

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: SR1429610794

THE BUYER: The Commissioners for His Majesty's Revenue and Customs acting as part of the Crown

BUYER ADDRESS 100 Parliament Street, Westminster, London, SW1A 2BQ.

THE SUPPLIER: Ecospend Technologies Limited

SUPPLIER ADDRESS: Ecospend Technologies Limited, 80 Clerkenwell Road, London, EC1M 5RJ

REGISTRATION NUMBER: 11114967

DUNS NUMBER: 223564891

DPS SUPPLIER REGISTRATION SERVICE ID:

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 26/07/2024.

It's issued under the DPS Contract with the reference number RM6301 for the provision of Open Banking Services.

DPS FILTER CATEGORY(IES):
48850

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) RM6301
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6301
 - 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 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability) NOT USED
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for SR1429610794
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services)
 - 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 11 (Installation Works) NOT USED
 - Order Schedule 12 (Clustering) NOT USED
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 17 (MOD Terms) NOT USED
 - Order Schedule 18 (Background Checks)
 - Order Schedule 19 (Scottish Law) NOT USED
 - Order Schedule 20 (Order Specification)
 - Order Schedule 21 (Northern Ireland Law) NOT USED
 - Order Schedule 22 (Lease Terms) NOT USED
 - Order Schedule 23 (HMRC Terms)
 - Order Schedule 24(Corporate Resolution Planning) NOT USED

- Order Schedule 25 (Additional Regulatory Terms)
- 5. CCS Core Terms (DPS version) v1.0.3
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6301
- 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

Publicity and Branding

The Supplier shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
 - (b) use the Buyer's name or brand in any promotion or marketing or announcement of orders;
- without the prior written consent of the Buyer.

The Supplier acknowledges that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the Supplier (including the Services and the Supplier System) and the Supplier agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

Special Term 2.

Prices submitted in the Supplier Cost Model:

Prices shall be fixed for the initial 3 year period.

If the Buyer chooses to exercise its option to extend the Contract term and value (see Special Term 3 for details of this right), the Supplier may apply for a price review to the unit costs of the Services and shall provide substantial evidence of significant cost change to the satisfaction of the Buyer. Any increases to unit prices for the Services stated in the Supplier's submitted Cost Model which the Buyer and Supplier agrees to following a price review shall not exceed the Consumer Price Index rate for the 12 months preceding the date of the review as published by the Office of National Statistic on their website, or shall be capped at 5%, whichever is the lower.

Special Term 3

Contract Extension

As stated at 2.6 of the Further Competition and Evaluation Criteria Document, the Buyer shall have an option to extend the Contract for a further year. In addition to extending the Contract for a duration of 12 months (commencing from the initial end date of the Contract), the parties may, when extending the Contract duration, agree between them (in accordance with the Variation procedure):

- continuation of all or part of the Services for the additional 12 months. Unless otherwise permitted under the Contract, there shall be no material amendments to the nature of the Services or the terms applicable to their provision in this extension period; and
- The Contract value being increased, subject to Special Term 2 and the Buyer's updated forecast of volumes for the extension period, up to an amount equal to the costs stated in Cost Model provided by the Supplier for the supply of Services.

Special Term 4.

Should the Supplier engage in conversations regarding the Open Banking contract, outside of Business as Usual (i.e. the existing Pay by Bank service, or the existing P800 repayment service), with existing stakeholders they shall first contact the Buyer (Commercial and Government Payments appointed contract managers) to obtain written consent, which will not be unreasonably withheld.

ORDER START DATE: **29/08/2024**

ORDER EXPIRY DATE: **28/08/2027**

ORDER INITIAL PERIOD: **3 years**

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 **REDACTED excluding VAT**

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

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The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Benchmarking using Order Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

SAP Ariba Invoicing

BUYER'S INVOICE ADDRESS:

SAP Ariba Invoicing

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

HMRC's Sustainable Procurement Strategy is available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf

BUYER'S SECURITY POLICY

DPS PSC Order Schedule 9 - Security v1.0. The Supplier's completed Security Questionnaire (including security-related clarifications) is appended at Annex 2.

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 (or more frequently if required)

KEY STAFF

REDACTED

REDACTED

KEY SUBCONTRACTOR(S)

N/A

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1.	26/04/2024	REDACTED	For the duration of the contract and indefinitely after its termination until such Commercially Sensitive Information becomes public knowledge other than by breach of this contract.
2.	26/04/2024	REDACTED	For the duration of the contract and indefinitely after its termination until such Commercially Sensitive Information becomes public knowledge other than by breach of this contract.

SERVICE CREDITS

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

The Service Credit Cap is: REDACTED

The Service Period is: one Month

A Critical Service Level Failure is: where:

- (a) the Supplier fails to provide any part of the Services to a level which meets or exceeds the Critical Service Level Failure Threshold for the relevant KPI - TBC; and/or
- (b) there is a repeat Service Level Failure count of four (4) or more for the relevant KPI.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There is a guarantee of the Supplier's performance provided for all Order Contracts entered under the DPS 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 social value commitments in Order Schedule 4 (Order Tender)

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:	REDACTED	Date:	REDACTED