

DPS Schedule 6 (Order Form Template and Order Schedules)
Crown Copyright 2021

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **712088451**

THE BUYER: **Army Headquarters, Ministry of Defence**

BUYER ADDRESS **Zone 2.N, Ground Floor, Ramillies Building,
Marlborough Lines, Andover, SP11 8HJ**

THE SUPPLIER: **National Learning and Work Institute**

SUPPLIER ADDRESS: **St Martins House Office 1.23 St Martins House,
7 Peacock Lane, Leicester, United Kingdom,
LE1 5PZ**

REGISTRATION NUMBER: 

DUNS NUMBER: 

DPS SUPPLIER REGISTRATION SERVICE ID:

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables, and dated Tuesday 1st October 2024

It's issued under the DPS Contract with the reference number **712088451** for the provision of **Specialist Adult Learning Research and Horizon Scanning Support Services**

DPS FILTER CATEGORY(IES):



DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2021

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)
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6126 - 712088451
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM6126 - 712088451
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 17 (MOD Terms)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility)
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.
8. 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.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2021

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Special Term 1: Termination

In the event of a persistent breach of the performance measurement mechanisms which is not satisfactorily managed the Authority reserves the right to terminate the Contract. Termination under these circumstances will be under the terms of Condition 10.4 (When CCS or the buyer can end a contract) and as referenced in the Contract.

With reference to Para 10.4 - G 'consistent' shall be defined as:

- a. 1 Key Performance Indicator (KPI) is red on 3 or more occasions in a rolling 6-month period; or
- b. 1 Key Performance Indicator (KPI) is amber for 6 consecutive months; or
- c. Any 3 KPIs have 2 or more amber/red scores within a rolling 6-month period.

ORDER START DATE: **1st November 2024**

ORDER EXPIRY DATE: **31st October 2028**

ORDER INITIAL PERIOD: **4 Years**

SUBJECT TO FINANCIAL APPROVAL AND AMENDMENT:

Option 1: x 1 12 Month Option Period (01/11/2028 – 31/10/2029) [REDACTED]

Option 2: x 1 12 Month Option Period: (01/11/2029 – 31/10/2030) [REDACTED]

DELIVERABLES

As detailed in the Statement of Requirement and 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

See details in Order Schedule 5 (Pricing Details)

For the purposes of this Contract the maximum total Contract price, for the core 4 year period, shall be set at **£801,667.00 ex VAT**. The MOD's financial liability is

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2021

capped by the maximum price, and anything above this will be borne by the contractor. All invoicing shall be based upon daily rates and actual spend.

REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract

PAYMENT METHOD

All invoicing and payment will be via Contract, Purchasing & Finance (CP&F) and Exostar. Invoices will be paid in arrears based on actual time and materials within 30 days of submission subject to the Authority's acceptance of the deliverables.

BUYER'S INVOICE ADDRESS:

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Appended at Order Schedule 17 (MOD Terms)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2021

Exact deliverables and timescales will be confirmed in conjunction with the supplier at contract start (with the expectation that some will remain open for later agreement at agreed points in the contract period).

PROGRESS MEETING FREQUENCY

Contract Evaluation. Contract Evaluation. Contract performance will be evaluated via monthly and quarterly supplier/Authority meetings, at which progress will be assessed against the agreed performance indicators for each study. Outputs will be presented by the assigned consultant to the Army, L&D Contract Manager, and other Army staff as appropriate.

Annual meetings between L&D Project Officer, Contract Manager, and the supplier to ensure appropriate top-level review, forward planning, and confirmation of deliverables for the next 12 months

KEY STAFF

[Redacted]

SUPPLIER KEY STAFF

[Redacted]

KEY SUBCONTRACTOR(S)

[Redacted]

[Redacted]

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2021

E-AUCTIONS

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Appended at Order Schedule 14

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:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	██████████	Date:	██████████