

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: CCZZ23A35

THE BUYER: Crown Commercial Service

BUYER ADDRESS The Capital Building,
Old Hall Street,
Liverpool
L3 9PP

THE SUPPLIER: The Smart Cube Limited

SUPPLIER ADDRESS: No 1. Farriers Yard, 77 Fulham Palace Road
London
W6 8JA
England

REGISTRATION NUMBER: 04655800

DUNS NUMBER: 733823186

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 14th February 2024

It's issued under the DPS Contract with the reference number RM6126 Research & Insights for the provision of Market Insights Analysis & Support.

DPS FILTER CATEGORY(IES):

Filter selection

Competition, markets and mergers, Digital economy, Financial services, Regulated industries / markets / services, Supply chains, Climate change, Decarbonisation, emissions and net zero, Energy (renewables and fossil-based), AI (Artificial Intelligence) and automation, Cyber security, IT, Tech giants, Telecoms, Astronomy / space science, Automotive, Petrochemicals, Conjoint / discrete choice / MAXDIFF / stated preference / trade-off, Content analysis, Data mining, Financial analysis (incl. cost-benefit analysis, return on investment analysis), Framework analysis, Impact assessment, Multivariate analysis, Performance analysis, Risk analysis, Segmentation analysis, Risk modelling, Media monitoring, Sentiment analysis, Quantitative, Qualitative, Mixed method (qualitative and quantitative), European Union, England, Asia

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 Research and Insights DPS
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6126 Research & Insights DPS
 - 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)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for CCZZ23A35
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 20 (Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6126 Research & Insights
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

- Any delay in payment will be subject to interest at 10% p.a.
- Invoice disputes should be raised within 60 days from invoice submission date.
- Clause 4.9 and 4.10 of the DPS Core Terms shall not be applicable to this Order Form.
- Clause 6.2 (b) and (c) of the DPS Core Terms shall not be applicable to this Order Form.

- An audit under the DPS Core Terms or the Joint Schedule 11 (Processing Data) can be conducted by CCS only during the term of the Order on twenty (20) days prior notice. The auditor shall not be conducted by a competitor of the Supplier.
- Clause 1.2.4 of the DPS Joint Schedule 3 (Insurance Requirements) shall be modified to the effect that Insurances maintained under this Order shall be maintained for the term of the Order Form and one (1) year after the expiry of the term.
- Clause 1.3 and 7.2 of the DPS Joint Schedule 3 (Insurance Requirements) shall not be applicable to this Order Form.
- Clause 5.1 of the DPS Joint Schedule 3 (Insurance Requirements) shall be modified to state that the Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the duration of this contract and for a period of one year after the end date as per agreed coverages set out in Annexure to this schedule.
- The Annex of the DPS Joint Schedule 3 (Insurance Requirements) shall be modified as follows:

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:

- 1.1 professional indemnity/Errors or Omissions insurance [with cover (for a single event and in the annual aggregate) of not less than] one million pounds (£1,000,000);
- 1.2 public liability insurance [with cover (for a single event and in the annual aggregate)] of not less than one million pounds (£1,000,000); and
- 1.3 employers' liability insurance [with cover (for a single event and in the annual aggregate) of not less than] five million pounds (£5,000,000).

- Clause 9.1 of the DPS Core Terms shall be modified to state that the Supplier gives the Buyer a non-exclusive, non-perpetual, royalty-free, revocable, transferable worldwide licence solely to use the Supplier's Existing IPR in order to enable it to receive and use the Deliverables.
- Clause 11.6 and 14 of the DPS Core Terms shall not be applicable to this Order Form.
- Clause 31.3 (b) of the DPS Core Terms shall be modified to only state that Supplier shall indemnify the Buyer against any Income Tax, National Insurance and social security contributions.
- Clause 10.6.5 of the DPS Core Terms shall be modified to the effect that clause 15 survives the termination or expiry of the Order Form for a period of five (5) years.
- The Data Protection Liability Cap shall in no event exceed 200% of the Estimated Yearly Charges. The application of the Data Protection Liability Cap shall extend to the DPS Joint Schedule 11 (Processing Data) and Personal Data Breach. Any breach of the DPS Joint Schedule 11 (Processing

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Data) shall be governed by the Data Protection Liability Cap. Annex 2 of the DPS Joint Schedule 11 (Processing Data) shall not be applicable to this Order Form.

- The DPS Core Terms shall govern the DPS Joint Schedule 11 (Processing Data) and shall prevail over the DPS Joint Schedule 11 in case of conflict.

ORDER START DATE: 14th February 2024

ORDER EXPIRY DATE: 5th June 2024

ORDER INITIAL PERIOD: 3 months and 23 days

OPTION TO EXTEND: 3 months (Time only)

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 Charges used to calculate liability in the contract term is £85,000.00 excluding VAT.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

Payment can only be made following satisfactory delivery of the pre-agreed deliverables. A purchase order will be raised and shared with the Supplier. The purchase order number must be displayed on the invoice.

BUYER'S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40,
Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40,
Personal Information

BUYER'S ENVIRONMENTAL POLICY

Cabinet Office Environmental Policy Statement available online at:

<https://www.gov.uk/government/publications/cabinet-office-environmental-policy->

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

statement

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40,
Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40,
Personal Information

PROGRESS REPORT FREQUENCY

Progress reports to be provided on the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Virtual progress meetings on the first Working Day of each calendar month.

KEY STAFF

REDACTED TEXT under FOIA Section 40,
Personal Information

KEY SUBCONTRACTOR(S)

Not Applicable

E-AUCTIONS

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

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).

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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:			
Role:			
Date:			