DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

| ORDER REFERENCE: | Turing Scheme Year 4 Assessment Service | |
|--|---|--|
| THE BUYER: | The Department for Education | |
| BUYER ADDRESS | Sanctuary Buildings, Great Smith Street, London, England, United Kingdom | |
| THE SUPPLIER: | Association of Commonwealth Universities | |
| SUPPLIER ADDRESS: | Woburn House, 20-24 Tavistock Square, London, WC1H 9HF | |
| REGISTRATION NUMBER: | RC000017 | |
| DUNS NUMBER: | 227258589 | |
| DPS SUPPLIER REGISTRATION SERVICE ID: RM6322 | | |

APPLICABLE DPS CONTRACT

It is essential that if you, as the Buyer, add to or amend any aspect of any Order Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

This Order Form is for the provision of the Deliverables and dated 07 February 2024.

It's issued under the DPS Contract with the reference number RM6322 for the provision of the **application assessment services for the fourth year of the Turing Scheme**.

DPS FILTER CATEGORIES:

The following filters were used to determine the ITT group:

3: Application & Award Services

• Application & Award Services

AND;

- 4: Evaluation Services
 - Economic / Value for money
 - Impact evaluation
 - Process evaluation
 - Scoping / Feasibility study

ORDER INCORPORATED TERMS

- 1. 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:
 - 1.1. This Order Form including the Order Special Terms and Order Special Schedules.
 - 1.2. Joint Schedule 1 (Definitions and Interpretation) RM6322
 - 1.3. 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM6322
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security, Part A)
 - Order Schedule 10 (Exit Management)
 - o Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - o Order Schedule 15 (Order Contract Management)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
- 1. CCS Core Terms (DPS version) v1.0.2
- 2. Joint Schedule 5 (Corporate Social Responsibility) RM6322

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:

 The Supplier's total aggregate liability to the Buyer in each Contract Year under this Order Contract (whether in tort, contract or otherwise) shall not exceed 150% of the Estimated Yearly Charges. The Estimated Year 1 Charges (for the Order Initial Period) used to calculate liability in the first Contract Year is: £535,221.52.

- 2. The Supplier will complete, and the Parties will agree in writing, Schedule 8 (Business Continuity and Disaster Recovery) and Schedule 9 (Security, Part A) by 22 March 2024. The Parties agree that these Schedules will be completed in a manner which is proportionate to the Services provided by the ACU under this Order Contract and the duration of the Contract Period.
- 3. The Parties do not anticipate that any New IPR will be created under this Order Contract. The Supplier's Existing IPR will instead be used for the provision of the Services and the Deliverables. The Supplier's Existing IPR comprises the intellectual property rights in the processes, procedures and documentation set out in Order Special Schedule 1 (below).
- 4. Clause 10.5.1 of the CCS Core Terms is deleted.

| ORDER START DATE: | 7 th February 2024 |
|-----------------------|-------------------------------|
| ORDER EXPIRY DATE: | 31 st October 2024 |
| ORDER INITIAL PERIOD: | 9 Months |
| ORDER EXTENISON: | 10 Months |
| ORDER EXPIRY DATE: | 31 st August 2025 |

DELIVERABLES See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The Buyer's limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Supplier's total aggregate liability to the Buyer is stated at Special Condition of this Order Contract

The Estimated Year 1 Charges (for the Order initial period) used to calculate liability in the first Contract Year is: £535,221.52

ORDER CHARGES See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES None

DPS Ref: RM6322 Project Version: v1.0 Model Version: v1.3

PAYMENT METHOD

Invoices will be approved for payment by the buyer's contract manager. Approval will be subject to Schedule 5 (Pricing Details) and Schedule 13 (Implementation Plan). All invoices must be sent, quoting a valid purchase order number (PO Number), to:

accountspayable.OCR@education.gov.uk

Within 30 days of this order Contract, the Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

To request a statement, please email <u>accountspayable.BC@education.gov.uk</u>

BUYER'S INVOICE ADDRESS: accountspayable.OCR@education.gov.uk Cheylesmore House, 5 Quinton Road, Coventry, CV1 2WT

BUYER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY See details in Order Schedule 20 (Order Specification)

PROGRESS MEETING FREQUENCY See details in Order Schedule 20 (Order Specification)

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BUYER CONTRACT MANAGER

KEY SUBCONTRACTOR(S) Not applicable

E-AUCTIONS Not applicable

COMMERCIALLY SENSITIVE INFORMATION Order Schedule 5 (Pricing Details); Appendix A

SERVICE CREDITS

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

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

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).

ORDER SPECIAL SCHEDULE 1

ACU'S IPR THAT IT WISHES TO PROTECT

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|--|---------------------------------|--|
| Signature: | | Signature: | |
| Name: | | Name: | |
| Role: | | Role: | |
| Date: | | Date: | |