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

**Schedules)**

**[To Note: all sections highlighted in grey shall be completed following contract award]**

**Order Form**

|  |  |
| --- | --- |
| ORDER REFERENCE: | CCTS22A68 |
| THE BUYER: | Geospatial Commission an expert committee currently part of the Cabinet Office. The rights and liabilities of the Cabinet Office under this contract are expected in due course be transferred to the Secretary of State for Science Innovation and Technology by an Order in Council (secondary legislation) under section 2 of the Ministers of the Crown Act 1975 |
| BUYER ADDRESS | Floor 6, 10 South Colonnade Canary Wharf, London, E14 4PU |
| THE SUPPLIER: | Airbus Defence and Space Ltd |
| SUPPLIER ADDRESS: | Airbus Defence and Space Ltd, Gunnels Wood Road, Stevenage, Hertfordshire SG1 2AS |
| REGISTRATION NUMBER: | Company registration number: 2449259 |
| DUNS NUMBER: | 50-470-3547 |

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

**APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated 30th March 2023

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

**DPS FILTER CATEGORY:**

Not applicable

**ORDER INCORPORATED TERMS**

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6235
3. DPS Special Terms

1. The following Schedules in equal order of precedence:

* + Joint Schedules for RM6235
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information) [to be completed post contract award based on information provided by the supplier]
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)

* + Order Schedules for CCTS22A68
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing)
    - Order Schedule 6 (ICT Services)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 13 (Implementation Plan and Testing)
    - Order Schedule 14 (Service Levels)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 16 (Benchmarking)
    - Order Schedule 18 (Background Checks)
    - Order Schedule 20 (Order Specification)

1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) RM6235
3. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

**ORDER SPECIAL TERMS**

The following Special Terms are incorporated into this Order Contract:

**Special Term 1**

A definition of “EO Data Access Services” shall be added to Joint Schedule 1 (Definitions) as follows:

“has the meaning given to it in Order Schedule 20 (Specification)”

**Special Term 2**

A definition of“EO Data Products” shall be added to Joint Schedule 1 (Definitions) as follows:

“has the meaning given to it in Order Schedule 20 (Specification)”

**Special Term 3**

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

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

**Special Term 5**

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

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

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

but shall not include:

c) the Supplier’s Existing IPR;

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

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

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

**Special Term 5**

A definition of “Provision 1” shall be added to Joint Schedule 1 (Definitions) as follows:

“has the meaning given to it in Order Schedule 20 (Specification)”

**Special Term 6**

A definition of “Provision 2” shall be added to Joint Schedule 1 (Definitions) as follows:

“has the meaning given to it in Order Schedule 20 (Specification)”

**Special Term 7**

A definition of “User” shall be added to Joint Schedule 1 (Definitions) as follows:

“each public sector entity listed in Order Special Schedule A to this Order Form. Order Special Schedule A may comprise up to 35 Users. The Buyer may amend the list of Users in Order Special Schedule A during the Contract Period by providing the Supplier with an updated version of Order Special Schedule A in writing.”

**Special Term 8**

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

9.1 Each Party keeps ownership of its own Existing IPRs and the Supplier shall keep ownership of any IPR in the EO Data Products and the EO Data Access Services. The Supplier shall grant to the Buyer a licence to use and adapt any IPR in the EO Data Products and EO Data Access Services on the following basis:

* + 1. in the case of Provision 1 as if the terms set out in paragraph 2 of the End User Licence Agreement set out in Order Special Schedule B to this Order Form apply to the Buyer mutatis mutandis; and

9.1.2 in the case of Provision 2 as if the Supplier’s own licensing terms apply to the Buyer mutatis mutandis,

in both cases to enable it to both (i) receive and use the Deliverables and (ii) make use of the deliverables provided by a Replacement Supplier.

**Special Term 9**

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

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

3.4.1 an End User Licence Agreement with each User substantially in the relevant form set out in Order Special Schedule B to this Call Off Order Form; and

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

**Special Term 10**

Clause 4 of the Core Terms shall be amended by adding a new Clause 4.12 as follows:

“The Supplier shall invoice the Buyer for the Charges in the Order Form no later than 24 March 2023.”

**Special Term 11**

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

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

**Special Term 12**

12.1 Data Usage Limits The Geospatial Commission will provide a list of the subset of Users for Provision 2 at the start of this Order Contract, which list may be amended with agreement of the Supplier such agreement not to be unreasonably withheld. Airbus will assist the Geospatial Commission with monitoring of usage and downloads as part of the agreed monthly reporting.

12.1.1 One Atlas - Individual scenes The Supplier has granted the Geospatial Commission as the Relevant Authority 105 licences for the One Atlas web service, which licences cover access to archive imagery of the Supplier in respect of Provision 1 and Provision 2.

12.1.2 One Atlas Streaming – Provision 2 Users Provision 2 Users will have ‘all you can eat’ streaming capability, geo-fenced to the UK for the term of the “EO Data Pilot” (“One Atlas Streaming Account”). “All you can eat” streaming does not extend to API streaming uses and so the One Atlas service cannot be connected to external services. “All you can eat” streaming capabilityis **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

This cap is subject to fair usage. The parties will discuss usage on a monthly basis as part of reporting. Fair usage excludes the use of computer-to-computer image streaming and harvesting.

12.1.3 One Atlas Download - Provision 2 Users Provision 2 Users will also have access to a One Atlas instance with download capability (“One Atlas Download Account”). This One Atlas Download Account will be accessed via a separate log-in to the One Atlas Streaming Account. The One Atlas Download Account will be

**REDACTED TEXT under FOIA Section 43 Commercial Interests**.

12.2 Mosaic Basemap The Supplier will provide the Geospatial Commission with the custom SPOT basemap (“SPOT Basemap”) as a streaming URL, with a download mechanism via the Google Cloud Platform, or OneAtlas. This SPOT Basemap will cover the whole of the UK. The download and streaming of this SPOT Basemap will not be included in the One Atlas Account limits specified in Special Terms 12.1 above. Users will be able to download the entire SPOT Basemap, which can then be shared across the organisation. This will allow Users to have a copy of the entire UK thereby reducing the need to download individual scenes. The SPOT Basemap streaming and download provision is summarised in Order Schedule 4, 5.1 and 5.2.

**ORDER START DATE:**  30 March 2023

**ORDER EXPIRY DATE:** 30 March 2024

**ORDER INITIAL PERIOD:** 12 months

**ORDER OPTIONAL**

**EXTENSION PERIOD:** 3 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 **REDACTED TEXT under FOIA Section 43 Commercial Interests**

**ORDER CHARGES**

The total Contract Value including all extensions is **£699,931.20 Ex VAT**

**Provision 1**

The Charge for both the mandatory and optional Provision 1 EO Data Products and EO Data Access Services

shall be a fixed price of **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

**Provision 2**

The Charges for both the mandatory and optional Provision 2 EO Data Product and Provision 2 EO Data Access Services within the P2 EO Data Catalogue shall be a fixed price of **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

Further details will be within Order Schedule 5 Pricing.

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

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

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

**BUYER’S INVOICE ADDRESS:**

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**BUYER’S AUTHORISED REPRESENTATIVES**

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**BUYER’S ENVIRONMENTAL POLICY**

Cabinet Office Environmental Policy Statement, 26 October 2017, Available online at: <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement>

**BUYER’S SECURITY POLICY**

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

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**SUPPLIER’S CONTRACT MANAGER**

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**TRANSPARENCY REPORTS**

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

**KEY STAFF**

**REDACTED TEXT under FOIA Section 40, Personal Information**.**KEY SUBCONTRACTOR**

Airbus DS Geo SA

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**E-AUCTIONS**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

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

**SERVICE CREDITS**

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

The Service Credit Cap is: **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

A Critical Service Level Failure is: NOT USED

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

N/A

**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: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Date: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Date: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |

**Order Special Schedule A**

**Users**

**Provision 1 Participants**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

**Provision 2 Participants**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

**Order Special Schedule B**

[insert End User Licence Terms]

**Order Special Schedule C**

[zip folder shapefiles for Provision 2 Areas of Interest to be provided by Buyer to Supplier]