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

**Schedules)**

**Order Form**

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| --- | --- |
| ORDER REFERENCE: | P3630 |
| THE BUYER: | HM Treasury |
| BUYER ADDRESS | 1 Horse Guards Road, Westminster, London,  SW1A 2HQ |
| THE SUPPLIER: | Mind Tools |

SUPPLIER ADDRESS:Mind Tools Ltd, 21 Young Street, Edinburgh, EH2 4HU

REGISTRATION NUMBER:SC202102

DUNS NUMBER: 238964923

DPS SUPPLIER REGISTRATION SERVICE ID:238964923

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 28/03/2025. It’s issued under the DPS Contract with the reference number P3630 for the provision of AI Conversations.

DPS FILTER CATEGORY(IES):

LMS Software, Delivery & Content

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 6 (Key Subcontractors)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

* + Order Schedules for P3630

Order Schedule 1 (Transparency Reports)

Order Schedule 2 (Staff Transfer)

Order Schedule 3 (Continuous Improvement)

Order Schedule 5 (Pricing Details)

Order Schedule 7 (Key Supplier Staff)

Order Schedule 9 (Security - Part A)

Order Schedule 15 (Order Contract Management)

Order Schedule 20 (Order Specification)

1. DPS Core Terms v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6219**
3. 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

The following Special Terms are incorporated into this Order Contract:

None

ORDER START DATE: 28/03/2025

ORDER EXPIRY DATE: 27/03/2026

ORDER INITIAL PERIOD: 28/03/2025

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 is £8,020 ex VAT

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS transfer. Payment can only be made following satisfactory delivery of preagreed certified products and deliverables.

Before payment can be considered, each invoice must include a sufficiently detailed elemental breakdown of work completed and the associated costs.

Payments will be made at the points as detailed in the framework guidance.

BUYER’S INVOICE ADDRESS:

HM Treasury, Attention: Accounts Payable, Rosebury Court, St Andrews Business Park, Norwich, Norfolk, NR7 0HS

Email: Redacted Under FOIA 2000, Section 40, Personal Information

BUYER’S AUTHORISED REPRESENTATIVE

Redacted Under FOIA 2000, Section 40, Personal Information

Capability & Talent Lead

Redacted Under FOIA 2000, Section 40, Personal Information

1 Horse Guards Road, Westminster, London, SW1A 2HQ

BUYER’S ENVIRONMENTAL POLICY

Not applicable

BUYER’S SECURITY POLICY

Not Applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

Redacted Under FOIA 2000, Section 40, Personal Information

**Chief Operating Officer**

Redacted Under FOIA 2000, Section 40, Personal Information

**21 Young Street, Edinburgh, EH2 4HU**

SUPPLIER’S CONTRACT MANAGER

Redacted Under FOIA 2000, Section 40, Personal Information

**Head of Finance**

Redacted Under FOIA 2000, Section 40, Personal Information

**21 Young Street, Edinburgh, EH2 4HU**

PROGRESS REPORT FREQUENCY

Once a month

PROGRESS MEETING FREQUENCY

On the first week of each Quarter

KEY STAFF

Redacted Under FOIA 2000, Section 40, Personal Information

**CEO**

Redacted Under FOIA 2000, Section 40, Personal Information

**21 Young Street, Edinburgh, EH2 4HU**

KEY SUBCONTRACTOR(S)

**Not applicable**

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | Redacted Under FOIA 2000, Section 40, Personal Information | Signature: | Redacted Under FOIA 2000, Section 40, Personal Information  31-Mar-2025 |
| Name: | Redacted Under FOIA 2000, Section 40, Personal Information | Name: | Redacted Under FOIA 2000, Section 40, Personal Information |
| Role: | COO | Role: | Capability & Talent  Delivery Lead |
| Date: | 31-Mar-2025 | Date: | 28/03/2025 |