

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	710794450
THE BUYER:	Ministry of Defence, Directorate of Defence Communications
BUYER ADDRESS	MOD Main Building, Whitehall, London, SW1A 2HB
THE SUPPLIER:	Press Data Limited
SUPPLIER ADDRESS:	1 St Colme Street, Edinburgh, EH3 6AA
REGISTRATION NUMBER:	Sc177530
DUNS NUMBER:	536039464
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of Media Monitoring Services dated 1 May 2024. It's issued under the Framework Contract with the reference number RM6134 for the provision of Media Monitoring and Associated Services.

CALL-OFF LOT(S):
Not applicable

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6134
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6134
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for RM6134
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6134

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 2 May 2024

CALL-OFF EXPIRY DATE: 2 May 2026

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF DELIVERABLES

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See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off 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

CALL-OFF CHARGES

The Charges for the Deliverables

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment will be made through MoD CP&F System

BUYER'S INVOICE ADDRESS:

MOD Main Building, Whitehall, London, SW1A 2HB

BUYER'S AUTHORISED REPRESENTATIVE

MOD Main Building, Whitehall, London, SW1A 2HB

BUYER'S ENVIRONMENTAL POLICY

Buyer's environmental and social value policy

[Ministry of Defence Climate Change and Sustainability Strategic Approach - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/ministry-of-defence-climate-change-and-sustainability-strategic-approach)

BUYER'S SECURITY POLICY

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/security-policy-framework-protecting-government-assets)

SUPPLIER'S AUTHORISED REPRESENTATIVE

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1 St Colme Street, Edinburgh, EH3 6AA

SUPPLIER'S CONTRACT MANAGER

1 St Colme Street, Edinburgh, EH3 6AA

PROGRESS REPORT FREQUENCY

As per Call-Off Schedule 20 – (Call-off Specification)

PROGRESS MEETING FREQUENCY

As per Call-Off Schedule 20 – (Call-off Specification)

KEY STAFF

1 St Colme Street, Edinburgh, EH3 6AA

1 St Colme Street, Edinburgh, EH3 6AA

1 St Colme Street, Edinburgh, EH3 6AA

KEY SUBCONTRACTOR(S)

Ton Tee Limited

T/A MediaHQ

Greenmount House, Harold's Cross Road, Dublin, D6W HH27

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 20 – (Call-off Specification).

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The Service Credit Cap is: in accordance with Call-Off Schedule 20 – (Call-off Specification).

The Service Period is: in accordance with Call-Off Schedule 20 – (Call-off Specification).

A Critical Service Level Failure is: in accordance with Call-Off Schedule 20 – (Call-off Specification).

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	Iain McLean signed electronically 2/5/24
Name:		Name:	Iain McLean
Role:		Role:	Senior Commercial Officer
Date:		Date:	2 May 2024

Call-Off Schedule 17 (MOD Terms)

1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and Conditions" the terms and conditions listed in this Schedule;

"MOD Site" shall include any of Her Majesty's Ships or Vessels and Service Stations;

"Officer in charge" shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate

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shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

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3 DEFCONS and DEFFORMS

4 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.

5 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

DEFCON No	Version	Description
005J	11/16	Unique Identifiers
76	11/22	Contractor's Personnel at Government Establishments
129J	11/16	The Use of the Electronic Business Delivery Form
501	10/21	Definitions and Interpretations
503	06/22	Formal Amendments to Contract
507	07/21	Delivery
513	04/22	Value Added Tax
514	08/15	Material Breach
515	06/21	Bankruptcy and Insolvency
516	04/12	Equality
518	02/17	Transfer
520	10/23	Corrupt Gifts and Payments of Commission
522	11/21	Payment and Recovery of Sums Due
526	08/02	Notices
527	09/97	Waiver
528	10/23	Import and Export Licences
529	09/97	Law (English)
530	12/14	Dispute Resolution (English Law)

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531	09/21	Disclosure of Information
534	06/21	Subcontracting and Prompt Payment
537	12/21	Rights of Third Parties
538	06/02	Severability
550	02/14	Child Labour and Employment Law
566	10/20	Change of Control of Contractor
608	07/21	Access and Facilities to be Provided by the Contractor
609	07/21	Contractor's Records
620	06/22	Contract Change Control Procedure
632	11/21	Third Party Intellectual Property – Rights and Restrictions
656A	08/16	Termination for Convenience – Under £5M
671	10/22	Plastic Packaging Tax
524A	12/22	Counterfeit Material
532A	05/22	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
647	05/21	Financial Management Information
565	07/23	Supply Chain Resilience and Risk Awareness

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description
129J	09/17	The Use of the Electronic Business Delivery Form
539A	08/13	Tenderer's Commercially Sensitive

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		Information
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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

STATEMENT OF REQUIREMENT FOR MEDIA MONITORING

Requirement Overview

- Press monitoring** – Daily monitoring of specified keywords and topics within print content from national and major UK regional publications as set out in Annex B below. Complete articles containing the keywords, as the example set out in Annex A below, are to be emailed every day; by 0600hrs Mon-Fri and 0700hrs on weekends and Bank holidays. The articles should be emailed as a single daily digest to a pre-determined address list (currently approx. 190 individual addresses) in the format described below. This address list must be flexible and could fluctuate throughout the duration of the contract. The keyword list must be able to accommodate changes in keywords to be actioned in time for next day delivery.
- Online Monitoring** – Monitoring of news website content that includes specified keywords and topics, including monitoring of non-written content such as infographics and imagery. Delivery is as above and is to be included in the same digest.
- Provision of a **Journalist Contact Database** to support the Customers News and Campaigns teams. The Journalist Contact Database will only be used by a specified subset of up to 35 users of the list described below. This subset must be flexible and could fluctuate throughout the duration of the contract. However, for the immediate requirement, the database should be accessible to a single concurrent license.
- Helpdesk support** must be available 24 hours a day throughout the year (including Public Holidays, Bank Holidays and weekends). A dedicated Account Manager should be named at the outset of the contract.
- Specific requirements for the services are listed in the following tables:

Requirement ID	Requirement Heading	Requirement Description
1	Press and Online Monitoring	

1.1	Sources	Sources of articles, including related illustrations and photographs, <u>must</u> be drawn from the outlets, publications and related websites as outlined in Annex B below and separated out into UK National Publications, Scottish Publications, Welsh Publications and English Regional Publications. The list of outlets, publications and related websites <u>must</u> be able to be updated during the life of the contract.
1.2	Audience Reach	Articles <u>must</u> include the estimated daily audience reach of the outlet, publication or related website, audience insight and circulation.
1.3	Electronic delivery	<p>Electronic delivery of articles to an agreed distribution list <u>must</u> be no later than 06:00hrs weekday mornings, 07:00hrs at weekends, Bank and Public Holidays. Hard copies are not acceptable. The email should contain a list of headlines and first line descriptors/summary from each source and a link to the complete article. Font style should be Arial. Articles should be grouped by subject heading and sorted according to the Sort/Summary Instructions at the back of Annex A.</p> <p>To note that only links to articles should be included in the email, not attachments. Articles should be accessible from a website once a user clicks on the link. It is assumed the user may be required to log in.</p>
1.4	Printability	A cover/header sheet with a table of contents <u>must</u> be generated electronically online. This table of contents and complete articles should be formatted as a printable document for the Authority, in the order specified in the Sort/Summary Instructions at Annex A, and available as a PDF or other well-known formats. It is assumed that most users only view the articles electronically, however a small subset may require print outs. Potential suppliers should provide an example cover sheet as part of their tender response and explain how duplicate articles are laid out.
1.5	Exportability	As well as PDF, the daily summary of articles <u>must</u> be exportable to Excel to enable in-house analysis. The exact format will be agreed with the Authority on contract award. Potential suppliers should provide an example Excel export as part of their tender response.
1.6	Email size	The total size of the individual email should be kept to a minimum. Emails should not be larger than 3MB, although ideally less.
1.7	Smartphone compatibility	The emails, the articles that are linked, and the website they are presumably accessed from, <u>must</u> be viewable and compatible with smartphone devices.
1.8	Quantity	Only one set of cuttings/articles is provided per user on the distribution list. The quantity of the articles on a daily basis will be determined by using the search brief to identify relevant articles from outlets as listed in Annex B and keywords as in Annex A. Please note these outlets and keywords may change during the contract.

1.9	Distribution List	The distribution list (currently 190 individual addresses) will be provided to the Supplier at the start of the contract. This list <u>must</u> be flexible to allow it to be amended at short notice, as events and changes in personnel dictate. Changes must be actioned in time for the next day's delivery.
1.10	Changing format of delivery	Should the format or layout of delivery require changing, this <u>must</u> be accommodated and actioned within 3 working days.

2	Journalist Contact Database	
2.1	Content	The journalist contact database <u>must</u> contain key contact details of all UK journalists across print, online and broadcast channels. This should include but is not limited to name, email address, telephone number, subject of interest, publication, and any applicable social media handles.
2.2	Searchability/Segmentation	The journalist contact database <u>must</u> be searchable by a variety of fields including but not limited to name, subject of interest, publication, keywords, circulation.
2.3	Accuracy	The journalist contact database <u>must</u> be accurate and promptly updated as and when changes and movements occur to ensure journalist details are correct.
2.4	Alerts	Subscribed Users of the journalist contact database should receive regular email alerts of any changes and journalist movements as and when they occur. This <u>must</u> be no less than weekly. Users should be able to set preferences on detail and frequency of these email alerts.

3	Helpdesk	
3.1	24/7 Helpdesk	Helpdesk support <u>must</u> be available 24 hours a day throughout the year (including Bank Holidays and weekends). A dedicated Account Manager should be named at the outset of the contract.

4	Forward Planning Service	
4.1	Forward Planning	A forward planning service should be available to inform campaign activities of upcoming events. This is an optional service and will not form part of the initial requirement.

5	Automated Sentiment Analysis	
5.1	Sentiment Analysis	A basic traffic-light system of sentiment analysis of the articles that are listed in the daily summary sheet should be available. This would be carried out by automated analysis in order to give an indication of the sentiment of the overall article. Red would indicate overall negative sentiment, green for positive and grey

		for neutral. Percentages for the total coverage of the day (press and online), expressed as a pie chart or other graphical representation, would also be required. This is an optional service and may not form part of the initial requirement.
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6	Contract Review Meetings	
6.1	Contract Review	The Supplier will be expected to attend Quarterly Contract Review Meetings at Ministry of Defence, Whitehall, London SW1A 2HB, United Kingdom, unless otherwise agreed.

6. The scope of the monitoring services will be for regional and national services.
7. The services will be required with and without a summary of each item.

REPORTING

8. The Authority requires monthly reporting on progress and how the Supplier has met each KPI/SLA with management information demonstrating evidence and specifying any instances of non-delivery (please see Table 1 and 2). The report will include an elemental breakdown of the quantity of articles monitored and the associated costs. It will also include how duplicate articles and missed coverage identified by MoD have been handled for that month.

- This reporting of each month should be emailed to the Authority's Project Manager by 15 calendar day of each calendar month.
- The elemental breakdown of volumes per day should be available on a central website to specified users to enable analysis of keywords.

CONTINUOUS IMPROVEMENT

9. The Supplier will continually improve the way in which the required Services are to be delivered throughout the Contract duration. Any significant changes in methodology or delivery should be presented as required during regular quarterly Contract review meetings.

10. Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

QUALITY

11. Quality must be delivered to a high standard at all times and be in line with clause 11 of the Framework RM3708 Media Monitoring terms and Conditions.

STAFF AND CUSTOMER SERVICE

12. The Supplier will provide a sufficient level of resource throughout the duration of this Contract in order to consistently deliver a quality service to all Parties.

13. Supplier's staff assigned to this Contract shall have the relevant qualifications and experience to deliver the Contract, including the Contract Manager and the editor or editorial team leader.

14. The suitability and regular use of the same personnel will be a key performance indicator

for the service.

15. The Supplier will ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Customer throughout the duration of this Contract.

16. A full telephone and email based technical Helpdesk will be available from the first day of the Contract start date, as well as a range of training options, from face-to-face, remote learning, online documentation.

17. The Supplier must maintain effective disaster recovery and business continuity plans to maintain communication with the Authority and secure minimum disruption to services.

SECURITY REQUIREMENTS

18. Supplier will comply with the Data Protection Act as per the Terms & Conditions of the Framework.

19. The email distribution list will be treated as confidential and carry the "Official" classification. The distribution list must not be used for any purposes other than for this requirement and not be circulated outside the key stakeholders on this contract.

INTELLECTUAL PROPERTY RIGHTS (IPR)

20. Any product produced by the Supplier will only be used for internal Authority use. Directorate of Defence for Communications has purchased a Newspaper Licensing Agreement.

Keywords

1. This Annex describes the keywords (KW); please note, this list indicative and subject to change. The KW will be provided up on Contract placement, there are currently approx. 70 KWs.

KEYWORD:	
Filter:	
Instructions:	
Only In Connection With:	
Not In Connection With:	
Synonyms:	
Description of Keyword:	
Media Specific:	
KEYWORD:	
Filter:	
Instructions:	
Only In Connection With:	
Not In Connection With:	
Synonyms:	
Description of Keyword:	
Media Specific:	

Sort Sectors

Ministerial/Departmental	
Syria: Current Operations	
Afghanistan: Current Operations	
Defence Equipment & Sales	
Defence	
Veterans	
Royal Navy/Marines	
British Army	
RAF	
NATO	

OFFICIAL-COMMERCIAL

Schedule 1 SOR – Annex A

Russia	
Nuclear	
Europe	
Worldwide	
Middle East	
LEGAL	
Cadets	
ANIMALS	
PASSCHENDAELE	

Sort / Summary Instructions

Distribution:	
Summary:	

Media for Agreement (UK monitoring service only)

Broadcast	
Consumer	
Major Regionals	
Major Regionals	
Major Regionals	
Major Regionals	
Nationals	
Nationals	
Regional	
Regional	
Syndicates	
Trade	
Web & Wires	
X: USA Web & Wires	

Publications

1. A full list of the publications required to be covered in the monitoring service is set out in the table below. There must be scope to update this list of publications with an agreed notice period between the Authority and the Customer upon Contract placement.
2. Please note, the list below is indicative and subject to change.

UK National Publications	
Financial Times	The Times
The Independent / i	Daily Telegraph
The Guardian	Daily Express
Daily Mail	Daily Mirror
The Sun	Daily Star
The Sun on Sunday	Sunday Times
Sunday Telegraph	The Observer
Sunday Express	The Mail on Sunday
Sunday Mirror	The People
The I	Daily Star on Sunday
Mail + (Web)	
HIS Jane's Defence Weekly	Evening Standard
Scottish Publications	
The Press and Journal (Inverness, Highlands & Islands)	The National (Scotland)
Daily Record	
N. Ireland Publications	
Newsletter (Belfast)	Belfast Telegraph
Welsh Publications	
South Wales Echo	
English Regional Publications	
The News (Portsmouth)	Yorkshire Post
Salisbury Journal	The Herald (Plymouth)
Metro	

3. The Authority also requires limited ad-hoc monitoring of specialist publications in support of specific and short-term campaign activity. Publications, such as those produced for the UK ethnic

population or particular trade magazines will be named in advance by the Authority's Customer Campaigns team and the time period for monitoring discussed. This monitoring will be required on a short-term basis to capture individual articles. Examples of the types of specialist publications that may require monitoring on an ad-hoc short-term basis are listed below. Please note these are just examples and not an exhaustive list as the requirement will depend on the nature of the campaign activity.

Specialist Publications (examples)	
The Muslim News	Asian Voice
The Voice	Daily Jang
Daily Asia	Eastern Eye
Des Pardes	Asian Express

*TABLE 1 - SERVICE LEVELS AND SERVICE CREDITS TABLE

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	Daily delivery (electronically) no later than the time specified in paragraph 1.3, including weekends and Bank Holidays.	98%
2	Quality	Articles are reproduced so they can be read in their entirety as an email or PDF, and related imagery is captured with clarity.	98%
3	Customer Service	Risks and Issues concerning delivery or quality will be investigated the same day.	98%
4	Customer Service	Helpdesk support must be available 24hrs per day 7 days per week including Public Holidays, and Bank holidays and weekends. Response to emails within 2 hours. Telephone calls answered or responded to within 15 minutes.	98%
5	Accurate Billing and Reporting	The Supplier will provide accurate and timely billing - Invoice and MI report for the previous month to be provided by 15 calendar day. Invoice must not include cost of duplicate, late or irrelevant articles (articles not contained with keywords).	98%
6	Delivery	The Supplier will respond to requests to change key words and topics, distribution list and implement any other changes before the agreed next day's delivery time.	98%

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7		Missed coverage - Relevant coverage articles not included in the Daily delivery and flagged by MOD, will be defined as being missed from service. This will be due to suppliers' error i.e., human omission, technical issue etc. Late coverage must not be included within invoice.	
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*TABLE 2 - CRITICAL SERVICE LEVEL FAILURE

In relation to the Service Levels and Service Credits Table above, poor performance will be managed as per the Terms & Conditions of the contract and additionally using the Service Credit methodology as follows:

Service Levels				Service Credit for each Service Period
Service Level	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Achievement of All Service levels	Delivery	at least 98% at all times	Daily Achievement of all service levels to be monitored monthly.	2% Service Credit gained for each percentage under the specified Service Level Performance Measure for that months charge.

The Supplier must maintain effective disaster recovery and business continuity plans to maintain communication with the Customer and secure minimum disruption to services.

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\% \text{ (Service Level Performance Measure)} - x\% \text{ (actual Service Level performance)}$ = $x\% \text{ of the Call Off Contract Charges}$ payable to the Customer as Service Credits to be deducted from the next Valid Invoice

Worked example: 98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 75% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) = 23% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer]

*TABLE 3 - PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 Part B to this Call Off Schedule provides the methodology for monitoring the provision of the Services:
 - 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").
- 1.2 Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

- 2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in Table 2 Critical Services above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 8.2 of Part B of this Call Off Schedule above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.1.3 any Critical Service Level Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Customer may reasonably require from time to time.
- 3.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The

Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
 - 3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 3.2.3 be attended by the Supplier's Representative and the Customer's Representative; and be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
 - 3.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.
- 4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call Off Contract.
- 4.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement program pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).

