



Crown
Commercial
Service

**A CONTRACT BETWEEN DEFENCE EQUIPMENT AND
SUPPORT. AN ARMS LENGTH BODY OF THE MINISTRY
OF DEFENCE**

-AND-

GORKANA GROUP LIMITED

**MEDIA MONITORING
CCCS17A07**

OFFICIAL-SENSITIVE

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 9th June 2017

ORDER NUMBER CCCS17A07

FROM **Defence Equipment and Support “CUSTOMER”**
REDACTED
REDACTED
REDACTED

TO **Gorkana Group Limited “SUPPLIER”**
REDACTED,
REDACTED,
REDACTED,

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1 Call Off Commencement Date:

19th June 2017

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

18th June 2018

End date of Call Off Extension Period

18th June 2019

2. CUSTOMER CORE SERVICES REQUIREMENTS

2.1 Services required

Media Monitoring for Defence Equipment and Support. Full details can be found In Call off Schedule 2 (Services).

2.2 Location/Sites of Delivery

At the Supplier’s Premise

2.3 Dates for Delivery of the Services

Initial Briefing within 1 week of contract award

Media Monitoring be delivered within 2 weeks of contract award.

Delivery of the first quarterly evaluation report within 3 months of commencement of services.

Benchmarking report of current media perception of Defence Equipment and Support across all relevant media channels within 1 month of contract award.

2.4 Implementation Plan

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

2.5 Standards

In Call Off Schedule 7 (Standards)- NO additional standards have been included in this contract.

2.6 Service Levels and Service Credits

In Part A of Call Off Schedule 6 - Service credits of 1% for every whole % below the contract SLA's will be applicable. These will be monitored on a monthly basis by the Customer, who will notify the Supplier if they have failed to achieve any of the above SLA's in a given month. Full details can be found 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 - In relation to all SLA's, a Critical Service Level Failure shall include failure to meet the KPI for 3 consecutive months. If this event occurs, the Customer reserves the right to terminate this agreement in line the Critical Service Level Failure provided within this

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) the "Disaster Period shall be 1 week.

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

5 working days

2.12 Exit Management

As per Schedule 10 (Exit Management)

3. SUPPLIER'S INFORMATION

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

Not Required

3.2 Commercially Sensitive Information

Pricing breakdown, excluding the overall contract cost to be published for transparency purposes.

The Supplier's quality tender response.

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

Twenty Thousand Pounds (£25,000). This is estimated contact spend and is no guarantee of payment. Payment will be made monthly based on actual use.

5.3 Undisputed Sums Limit

For the purposes of Clause 43.1.1 the Undisputed Sums Limit shall be One Thousand Six Hundred pounds (£2,000) This is based on 1 month estimated spend.

SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

6.1 Call Off Guarantee

Not Used

6.2 Key Personnel

In Part C of Call off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and Clause 26 of the Call off Terms shall apply

6.3 Relevant Convictions

Clause **Error! Reference source not found.** shall apply

6.4 Failure of Supplier Equipment

Clause 32.8 of the Call off Terms shall apply. For the purposes of Clause 32.8, the value for X shall be two (2) and the value for Y shall be twelve (12)

6.5 Protection of Customer Data

As per clause 34.2.3

6.6 Limitations on Liability

In Clause **Error! Reference source not found.** 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 **Error! Reference source not found.** of the Call Off Terms shall be 30 days.

7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

7.1 Supplemental requirements to the Call Off Terms

Not Used

7.2 Amendments to/refinements of the Call Off Terms

Not Used

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

MOD (Ministry of Defence) additional clauses as per Call Off Schedule 14 will apply.

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	

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	