

DPS Schedule 6 (Order Form Template and Order Schedules)

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Order Form

ORDER REFERENCE: WP2288

THE BUYER: Department for Science, Innovation & Technology

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

THE SUPPLIER: Decoded Ltd

SUPPLIER ADDRESS: 1 Princes Court, Royal Way, Loughborough, Leicestershire. LE115XR

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 8th December 2025.

It's issued under the DPS Contract with the reference number RM6219 [DPS Contract] for the provision of AI Accelerator Learning and training services

DPS FILTER CATEGORY(IES):

Not applicable

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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) **RM6219**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6219**
 - [Joint Schedule 2 \(Variation Form\)](#)
 - [Joint Schedule 3 \(Insurance Requirements\)](#)
 - [Joint Schedule 4 \(Commercially Sensitive Information\)](#)
 - [Joint Schedule 10 \(Rectification Plan\)](#)
 - [Joint Schedule 11 \(Processing Data\)](#)
 - Order Schedules for **RM6219**
 - [Order Schedule 1 \(Transparency Reports\)](#)
 - [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 10 \(Exit Management\)](#)
 - [Order Schedule 14 \(Service Levels\)](#)
 - [Order Schedule 15 \(Order Contract Management\)](#)
 - [Order Schedule 20 \(Order Specification\)](#)
4. CCS Core Terms (DPS version) v1.0.3
5. Order Schedule 4 (Order Tender)

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- Stop/Go Review Process Schedule

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ORDER START DATE: 15th December 2025ORDER EXPIRY DATE: 14th December 2027

ORDER INITIAL PERIOD: 2 years

ORDER OPTIONAL EXTENSION: 1 year

CALL-OFF CONTRACT VALUE (INITIAL PERIOD):

The estimated total Call-off Contract Value is up to £706,320.00 excluding VAT. The estimated contract value for the initial 24-month term from (15th December 2025 – 14 December 2027) is £446,790.00 excluding VAT.

Subject to further approval/agreement the Call-Off Contract can be uplifted/extended by a further 1 period of 12 months for £259,530.00 totalling to £706,320.00 excluding VAT.

There is no guarantee to the supplier of volume and volumes may flex up or down to complete the requirements.

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

See details in Order Schedule 5 (Pricing Details)

- Firm price for the deliverables outlined in the Statement of Requirement
- One -off Optional payment for changes to Curriculum as per milestone 6 – (Optional)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS Monthly in arrears

BUYER'S INVOICE ADDRESS:

Please email invoices to ap@uksbs.co.uk

Invoice to: DSIT - Department for Science, Innovation and Technology
c/o UKSBS

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First Floor (RHS), Medway House
Teesdale Business Park
Stockton on Tees
TS17 6EN
United Kingdom

BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: [REDACTED]

Email address: [REDACTED]

Office Address: [REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available online at [Environmental Policy](#)

BUYER'S SECURITY POLICY

Can be provided on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: [REDACTED]

Email Address: [REDACTED]

Address: [REDACTED]

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]

Role: [REDACTED]

Email Address: [REDACTED]

Address: [REDACTED]

PROGRESS REPORT FREQUENCY

Decoded will provide updates on the progress of each cohort in the weekly progress meeting and will flag any issues as they arise. After each cohort, Decoded will send a progress report.

PROGRESS MEETING FREQUENCY

The programme team will have a weekly progress meeting with Decoded will carry out retrospective progress meetings every quarter or after every cohort of the Accelerator, whichever comes sooner.

KEY STAFF

[REDACTED]

[REDACTED]

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Bank Details

[REDACTED]

KEY SUBCONTRACTOR(S)

None

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

SERVICE CREDITS

Not applicable

The Service Period is: 2-year contract and each cohort is 12 weeks.

A Critical Service Level Failure is:

1. Definition of Critical Failure

A Critical Failure occurs when the Provider fails to meet essential contractual obligations that materially impact service delivery or compliance. This includes, but is not limited to:

- Non-delivery of mandatory training modules within agreed timelines.
- Breach of statutory or regulatory requirements (e.g., data protection).
- Failure to achieve minimum service levels for two consecutive reporting periods.
- Misrepresentation of qualifications or capability of trainers.

2. Performance Thresholds

The following thresholds will trigger a Critical Failure:

- Satisfaction rate for participants falls below 70% for courses.
- Quality assurance score below 70% in two consecutive cohorts.
- Failure to provide required compliance documentation within 10 working days of request.

3. Remedies and Consequences

Upon identification of a Critical Failure:

- Immediate Notification: The Provider must notify the Authority within 24 hours of discovery.
- Corrective Action Plan: A written plan must be submitted within 5 working days, detailing remedial steps and timelines.
- Termination Rights: The Authority reserves the right to terminate the contract with 30 days' notice if the failure is not rectified or recurs within a 6-month period.

4. Escalation and Governance

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Critical Failures will be escalated to the SRO & Head of Commercial and reviewed at the next scheduled meeting. Persistent failures may result in formal investigation and contract suspension.

5. Reporting and Evidence

The Provider must maintain and submit evidence of compliance and corrective actions, including audit reports, learner completion data, and trainer credentials.

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:	

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details	
This variation is between:	<p>[insert name of Buyer] ("the Buyer")</p> <p>And</p> <p>[insert name of Supplier] ("the Supplier")</p>

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Contract name:	[insert name of contract to be changed] (“the Contract”)	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the Buyer

Signature	
Date	
Name (in Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (in Capitals)	
Address	

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Joint Schedule 3 (Insurance Requirements)

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DPS Ref: RM6219 Learning and Training

Project Version: v1.0 1

Model Version: v1.0

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

DPS Ref: RM OFFICIAL-SENSITIVE - COMMERCIAL

Project Version: v1.0

Model Version: v1.3

DPS Schedule 6 (Order Form Template and Order Schedules)

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1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware;
and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances

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in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has

DPS Schedule 6 (Order Form Template and Order Schedules)

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caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the DPS Start Date in accordance with this Schedule:

1.1 professional indemnity insurance with cover for a single event or a series of related events and in the aggregate of not less than one million pounds (£1,000,000);

1.2 public liability insurance with cover for a single event or a series of related events and in the aggregate of not less than one million pounds (£1,000,000); and

1.3 employers' liability insurance with cover for a single event or a series of related events and in the aggregate of not less than five million pounds (£5,000,000).

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Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	02/12/2025	Details of the contractor's methodologies, policies and processes	<ul style="list-style-type: none"> • two years following the end of the Term
2	02/12/2025	All information relating to the limits of liability, pricing and charging mechanisms contained in the Agreement	<ul style="list-style-type: none"> • two years following the end of the Term
3	02/12/2025	All details relating to personnel including but not limited to the numbers of resources with specific skills, staff terms and conditions of employment and staff selection methods	<ul style="list-style-type: none"> • five years following the end of the Term

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4	02/12/2025	Any information relating to other customers of Decoded	<ul style="list-style-type: none">• Indefinitely
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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	

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Review of Rectification Plan [Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;

DPS Schedule 6 (Order Form Template and Order Schedules)

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- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by

DPS Schedule 6 (Order Form Template and Order Schedules)

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- the Controller or as otherwise permitted by the Contract;
and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or

DPS Schedule 6 (Order Form Template and Order Schedules)

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- (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
 9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
 10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
 11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
 12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

DPS Schedule 6 (Order Form Template and Order Schedules)

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13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2021

Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

DPS Schedule 6 (Order Form Template and Order Schedules)

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- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: dataprotection@dsit.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> ● Personal data will be names, email addresses from the learners. Some personal email addresses might be shared due to access.

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Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Order Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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Order Schedule 5

(Pricing Details)

Cost of each cohort is calculated at [REDACTED] to cover Milestone 1- 5 and Milestone 6-10 respectively.

7 Cohorts [REDACTED] each= [REDACTED]

One time payment for Milestone 6 (Optional)= [REDACTED]

Total Contract Value= £446,790.00

Milestone 6 Cost is an optional cost and should it be required will be a one-time payment.

“Provision for 1 year Extension- [REDACTED] Up to 4 cohorts- Subject to approvals”

Milestone/Deliverable	Description	Completion Trigger	Price (ex VAT)
1	Delivery of draft curriculum	deliver the first draft of the curriculum.	[REDACTED]
2	Curriculum signed off: detailed summary of the delivery model, syllabus, programme details and the learner journey including timetable for delivery.	GDS and SMEs sign off on the curriculum	[REDACTED]
3	Run cohort session	Delivery of the whole course content.	[REDACTED]
4	Mid point feedback from learners	Evaluating the course through learner feedback, either through a survey or during the course.	[REDACTED]
5	Graduate event	Event for learners to celebrate finishing the training.	[REDACTED]
6	Collate feedback and make changes to design	Evaluation completed and comments reviewed and actioned, signed off by GDS	[REDACTED]
7	Run cohort course	Delivery of the whole course content.	[REDACTED]
8	Mid point feedback from learners.	Evaluating the course through learner feedback, either through a survey or during the course.	[REDACTED]
9	Graduation event - second cohort	Event for learners to celebrate finishing the training.	[REDACTED]
10	Building a pipeline for Data Analysts to become Data Scientists		[REDACTED]
	Total Cost		[REDACTED]

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Milestone 1 Cost breakdown- Delivery of draft Curriculum

Milestone 1 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

NB: Decoded has already designed the draft curriculum, so would discount this cost [REDACTED]

Milestone 2- Curriculum signed off: detailed summary of the delivery model, syllabus, programme details and the learner journey including timetable for delivery.

Milestone 2 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

NB: Decoded has already designed the draft curriculum, so would discount this cost [REDACTED]

Milestone 3- Run Cohort Sessions

Milestone 3 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total		[REDACTED]

Milestone 4- Midpoint Feedback from Learners

Milestone 4 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total		[REDACTED]

Milestone 5- Graduate Events

Milestone 5 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total		[REDACTED]

Milestone 6- Collated feedback and make changes to design

Milestone 6 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]

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Total		[REDACTED]
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NB:The cost outlines the assumed maximum level of adjustments. If no adjustments required, no cost will be charged.

Milestone 7- Run Cohort course

Milestone 7 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total		[REDACTED]

Milestone 8- Midpoint feedback from learners

Milestone 8 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total		[REDACTED]

NB: Decoded has already designed the draft curriculum, so would discount the cost 100%

Milestone 9- Graduation Event- Second Cohort

Milestone 9 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total		[REDACTED]

Milestone 10- Building a pipeline for Data Analyst to become Data Scientists

Milestone 1 Cost Lines	Days	Cost
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total		[REDACTED]

NB: Decoded has already designed the draft curriculum so would discount this cost [REDACTED]

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Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

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- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Order Schedule 8 (Business Continuity and Disaster Recovery)

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

BCDR Plan

The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

the recovery of the Deliverables in the event of a Disaster

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The BCDR Plan shall be divided into three sections:

- Section 1 which shall set out general principles applicable to the BCDR Plan;
- Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
- Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

General Principles of the BCDR Plan (Section 1)

Section 1 of the BCDR Plan shall:

- set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- contain a risk analysis, including:
 - failure or disruption scenarios and assessments of likely frequency of occurrence;
 - identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
- a business impact analysis of different anticipated failures or disruptions;
- provide for documentation of processes, including business processes, and procedures;
- set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- identify the procedures for reverting to "normal service";

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set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

The BCDR Plan shall be designed so as to ensure that:

the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

the adverse impact of any Disaster is minimised as far as reasonably possible;

it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

it details a process for the management of disaster recovery testing.

The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

Business Continuity (Section 2)

The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

The Business Continuity Plan shall:

address the various possible levels of failures of or disruptions to the provision of Deliverables;

set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

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set out the circumstances in which the Business Continuity Plan is invoked.

Disaster Recovery (Section 3)

The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

- loss of access to the Buyer Premises;
- loss of utilities to the Buyer Premises;
- loss of the Supplier's helpdesk or CAFM system;
- loss of a Subcontractor;
- emergency notification and escalation process;
- contact lists;
- staff training and awareness;
- BCDR Plan testing;
- post implementation review process;
- any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- testing and management arrangements.

Review and changing the BCDR Plan

The Supplier shall review the BCDR Plan:

- on a regular basis and as a minimum once every six (6) Months;
- within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier

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shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

Testing the BCDR Plan

The Supplier shall test the BCDR Plan:

- regularly and in any event not less than once in every Contract Year;
- in the event of any major reconfiguration of the Deliverables
- at any time where the Buyer considers it necessary (acting in its sole discretion).

If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in

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respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

the outcome of the test;

any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

the Supplier's proposals for remedying any such failures.

Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 9 (Security)

Short Form Security Requirements

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>the occurrence of:</p> <p>any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;</p>

Complying with security requirements and updates to them

The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

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If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

Security Standards

The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

- is in accordance with the Law and this Contract;

- as a minimum demonstrates Good Industry Practice;

- meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

- where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

Security Management Plan**Introduction**

The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

Content of the Security Management Plan

The Security Management Plan shall:

- comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

- identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

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- detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

Development of the Security Management Plan

Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15)

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Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

Amendment of the Security Management Plan

The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

emerging changes in Good Industry Practice;

any change or proposed change to the Deliverables and/or associated processes;

where necessary in accordance with paragraph 2.2, any change to the Security Policy;

any new perceived or changed security threats; and

any reasonable change in requirements requested by the Buyer.

The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

suggested improvements to the effectiveness of the Security Management Plan;

updates to the risk assessments; and

suggested improvements in measuring the effectiveness of controls.

Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

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Security breach

Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- minimise the extent of actual or potential harm caused by any Breach of Security;

- remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

- prevent an equivalent breach in the future exploiting the same cause failure; and

- as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

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Order Schedule 10 (Exit Management)

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

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"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

Supplier must always be prepared for contract exit

The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

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During the Contract Period, the Supplier shall promptly:
create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

The Supplier shall:

ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

Assisting re-competition for Deliverables

The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information

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which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

Exit Plan

The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Exit Plan shall set out, as a minimum:

- a detailed description of both the transfer and cessation processes, including a timetable;
- how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- proposals for the disposal of any redundant Deliverables and materials;
- how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

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any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

maintain and update the Exit Plan (and risk management plan) no less frequently than:

every six (6) months throughout the Contract Period; and

no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

Termination Assistance

The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

the nature of the Termination Assistance required; and

the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

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no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

Termination Assistance Period

Throughout the Termination Assistance Period the Supplier shall:

continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

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If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

Obligations when the contract is terminated

The Supplier shall comply with all of its obligations contained in the Exit Plan.

Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

vacate any Buyer Premises;

remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

Assets, Sub-contracts and Software

Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

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(subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such

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other assistance as the Buyer reasonably requires to effect this novation or assignment.

The Buyer shall:

accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

the amounts shall be annualised and divided by 365 to reach a daily rate;

the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 14 (Service Levels)

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

	1
"Critical Service Level Failure"	2 has the meaning given to it in the Order Form;
"Service Level Failure"	3 means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	4 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	5 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

What happens if you don't meet the Service Levels

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

instruct the Supplier to comply with the Rectification Plan Process;

if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

Annex A to Part A: Services Levels Table

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
[Accurate and timely billing of Buyer	Accuracy /Timelines	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level

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				Performance Measure
Access to Buyer support	Availability	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

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Order Schedule 15 (Order Contract Management)**1. Definitions**

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- "Operational Board"** the board established in accordance with paragraph 2.1 of this Schedule;
- "Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board

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member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

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Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

1. Project Title

<i>AI Accelerator</i>

2. Introduction & Background

The Government Digital Services (GDS) is a business unit within DSIT. It leads the Government Digital and Data function on behalf of the Government.

To achieve GDS's Workforce and Capability Team's objective to "Grow our Digital and Data people," the department is launching an AI Accelerator programme to support filling AI roles across HMG. Our key result is to ensure 25% of vacancies in key AI roles are filled by AI accelerator participants by March 2025.

The AI Accelerator Programme targets learners transitioning from Data Scientist to Machine Learning Engineer (up to 7 cohorts). Phase 1 will start in Quarter 3 (between Dec-March) 2026, followed by Phase 2 and 3 that will start in Quarters 1 (March-June 2026) and 2 (between July-September 2026). Alternative contract timelines are being considered, focusing on stability and cost-effectiveness. A contract duration of two years is being considered, with the possibility of extension. A stop/go clause to be included in the contract after 2 cohorts of the AI Accelerator to review the milestones completed and decide whether to move forward (Milestone 10).

Indicative timeline

Phase 1 consists of a cohort with 25 learners and evaluation of this cohort. Post-evaluation, making relevant and necessary changes to the course.

Phase 2 consists of running the updated (if needed) course content with a new cohort of 25 learners.

Phase 3 consists of exploring other roles that could feed into the AI Accelerator pipeline (e.g software engineer and/or business analyst).

1. Scope of the Contract

DSIT on behalf of GDS is seeking to appoint a suitably qualified Specialist Professional Service (SPS) Provider to deliver accelerators in the digital and data space, specifically for a cross-government upskilling programme called the AI Accelerator. This includes training for Data Scientists to gain skills and work towards Machine Learning Engineering roles. Our immediate priority is to find a SPS Provider that offers flexibility in scope to adapt and expand roles as needed, as there is scope to expand the pipeline of roles.

The requirement is for highly specialised, market-leading providers who can deliver training to data scientists with prior experience working in Python or equivalent on data analysis or basic machine learning tasks for the AI Accelerator Programme.

The initial programme targets upskilling current mid-level data scientists with prior experience in Python for data analysis or basic machine learning tasks. The aim is to equip them with the capabilities and competencies to transition into Machine Learning Engineering roles.

Key AI roles are defined as those requiring technical AI skills, such as leveraging AI models to improve government services and building and testing machine learning models. These roles could be new, such as "AI/Machine Learning Engineer" or current AI-heavy roles, such as "Software Developer", "Data Scientist", and "Technical Architect". The AI Talent Accelerator programme will support practitioners focused on the operationalisation of machine learning applications: building data pipelines, deploying and monitoring them, and creating operational software around their use (e.g., tests and dashboards). Learners are assumed to have limited skills in product-ready data engineering, cloud deployment, and monitoring, details of which are outlined in the Learner profile section. It is proposed that learners may currently be Data Scientists under the Government Digital Careers Framework: <https://ddat-capability-framework.service.gov.uk/role/data-scientist>

2. Detailed Requirements

The programme would need to be short term (no more than 3 months) and learners (employees from across government departments) can attend no more than 2 days per week, to be able to continue their day job during this period. The learning can be online or in person or a blend of the two and should contain hackathons or ways to ensure that learners are working on real world issues (we can help provide real-world data or examples).

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Each cohort will be of 25 learners, cross government which means that the trainers will need to adapt to different levels due to the data maturity of different departments.

Functional Requirements

We want to place learners in highly practical learning environments, focusing on solving real-world problems and developing the skills and competencies required to achieve the target role: <https://ddat-capability-framework.service.gov.uk/role/machine-learning-engineer>

Learners will therefore be going from a Data Scientist role: <https://ddat-capability-framework.service.gov.uk/role/data-scientist> to a Machine Learning Engineer role: <https://ddat-capability-framework.service.gov.uk/role/machine-learning-engineer>

Interactive instructor-led sessions are important for learners to learn together and have an open way to ask questions. A “graduation” event for learners to present back any lessons learnt and findings from hackathon would be beneficial to the programme, this would be a celebration and marking of finishing the programme for learners.

Technical consideration:

- One issue we might come across is that different departments have different tech stacks, and it might be hard and long to get permission (and very department-dependent). So, the provider may need to provide a sandbox environment for participants on the AI accelerator to experiment with tools and processes.

Other skills/knowledge to include in curriculum development/design

- Experience of agile ways of working
- A good ability to explain technical concepts to non-technical stakeholders.
- A good understanding of bias in AI:
 - It's important to include in the curriculum a session or part of a session around the ethics of AI and the bias that AI is built on, as machine learning engineers, participants on the programme will need to be hyper aware about this to ensure that they can adjust accordingly and imbed as much diversity in thought and background in the products that they are deploying.
- Building a digital service/product as a team
 - Understanding of other roles in a data science team/product design team and how to work together.
- a good level of knowledge/ experience of the technicalities of working within Government

Mandatory Requirements

- Cyber Essentials Plus accreditation

The SPS Provider must hold and maintain Cyber Essential Plus certification. Cyber Essential Plus certification must be renewed annually by the SPS Provider for the duration of the Work Order.

- Vetting Requirements

The SPS Provider undertakes that all SPS Personnel will hold BPSS Security Clearance for the duration of the Work Order.

- Conflicts of interest

The SPS Provider shall complete the Conflict-of-Interest form and notify GDS any potential, actual or perceived conflicts of interest.

- Data Processing Agreement (DPA)

The Supplier and the Relevant Authority acknowledge and agree to sign data processing agreement directly between the Relevant Authority and the Supplier.

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1. **Milestones****KEY MILESTONES AND DELIVERABLES**

The following Contract milestones/deliverables shall apply (please note that these are preferred dates, suppliers to provide timeline in their proposal):

Milestone/Deliverable	Description	Completion Trigger	Timeframe or Delivery Date
1	Delivery of draft curriculum	Supplier to deliver the first draft of the curriculum.	08/12/2025
2	Curriculum signed off: detailed summary of the delivery model, syllabus, programme details, and the learner journey including timetable for delivery.	GDS and SMEs sign off on the curriculum.	19/12/2025
3	Run cohort session	Delivery of the whole course content.	start after 14/12/2025 until 31/03/2025
4	Midpoint feedback from learners	Evaluating the course through learner feedback, either through a survey or during the course.	26/01/2026
5	Graduate event	Event for learners to celebrate finishing the training.	31/03/2026
6	Collate feedback and make changes to design	Evaluation completed and comments reviewed and actioned, signed off by GDS	20/04/2026
7	Run cohort course	Delivery of the whole course content.	Q1 2026

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8	Midpoint feedback from learners.	Evaluating the course through learner feedback, either through a survey or during the course.	Q1 2026
9	Graduation event - second cohort	Event for learners to celebrate finishing the training.	Summer 2026
10	Building a pipeline for Data Analysts to become Data Scientists		Summer 2026

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Order Schedule 4 (Order Tender)

Delivery Methodology

[REDACTED]

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Civil Service AI Accelerator

Social Value Considerations

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Decoded maintains robust policies across areas of social value concern, relevant to this question, including, but not limited to: Responsible Procurement, Equality & Diversity, Environmental and Labour Standard Policies.

Below we have outlined where we can meet social value considerations as part of the wider impact of services delivered via this contract. We intend to deliver a programme that not only meets its immediate objectives but also provides a lasting positive social impact.

Economic

- Local Recruitment:** The programme staff are hired locally, and we are committed to hiring trainers, support staff, and other personnel from local talent pools wherever possible, ensuring we contribute directly to local employment. Decoded specifically hires talent across the UK to support employment opportunities as a remote first business, ensuring we support skilled jobs in a diverse set of communities. We can partner with you to ensure that employees hired locally have access to the programme and support your local recruitment efforts. In the past, we have offered complimentary Python taster sessions to prospective learners in the local community.
- Work Experience and Apprenticeship Opportunities:** Our programme is uniquely designed to accommodate a diverse range of learners, including more junior data scientists, mid-career professionals, and graduates. By embedding real-world projects and hackathons into the programme, participants gain hands-on experience transferable to their future roles. We deliver Apprenticeships including L3 Data Technician, L4 Data Analyst among others, and are committed to employees benefiting from these where possible. Our commercial training programmes align with our apprenticeship programmes, one of which, is the Data Analyst to Data Scientist for milestone 10, aligns to our apprenticeship standard. This would offer an alternative approach to allowing access to a wider and more diverse base of candidates within the civil service. Where appropriate, we also grant our own employees the opportunity to take part in the apprenticeships that we run for personal and professional development. We can also support the development of an employee mentoring network to support learners building their experience within the organisation.
- Local Investment:** Our organisational approach to procurement reinforces our focus on local investment and prioritises partnerships with suppliers who can demonstrate a positive impact on their local communities and support small

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or diverse business development. For engagements with previous clients, we have included gifting access to programmes as part of social good initiatives, including complimentary programme places to T-Level students from the local community. We also offer all employees two paid volunteer days per year to contribute their time and skills to the local community, including charitable causes, nonprofits, or community projects.

Social

- **Community Engagement:** We aim to include events which will build a community within the Civil Service, such as the graduation ceremony, to showcase the programme's achievements and foster wider engagement with stakeholders. These community-facing events can be broadened to include friends and family of the learners, if you feel a benefit from doing so. Additionally, hackathon challenges will be co-designed with you, and with a public-sector focus that resonates with local community needs, including themes such as developing AI systems for public service innovation. We encourage learners to form study groups internally at their organisations, as well as seek mentorship and also give mentorship. We encourage them to share their new skills & knowledge and reach out to internal teams that they could work with to support (and get support) on projects. A previous client engagement has included complimentary places to Ukrainian refugees within the local community, directly impacting their technical skill development and supporting their employment opportunities.
- **Fair Trade Supply Chain:** Our procurement policy outlines a supplier selection process which includes ethical sourcing as a key requirement, ensuring all goods and services meet or exceed fair trade and sustainability standards. This is particularly relevant to the procurement of programme resources such as cloud infrastructure and technical tools, which are sourced from vendors adhering to high ethical standards. As previously mentioned, this policy also gives weight to suppliers who can demonstrate adding value to their local community, small businesses and those with minority representation in their ownership structure. As a small, British headquartered, business with a female founder this is a value which is of high importance to us.
- **Supporting Local Heritage:** We can design specific hackathon projects focused on local heritage preservation, such as using AI to analyse historical data, digitise records, or create community-accessible tools. These projects would enable learners to provide community benefits while aligning with broader public sector priorities. In addition, learners will complete ethical AI modules, focusing on areas like responsible decision-making and bias mitigation – we can tailor these modules to the social value goals outlined in your question, including ethical responsibilities to the local community.

Employment

- **Flexible/Agile Working:** We will provide a largely virtual learning environment, with advised occasional in-person attendance. There will be one day each

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week with fixed hours, but these can begin at an offset time to support those with parenting/caregiving responsibilities or other early-morning commitments. The second day has more flexibility for when learners attend, we anticipate a project introduction session of joint attendance, then handing over control of learning to the learners. These accommodations should enable a diverse range of your employee population to participate, including those with caregiving responsibilities or those working part-time. If there are particular challenges you anticipate in your chosen population, we have an expert learning experience design team to support relevant programme adjustments. We maintain with our learning solutions teams, access to safeguarding support for learners and trained individuals to identify and SEND adaptability needs for learners. We can work with your enrolment strategy to ensure reasonable adjustments can be factored into delivery methods.

- Continuous Professional Development (CPD):** Our programme is designed to drive long-term employability by embedding CPD into every aspect of delivery. Tailored learning plans will help participants acquire skills aligned with career progression in AI and data professions. Dedicated support coaches will guide participants to ensure they remain engaged and supported throughout, and all learners will develop tangible project portfolios to showcase their abilities. In our solution design process, we can co-develop CPD strategies around your organisational capabilities, e.g., including senior mentors in the programme and building an employee-support network. Learner portfolios will serve as evidence of skills mastery, supporting participants' transitions into advanced roles and ensuring sustained employment opportunities. Learners will be coached through the experience of returning to formal learning environments, increasing their passion for learning and likelihood to engage in further learning throughout their career.
- Wellbeing Benefits:** We prioritise learner wellbeing through an engaging delivery approach, incorporating pastoral care and dedicated support to help learners thrive. The dedicated support coaches will play a key role, offering tailored guidance on academic challenges, emotional wellbeing, and personal development, ensuring learners feel confident and supported. Coaches are trained in educational guidance, goal setting, and providing additional resources. Instructors and coaches undergo training in mental health awareness, equality and diversity to create inclusive environments, ensuring learners from all backgrounds feel respected and empowered to succeed and those requiring additional support can be identified and supported.

Environmental

- Carbon Reduction:** Our Carbon Reduction Plan includes strategies such as reducing travel through remote learning options, encouraging energy-efficient travel for any in-person sessions, and using virtual meetings for planning and delivery. This programme would utilise predominantly virtual learning environments, meaning that travel will be minimal. We will assign London-based colleagues where feasible to any in-person training to reduce

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travel time and emissions. These measures align with Decoded's commitment to achieving Net Zero by 2050.

- **Utility Reduction:** A key way the programme will reduce utility use is by leveraging cloud-based technical environments, rather than full-time hardware-heavy setups. On demand rental of cloud-based technologies, used only when required, will significantly reduce energy consumption and contribute to lower utility usage for the programme.
- **Sustainability:** Our commitment to sustainability is documented in our policies across environmental, procurement processes and CSR. We ensure that sustainability is integrated across our business processes and objectives. Many of our skills programmes include project-based challenges which encourage learners to develop projects which have a positive impact on their organisations sustainability goals. For example, learners on a programme for another government department were supported to develop solar panel energy prediction tools, helping customers to understand their energy usage and potential improvements which can be achieved through solar panels. We continue these sustainability initiatives through our supplier selection process, ensuring we choose suppliers who share our environmental values and optimise resource use across all programme elements. Examples include minimising waste and unnecessary travel and employing digital solutions to reduce reliance on paper.

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SPECIAL TERM

Appendix 1

Stop/Go Review Process

1. Purpose

The purpose of this Stop/Go Review is to establish a formal review process upon the completion of Milestone [9] and prior to the commencement of services at Milestone [10].

This review will determine whether the Supplier should proceed to Milestone [10] based on

the criteria outlined below.

2. Review Process

2.1 Completion of Milestone [9]: Upon the completion of Milestone [9], the Supplier shall

submit a detailed report to the Authority, outlining the work completed, deliverables achieved, any issues encountered and learner feedback collected. The Client will also review

feedback from stakeholders in departments and involve subject matter experts.]

2.2 Review Meeting: Within 5 business days of receiving the Milestone [9] completion

report, [the Authority and Supplier] shall convene a review meeting to discuss [the report]

and assess the readiness to proceed to Milestone [10].

2.3 Evaluation Criteria: The decision to proceed to Milestone [10] shall be based on the

following criteria:

[1. Successful completion of all Milestones [1-9] deliverables;

2. [Positive learner feedback;

3. Government department stakeholders (HR and learner's line manager to give positive

feedback;

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4. Confirmation that the project remains within budget and on schedule;

5. Agreement by the Relevant Authority and the Supplier on any necessary adjustments to

the project for [Milestone 10] e.g. training course curriculum changes. For the avoidance of

doubt any changes to the Contract will be agreed in a Variation Order Form, in accordance

with the Change Control Note Procedure.]

3. Decision

3.1 Go Decision: If the Authority determines that the criteria for proceeding to Milestone

[10] have been met, the Authority shall issue a written "Go" decision, authorising the Supplier to commence services at Milestone [10].

3.2 Stop Decision: If the Authority determines that the criteria for proceeding to Milestone

[10] have not been met, subject always to the Authority providing evidence, the Authority

may by written notice terminate the project. The Supplier shall not commence services at

Milestone [10] and the project shall be considered terminated.

4. Documentation

All decisions made during the Stop/Go review process shall be documented in writing and

signed by authorised representatives of both the Authority and the Supplier.

Stop Decisions must be accompanied by evidence demonstrating the failure to meet the

criteria set out in paragraph 2.3. This evidence shall include, but is not limited to:

[4.1 the Authority will be required to demonstrate that:

4.1.1 Feedback from Stakeholders in GDS and other government department and/or

4.1.2 the Relevant Authority will be required to demonstrate that funding is no

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longer available, the Relevant Authority will be required to provide one of the following forms of evidence

4.1.3 A Letter/email from our Finance Business Partner stating withdrawal of funding and the impacts/reasons

5. Payments upon termination:

In the event the Contract, or any part thereof, is terminated in accordance with this Appendix

1 (Stop/Go review) the Relevant Authority shall not be responsible or liable to the Supplier

for any losses whatsoever caused by the termination of the Contract or any part thereof. For

the avoidance of doubt the Relevant Authority and the Supplier acknowledge and accept that

in the event the contract or any part thereof is terminated in accordance with Appendix 1 the

Supplier shall not be entitled to any compensation or breakage costs for early termination