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

**Order Form**

ORDER REFERENCE: **CCZP23A09**

THE BUYER: The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland

BUYER ADDRESS: **Redacted under FOIA section 40, Personal Information**

THE SUPPLIER: CDS Support Limited

SUPPLIER ADDRESS: **Redacted under FOIA section 40, Personal Information**

REGISTRATION NUMBER:10459658

DUNS NUMBER: 222180079

DPS SUPPLIER REGISTRATION SERVICE ID:SQ-S36ZWP4

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 1st May 2024.

It’s issued under the DPS Contract with the reference number RM6219 for the provision of The Provision of Army Trainer Capability Accreditation 2.

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) **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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)
* Order Schedules for CCZP23A09
  + Order Schedule 1 (Transparency Reports)
  + Order Schedule 3 (Continuous Improvement)
  + Order Schedule 5 (Pricing Details)
  + Order Schedule 9 (Security)
  + Order Schedule 14 (Service Levels)
  + Order Schedule 15 (Order Contract Management)
  + Order Schedule 17 (MOD Terms)
  + Order Schedule 20 (Order Specification)

1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6219**

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

**Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or

b. that the Contractor or any part of the Contractor’s supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority’s written concerns, for the Authority’s consideration.

4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

Special Term 2 – Schedule 1

See “CCZP23A09 Special Term 2 – Schedule 1 Transfer Regulations”

ORDER START DATE: **1st May 2024**

ORDER EXPIRY DATE: **30th June 2025**

ORDER INITIAL PERIOD: **Core: 3 years**

**Core + option years: 3 + 1 + 1 years**

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 isREDACTED TEXT under FOIA Section 43 Commercial Interests.

ORDER CHARGES

Option B: See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Via Contract Purchasing and Finance (CP&F) and Exostar

BUYER’S INVOICE ADDRESS:

**Redacted under FOIA section 40, Personal Information**

BUYER’S AUTHORISED REPRESENTATIVE

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

JSP418 V1.0 December 2014, available online at: [Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual)

BUYER’S SECURITY POLICY

Gov Security Policy Framework V1.3 December 2022, available online at: <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER’S AUTHORISED REPRESENTATIVE

**Redacted under FOIA section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**Redacted under FOIA section 40, Personal Information**

PROGRESS REPORT FREQUENCY

Monthly reporting detailing the accreditation numbers on 30th day of the month

Yearly reporting detailing the accreditation numbers on 30th day of the month

PROGRESS MEETING FREQUENCY

Monthly meetings, in person at ATR Pirbright on 15th day of the month

Quarterly meetings, in person at ATR Pirbright on 15th day of the month

KEY STAFF

**Redacted under FOIA section 40, Personal Information**

KEY SUBCONTRACTOR

Made to Measure Mentoring Limited (M2M2) - Delivery partner responsible for accreditation of individuals.

**Redacted under FOIA section 40, Personal Information**

E-AUCTIONS

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

CDS Support Limited’s technical solution and commercials are confidential and commercially sensitive.

SERVICE CREDITS

Not applicable.

ADDITIONAL INSURANCES

Not applicable

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 in Order Schedule 4 (Order Tender)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **Redacted under FOIA section 40, Personal Information** | Signature: | **Redacted under FOIA section 40, Personal Information** |
| Name: | **Redacted under FOIA section 40, Personal Information** | Name: | **Redacted under FOIA section 40, Personal Information** |
| Role: | **Redacted under FOIA section 40, Personal Information** | Role: | **Redacted under FOIA section 40, Personal Information** |
| Date: |  | Date: |  |