

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE:	CEFAS24-04
THE BUYER:	Cefas
BUYER ADDRESS:	Pakefield Road, Lowestoft, NR33 0HT
THE SUPPLIER:	Sirius Insight
SUPPLIER ADDRESS:	Ramster Petworth Road Chiddingfold GU8 4SN
REGISTRATION NUMBER:	10370422
DUNS NUMBER:	222059753
DPS SUPPLIER REGISTRATION SERVICE ID:	Not known

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 25 June 2024.

It's issued under the DPS Contract with the reference number RM6235 for the provision of Space-Enabled Transformation and Technology.

DPS FILTER CATEGORY(IES):

Data Acquisition & Capture, Software and Solutions, Data and Services, COTS (Commercial Off The Shelf) Hardware & Platforms, Data Acquisition Solutions, Data Processing & Management Services, Analytical Services, Visualisation & Presentation, Data & Data Products, Surveillance, Intelligence and Surveillance, Marine and Water Based

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) RM6235

3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6235
 - 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 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for CEFAS24-04
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer) – **NOT USED**
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 11 (Installation Works)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 23 (HMRC) - TBC
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6235
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

The following Special Terms are incorporated into this Order Contract: **See Annex 1 for full Special Terms.**

Special Term 1: Aid Diversion

Special Term 2: Due Diligence

Special Term 3: Safeguarding

ORDER START DATE: **9 July 2024**

ORDER EXPIRY DATE: **31 March 2026**

ORDER INITIAL PERIOD: **22 months**

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 ~ £120,000.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The payment method for this Call-Off Contract is via BACs upon receipt of an approved invoice.

The Supplier will issue electronic invoices. All invoices must include a valid purchase order number. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

BUYER'S INVOICE ADDRESS:

finance@cefas.gov.uk

Cefas
Pakefield Road
Lowestoft
Suffolk
NR33 0HT

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Cefas
Pakefield Road
Lowestoft
Suffolk
NR33 0HT

BUYER'S ENVIRONMENTAL POLICY

CPP031 Environmental Policy v2 dated 01.04.2022 available online at:

cpp031-environmental-policy-v2-may-2022-accessibility-checked.pdf (cefas.co.uk)

BUYER'S SECURITY POLICY

CPP011 Data Management Policy v3 dated October 2021 available online at:

20-29560-cpp011-policy-data-management-oct-20.doc (live.com)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Ramster
Petworth Road
Chiddingfold
GU8 4SN

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

Ramster
Petworth Road
Chiddingfold
GU8 4SN

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

None

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

All information about the technical delivery of this contract are deemed Commercially Sensitive by the Supplier

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

The Supplier shall hold the following additional insurance cover from the DPS Start Date in accordance with Joint Schedule 3 (Insurance Requirements):

Product Liability Insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five hundred thousand pounds (£500,000).

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:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	1 st July, 2024	Date:	9 July 2024

ANNEX 1 – Order Special Terms

1. Aid Diversion

- (1) For purposes of this Schedule 9, “**Aid Diversion**” means any event, including fraud, corruption, bribery (including for purposes of the Bribery Act 2010), theft, terrorist financing, money laundering and other misuse of funds that prevents the funding being directed to the outputs and activities of the project, or funding being directed to the outcomes or recipients intended.
- (2) The Parties will inform each other of any actual, suspected or alleged Aid Diversion by immediately contacting the Authority in accordance with the main terms - Clause 30. Whistleblowing (where all information will be treated confidentiality) or by informing the Authority staff responsible for managing this Contract.
- (3) The Parties have a zero tolerance approach towards Aid Diversion, including any associated inappropriate behaviour. Both Parties will fully co-operate with investigations into actual, suspected or alleged Aid Diversion, whether led by the Authority or the Supplier.
- (4) The Authority may recover from the Supplier all or part of the funding paid under this memorandum in the event of actual or suspected Aid Diversion.
- (5) The Parties acknowledge their commitment to the international fight against terrorism and the Authority’s policy to seek to ensure that none of its resources are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or crime of any sort. In accordance with this policy, the Supplier will (and will procure that its downstream partner(s)) make itself aware of, and comply with its obligations under applicable counter terrorist financing and other crime legislation.

2. Due Diligence

- (1) The Supplier will co-operate fully with any due diligence assessment by the the Authority or its agents, before and/or during project implementation, of the Supplier’s own internal controls and systems.
- (2) In utilising the funding the Supplier will exercise the same care in the discharge of its functions under this arrangement as it exercises with respect to the administration and management of its own resources and affairs. This will include assessing the internal controls and systems of any downstream delivery partners. These assessments will be shared with the Authority, upon request and should determine the:

- reliability and integrity of the downstream delivery partners' financial controls, systems and processes;
- effectiveness and efficiency of downstream delivery partner's project operations;
- procedures for safeguarding project assets, and;
- compliance with national legislation, regulation, rules, policies and procedures

(3) Although accountable to the Authority for the appropriate use of funding and delivery of Contract objectives, the Supplier will retain ultimate responsibility for the use of funding and will as such be solely responsible for any adverse effects of aid expenditure that have an undesired or unexpected result upon recipients.

3. Safeguarding

- (1) The Supplier will ensure that any activities implemented under this Contract will be in accordance with all applicable laws and regulations. Where this refers to Safeguarding, the Supplier is expected to, as a minimum agree to [UK Safeguarding Strategy Commitments](#) and apply [Inter-Agency Standing Committee \(IASC\) Six Core Principles](#) and [IASC Minimum Standards](#).
- (2) Safeguarding is the responsibility of both the Parties and this includes but is not limited to:

- a. Duty of care
- b. Health and Safety
 - i. The Parties must perform their obligations meeting the requirements of all applicable Law regarding health and safety;
 - ii. The Parties must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they are aware of that relate to the performance of the Contract.
 - iii. The Parties will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.
 - iv. The Parties must ensure their health and safety policy statements and management arrangements are kept up to date and made available to the other Party on request.
- c. Fraud, bribery and corruption
- d. Sexual Exploitation and Abuse and Harassment (SEAH)
- e. Other forms of exploitation such as labour

The Parties will ensure they adhere to UK legislation and international agreements of which the UK is a member and UK government policies.

- (3) The Parties will follow the Safeguarding against SEAH requirements as set out in this Clause 3 of the Special terms.
- (4) The Parties each agree to have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment (“SEAH”) and agree to the terms set out in this Clause 3 of the Special Terms. This means each Party, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Programme (employees, delivery partners and Sub-contractors) and will respond appropriately when reports of SEAH arise. The Parties, will apply the IASC [Six Core Principles](#) relating to Sexual Exploitation and Abuse and will adhere to the IASC Minimum Operating Standards on PSEA and/or the Core Humanitarian Standard on Quality and Accountability.

- (5) When any Party becomes aware of any suspicions or complaints of SEAH, that Party will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor. The Supplier will also promptly contact the Authority in accordance with the main terms - Clause 30. Whistleblowing to report any allegation credible enough to warrant an investigation of SEAH related to this Project. The Supplier will promptly report to the Authority any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Contract but would be of significant impact to either of the Parties. It is understood and accepted that the Supplier report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

4) UK Government Programme Funded Asset Provision:

- 1) The Authority has permission from its Official Development Assistance (“ODA”) funder to provide the Supplier with the UK Government Programme Funded Assets (the “Assets”) for use by the Supplier solely for the purposes of this Contract, unless agreed otherwise in writing by the Authority.
- 2) Any Assets provided under this Contract are owned by and will remain the property of the UK Government. The Supplier must not dispose of any assets provided under this Contract without written permission from the Authority.
- 3) The Supplier acknowledge that they do not own or have any right/ licence to use any Asset manufacturer’s Intellectual Property and will not do anything that would result in any infringement of the manufacturer’s Intellectual Property, including but not limited to reverse engineering.
- 4) Where the Authority makes such Assets available to The Supplier under this Clause, the Authority will provide an asset inventory list detailing the assets to be provided (including the asset number, description and value and the date provided).
- 5) There is an expectation that the Assets will not attract direct taxes, custom duties or the like. On this basis, The Supplier will use all reasonable endeavours to assist in arranging and providing any necessary documentation required to enable compliance with this requirement.
- 6) All assets made available to The Supplier under this Contract will be operated and controlled by The Supplier.
- 7) The Supplier will be accountable to Cefas for the appropriate use and control of these assets in line with the ODA programme objectives.
- 8) The Supplier must abide by any manufacturer’s instructions.
- 9) The Supplier will ensure that the Assets are housed/ stored in a suitable and secure environment.
- 10) The Supplier commits to follow any health and safety warnings/ protocols provided by either the Authority or the manufacturer with regards to handling and use of the Assets. The Supplier will ensure that any Asset users or operators are provided with both training and easy access to any health and

safety warnings/ protocols. The Supplier will ensure that only trained individuals operate or utilise the Assets.

- 11) The Supplier must ensure that the assets are maintained in good condition and in accordance with any manufacturer's instructions. Upon reasonable notification from the Authority, The Supplier will permit the Authority or its named representative access to its premises to physically check any Assets provided to The Supplier under this Contract. The Authority may alternatively ask The Supplier to check the Assets and The Supplier will (within 5 working days) provide the Authority with a report containing any information necessary to validate the check (e.g. photographic evidence).
- 12) A physical check of any Assets provided under this Contract will be undertaken upon request but as a minimum on an annual basis.
- 13) The Supplier must report to the Authority any lost, stolen or damaged assets regardless of value. The Authority may at its discretion arrange and fund the repair/ replacement of damaged/ lost/ stolen assets.
- 14) The Supplier will, unless otherwise requested by the Authority, provide quarterly progress reports on key performance indicators, in writing by email, to the named Authority contact to evidence that the assets are being utilised for ODA programme objectives.
- 15) At least 6 months prior to the end of the Contract, the Authority will notify the Supplier in writing its decision regarding ownership/ disposal of the assets at the end of the Contract. The Assets will continue to be owned by the Authority until:
 - a. ownership is formally transferred to the Supplier under a fully signed transfer of ownership document, or
 - b. the disposal of the asset is granted by the Authority in writing, noting such consent may be subject to certain parameters; or
 - c. such other arrangement, as agreed in writing by the Authority.
- 16) If the Supplier disposes of any Asset without the prior written consent of the Authority, the Supplier must pay to the Authority an amount equivalent to the market price of the purchase or development costs of the Assets that was funded by the ODA programme, provided that the Authority may at its discretion allow the Supplier to keep all or a part of the relevant proceeds where:
 - a. the sale of the Assets takes place after the end of the Contract;
 - b. the proceeds of sale are to be applied directly to the purchase by the Supplier of assets that are equivalent to or replacements for the Assets; or
 - c. the Authority is otherwise satisfied that the Supplier will apply those proceeds for purposes related to ODA programme funded activities.If requested by the Authority, the Supplier will hold the proceeds from the disposal of any Asset on trust for the Authority.
- 17) Where practicable to do so the Supplier will ensure the UK aid logo is affixed to Assets.

5) Customs and Import Tax

- 1) This contract is being funded out of Official Development Assistance funding and therefore must not be used for payment of any custom and/ or import taxes unless otherwise agreed in writing by Cefas.
- 2) In the event you are requested to pay such costs, these will need to be discussed with Cefas who will advise the appropriate course of action and any outcome will be handled by a contract variation.
- 3) Where required Cefas will be responsible for providing the supplier with a formal signed letter detailing the support being provided under the programme and the basis for making the equipment available.