

FRAMEWORK SCHEDULE 4

ORDER FORM AND CALL OFF TERMS

**Media Monitoring and Evaluation and Related
Services**

PART 1 – ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement RM3708 Media Monitoring and Evaluation and Related Services. The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt this Call Off Contract consists of the terms set out in this Order Form and the Call Off Terms.

DATE 1st March 2016
ORDER NUMBER To be confirmed
FROM Public Health England "CUSTOMER"
TO Precise "SUPPLIER"

SECTION B

1. CALL OFF CONTRACT PERIOD

- 1.1 **Call Off Commencement Date:**
1st March 2016
- 1.2 **Call Off Expiry Date:**
End date of Call Off Initial Period
28th February 2017
End date of Call Off Extension Period
28th February 2018

2. CUSTOMER CORE SERVICES REQUIREMENTS

- 2.1 **Services required**
In Call Off Schedule 2 (Services)
- 2.2 **Location/Sites of Delivery**
N/A
- 2.3 **Dates for Delivery of the Services**
No specific dates, this is an ongoing requirement
- 2.4 **Implementation Plan**
To be agreed between PHE and the Supplier.
- 2.5 **Standards**
In Call Off Schedule 7 (Standards)
- 2.6 **Service Levels and Service Credits**

In Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

2.7 Critical Service Level Failure

In Annex 2 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

2.8 Business Continuity and Disaster Recovery

In Call Off Schedule 9 (Business Continuity and Disaster Recovery)

For the purposes of the definition of "Disaster" in Call Off Schedule 1 (Definitions)

2.9 Performance Monitoring

In Annex 1 to Part B (Additional Performance Monitoring Requirements) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

2.10 Security

In Call Off Schedule 8 (Security)

2.11 Period for providing the Rectification Plan

In Clause 39.2.1(a) of the Call Off Terms

2.12 Exit Management

As per termination clauses

3. SUPPLIER'S INFORMATION

3.1 Supplier's inspection of Sites, Customer Property and Customer Assets

In Clause 46.5 of the Call Off Terms and Call Off Schedule 10 (Exit Management)

3.2 Commercially Sensitive Information

n/a

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

In Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)

5. CALL OFF CONTRACT CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

In Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

5.2 Estimated Year 1 Call Off Contract Charges

Pricing:

Service	Unit of measure	Item price
*Press/Online/Broadcast-Monitoring Service including a Summary of each item - Regional and National Press (2-3 line summary)	Price per item	
Human Driven Evaluation and Analysis Service (6-10): Press items evaluation and analysis	Price per item	
Human Driven Evaluation and Analysis Service - analysis of mainstream coverage up to 250 items and round up of PHE social media activity for the previous month	Additional analysis report - Medium (5-20) pages	
Social Media Monitoring Service	101k - 500k items per month: fixed monthly fee	
Journalist Contact Database Service	Price per license (up to 5)	

*Volumes for media monitoring service incorporate a buffer of up to 20% each month. Volumes for media analysis incorporate a buffer of up to 10% each month.

5.3 Undisputed Sums Limit

N/A

SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

6.1 Call Off Guarantee

N/A

6.2 Key Personnel

[REDACTED]

6.3 Relevant Convictions

Clause 27.2.1 shall apply

6.4 Failure of Supplier Equipment

n/a

6.5 Protection of Customer Data

In line with PHE's terms and conditions

6.6 Limitations on Liability

In Clause 37 of the Call Off Terms

6.7 Insurance

Clause 37 of the Call Off Terms shall apply

6.8 Termination without cause notice period

The minimum number of days for the purposes of Clause 42.6 of the Call Off Terms shall be 60 days

7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

7.1 Supplemental requirements to the Call Off Terms

N/A

7.2 Amendments to/refinements of the Call Off Terms

N/A

7.3 Alternative and/or Additional Clauses (select from Call Off Schedule 14 (Alternative and/or Additional Clauses))

N/A

8. FORMATION OF CALL OFF CONTRACT

8.1 BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services.

8.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

8.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt.

For and on behalf of the Supplier:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	13/06/16

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	12/6/16