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

**Order Form**

ORDER REFERENCE: 704409450

THE BUYER: Army Learning and Development

BUYER ADDRESS Army HQ, Blenheim Building, Marlborough Lines, Andover, SP11 8HJ

THE SUPPLIER: University of Reading and Business school of Henley

SUPPLIER ADDRESS:Whiteknights, PO Box 217, Reading, Berkshire, RG66AH

REGISTRATION NUMBER:RC000665

DUNS NUMBER: 226434843

DPS SUPPLIER REGISTRATION SERVICE ID: SQ-CSCA6CS

**APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables Army Higher Education Pathway 2 and dated 09 Dec 2022.

It is issued under the DPS Contract with the reference number RM6219 for the Provision of Army Higher Education Pathway 2.

**DPS FILTER CATEGORY(IES):**

Bespoke Training, Leadership and Management
Specialist Training & Design and Delivery
E-Learning- Virtual
Delegate mix- Closed (employer organisation only)
Storage and Processing- UK

**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. DPS Special Terms.
4. 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 5 (Corporate Social Responsibility)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties) – **Not applicable**
	+ Joint Schedule 8 (Guarantee) – **Not applicable**
	+ Joint Schedule 9 (Minimum Standards of Reliability) - **Not applicable**
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
* **Order Schedules for 704409450**
	+ Order Schedule 1 (Transparency Reports)
	+ Order Schedule 2 (Staff Transfer)
	+ Order Schedule 3 (Continuous Improvement)
	+ Order Schedule 4 (Order Tender)
	+ Order Schedule 5 (Pricing details)
	+ Order Schedule 6 (ICT Services) - **Not applicable**
	+ Order Schedule 7 (Key Supplier Staff)
	+ Order schedule 8 (Business continuity and Disaster recovery)
	+ Order Schedule 9 (Security) - **Not applicable**
	+ Order Schedule 10 (Exit Management)
	+ Order Schedule 11 (Installation Works) - **Not applicable**
	+ Order Schedule 12 (Clustering) - **Not applicable**
	+ Order Schedule 13 (Implementation Plan and Testing) - **Not applicable**
	+ Order Schedule 14 (Service Levels)
	+ Order Schedule 15 (Order Contract Management)
	+ Order Schedule 16 (Benchmarking) - **Not applicable**
	+ Order Schedule 17 (MOD Terms)
	+ Order Schedule 18 (Background Checks) - **Not applicable**
	+ Order Schedule 19 (Scottish Law) - **Not applicable**
	+ Order Schedule 20 (Order Specification) - **Not applicable**
	+ Order Schedule 21 (Northern Ireland Law) - **Not applicable**
	+ Order Schedule 22 (Lease Terms) - **Not applicable**
	+ Order Schedule 23 (HMRC Terms) - **Not applicable**
1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6219**

**Other documents that form part of this contract are:**

* Annex A to order form: Statement of Requirement
* Annex B to order form: Key performance indicators
* Annex C to order form: PDAL
* Annex D to order form: Pricing Matrix

**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:** IPR TERMS: Core Term for IPR (9) replaced with the below:

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, transferable worldwide licence to use, the Supplier’s Existing IPR to enable it to receive and use the Deliverables to such extent as is necessary to the Buyer receiving the full benefit of the Service.

9.2 Any New IPR created under a Contract is owned by the Supplier. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, transferable worldwide licence to use New IPRs for the purpose of receiving and using the Deliverables to such extent as is necessary to the Buyer receiving the full benefit of the Service.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

* **Special term 2**: Clause 16 for FOI replaced from 48hours to 72 hours’ notice.

**ORDER START DATE:** 01 January 2023

**ORDER EXPIRY DATE:** 5th September 2032 with 2 x 1 year options to extend until 5th September 2033 and 5th September 2034

**ORDER INITIAL PERIOD:** 9.8 years

**DELIVERABLES**

The deliverables for this contract can be found within the Statement of Requirement (Annex A to this order form) and the Key Performance Indicators (Annex B to this order form).

**MAXIMUM LIABILITY**

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

Liability for this contract will not exceed £5M. Insurances should be in place ahead of contract award.

**ORDER CHARGES**

Charges and Pricing can be found in Schedule 5 (pricing) and annex C to this order form (Pricing Matrix). A VOP (variation of price) clause that has been added after year 3 of the contract which is detailed within schedule 5.

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment is to be made on CP&F via invoicing on EXOSTAR and the customer receipting on CP&F. All invoices are to be paid within 30 days unless a formal dispute is made. More detail of this can be found in Schedule 5.

**BUYER’S INVOICE ADDRESS:**

Elizabeth Scarfield

Army HQ

Blenheim Building

Marlborough Lines

Andover

SP11 8HJ

**BUYER’S AUTHORISED REPRESENTATIVE**

Elizabeth Scarfield

Army Stratcen-Comrcl-CM2

[REDACTED]

BUYER’S ENVIRONMENTAL POLICY

MOD Sustainability and climate change model. 30th March 2021 [available online at: [Sustainability and Climate Change: MOD - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/sustainable-development-mod)

*Please note that MODs environmental policy is always changing. Any significant changes will be notified to the supplier from the authorities commercial officer.*

**BUYER’S SECURITY POLICY**

The Buyers security policy can be found online, but for this specific contract, it can be found within Annex A, the statement of requirement.

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

Robert Van De Noort

Vice Chancellor

[REDACTED]

Whiteknights, Reading RG6 6AH

Richard Messer

University Secretary and Chief Strategy Officer

[REDACTED]

Whiteknights, Reading RG6 6AH

**SUPPLIER’S CONTRACT MANAGER**

Karis Burton

Head of Corporate Development

[REDACTED]

 Greenlands, Henley-upon-Thames RG9 3AU

**PROGRESS REPORT FREQUENCY**

A ‘dashboard’ that provides real time or near real time data and reporting for programme strategic governance and allows managers of learners to view individual progress and comparison data will need to be developed as part of this contract however, MIS should be used whilst this is being developed to ensure updates on data. There should be reporting on the social value KPI by the supplier. More details on this can be found within Annex A- the statement of requirement.

**PROGRESS MEETING FREQUENCY**

Progress meetings will be held on a monthly basis as a minimum, in the initial stage of the contract there may be more progress meetings required. KPIs will be discussed and monitored via the monthly meetings.

**KEY STAFF**

As per Order Schedule 7.

**KEY SUBCONTRACTOR(S)**

CDS support limited will be a subcontractor for this requirement.

**E-AUCTIONS**

E-auctions are not permitted for this contract

**COMMERCIALLY SENSITIVE INFORMATION**

Pricing breakdown is to remain commercially sensitive

**SERVICE CREDITS**

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

More details of this can be found within Annex B to this order form- KPIs

**ADDITIONAL INSURANCES**

In total £5M worth of insurances is required, detail can be found in Joint schedule 3.

**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 highlighted within KPI 5 and within the tender documentation.

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | REDACTED | Signature: | REDACTED |
| Name: | Robert Van de Noort | Name: | Kate Peploe |
| Role: | Vice-Chancellor | Role: | Army Comrcl Define & Procure AH |
| Date: | 16 December 2022 | Date: | 16.12.22 |

***Electronic signature is allowed for the purpose of this contract; however, it must be emailed from the individual who signed.***