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

**Schedules)**

**Order Form**

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| ORDER REFERENCE:   | CCIT23A52 |
| THE BUYER:   | Secretary of State for Science Innovation and Technology on behalf of the Geospatial Commission, an expert committee part of the Department of Science, Innovation and Technology.  |
| BUYER ADDRESS   | Geospatial Commission, 100 Parliament Street |
| THE SUPPLIER:  | Bluesky International Limited |
| SUPPLIER ADDRESS:  | The Station, Station Road, Ashby De La Zouch LE65 2AS |
| REGISTRATION NUMBER:  | Company registration number: 04789469 |
| DUNS NUMBER:  | 735267440  |

This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system.

**APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated 26/04/2024

It’s issued under the DPS Contract with the reference number RM6235 for the provision of Space-Enabled Transformation and Technology.

**DPS FILTER CATEGORY(IES):**

Not applicable

**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) RM6235
3. DPS Special Terms

1. The following Schedules in equal order of precedence:

* + Joint Schedules for RM6235
		- Joint Schedule 2 (Variation Form)
		- Joint Schedule 3 (Insurance Requirements)
		- Joint Schedule 4 (Commercially Sensitive Information)
		- Joint Schedule 7 (Financial Difficulties)
		- Joint Schedule 10 (Rectification Plan)
		- Joint Schedule 11 (Processing Data)
		- Joint Schedule 12 (Supply Chain Visibility)

* + Order Schedules for CCTS22A68
		- Order Schedule 1 (Transparency Reports)
		- Order Schedule 2 (Staff Transfer)
		- Order Schedule 3 (Continuous Improvement)
		- 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 13 (Implementation Plan and Testing)
		- Order Schedule 14 (Service Levels)
		- Order Schedule 15 (Order Contract Management)
		- Order Schedule 16 (Benchmarking)
		- Order Schedule 18 (Background Checks)
		- Order Schedule 20 (Order Specification)
1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) RM6235
3. 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**

The definition of “Existing IPR” in Joint Schedule 1 (Definitions) shall be amended as follows:

“excluding IPR in the Deliverables, any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)”

**Special Term 2**

The definition of “New IPR” in Joint Schedule 1 (Definitions) shall be amended as follows:

“a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or

b) IPR in or arising as a result of the performance of the Supplier’s obligations under a Contract and all updates and amendments to the same;

but shall not include:

c) the Supplier’s Existing IPR;

d) data created by the Buyer or by any User:

1. Using Deliverables as a source to infer the position of the data the Buyer or User creates; or
2. which copies in part a feature represented in any Deliverables, (including without limitation any pixel of imagery) (and “copy in part” means, for the purpose of this definition, where the data created by the Buyer or User partially coincides with a feature in the source Deliverables); or

(e) a new dataset, database, or information that has been created using Deliverables, as its source in whole or in part, as a result of the translation, adaptation, arrangement, modification, or any other alteration of Deliverables, or of a substantial part of the content of a database comprised of Deliverables, including through the extraction or re-use of the whole or a substantial part of the database comprised of Deliverables, into a new database.”

**Special Term 3**

A definition of “User Organisation”, “User” and “User Licence Agreement” shall be added to Joint Schedule 1 (Definitions) as follows:

“User Organisation” means any public sector organisation eligible to access the Deliverables as a public sector department or body in accordance with the government guidance [Classification Of Public Bodies: Guidance For Departments](https://assets.publishing.service.gov.uk/media/5a74d700e5274a59fa715592/Classification-of-Public_Bodies-Guidance-for-Departments.pdf).

“User” means each person nominated by the User Organisation to have access to the Deliverables.

“User Licence Agreement” means the agreement in the form of Order Special Schedule A signed between the Supplier and each User Organisation.

“Lot 2 Contract” means the contract agreed between a supplier(s) and the Buyer for the provision of aerial photography web services and Lot 2 Contract Supplier means the supplier(s) of the Lot 2 Contract.

“Lot 3 Contract” means the contract agreed between a supplier(s) and the Buyer for the provision of historic aerial photography data and Lot 3 Contract Supplier means the supplier(s) of the Lot 3 Contract.

**Special Term 4**

DPS Special Term (which amends clause 9.1 of the Core Terms) is amended to read as follows:

9.1 Each Party keeps ownership of its own Existing IPRs and the Supplier shall keep ownership of any IPR in the Deliverables. The Supplier shall grant to the Buyer a licence to use and adapt any IPR in the Deliverable as if the terms set out in paragraph 2 of the User Licence Agreement set out in Order Special Schedule A to this Order Form apply to the Buyer with the necessary changes to enable it to both (i) receive and use the Deliverables and (ii) make use of the Deliverables provided by a Replacement Supplier.

**Special Term 5**

Clause 3 of the Core Terms shall be amended by adding a new clause 3.4 as follows:

“On the later of the date of the Order Form or request of the Buyer or User Organisation, the Supplier shall enter into:

3.4.1 a User Licence Agreement with each User Organisation substantially in the relevant form set out in Order Special Schedule A to this Call Off Order Form; and

3.4.2 any further agreement, deed or document as the Buyer shall (in its absolute discretion) consider necessary or desirable to give the intended benefit of such User Licence Agreement to each User.”

**Special Term 6**

Clause 9.2 of the Core Terms shall be deleted and amended as follows:

“Any New IPR created under a Contract is owned by the Supplier. The Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or, if the Buyer is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display).

**Special Term 7**

The Supplier shall enter into an Ethical Walls Agreement with the Buyer in the form of Annex 1 to Exit Management (Schedule 10).

**Special Term 8**

The Supplier shall enter into agreement(s) as required with the supplier(s) providing deliverables under the Lot 2 Contract and Lot 3 Contract which detail the operational mechanics of the transfer of aerial photography data or services between supplier(s) as needed to ensure that each supplier effectively manages contract dependencies to achieve delivery of the Contract, Lot 2 Contract and Lot 3 Contract, as applicable (the “Operational Agreements”).

**ORDER START DATE:**  07/05/2024

**ORDER EXPIRY DATE:** 06/05/2027

**ORDER INITIAL PERIOD:** 3 years

**ORDER OPTIONAL**

**EXTENSION PERIOD:** 1 year followed by a further period of 1 year

**DELIVERABLES**

In accordance with the Deliverables 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.

**ORDER CHARGES**

The Charge for the Deliverables shall be a price of Redacted under FOIA section 43, Commercial Interests.

The Charges can only be changed by agreement in writing between the Buyer and the Supplier in accordance with Order Schedule 16 (Benchmarking).

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment method shall be in accordance with Clause 4 of the Core Terms.

Invoices shall be payable monthly in arrears for an amount reflecting the monthly proportion of the per annum Charge for the Deliverables for the applicable Contract Year.

**BUYER’S INVOICE ADDRESS:**

1 Victoria Street London SW1H 0ET

**BUYER’S AUTHORISED REPRESENTATIVES**

Redacted under FOIA section 40, Personal Information

**BUYER’S ENVIRONMENTAL POLICY**

Please see Order Special Schedule A.

**BUYER’S SECURITY POLICY**

Security policy framework: protecting government assets, 24 May 2018, available online at: <https://www.gov.uk/government/publications/security-policy-framework>

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

Redacted under FOIA section 40, Personal Information

**SUPPLIER’S CONTRACT MANAGER**

Redacted under FOIA section 40, Personal Information

**TRANSPARENCY REPORTS**

In accordance with Annex A of Order Schedule 1 (Transparency Reports)

**SUPPLIER KEY STAFF**

Redacted under FOIA section 40, Personal Information

**KEY SUBCONTRACTOR(S)**

N/A

**E-AUCTIONS**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

As specified in DPS Joint Schedule 4 (Commercially Sensitive Information)

**SERVICE CREDITS**

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

The Service Credit Cap is: per cap detailed in Annex A to Part A of Schedule 14 (Service Levels)

A Critical Service Level Failure is: None

**ADDITIONAL INSURANCES**

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 A**

 **User Licence Terms**

Per separate attachment Lot 1 Order Special Schedule A

**Order Special Schedule B**

 **DSIT Environmental Policy**





**DESNZ & DSIT: Environmental Policy**

DESNZ and DSIT are UK government departments respectively leading on energy security & net zero and science, innovation & technology. We are committed to protecting the environment and preventing pollution. We undertake all our activities in a responsible manner, using best practice, to reduce the environmental impacts of our operations and to enhance and improve environmental performance and the Environmental Management System. DESNZ and DSIT are committed to fulfilling all environmental compliance obligations as a minimum and will strive to continually improve the environmental performance of our buildings, operations and supply chains.

DESNZ & DSIT will:

• Proactively reduce our carbon footprint by implementing energy saving practices and technologies, to be more energy efficient;

• Mitigate the impacts of business travel through relevant policies and procedures;

• Preserve and enhance biodiversity on our sites where we have opportunities and scope to do so;

• Proactively use innovation and technology to ensure efficient use of water; • Embed the Waste Hierarchy into all waste procedures while also managing waste according to our duty of care;

• Understand and assess climate change adaptation risks for our key sites, to ensure business continuity and resilience;

• Consider sustainability in all procurement decisions, focusing on decarbonisation, sustainable resource use and climate change adaptation; • Minimise the consumption of natural resources and reducing environmental impacts through our supply chains;

• Manage fuels and hazardous substances appropriately to minimise environmental risks;

• Regularly review performance of environmental objectives and targets; • Regularly report on progress to the senior responsible officer; • Communicate this policy to our staff, to everyone working for or on behalf of

DESNZ and DSIT and interested parties to ensure they understand the environmental impacts of their job and how to minimise these.

DESNZ and DSIT shall monitor and review effectiveness of this policy through ISO 14001:2015 Environmental Management System and in conjunction with the ISO 50001:2018 Energy Management System.

ISS Classification - Unrestricted