



Crown
Commercial
Service

DPS

Appointment Form

This DPS Appointment Form creates the DPS Contract. It summarises the main features of the procurement and signposts to where information is held as a result of the Supplier's DPS SQ Submission such as CCS' and the Supplier's contact details.

1.	CCS	<p>The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS).</p> <p>Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.</p>																															
2.	Supplier	<p>The name, address, and registration number of the Supplier will be captured as part of the selection questionnaire during the DPS Registration process</p>																															
3.	DPS Contract	<p>This dynamic purchasing system access agreement between CCS and the Supplier allows the Supplier to be considered for Order Contracts to supply the Deliverables in any of the Services and/or Goods Filter categories;</p> <table><tr><th>Filter</th><th>Sub-filter</th></tr><tr><td rowspan="3">Satellite & Space-Enabled Communication</td><td>Broadcast</td></tr><tr><td>Communications</td></tr><tr><td>Advisory, Consultancy, and Training</td></tr><tr><td rowspan="4">Geospatial & Remote Sensing</td><td>Data Acquisition & Capture</td></tr><tr><td>Software and Solutions</td></tr><tr><td>Data and Services</td></tr><tr><td>Advisory, Consultancy, and Training</td></tr><tr><td rowspan="5">Unmanned Autonomous Vehicles</td><td>BVLOS products and services</td></tr><tr><td>Commercial Devices</td></tr><tr><td>Supporting Devices</td></tr><tr><td>Counter-Drone</td></tr><tr><td>Advisory, Consultancy, and Training</td></tr><tr><td rowspan="2">Upstream (professional services only)</td><td>Operations</td></tr><tr><td>Advisory, Consultancy, and Training</td></tr><tr><td>Turnkey Solutions including Bandwidth & Capacity</td><td>Turnkey Solutions including Bandwidth & Capacity</td></tr><tr><td rowspan="3">Hardware & Platforms</td><td>COTS (Commercial Off The Shelf) Hardware & Platforms</td></tr><tr><td>Bespoke Hardware & Platforms</td></tr><tr><td></td></tr><tr><td rowspan="4">Data Acquisition/capture, Products & Services</td><td>Data Acquisition Solutions</td></tr><tr><td>Data processing & management services</td></tr><tr><td>Analytical Services</td></tr><tr><td>Visualisation & Presentation</td></tr></table>	Filter	Sub-filter	Satellite & Space-Enabled Communication	Broadcast	Communications	Advisory, Consultancy, and Training	Geospatial & Remote Sensing	Data Acquisition & Capture	Software and Solutions	Data and Services	Advisory, Consultancy, and Training	Unmanned Autonomous Vehicles	BVLOS products and services	Commercial Devices	Supporting Devices	Counter-Drone	Advisory, Consultancy, and Training	Upstream (professional services only)	Operations	Advisory, Consultancy, and Training	Turnkey Solutions including Bandwidth & Capacity	Turnkey Solutions including Bandwidth & Capacity	Hardware & Platforms	COTS (Commercial Off The Shelf) Hardware & Platforms	Bespoke Hardware & Platforms		Data Acquisition/capture, Products & Services	Data Acquisition Solutions	Data processing & management services	Analytical Services	Visualisation & Presentation
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			Data & Data Products
			Surveillance
			Surveying & Mapping
		Software, Applications and Solutions	Data storage, hosting, and distribution
			Data processing and management tools
			Application Development
			COTS (Commercial Off The Shelf) Software and Applications
		Advisory, Consultancy, and Training	Architecture, Design, Specification
			Security
			System Integration
			Advisory, Research & Consulting
			Maintenance, Operations & Support
			Independent Evaluation/Validation
			Training & Education
		Specialist sector	Transport
			Defence
			Law enforcement
			Intelligence and Surveillance
			Education
			Environment
			Local government
			Health
			Space
			Utilities
			N/A
		Data	Remote Sensed data
			Demographic and population data
			Buildings and settlements
			Aviation data
			Transport data
			Marine and Water
			Geology and Soils
			Administrative and boundaries
			Land cover and Land use
			Address, Geographical Names, and Location data
			Elevation and Depth
			Physical Infrastructure
			N/A
		COTS/Software	Analytical tools
			Data matching
			Visualisation tools
			Extract, Transfer & Load (ETL) tools

		<table><tr><td></td><td>Address Search / Gazetteer</td></tr><tr><td></td><td>N/A</td></tr><tr><td rowspan="6">Locational</td><td>Aerial</td></tr><tr><td>Marine and Water based</td></tr><tr><td>Land Based</td></tr><tr><td>Space Based</td></tr><tr><td>Subterranean</td></tr><tr><td>N/A</td></tr><tr><td rowspan="2">Commercial models</td><td>Project/Milestone Based</td></tr><tr><td>XaaS ('X' as a Service)</td></tr></table> <p>You cannot deliver in any other Filter Categories under this contract. Any references made to other Filter Categories in this contract do not apply.] This opportunity is advertised in the Contract Notice in the Find a Tender Service reference Insert reference number] (FTS Contract Notice).</p>		Address Search / Gazetteer		N/A	Locational	Aerial	Marine and Water based	Land Based	Space Based	Subterranean	N/A	Commercial models	Project/Milestone Based	XaaS ('X' as a Service)
	Address Search / Gazetteer															
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Commercial models	Project/Milestone Based															
	XaaS ('X' as a Service)															
4.	Deliverables	Space-Enabled Transformation and Technology See DPS Schedule 1 (Specification) for further details.														
5.	DPS Start Date	11 October 2021														
6.	DPS Expiry Date	10 February 2029														
7.	DPS Optional Extension Period	None														
8.	DPS Incorporated Terms (together these documents form the DPS Contract')	The following documents are incorporated into the DPS Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies: 1. This DPS Appointment Form 2. Any DPS Special Terms (see Section 9 'DPS Special Terms' in this DPS Appointment Form) 3. Joint Schedule 1 (Definitions) RM6235 4. Joint Schedule 11 (Processing Data) RM6235] 5. The following Schedules for RM6235 (in equal order of precedence): <ul style="list-style-type: none">○ DPS Schedule 1 (Specification)○ DPS Schedule 3 (DPS Pricing)○ DPS Schedule 4 (DPS Management)○ DPS Schedule 5 (Management Levy and Information)○ DPS Schedule 6 (Order Form Template and Order Schedules) including the following template Order Schedules:														

		<ul style="list-style-type: none"> ▪ Order Schedule 1 (Transparency Reports) ▪ Order Schedule 2 (Staff Transfer) ▪ Order Schedule 3 (Continuous Improvement) ▪ Order Schedule 4 (Order Tender) ▪ 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 12 (Clustering) ▪ Order Schedule 13 (Implementation Plan and Testing) ▪ Order Schedule 14 (Service Levels) ▪ Order Schedule 15 (Order Contract Management) ▪ Order Schedule 16 (Benchmarking) ▪ Order Schedule 17 (MOD Terms) ▪ Order Schedule 18 (Background Checks) ▪ Order Schedule 19 (Scottish Law) ▪ Order Schedule 20 (Order Specification) ▪ Order Schedule 21 (Northern Ireland Law) ▪ Order Schedule 22 (Lease Terms) ▪ Order Schedule 23 (HMRC Terms) ○ DPS Schedule 7 (Order Procedure) ○ DPS Schedule 8 (Self Audit Certificate) ○ DPS Schedule 9 (Cyber Essentials Scheme) ○ 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 9 (Minimum Standards of Reliability)] ○ Joint Schedule 10 (Rectification Plan) ○ [Joint Schedule 12 (Supply Chain Visibility)] <p>6. CCS Core Terms - DPS (version 1.0.3)</p> <p>7. Joint Schedule 5 (Corporate Social Responsibility RM6235</p> <p>8. DPS Schedule 2 (DPS Application) RM6235 as long as any part of the DPS Application that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above</p>
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<p>9. DPS Special Terms</p>	<p>2.13 Where a Buyer wants to purchase Deliverables that were a Joint Development, the Supplier shall make such Deliverables available to the Buyer on commercial terms that are no less favourable than those offered to the public body that contributed to the Joint Development or such other commercial terms for the public sector as were agreed between the Supplier and the original buyer at the time the Joint Development was created.</p>
	<p>9.8 Where the Deliverables will result in a Joint Development:</p> <ul style="list-style-type: none"> (a) the Supplier agrees to license its IPR in the Joint Development to third parties in accordance with clause 2.13 to enable the use of the Joint Development by the wider public sector; (b) the Buyer agrees to amend the licence granted by clause 9.2 so that the Supplier's use of the Buyer's Existing IPR and New IPR solely for the provision of the Joint Development to the Buyer and the wider public sector is licensed by the Buyer for the operational life of the Joint Development, with the inclusion of the right for the Supplier to sub-license the Buyer's Existing IPR and New IPR for the same purpose and period; and (c) where necessary as part of the development of the Deliverables the Parties will agree how the Joint Development will be marketed and supported going forward. <p>9.9 For the avoidance of doubt, unless otherwise agreed by the Parties in writing, a Joint Development shall not be jointly owned by the Parties and each continues to own its Existing IPRs in the Joint Development.</p>
	<p>Clause 9.1 is amended to read as follows:</p> <p>Each Party keeps ownership of its own Existing IPRs. In so far as they do not conflict with this Contract, the Supplier's standard IPR licensing arrangements as notified to the Buyer in the Order Tender shall apply to the provision of the Deliverables.</p> <p>Clause 18 is amended to read as follows:</p>

		The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter save for the specific provisions referred to in clause 9.1. No other provisions apply.
10.	DPS Pricing	N/A
11.	Insurance	Details in Annex of Joint Schedule 3 (Insurance Requirements).
12.	Cyber Essentials Certification	Cyber Essentials Scheme [Basic / Plus] Certificate (or equivalent). Details in DPS Schedule 9 (Cyber Essentials Scheme)
13.	Management Levy	The Supplier will pay, excluding VAT, 1% of all the Charges for the Deliverables invoiced to the Buyer under all Order Contracts.
14.	Data Protection Liability Cap	£10,000,000
15.	Supplier DPS Manager	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
16.	Supplier Authorised Representative	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>

17.	Supplier Compliance Officer	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
18.	Supplier Data Protection Officer	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
19.	Supplier Marketing Contact	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
20.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered) [insert name]</p> <p>Registration number (if registered) [insert number]</p> <p>Role of Subcontractor [insert role]</p> <p>Details such as above will be requested as part of your SQ DPS Submission.</p>
21.	CCS Authorised Representative	<p>Jamie Horton</p> <p>Category Specialist</p> <p>jamie.horton@crownccommercial.gov.uk</p>

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For and on behalf of the Supplier:		For and on behalf of CCS:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	