

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

### Order Form

ORDER REFERENCE: **C22979**

THE BUYER: Home Office

BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: Kantar Public UK Limited

SUPPLIER ADDRESS: 4 Millbank, London SW1P 3JA

REGISTRATION NUMBER: 13663077

DUNS NUMBER: 228340905

DPS SUPPLIER REGISTRATION SERVICE ID: **228340905**

#### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **28 September 2022**.

It's issued under the DPS Contract with the reference number RM6126 for the provision of C22979 VSS.

DPS FILTER CATEGORY(IES):  
CCS RM6126 REF: 26718

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

### C22979 VSS

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## 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** DPS Contract reference number]
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6126**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Order Schedules for **C22979**
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 14\_01 (Service Levels)
    - Order Schedule 16 (Benchmarking)
    - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility) (**RM6126** DPS Contract reference number]

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.

## 6. ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

### 6.1 Special Term 1.

This Contract may be terminated for convenience by the Authority in any year during the Contract Term by notice in accordance with the clause below.

The Authority shall serve notice of termination for convenience on the Supplier at least one month prior to the date either:

- (a) *At each fiscal year end (31<sup>st</sup> March) from the contract start date of 2<sup>nd</sup> March 2023*
  - (i) *Initial term end March 2023*
  - (ii) *Second term 1 April 2023 to 31 March 2024*
  - (iii) *Third term 1 April 2024 to 16 May 2025*

and this Contract shall terminate on the relevant anniversary of the Start Date.

### 6.2 Special Term 2.

The supplier must provide up to date audited accounts within reasonable time for:

- (iv) *(i) Kantar Public UK Limited*
- (v) *(ii) Mantle BV*

The supplier must inform the authority of any changes relating to support and or structure of:

- (i) *(i) Kantar Public UK Limited*
- (ii) *(ii) Mantle BV*

### 6.3 Special Term 3.

Performance measure will take effect from 1st July 2023. If 'factors beyond control' are claimed for partial completion of performance requirements (Schedule 14\_01), the supplier must make the Authority aware before the end of the performance period. The Authority will engage with the supplier and review the circumstance(s) and may request further evidence. The Authority may consider at its discretion and in consultation with the Supplier what measures are to be applied during this performance period.

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ORDER START DATE: **2<sup>nd</sup> March 2023**

ORDER EXPIRY DATE: **16<sup>th</sup> May 2025**

ORDER INITIAL PERIOD: **31<sup>st</sup> March 2023**

### DELIVERABLES

Option B: 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 is **£293981.02**

### ORDER CHARGES

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

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
- Benchmarking using Order Schedule 16 (Benchmarking)
- Changes to the specification

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

*Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.*

*All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to:*

**Home Office Shared Service Centre  
PO Box 5015  
Newport  
NP20 9BB**

*If you have a query regarding an outstanding payment please contact our accounts payable department:*

*E-Mail: [Finance-ap-enquiries@homeoffice.gov.uk](mailto:Finance-ap-enquiries@homeoffice.gov.uk)*

**Telephone 0845-0100122  
Monday-Friday 09:00 to 17:00 hours**

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*Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.*

*To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.*

**BUYER'S INVOICE ADDRESS:**

As above

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Head of Criminal Justice Strategy

[REDACTED]

2 Marsham Street

London

SW1P 4DF

[REDACTED]

Head of Victims and Offenders Policy

[REDACTED]

2 Marsham Street

London

SW1P 4DF

**BUYER'S ENVIRONMENTAL POLICY**

Will be provided during contract

**BUYER'S SECURITY POLICY**

Will be provided during contract

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Head of Population Studies

[REDACTED]

4 Millbank, London, SW1P 3JA

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

Senior Director

[REDACTED]

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

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

**C22979 VSS**

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**PROGRESS REPORT FREQUENCY**

As per point 7 of the Statement of Requirements

**PROGRESS MEETING FREQUENCY**

As per point 7 of the Statement of Requirements

**KEY STAFF**

[REDACTED]

[REDACTED]

4 Millbank, London, SW1P 3JA

[REDACTED]

[REDACTED]

4 Millbank, London, SW1P 3JA

[REDACTED]

[REDACTED]

4 Millbank, London, SW1P 3JA

[REDACTED]

[REDACTED]

4 Millbank, London, SW1P 3JA

[REDACTED]

[REDACTED]

**KEY SUBCONTRACTOR(S)**

**n/a**

**E-AUCTIONS**

Not applicable

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**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information as per Joint Schedule 4

**SERVICE CREDITS**

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

The Service Credit Cap is: Does not apply

The Service Period is: Every Four Months unless specified otherwise in Order Schedule 14.

A Critical Service Level Failure is: set to 85% provisionally and will commence from quarter 2 of term/year 2 should the authority commit beyond the initial phase. The provisional limit maybe adjusted to reflect the conditions/priorities of business.

**ADDITIONAL INSURANCES**

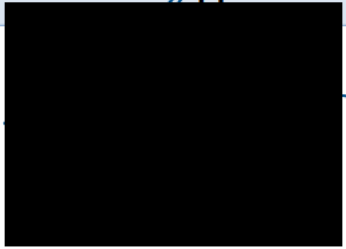
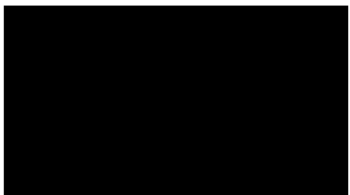
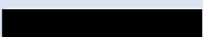
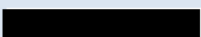
As per Joint Schedule 3 (Insurance Requirements)

**GUARANTEE**

As per Joint Schedule 8 (PCG), and Special Term 2 of this agreement.

**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:		Signature:	
Name:		Name:	
Role:	UK CEO, Kantar Public	Role:	Commercial Partner Business Partner
Date:	24/3/23	Date:	03/04/23