

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

## Order Form

ORDER REFERENCE: PROC 470-2022

THE BUYER: Competition and Markets Authority

BUYER ADDRESS 25 Cabot Square, London, E14 4QZ

THE SUPPLIER: Behavioural Insights Limited

SUPPLIER ADDRESS: 58 Victoria Embankment  
London  
England  
EC4Y 0DS

REGISTRATION NUMBER: 08567792

DUNS NUMBER: 21-947-2759

DPS SUPPLIER REGISTRATION SERVICE ID: DPS153145

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 20/01/23.

It's issued under the DPS Contract with the reference number **RM6126** for the provision of **Online Choice Architecture Prevalence Research**.

## 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 11 (Processing Data)
  - Order Schedules for **RM6126**
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 9 (Security)
4. CCS Core Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility)
6. 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

ORDER START DATE: **23 January 2023**

ORDER EXPIRY DATE: **22 June 2023**

ORDER INITIAL PERIOD: 0 Years , 5 Months

## DELIVERABLES

### ***Phase 1 (1 month)***

- **List of OCA practice uses and retailers** (completed within 2 weeks of contract start)
  - These lists will specify the OCA practices that the research will collect information about, and the retail websites and apps that the research will include in the sample.
  - These lists should build on the Supplier's written bid submission and presentation. The Supplier should plan to discuss the lists in a Teams call/meeting with the CMA.
  - These lists will not be published publicly.
- **Methodology document** (completed within 4 weeks of contract start)
  - The methodology document (Word, PowerPoint or PDF) should be a detailed research protocol that specifies: the practice uses and sectors in scope; how practice uses will practically be identified on target websites (including how

this identification strategy might vary between sectors); how the methodology will be used across multiple researchers; how the data collected will be quality assured; what data will be collected; and other topics as appropriate.

- The contents of the methodology document should contain sufficient information to facilitate a third party to replicate the research.
- The Supplier should plan for the CMA to review the methodology document once before finalising to ensure the methodology aligns with the research objectives. This will also form a “stop/go” point for the project.

***Phase 2 (~4 months) – conditional upon satisfactory delivery of phase 1***

- **Final report** (completed by contract end)
  - The final report (Word, PowerPoint or PDF) should summarise the findings from the project, including: background to the research; aspects of the methodology supplementary to the Phase 1 methodology document if required; results, including statistical and qualitative analysis of how OCA practices are used across the UK retail sector; and learnings from implementation.
  - The final report will be published publicly following project completion, subject to legal and performance considerations by the CMA (see below).
  - The Supplier should plan for the CMA to review the document twice before finalising to ensure the CMA can provide sufficient input into the analysis.
- **Raw data** (completed by contract end)
  - The Supplier will share all raw data and information captured during the project with the CMA, including screenshots (static or video), manually recorded data, audit trails, underlying website code, and any other data or information captured.
  - This data will be published publicly, subject to legal and performance considerations (see below).
  - The Supplier should plan for the CMA to review the raw data before finalising to ensure the CMA can provide sufficient input.

***Project management (throughout)***

- Regular project management updates (e.g. fortnightly written update plus meeting)

***Publication of outputs***

Outputs can either be published by the CMA under the CMA’s name and branding, or by the Supplier on behalf of the CMA. In either case, the outputs will be published in connection with the CMA. The Supplier must therefore draft and present outputs in a manner that meets the CMA’s legal obligations within its regulatory remit, and the CMA will therefore have final discretion over whether each output can be published.

To maximise the likelihood that all outputs can be published:

- The CMA will provide close oversight and input throughout the project to ensure alignment with relevant legal obligations and the research objectives.
- The Supplier should ensure the content and presentation of the outputs focus on quantitative and qualitative analysis of practice uses as they are used on retail websites and apps, while avoiding any explicit assessment of the legality, or the potential harm caused by, practices.
- The Supplier should incorporate appropriate and timely opportunities in their project plan for the CMA to provide input into the research approach and draft outputs on how they can best meet relevant legal obligations.

## 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 **£233,086**

## ORDER CHARGES

### 5. Price Information

Table 7. Summary of Price Information (for sample size of 800 retailers)

Deliverable	Research into the prevalence of specific Online Choice Architecture	
1. Phase 1	List of OCA practice uses and retailers Methodology document Project management	
2. Phase 2	Final report Raw data Project management	
(Total Cost) FIRM PRICE		£233,086

*All prices are exclusive of Value Added Tax.*

## REIMBURSABLE EXPENSES

None

## PAYMENT METHOD

- The frequency of invoicing is monthly in arrears via BACS
- All supplier invoice to include breakdown of services and period being charge and have a vailed CMA PO included.

## BUYER'S INVOICE ADDRESS:

Accounts Payable

[invoices@cma.gov.uk](mailto:invoices@cma.gov.uk)

## BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]

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**BUYER'S ENVIRONMENTAL POLICY**

Not applicable

**BUYER'S SECURITY POLICY**

Not applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

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

**SUPPLIER'S CONTRACT MANAGER**

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

**PROGRESS REPORT FREQUENCY**

Every two weeks

**PROGRESS MEETING FREQUENCY**

Every two weeks

**KEY STAFF**

[REDACTED]  
[REDACTED]  
[REDACTED]

**KEY SUBCONTRACTOR(S)**

Not applicable

**E-AUCTIONS**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

Item(s)	Duration of Confidentiality
Contract Pricing	Always

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

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Not applicable

**GUARANTEE**  
Not applicable

**SOCIAL VALUE COMMITMENT**  
Not applicable

