**DPS Schedule 6 (Order Form Template and Order Schedules)**

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**Order Form**

ORDER REFERENCE: CCTS23A06

THE BUYER: Cabinet Office

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**.

THE SUPPLIER: PricewaterhouseCoopers LLP SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**.

DUNS NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information**.

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated Thursday 3rd August 2023.

It’s issued under the DPS Contract with the reference number RM6322 for the provision of Simple Grants Managed Service.

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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) RM6322

3. DPS Special Terms

4. The following Schedules in equal order of precedence:

● Joint Schedules for RM6322

o Joint Schedule 2 (Variation Form)

o Joint Schedule 3 (Insurance Requirements)

o Joint Schedule 4 (Commercially Sensitive Information)

o Joint Schedule 6 (Key Subcontractors)

o Joint Schedule 10 (Rectification Plan)

o Joint Schedule 11 (Processing Data)

o Joint Schedule 12 (Supply Chain Visibility)

● Order Schedules for RM6322

o Order Schedule 1 (Transparency Reports)

o Order Schedule 3 (Continuous Improvement)

o Order Schedule 5 (Pricing Details)

o Order Schedule 9 (Security)

o Order Schedule 10 (Exit Management)

o Order Schedule 20 (Specification)

5. CCS Core Terms (DPS version) v1.0.2

6. Joint Schedule 5 (Corporate Social Responsibility) RM6322

7. Order Schedule 4 (Order Tender)

**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

**1. Assumptions and dependencies**

The performance and timings of the Services and the Supplier’s prices are subject to the following assumptions and dependencies:

● The Supplier will receive any information and assistance (including, where applicable, access to staff and premises) that it may reasonably require from the Buyer and third parties (including other Government Departments or grant recipients) in a timely manner.

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● The Buyer has all necessary rights to provide any information, documentation or other materials (“Buyer Materials”) that it provides to the Supplier and will only provide Buyer Materials to the Supplier where it has the right to do so.

● Any communications, briefings, reviews, decisions, approvals or certifications required from the Buyer or any third parties shall be provided in a timely manner.

● The Supplier will not be responsible for any inaccuracies, errors or omissions in data received from the Buyer or any third parties, save to the extent that the Supplier has expressly agreed to verify the accuracy of any such data in the Specification.

● Unless otherwise agreed, the Supplier will not be responsible for providing fraud related services (including fraud due diligence or counter fraud services) under the Contract.

● With respect to the legal considerations section in paragraph 5.1 of Order Schedule 20 (Specification), whilst the Supplier will notify the Buyer where it identifies a circumstance in which separate legal inputs may be required, the Supplier is not expected to be aware of all laws and regulations that may apply to the Buyer and its operations or to develop such awareness as part of the specified scope. As such, the Supplier will not be (i) liable for any failure to identify circumstances in which separate legal advice may be required; or (ii) responsible for providing the relevant legal advice unless otherwise agreed.

● The Buyer and Supplier will work together to understand the Buyer’s reasonable Ethical Wall requirements so that appropriate measures can be put in place.

● Whilst the Supplier may be responsible for administering and managing grant agreements, it will not be a legal party to those agreements.

● All grants will be managed via the Buyer provided platform, the procurement of which is the Buyer’s responsibility and is outside the scope of the Contract. Such platform will be fit for purpose, reliable, accessible (with all necessary

licences), properly maintained and available throughout the managed services phases of the Contract (and any earlier period to the extent required for the delivery the Services).

● Any tools used by the Supplier to provide the Services will not form part of the Deliverables.

● TUPE will not apply in relation to the Services and no employees will transfer to the Supplier or any of its subcontractors on commencement of the Services.

● The Supplier’s prices, timings and its tender proposal more generally are based on the Buyer’s requirements and instructions as set out during the tender process and are dependent on there being no subsequent change to these requirements and instructions.

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● Due to the nature of this work, it is expected/possible that the Supplier will determine that conflict checks are required in relation to one or more additional third parties involved. This may include but is not limited to all Government Departments and specific grants or funds that come within scope, and potentially grant applicants. The Parties acknowledge that the Supplier is a regulated entity and, in the event that the Parties are unable to resolve a particular conflict, the Supplier may, following discussions with the Buyer, recuse itself from performing any elements of the Services that the Supplier considers may put it in breach of its legal, regulatory or professional standards obligations.

● The Supplier may require grant recipients and other third parties to agree to certain terms prior to providing any services to or in connection with them.

The Supplier shall not be liable for any Non-Performance arising from the failure of any dependencies or any assumptions not holding true (a “Relief Event”) and, subject to the Supplier using its reasonable endeavours to mitigate the impact of the Relief Event, the Supplier shall be entitled to relief through the Variation Procedure with respect to (i) any period of delay, and (ii) its reasonable additional costs, to the extent caused as a direct result of such Relief Event.

**2. Disclosure of Deliverables**

2.1. The Supplier may disclose the Deliverables or make the benefit of the Services available to other Government Departments and will accept liability to such other Government Departments as long as:

2.1.1. the Buyer ensures that such other Government Departments are aware of the contents of the Contract and comply with it;

and

2.1.2. if another Government Department wishes to make a claim against the Supplier, that claim may only be brought by the

Buyer subject to the terms of the Order Contract including the

limits of liability, which shall be shared between the Buyer and

such other Government Departments and any other party to

whom the Supplier has assumed a duty of care in respect of

the Services.

2.2. Where appropriate, the Supplier may disclose the Deliverables to grant recipients in the course of providing the Services.

2.3. Save as specified in Special Term 2.1, the Supplier accepts no liability to the grant recipients or anyone else other than the Buyer in

connection with the Services unless otherwise agreed in writing. ORDER START DATE: 9th August 2023

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ORDER EXPIRY DATE: 7th August 2025

ORDER INITIAL PERIOD: **Two (2) Years.**

EXTENSION OPTION: None

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 £569,248.75 ex VAT.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

The fees chargeable for the Discovery Phase will be £140,000 per month exclusive of VAT and expenses with a final payment upon completion of the discovery phase.

The maximum contract value is £4,110,113 excluding VAT. This is the maximum value and therefore spend and volumes are not guaranteed under this contract.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoice, in arrears.

BUYER’S INVOICE ADDRESS:

**REDACTED TEXT under FOIA Section 40, Personal Information**.

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**.uk

BUYER’S ENVIRONMENTAL POLICY

None

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BUYER’S SECURITY POLICY

Conform to Gov design pattern set out within the Government Service manual: https://www.gov.uk/service-manual and which follows the Design system: https://design-system.service.gov.uk/.

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**.

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**.

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**.

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KEY SUBCONTRACTOR(S)

Not applicable.

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See 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)

|  |  |
| --- | --- |
| **For and on behalf of the Supplier: For and on behalf of the Buyer:** | |
| Signature: | Signature: **REDACTED TEXT under FOIA Section 40, Personal Information**. **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Role: | Par **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Date | 4th August 2023 Date: 4th August 2023 |

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