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

**Order Form**

ORDER REFERENCE: **PRJ\_4288**

THE BUYER: Department of Science, Innovation & Technology

BUYER ADDRESS [redacted]

THE SUPPLIER: Gardiner & Theobald LLP

SUPPLIER ADDRESS: [redacted]

REGISTRATION NUMBER: **OC307124**

DUNS NUMBER: 73-805-3235

DPS SUPPLIER REGISTRATION SERVICE ID: **N/A**

This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 26/11/2024

It’s issued under the DPS Contract with the reference number ITT\_76428 for the provision of Understanding the AI Sector Labour Market.

DPS FILTER CATEGORY(IES):

Competition, markets and mergers, Digital economy, Economics (appraisal

and behavioural economics), AI (Artificial Intelligence) and automation, Digital

markets and platforms, Content analysis, Data mining, Econometric analysis,

Regression analysis, Thematic analysis, Time-series analysis / forecasting,

Distribution modelling, Predictive modelling, Quantitative, Qualitative, Mixed

method (qualitative and quantitative), Depth interviews, Narrative inquiry /

narrative analysis, Rapid Evidence Assessment (REA), Literature Review /

Narrative Review / Narrative Literature Review, Horizon scanning.

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
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 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Order Schedules for RM6126
  + 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 14 (Service Levels)
  + Order Schedule 15 (Order Contract Management)
  + Order Schedule 20 (Order Specification)

1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) - RM6126
3. Order Schedule 4 (Order Tender)

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

1. The following Special Terms are incorporated into this Order Contract:*The Supplier’s aggregate liability under or in connection with this Call-Off Contract (whether under this Call-Off Contract, any deeds of collateral warranty or any third party rights to be provided under this Call-Off Contract or otherwise) whether in contract, tort (including negligence) for breach of statutory duty or otherwise (other than for death or personal injury caused by the Supplier’s negligence) shall be limited to £1,000,000 (one million pounds).*
2. *The definition of “Losses” in Joint Schedule 1 shall be amended as follows: after “all” insert “direct, reasonably foreseeable, fully mitigated and recoverable at law”.*
3. *Notwithstanding any other provision of this Call-off Contract, where in the Call-Off Contract the Supplier is required to indemnify the Client or Buyer the parties acknowledge and accept that this shall be interpreted as meaning the Supplier shall be liable to the Client or Buyer for losses that are direct, reasonably foreseeable, fully mitigated and recoverable at law.*

ORDER START DATE: 06/12/2024

ORDER EXPIRY DATE: 31/03/2025

ORDER INITIAL PERIOD:  **4** Months

The Contract is expected to end by 31st March 2025, 23:59 (GMT) or a date to be agreed between the parties, unless terminated or extended by the Buyer in accordance with the terms of the Contract.

The Contract may be extended if there are unanticipated delays to delivery which could not have been reasonably foreseen by the Supplier, or if during delivery the research identifies additional task(s) which had not been previously identified as part of the primary questions yet would contribute to the quality or value of the deliverables. Any extension would be subject to agreement and based on the provided rates and contract terms and conditions, in line with provisions for extension detailed in Public Contract Regulations 2015.

The Contract will not be extended greater than an additional 2 weeks.

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in the Order Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £99,636.00.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

**None**

PAYMENT METHOD

**BACS**

The Buyer will pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, including a detailed breakdown of Deliverables which have been delivered. The Invoice must contain the PO number related to this contract, to be provided by the Buyer. Please also ensure the valid invoice is submitted in line with stated procedures.

**SUPPLIER PAYMENT METHOD AND DETAILS:**

Invoices will be raised by Gardiner & Theobald LLP in line with DSIT invoicing guidance. All invoices will include the PO number raised by the Buyer.

[redacted]

SUPPLIER ADDRESS

[redacted]

BUYER’S INVOICE ADDRESS:

[redacted]

BUYER’S AUTHORISED REPRESENTATIVE

[redacted]

BUYER’S ENVIRONMENTAL POLICY

**NOT APPLICABLE**

BUYER’S SECURITY POLICY

Please find at: https://www.gov.uk/government/publications/security-policy-framework

SUPPLIER’S AUTHORISED REPRESENTATIVE

[redacted]

SUPPLIER’S CONTRACT MANAGER

[redacted]

PROGRESS REPORT FREQUENCY

The Supplier is required on a weekly basis to provide a written update to DSIT on the research’s progress, flag any emerging issues and risks and updates regarding the research itself and quality assurance (as and when applicable).

PROGRESS MEETING FREQUENCY

The frequency of contact will be agreed at the project inception meeting, however weekly project update meetings are required especially during the initial stages of the project and then a minimum requirement of every 2 weeks.

KEY STAFF

**Buyer Side:**

[redacted]

**Supplier Side:**

[redacted]

**DIRECTOR**

[redacted]

KEY SUBCONTRACTOR(S)

See Joint Schedule 6 (Key Subcontractors) for Consortium information

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).

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | [redacted] | Signature: | [redacted] |
| Name: | [redacted] | Name: | [redacted] |
| Role: | [redacted] | Role: | [redacted] |
| Date: | 06/12/2024 | Date: | 09/12/2024 |