

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: [REDACTED]

THE BUYER: Department for Environment Food and Rural Affairs (DEFRA)

BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: Ipsos (market research) Limited

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

DPS SUPPLIER REGISTRATION SERVICE ID: [REDACTED]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 11th April 2024.

It's issued under the DPS Contract with the reference number RM6126 for the provision of **Evaluation of Local NO2 Plans**.

DPS FILTER CATEGORY(IES):

Economics (appraisal and behavioural economics), Built environment, Climate change, Decarbonisation, emissions and net zero, Land use planning / spatial planning, Pollution, Freight and logistics, Infrastructure, Property, Transport, Local Government, Central Government, Policy analysis and development, Public health, Digital design, delivery and implementation, GIS (Geographic Information System) / Spatial analysis, Multivariate analysis, Regression analysis, Thematic analysis, Time-series analysis / forecasting, Spatial modelling, Multivariate modelling, Predictive modelling, Simulation modelling, Quantitative, Qualitative, Mixed method (qualitative and quantitative), CAPI (computer assisted personal interview), CATI (computer assisted telephone interview), Case studies, Depth interviews, Focus group discussions, Impact evaluation, Theory-based impact evaluation (incl. Theories of Change (ToC) and Logic Modelling), Process evaluation, Value-for-money evaluation, Rapid Evidence Assessment (REA), Meta-analysis, Sensitivity testing, Simulated tests, Behaviour change, Behavioural insights research,

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Behavioural economics research, Longitudinal research, Stakeholder research, Behavioural science, Quota-based sample, Convenience sampling, Purposive sampling, Micro businesses, Small businesses, Sole traders / sole proprietorships, Company car drivers / private motorists, Cyclists, Motorcyclists, Taxi drivers, Van / lorry drivers, Commuters / regular travellers, Leisure travellers, England.

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) **RM6126**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126**
 - 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 **C22725**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**.
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:

None

ORDER START DATE: 23 April 2024

ORDER EXPIRY DATE: 22 April 2028

ORDER INITIAL PERIOD: 4 Years, 0 Months

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]

ORDER CHARGES

[REDACTED]

See full 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:

- Specific Change in Law
- Benchmarking using Order Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payments will be made in Pounds Sterling by BACS transfer using the details provided by the supplier on submission of a compliant 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 and telephone number) of your Authority contact (i.e. Contract Manager).

Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED]

(the Authority's preferred option); or [REDACTED]
[REDACTED] between 09:00-17:00 Monday to Friday.

BUYER'S INVOICE ADDRESS:

[REDACTED] (the Authority's preferred option);
or [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

Anna Scholes

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

Weekly

PROGRESS MEETING FREQUENCY

Weekly/Quarterly Boards as per Order Schedule 15.

KEY PERSONNEL

[Redacted]

[Redacted]

[Redacted]

KEY SUBCONTRACTOR(S)

[Redacted]

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

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The following lists the categories of information we consider “commercially sensitive” to Ipsos UK and request that clients do not publish in response to a request made under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (EIR).

1) Trade Secrets:

Information contained in proposal documents relating to our propriety methods and/or techniques. Information that details how any of our proprietary survey products are developed, implemented or operated. Detailed cost breakdowns. Supplier lists and contact details. Customer lists.

Reason (if requested): Please reserve under Section 43(1) of the Freedom of Information Act on the grounds that this information constitute trade secrets, as either a technical or a business secret.

Period (if requested): We would request that the information should be reserved permanently, or for at least 30 years if permanent reservation is not possible.

2) Other commercially sensitive information:

Reason (if requested): Please reserve under Section 43(2) of the Freedom of Information Act on the grounds that this information is commercially sensitive and disclosure will be of value to competitors providing them with an advantage in being able to determine our unit costs and so provide them with an unfair competitive advantage.

Period (if requested): We would request that the information should be reserved for 5 years following completion of the relevant contract.

3) Details of our other clients, references provided by other clients:

Reason (if requested): Customer List should be reserved under Section 43(1) as a trade secret, specifically a business secret. Please reserve under Section 43(2) of the Freedom of Information Act any other detail of our clients on the grounds that this information is commercially sensitive and disclosure would breach our duty of client confidentiality and our obligations under the MRS Code of Conduct that requires us to maintain client confidentiality unless specifically authorised by the relevant client. Clients will have consented to our use of their details and any references provided within the proposal for the purpose of assisting another client but have not consented to the disclosure of their name or details publicly. As a result, disclosure of the client's details without their explicit consent would not only be detrimental to our relationship with other clients but could prejudice both our commercial interests and result in action against us by our industry regulator, the Market Research Society.

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Period (if requested): We would request that the information should be reserved permanently unless the client consents to disclosure.

4) Project Risk registers:

Reason (if requested): Please reserve under Section 43(2) of the Freedom of Information Act on the grounds that this information is commercially sensitive for both your project and ourselves. Disclosure of risk registers would provide stakeholders with information useful to them in adversely influencing or disrupting the project. Disclosure may also pose a risk of disclosing potential vulnerabilities in relation to information governance that would assist any party in taking malicious action or attempting to breach information security of either ourselves or your organisation.

Period (if requested): We would request that the information should be reserved for at least 10 years post completion of the project.

5) Personal information:

Mini CVs, staff photographs etc:

Reason (if requested): Please reserve under Section 40(2) of the Freedom of Information Act on the grounds that this is outside the scope of the Act. The personal information does not relate to staff working for a public authority. This is personal information provided solely to assist you as our client in determining the expertise of the staff identified by the personal information no consent to further disclosure has been granted by the data subjects.

Period (if requested): We would request that the information should be reserved permanently, or for at least 50 years if permanent reservation is not possible unless the data subject identified by the personal information provides explicit consent to any disclosure.

SERVICE CREDITS

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

The Service Credit Cap is: **5% of each Milestone Payment**

The Service Period is: **6 Months**

A Critical Service Level Failure is: 4 Service Credits being triggered in an 18 month period (or 3 Milestone periods whichever is longer)

ADDITIONAL INSURANCES

Not applicable

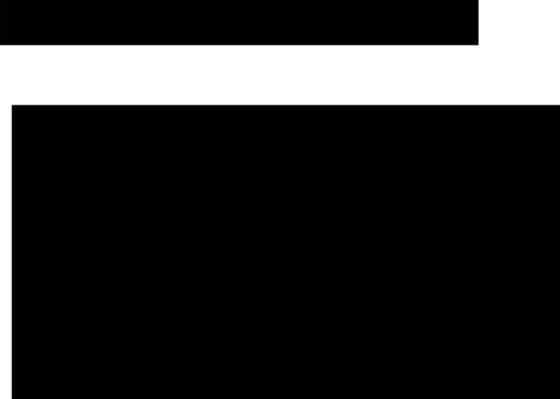
GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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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)

	
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