

DPS Schedule 6 (Order Form and Order Schedules)

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Order Form

ORDER REFERENCE: **C119913**

THE BUYER: OFFICE OF THE NATIONAL DATA GUARDIAN
(ONDG)

BUYER ADDRESS 7 and 8 Wellington Place, Leeds, West Yorkshire,
LS1 4AP

THE SUPPLIER: C M MONITOR (BRITAIN THINKS) LTD t/a
BritainThinks

SUPPLIER ADDRESS: West Wing, Somerset House, London, WC2R 1LA

REGISTRATION NUMBER: **07291125**

DUNS NUMBER: 216779966

DPS SUPPLIER REGISTRATION SERVICE ID: **21-677-9966**

APPLICABLE DPS CONTRACT – RM6126 Research and Insights

This Order Form is for the provision of the Deliverables and dated 21st July 2023.

It's issued under the DPS Contract with the reference number RM2126 for the provision of Research and Insights.

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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) DPS Contract RM6126
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for DPS RM6126
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors) if required
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for DPS RM6126
 - 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 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 23 (HMRC Terms)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) DPS Contract reference RM6126

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.

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ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Terms to revise or supplement Core Terms -

Special term 1 – Cyber Security Requirements

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Order Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The “**Cyber Security Requirements**” means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time. In the event of new cyber security requirements being identified that are to be factored into the Order Contract, these shall be agreed with the Supplier through a Variation Note;

Special term 2 – Supplier Staff

The following wording shall be included as a new Clause 7.7 of the Core Terms of the Order Contract:

7.7 Notwithstanding that Order Schedule 9 (Security) has not been incorporated into this Order Form under the section headed “ORDER INCORPORATED TERMS”, paragraph 3.4.3 of Part B of Order Schedule 9 (Security) shall apply to this Order Form in any event.

Special term 3 – Intellectual Property Rights (IPRs)

Clause 9.1 of the Core Terms of the Order Contract – Delete this Clause and replace with:

9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier’s Existing IPR to enable it to:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier; and

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- develop and provide products and services to third parties

Special term 4 - Execution and Counterparts

The following wording shall be included as new Clause 36 of the Core Terms of the Order Contract:

36 Execution and Counterparts

36.1 This Order Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Order Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Order Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Order Contract as if signed by each Party's manuscript signature. In such situation, this Order Contract shall be formed on the date on which both Parties have electronically signed the Order Contract as recorded in the Buyer's electronic contract management system.

Estimated dates below:

ORDER START DATE: **01 August 2023**

ORDER EXPIRY DATE: **01 October 2024**

ORDER INITIAL PERIOD: **14 months**

ORDER OPTIONAL EXTENSION
PERIOD: 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.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is
£166,411

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None as built into day rates

PAYMENT METHOD

BUYER'S INVOICE ADDRESS:

NHS ENGLAND

K005 Payables

PO Box 312

LEEDS

LS11 1HP

Invoices should clearly quote the Purchase Order number, be addressed to NHS England at the address above, and sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

BUYER'S AUTHORISED REPRESENTATIVE

Darren Batey

[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available on request.

BUYER'S SECURITY POLICY

Available on request.

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]

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[REDACTED]

Somerset House, London, United Kingdom, WC2R 1LA

PROGRESS REPORT FREQUENCY: On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY: Quarterly on the first Working Day of each quarter

KEY STAFF

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

Address: Somerset House, London, United Kingdom, WC2R 1LA

KEY SUBCONTRACTOR(S)

Yonder Data Solutions (approximately 10% of the contractual obligations)

Perspective Research Services (approximately 10% of the contractual obligations)

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

The Supplier's response to Tender, which includes information about proposed research method, pricing, experience and team credentials. In accordance with government transparency obligations, the total contract value will be published but not the breakdown of costs.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

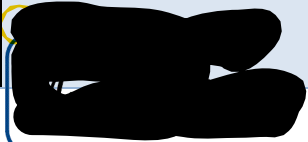
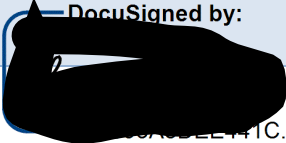



GUARANTEE

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)

For and on behalf of the Supplier:	For and on behalf of the Buyer:
 8871E43D1013466...	DocuSigned by:  0A02EE41C...
Full Name: 	Full Name: 
Job Title/Role: 	Job Title/Role: 
Date Signed: 28.07.2023	Date Signed: 28.07.2023