



Department for  
International Trade

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Gorkana Group Ltd  
5 Churchill Place  
Canary Wharf  
London  
E14 5HU



6 October 2017

Dear Mr Miller

**Subject: Call Off Contract for Provision of Media Monitoring Services**

**Contract No: DN288215**

This Order Form is issued in accordance with the provisions of Framework Agreement RM3708. The Supplier agrees to supply the Services specified below subject to the terms of this Call Off Contract. For the avoidance of doubt this Call Off Contract consists of the relevant Call Off Terms supplemented by this Order Form together with the Call Off Schedules thereto.

#### SECTION A

<b>Order No.</b>	<b>DN288215</b>
<b>Value:</b>	<b>The maximum value of this Call Off Contract is thirty seven thousand pounds sterling p.a (£37,000)</b>
<b>From:</b>	<b>Department for International Trade acting on behalf of The Secretary of State for International Trade, 3 Whitehall Place, London, SW1A 2AW ("Customer")</b>
<b>To:</b>	<b>Gorkana Group Ltd, Company Registration Number 00874637 of 5 Churchill Place, Canary Wharf, London, E14 5HU NW1 3BF ("Supplier")</b>

#### SECTION B

##### 1. CALL OFF CONTRACT PERIOD

###### 1.1 Call Off Commencement Date:

01 October 2017

###### 1.2 Call Off Expiry Date:

End date of Call Off Initial Period 30 September 2019

End date of Maximum Extension Period 30 September 2020

## **2. CUSTOMER CORE SERVICES REQUIREMENTS**

### **2.1 Services required**

The services required are detailed at Call Off Schedule 2 (Services).

### **2.2 Location/Sites of Delivery**

The services will be delivered either at the Customer's or Supplier's premises as agreed.

### **2.3 Dates for Delivery of the Services**

The services will be provided for the duration of the Call Off Contract Period.

### **2.4 Implementation Plan**

N/A

### **2.5 Standards**

N/A

### **2.6 Service Levels and Service Credits**

The Customer's approach to performance measurement and contract management is attached at Appendix 1 (Performance Management Framework) and Appendix 2 (Governance and Contract Management) to this Order Form. The Customer and Supplier will agree and implement performance measurement and governance structures no later than sixty (60) days from Call Off Commencement Date. Once agreed, such provisions will be incorporated into the Call Off Contract. The parties agree that these provisions will replace Call Off Schedule 5 (Not Used) and Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) will be amended to reflect the agreed changes.

### **2.7 Critical Service Level Failure**

This will be considered and agreed by the parties as part of the process set out at 2.6 above.

### **2.8 Business Continuity and Disaster Recovery**

As per Call Off Schedule 9 (Business Continuity and Disaster Recovery)

### **2.9 Performance Monitoring**

As per paragraph 2.6 above.

### **2.10 Security**

As per Call Off Schedule 8 (Security)

### **2.11 Period for providing the Rectification Plan**

As per Clause **Error! Reference source not found.** of the Call Off Terms

### **2.12 Exit Management**

As per Clause 45.5 of the Call Off Terms and Schedule 10 (Exit Management)

## **3. SUPPLIER'S INFORMATION**

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

N/A

### **3.2 Commercially Sensitive Information**

The Supplier is to provide within thirty (30) days of Call Off Commencement Date.

## **4. CUSTOMER RESPONSIBILITIES**

#### **4.1 Customer Responsibilities**

Customer Responsibilities are as detailed in Schedule 2 (Services).

### **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)**

As set out in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

#### **5.2 Undisputed Sums Limit**

N/A

## **SECTION C**

### **6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS**

#### **6.1 Call Off Guarantee**

N/A

#### **6.2 Key Personnel**

Clause 26 of the Call Off Terms shall apply. The Supplier is required to provide the detail below for key Personnel within 30 days from Call Off Commencement Date.

N/A

#### **6.3 Relevant Convictions**

Clause **Error! Reference source not found.** of the Call Off Terms shall apply

#### **6.4 Failure of Supplier Equipment**

N/A

#### **6.5 Protection of Customer Data**

Clause 34.2.3 of the Call Off Terms and Schedule 8 (Security) shall apply.

#### **6.6 Limitations on Liability**

Clause **Error! Reference source not found.** of the Call Off Terms shall apply

#### **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 **Error! Reference source not found.** of the Call Off Terms shall be ten (10).

### **7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES**

Only as captured within this Order Form

### **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 Customer:

Name and Title	[REDACTED] DEPUTY COMMERCIAL DIRECTOR
Signature	[REDACTED]
Date	5/10/17

For and on behalf of the Supplier:

Name and Title	[REDACTED] UK SALES DIRECTOR
Signature	[REDACTED]
Date	12-10-17