Role/Title:
[Redacted]

Name:
[Redacted]

Signature: [Redacted]

15 September 2023 | 08:25:24 BST