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

**Order Form**

ORDER REFERENCE:

THE BUYER: **Foreign, Commonwealth & Development Office**

BUYER ADDRESS **King Charles Street, London, SW1A 2AH**

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS:1 New Street Square, London, EC4A 3HQ

REGISTRATION NUMBER:OC 303675

DPS SUPPLIER REGISTRATION SERVICE ID:

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated January 2024.

It’s issued under the DPS Contract with the reference number RM6126 for the provision of Research and Insights.

DPS FILTER CATEGORY(IES):

Not applicable

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126**
3. The following Schedules in equal order of precedence:

* Joint Schedules for **RM6126**
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)

* + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)
* Order Schedules for
  + Order Schedule 5 (Pricing Details)
  + Order Schedule 9 (Security) (Part A only)
  + Order Schedule 20 (Order Specification) ]

1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
3. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

1. The Call-Off-Schedule-9-Security Short Form Part A Security Requirements shall apply.
2. Supplier's scope and cost proposal submission is true and accurate to the best of its knowledge and is based on the accuracy of the information supplied by the Buyer and/or on its behalf. If the scope of Services, assumptions, dependencies, content of the ITT, and/or Buyer responsibilities prove to be inaccurate, the Parties will address this as a Variation.
3. Any project timeline is indicative and intended solely for planning purposes. Supplier shall only be accountable for failures to meet Service Levels and/or milestones where due to its act or omission.
4. The Deliverables are for Buyer’s exclusive use and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them. This does not affect the Buyer’s right to sub-licence any New IPR or Specially Written Software that may be supplied under the Call-Off Contract.
5. The Supplier may decline any aspect of the proposed scope and methods of a Buyer’s security and/or audit requirements on the basis that it:
   1. includes any technical vulnerability or penetration testing of the Supplier's system; and/or
   2. may potentially breach Supplier's client confidentiality obligations; and/or
   3. is outside the scope of services provided to the Buyer under the Call-Off Contract.
6. Supplier Existing IPR includes any enhancements and/or modifications developed in the course of providing the Services. Specially Written Software and New IPR shall not be created in a format which is suitable for publication by the Buyer as Open Source Software; and will not be based on Open Standards. The Buyer may not publish the same as Open Source Software.
7. Buyer will not require any Supplier Staff to enter into any direct confidentiality agreement(s). A Guarantee will not be required.
8. Any information relating to: personal information (CV’s, contact details etc.); pricing and details of Supplier’s cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 (“FOIA”). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.
9. Supplier may terminate the Call-Off Contract upon written notice to Buyer if the performance of any part of the Services would conflict with law, professional rules or Supplier’s independence. Supplier agrees to provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services and/or the project.
10. Any discounts rates offered are for this contract only and should not be considered by the FCDO to be a precedent/benchmark for any other tender or contract.

ORDER START DATE: 22January 2024

ORDER EXPIRY DATE: 21 July 2025

ORDER INITIAL PERIOD: 18 months

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)













REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract.

PAYMENT METHOD

BACS The Supplier will issue electronic invoices in arrears, according to the Payment Plan set out in Table 2 of the Commercial Pricing Submission : The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. All invoices must include a valid PO reference.

BUYER’S INVOICE ADDRESS:

  
  


BUYER’S AUTHORISED REPRESENTATIVE







**King Charles Street, London, SW1A 2AH**

SUPPLIER’S AUTHORISED REPRESENTATIVE







**1 New Street Square, London EC4A 3HQ**

SUPPLIER’S CONTRACT MANAGER







**1 New Street Square, London EC4A 3HQ**

PROGRESS REPORT FREQUENCY

**[Weekly:** To be submitted electronically to the Buyeron the first Working Day of each week. Unless otherwise agreed between the parties, there will be a pause in progress reporting following acceptance by the Buyer that Output 8 set out in Order Schedule 20 has been satisfactorily completed. Progress reporting will recommence at a date to be set out in the Final Workplan, aligned with commencement by the Supplier of work with respect to Output 9 set out in Order Schedule 20

PROGRESS MEETING FREQUENCY

**Weekly during the inception phase**. Meeting frequency during the implementation phase will be agreed between the parties during the inception phase.

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: | 30/01/2024 | Date: | 31/01/2024 |

**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

Specific activities and deliverables will be confirmed through the Final Workplan (Output 2).

|  |
| --- |
| **Background**  The below background is extracted from the Invitation to Tender (ITT) Volume 3 Statement of Service Requirements.  The Economic Deterrence Initiative (EDI) was announced by the British Government in 2023. The initiative includes funding for improvements to the implementation and enforcement of UK sanctions, among other things, over a period of two years.  Since April 2023, a series of EDI-funded projects have begun, that are building new systems and capability in government, primarily within the United Kingdom, to support and deliver an improvement in sanctions implementation and compliance. EDI funding is available for HMG-managed projects until March 2025. The expectation is that any projects or activity continuing after that date will be mainstreamed onto the lead governmental department’s baseline.  The principal goal of the EDI portfolio is to increase the effectiveness and deterrent effect of UK sanctions, by ensuring that those who need to comply with UK sanctions have the awareness and information they need to do so; driving up compliance while removing unnecessary barriers to legitimate business. |
| **Objectives**  As stated in Invitation to Tender (ITT) Volume 3 Statement of Service Requirements, the primary objectives of this project are to:   * measure and record any changes in perceptions of the implementation of UK sanctions among those in private sector and non-governmental organisations based in the UK that are most affected by sanctions, between the start of the project and March 2025 (subject to confirmation of second survey date in the Final Workplan); and * report on any changes in perceptions of the implementation of UK sanctions, to enable the Buyer to assess the success of the Economic Deterrence Initiative in achieving its stated goal. |
| **Scope**  The Scope of this Contract is as follows:   * The requirement is to conduct two surveys to better understand perceptions of UK sanctions among the British private sector and non-governmental organisations most affected by sanctions. * The first survey will obtain a baseline measure of views. A second survey is expected to take place at the end of March 2025, to compare and record any changes against the baseline perceptions. * The exact dates of each survey will be agreed between the Parties and set out in the Final Workplan (Output 2). * The recipients of the first and second survey should be the same and will be agreed following completion of the mapping and scoping exercise (Output 4) and the sector engagement (Output 5), and the total number of recipient organisations of each survey should not exceed 3000. * The precise scope and scale of 1:1 engagement with survey recipients during the survey periods will be agreed between the parties following the completion of Output 5 (sector engagement) and prior to the commencement of each survey (Output 7 and Output 10) * The supplier is required to deliver one written report following each survey (two written reports in total), presenting the findings of the surveys, with analysis and recommendations. The timeframe for delivering the written reports will be agreed between the Parties and set out in the Final Workplan, but shall not be less than 4 weeks. * The supplier will work with stakeholders from sanctions teams in HMG departments where relevant, and this stakeholder engagement will be coordinated by the Foreign, Commonwealth and Development Office in London.   The precise scope of the surveys will be informed through mapping and scoping exercises to be completed under Output 4, agreed between the parties, and consistent with the Supplier’s Approach.   * Mapping HMG outreach - A rapid mapping exercise of existing consultation and outreach work by HMG departments/agencies to private sector companies and non-government organisations in the UK on the implementation and enforcement of UK sanctions. This work should catalogue the scope of information captured and the range and number of organisations targeted. It will thereby inform the design of the surveys in this project, so that duplication is avoided. * Initial scoping baseline assessment – in parallel with the above mapping exercise, the Supplier will conduct an initial scoping baseline assessment, to determine the types of businesses and NGOs most affected by UK sanctions. The Supplier will propose a list of sectors to focus on, which will need to be agreed with the Buyer. The requirement is for the Supplier to recommend the number of organisations to be surveyed, including a good representation of SMEs, and to specify the expected response rate.   Subject to agreement between the Buyer and Supplier as to the scope, scale and detail of each survey, the Supplier should design surveys pursuant to Output 6 and Output 9 with the aim of generating data on British private sector and NGO perceptions of UK sanctions, which may include data on:   * Private sector confidence in their knowledge and understanding of UK sanctions; * Private sector capabilities (including internal compliance systems) and motivations to comply with UK sanctions; * Private sector user experience of accessing and using UK Government sanctions guidance, licence applications; * Private sector experience of fulfilling their reporting obligations (eg reporting on frozen assets or sanctions breaches); and * Private sector experience of providing information to Government where they have concerns about suspicious activity.   The Services under this Contract will be delivered in the United Kingdom, and the parties recognise and agree that the ‘Fixed Contract Price’ set out in the Commercial Pricing Submission (see Order Schedule 5) is limited to work conducted in the United Kingdom. Any in-person engagement to be conducted outside of the Greater London area must be agreed between the parties in advance.  Any additional work that is outside the agreed scope must be agreed between the parties, and will incur additional fees over and above the ‘Fixed Contract Price’ set out in the Commercial Pricing Submission (see Order Schedule 5). |
| **Outputs/deliverables**  The Outputs, as set out in Invitation to Tender (ITT) Volume 3 Statement of Service Requirements, are as follows:   |  |  |  | | --- | --- | --- | | Output 1:  Draft workplan | Inception | Submit a draft version of the workplan incorporating the outputs and payment milestones. | | Output 2:  Final workplan | Inception | Deliver the final workplan and payment milestones, as agreed with the Buyer. | | Output 3:  Recruitment | Inception | Complete the appointment of all key personnel and members of the core team. | | Output 4:  Mapping & scoping | Inception | Propose, discuss and agree with the Buyer on the mapping exercise and the initial scoping baseline assessment. | | Output 5:  Sector engagement | Implementation | Initiate and conduct a small number of early discussions with key sectors to provide qualitative insights and help shape the survey in order to obtain the fullest and most representative engagement. | | Output 6:  Survey design | Implementation | Design a logical method for the effective survey of views among private sector and non-government representatives, to obtain the data identified. | | Output 7:  Conduct first survey | Implementation | Interview survey respondents, as per the project specification. | | Output 8:  First report | Implementation | Deliver the first written report following completion of the survey. | | Output 9:  Second survey design | Implementation | Design a logical method for an effective second survey of views among private sector and non-government representatives, to obtain the data identified. | | Output 10:  Conduct first survey | Implementation | Interview survey respondents, as per the project specification. | | Output 11:  First report | Implementation | Deliver the first written report following completion of the survey. | | Output 12:  Project Completion | Exit | Deliver the project completion report, as per above specification |   Specific deliverables, KPIs and milestones linked to each output and the timeframes for completion of each output will be agreed with the FCDO and set out in the Final Workplan (see Output 2, above).  Additional outputs and deliverables must be agreed between the parties, and will incur additional fees over and above the ‘Fixed Contract Price’ set out in the Commercial Pricing Submission (see Order Schedule 5). |
| **Approach**  The Approach the Supplier will take to deliver the Outputs within the Scope is set out in the Supplier’s response to technical criteria 2.1 (Implementation & Delivery), and is attached to this Order Schedule 20. |
| **Recipients and beneficiaries**  The Supplier is only entering into a legal relationship under this Contract with the Buyer (Foreign Commonwealth and Development Office). The Buyer will be the only recipient of the services.  **Please note**: At no stage will the Supplier be required to enter into any contractual or business relationship with any survey participant. |
| **Key dates**  Key dates for commencement and completion of each Output, Phase, and for the Project will be agreed between the parties and set out in the Final Workplan (Output 2). |
| **Fees and Payment**    Payment will be directly linked to the delivery of the agreed Outputs, with payments made to the Supplier according to the payment schedule set out in the Commercial Pricing Submission (see Order Schedule 5). |
| **Contract management** |
| **Project governance**  All project planning, monitoring, reporting, risk management, and meeting requirements will be agreed between the parties during the inception phase and documented. |