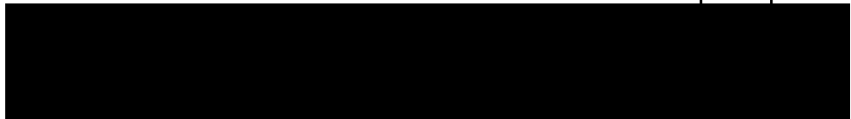


DPS Schedule 6 (Order Form Template and Order Schedules)

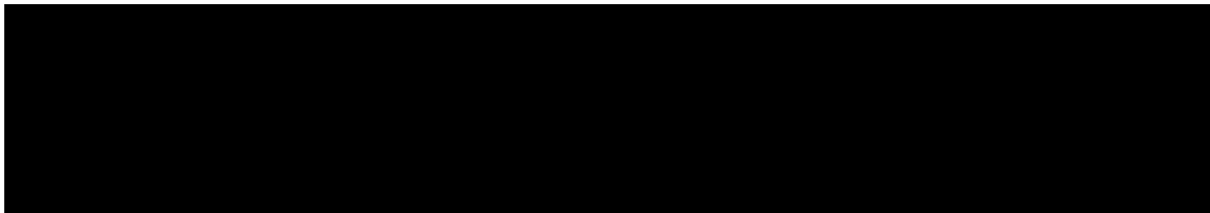
Order Form

ORDER REFERENCE: C21333

THE BUYER: Homeland Security Group on behalf of THE SECRETARY
OF STATE FOR THE HOME DEPARTMENT whose principal



THE SUPPLIER: Groundwork UK



DPS SUPPLIER REGISTRATION SERVICE ID: **[Insert]** if known]

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 **26/06/22**
It's issued under the DPS Contract with the reference number RM6172 for the provision of Grant Administration Services.

DPS FILTER CATEGORY(IES):
Full Programme Management

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) **RM6172**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6172**
 - 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 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for **RM6172**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 5 (Pricing Annex A Pricing Matrix)
 - 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 12 (Clustering)
 - Order Schedule 13 (Mobilisation)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Specification)
 - Order Schedule 20, Annex B (Management Fee Payment Profile)
 - Order Schedule 21 (Cyber Essentials Scheme)
4. CCS Core Terms (DPS version) v1.0.1
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6172**
6. 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

The following Special Terms are incorporated into this Order Contract:

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

1) CONFIDENTIALITY AND OFFICIAL SECRETS

- 1.1 The Supplier undertakes to comply and to procure that its employees, Sub-Contractors and Supplier Personnel comply with the provisions of the Official Secrets Acts 1911 to 1989.
- 1.2 For the purposes of this Special term (1) , the term “Disclosing Party” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “Recipient” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 1.3 Except to the extent set out in this Special term (1) or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
 - (a) treat the Disclosing Party’s Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - (b) not disclose the Disclosing Party’s Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
 - (c) not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Contract; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.
- 1.4 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
 - (a) the Recipient is required to disclose the Confidential Information by Law, provided that DPS Core term 16. (When you can share information) shall apply to disclosures required under the FOIA or the EIRs;

(b) the need for such disclosure arises out of or in connection with:

(i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Contract;

(ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Contract; or

(iii) the conduct of a Central Government Body review in respect of this Contract; or

(c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

1.5 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

1.6 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:

(a) Supplier Personnel and Sub-Contractors who have signed a non-disclosure agreement are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Contract;

(b) its auditors who have signed a non-disclosure agreement; and

(c) its professional advisors who have signed a non-disclosure agreement for the purposes of obtaining advice in relation to this Contract.

1.7 Where the Supplier discloses Confidential Information of the Authority pursuant to this Special term (1), it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

1.8 The Authority may disclose the Confidential Information of the Supplier:

(a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;

(b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

(c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(d) on a confidential basis to a professional advisor, consultant, supplier or other person engaged by any of the entities described in Special term 1.8.(a) for any purpose relating to or connected with this Contract;

(e) on a confidential basis for the purpose of the exercise of its rights under this Contract

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Special term 1.

1.9 Nothing in this Special term 1 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

2 STEP IN RIGHTS

2.1 Interpretation In this Special Condition) references to the Authority taking action shall be deemed to include references to the Authority procuring the taking of action by others on behalf of the Authority.

2.2 The Authority may take action in accordance with this Special Condition 2 upon the occurrence of any of the following events or circumstances:

- (a) the Authority considers that a Default by the Supplier may create an immediate or serious threat to the business and operational effectiveness of the Authority;
- (b) the Authority terminates this Contract in accordance with DPS Core Term 10.4 (When the Buyer can end the Contract)
- (c) Default of the Supplier or any Sub-Contractor:
 - (i) results in a material interruption or delay in the provision of all or any part of the Services; or

- (ii) prevents or restricts the Authority's performance or delivery of all or any part of its services or functions to a material extent;
- (iii) the Supplier is not in Default but the Authority in acting reasonably considers that the circumstances constitute an emergency;
- (iv) a serious risk exists to the health or safety of persons or property or to the environment;
- (v) the Authority wishes to discharge a statutory duty; or
- (vi) a Force Majeure Event or relief event occurs which prevents or delays the performance of the Services or any part of the Services to a material extent.

2.3 Consultation Procedure

- (a) Where the grounds for the Authority taking action do not arise from a Default of the Supplier, the Authority shall consult with the Supplier to evaluate any alternative proposals it may have to resolve the event or circumstance without the need for step-in (but only if it considers in its sole discretion that the Supplier has the capacity to resolve the event or circumstance satisfactorily) before commencing the notice procedure described in DPS Core Condition 10.
- (b) The nature and period of any consultation under DPS Core Condition 10 shall be determined by the Authority in its sole discretion.

2.4 Procedure for Authority Step-In

- (a) If this Special Condition 2.4 applies and the Authority wishes to take action, the Authority shall, subject to Special Condition 2.3 provide a "Step-In Notice" to the Supplier setting out the "Required Action" including:
 - (b) the action it wishes to take;
 - (c) the reason for such action;
 - (d) the date it wishes to commence such action;
 - (e) the time period which it believes shall be necessary for such action; and
 - (f) to the extent practicable, the effect on the Supplier and its obligation to provide the Services during the period such action is being taken.

2.5 Following service of a Step-In Notice, the Authority shall take the Required Action and the Supplier shall give all reasonable assistance to the Authority while it is taking the Required Action.

2.6 Effect of Step-In Without Default

- (a) If the Supplier is not in Default and the Authority exercises its right to take action in connection with the Services pursuant to Special Condition 2.2:

- (b) then for so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing all or any part of the Services, the Supplier shall suspend provision of, and be relieved of its obligation to provide, that part of the Services;
- (c) in respect of the period in which the Supplier is taking the Required Action and provided that the Supplier provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent incremental costs are incurred), the Supplier shall be entitled to the Charges in respect of the Services affected by the Required Action as if the Services were being provided in accordance with this Contract; and
- (d) the Authority shall ensure that, upon removal of the suspension of the relevant Services on the Step-Out Date, any material adverse impact on the ability of the Supplier to resume operational delivery of the Services has been addressed (or alternatively at the Authority's option, dealt with as a recoverable cost).

2.7 **Effects of Step-In Following Default**

- (a) If the Supplier is in Default and in consequence the Authority exercises its right to take action in connection with the Services pursuant to Special Condition 2, then for so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing all or any part of the Services, the Supplier shall suspend provision of that part of the Services;
- (b) The suspension of Services described in Special Condition 2.7(a) shall not excuse the Supplier from its liability in respect of its failure to supply the Services in accordance with this Contract or be deemed to frustrate or waive performance of that obligation.

2.8 **Authority Step-Out**

- (a) The Authority may at any time during the period of the Required Action provide a "Step-Out Notice" to the Supplier providing that the Authority wishes to cease the Required Action and the Step-Out Date.
- (b) In relation to the Step-Out Date:

- (i) where the Authority exercised its rights to take action not as a result of a Default of the Supplier, the Authority shall ensure that a Step-Out Notice is provided with a Step-Out Date to occur as soon as is reasonably practicable following the cessation of the circumstances referred to in Special Condition 2.2;
 - (ii) where the Authority exercised its rights to take action as a result of a Default of the Supplier, the Supplier shall be entitled to provide evidence to the Authority of its readiness to resume performance of the suspended Services and that the Default and its consequences are not continuing and are unlikely to recur. If such evidence is provided to the Authority's reasonable satisfaction, the Authority shall ensure that a Step-Out Notice is provided with a Step-Out Date to occur as soon as is reasonably practicable.
 - (c) In either case taking into account the need to bring the Required Action to an end in an orderly fashion.
 - (d) Following receipt of a Step-Out Notice and not less than twenty (20) business Days prior to the Step-Out Date, the Supplier shall develop for the Authority's approval a draft Step-Out Plan.
 - (e) On the Step-Out Date:
 - (i) the Authority shall be released from all of its obligations and liabilities in relation to the Required Action arising prior to the cessation of the Required Action; and
 - (ii)
 - (iii) the Supplier shall resume the provision of all or any part of the Services which was the subject of the Required Action.
- 2.9 Subject to Special Condition 2.6, the Supplier shall bear its own costs in connection with any exercise by the Authority of its rights under this Special Condition 2.
- 2.10 The exercise by the Authority of its rights to take Required Action under this Special Condition 2 shall be without prejudice to the Authority's other rights (including as to termination) under this Contract.

3. PAYMENT]

3 PAYMENT

- 3.1 In consideration of the carrying out of the Services by the Supplier, the Authority shall pay the Supplier in accordance with Schedule 5 (Pricing) as stated in Order Schedule 20 (Specification), Annex B (Management Fee Payment Profile).
- 3.2 All payments will be via the Authority's electronic payment system. Upon receipt of a Purchase Order, invoices shall be sent via email with the relevant purchase order number (PO Number) in accordance with the instructions on the Purchase Order. The Supplier must be in receipt of a valid PO Number before submitting an invoice.
- 3.3 Invoices must adhere to the invoice template provided by the Authority and should be submitted as both a PDF and Excel spreadsheet.
- 3.4 The Authority shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice. For the purpose of this Clause, a "valid invoice" shall be an invoice issued in accordance with Special Condition 3.3 which accurately reflects the Purchase Order and any Activities delivered under it.
- 3.5 Invoices are to be submitted, at the latest, by the 15th of each month for work completed in the preceding month, for work completed to the satisfaction of the Authority in accordance with the relevant Work Package(s) and subject to DPS Core Terms Condition 10.
- 3.6 Upon receipt of the invoice, the Authority will undertake an audit process to ensure accuracy, such as timings contained within the invoices match those within the reports. To avoid a delay in payment being made, IPs should endeavour to ensure that invoices are completed accurately, and within the template provided.
- 3.7 In addition to the Charges, the Authority shall pay the Supplier a sum equivalent to any Value Added Tax chargeable in respect of the invoiced sum. Value Added Tax shall be shown as a separate item on the Supplier's invoice.
- 3.8 The Supplier shall be entirely responsible for the payment of any and all income tax, national insurance contributions and any similar liabilities on any Charges earned under this Contract.
- 3.9 The Authority will not, unless it has agreed in writing to do so, be liable whatsoever for payment in respect of any invoice which does not comply with this Special Condition 3.
- 3.10 The Authority will comply with the legal provisions on the late payment of supplier invoices, and the government measures dated 1 April 2017 to boost transparency of payment practices to help small and medium sized businesses (SMEs).

4. WORK PACKAGES

4.1 Work Packages shall be issued by the Authority and agreed between the Parties pursuant to the provisions of the Statement Of Requirements.

4.2 The Authority is under no obligation to issue a Work Package or order Services under this Contract at any time. Each Work Package shall commence and expire in accordance with the detail of the specific Work Package or confirmation of this detail by the Authority. No Work Package shall expire after the Expiry Date.

4.3 For the avoidance of doubt, more than one Work Package shall be allowed under this Contract, whether concurrent to an existing Work Package or not. However, in each case, the Supplier shall carry out and complete the concurrent Work Packages: (a) with reasonable skill, care and diligence; (b) according to its obligations under this Contract; (c) to the reasonable satisfaction of the Authority; and (d) using Supplier Personnel or agents with appropriate skills and qualifications.

4.4 The Supplier shall not place any orders with third parties or otherwise directly or indirectly incur any liabilities to third parties in the name of the Authority without the prior written consent of the Authority.

4.5 A Work Package may be amended, if so agreed to between the Parties, in writing pursuant to the Terms and Conditions of Contract.

4.6 Work Package shall at no times amend the Terms and Conditions or the contents of the Schedules).

4.6 the Supplier may be required to travel under Work Packages. The Supplier shall be reimbursed for its reasonable travel expenses in accordance with Schedule 20 (Statement of Requirements).

5. SUPPLIER PERSONNEL

Definition:

| | |
|-----------------------------|--|
| “Supplier Personnel” | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Agreement |
|-----------------------------|--|

6.1 The Supplier shall:

- (a) Provide in advance of any admission to Authority Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;
- (b) ensure that all Supplier Personnel:

- (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in the Schedule of Requirements (Order Schedule 20)
 - (iii) comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including the security requirements as set out in Order Schedule 9 (Security)
 - (c) subject to Schedule 9.1 (*Staff Transfer*), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;
 - (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Agreement shall be a Default by the Supplier;
 - (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
 - (f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
 - (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
 - (h) procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Agreement.
- 1.2 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement, it may:
- (a) refuse admission to the relevant person(s) to the Authority Premises; and/or

ORDER START DATE: **24.06.22**

ORDER EXPIRY DATE: **31st March 2023**

ORDER INITIAL PERIOD: **[0 Years, 10 Months]**

DELIVERABLES

See details in Order Schedule 20 (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 £55,555.56, [REDACTED]

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details and Annex A)

REIMBURSABLE EXPENSES

NONE

PAYMENT METHOD

See Special Condition 3 above

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Greening Government Commitments 2021 to 2025 - GOV.UK (www.gov.uk)

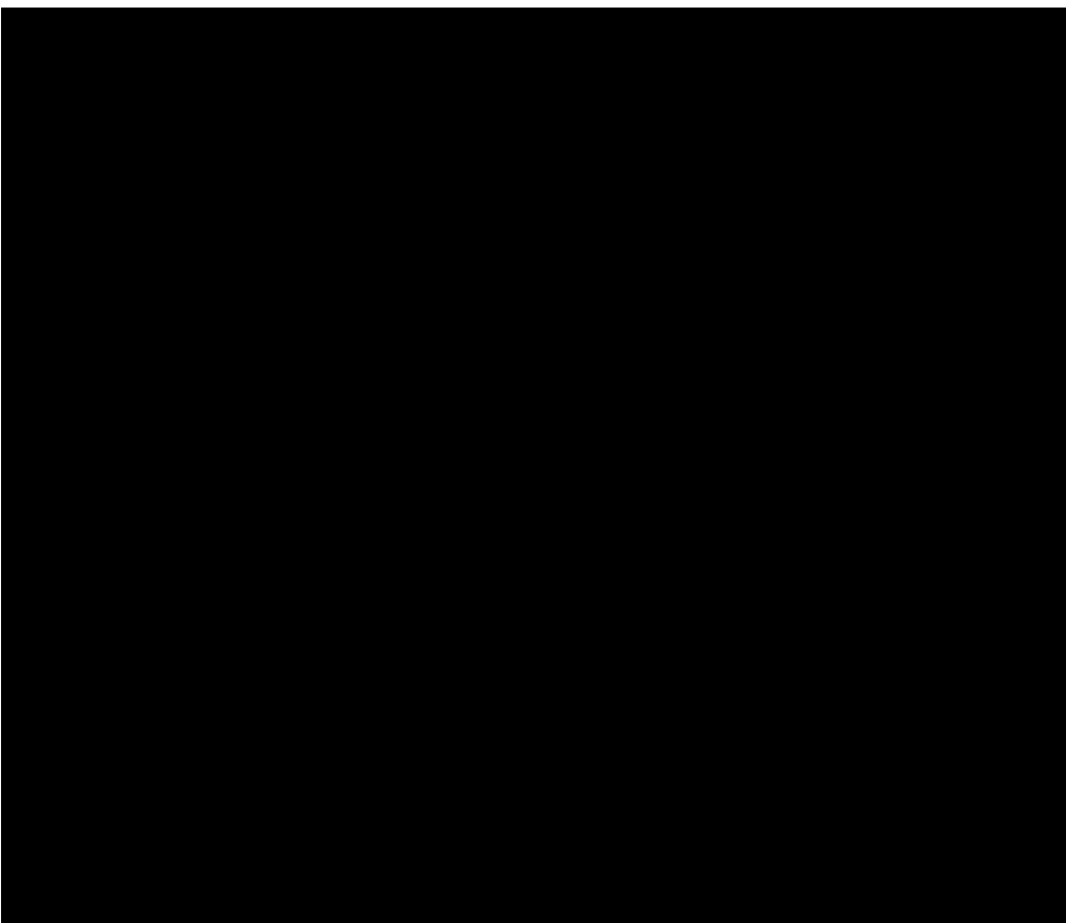
Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY

Appended at Order Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]



KEY SUBCONTRACTOR(S)
NONE

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: |  | | |
| Name: | | | |
| Role: | | | |
| Date: | 24.06.22 | Date: | 29/06/2022 |