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

ORDER REFERENCE: PS24298 - Al Compute Demand and Supply Model

THE BUYER: Department for Science, Innovation & Technology (DSIT)

BUYER ADDRESS 22-26 Whitehall Place, London, SW1A 2EG

THE SUPPLIER: McKinsey & Company, Inc. United Kingdom

SUPPLIER ADDRESS: The Post Building, 100 Museum Street, London, WC1A 1PB

REGISTRATION NUMBER: FC012665

DUNS NUMBER: N/A

DPS SUPPLIER REGISTRATION SERVICE ID: N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 05th February 2025.

It's issued under the DPS Contract with the reference number RM6200 Artificial Intelligence (AI) for the provision of PS24298 - AI Compute Demand and Supply Model.

DPS FILTER CATEGORY(IES):

- Al Applications
- Data and Analytics

DPS Ref: RM6200 Artificial Intelligence

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. DPS Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6200
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Order Schedules for PS24298
 - Order Schedule 2 (Staff Transfer)
 - o Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - o Order Schedule 9 (Security) PART A
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
- 5. CCS Core Terms (DPS version) v1.0.3
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6200
- 7. 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:

ORDER START DATE: Wednesday, 05th February 2025

ORDER EXPIRY DATE: Monday, 31st March 2025

ORDER INITIAL PERIOD: 2 Months

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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 Year 1 Charges used to calculate liability in the first Contract Year is £204,000.00 excluding VAT.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

The Total Contract Value will not exceed £204,000.00 excluding VAT. The Call-Off Contract Charges are on a fixed price basis excluding VAT (inclusive of all expenses)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

Specific Change in Law

REIMBURSABLE EXPENSES

The Supplier's Charges includes expenses

PAYMENT METHOD

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment, please contact our accounts payable section either by email to ap@uksbs.co.uk or by telephone 01793-867204 between 09:00 and 17:00 Monday to Friday.

Invoices payable upon receipt of invoice and Purchase Order. Payment shall be made on Acceptance of the deliverables.

BUYER'S INVOICE ADDRESS:

Invoices to be sent to email: ap@uksbs.co.uk

BUYER'S AUTHORISED REPRESENTATIVE

DPS Ref: RM6200 Artificial Intelligence

BUYER'S SECURITY POLICY

https://www.gov.uk/government/publications/security-policy-framework

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

Once a week

PROGRESS MEETING FREQUENCY

Once a fortnight, with specific date and time to be agreed

KEY STAFF

KEY SUBCONTRACTOR(S) Not applicable

E-AUCTIONS Not applicable

COMMERCIALLY SENSITIVE INFORMATION See details in DPS-Joint-Schedule 4

STAFF TRANSFER

See details in Order Schedule 2 (Staff Transfer)

The Parties acknowledge and agree TUPE does not apply to the Services and that the Supplier has not costed the same (including, but not limited to, any costing of assuming pension liabilities) into its Charges or assessed the implications of TUPE on the timing of the Services' delivery

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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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)

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