

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

### Order Form

CALL-OFF REFERENCE:	705423450
THE BUYER:	<b>Christine Barclay</b>
BUYER ADDRESS	Level 2, Kentigern House, 65 Brown Street, Glasgow G2 8EX
THE SUPPLIER:	Precise Media Monitoring LTD, (Trading As Onclusive)
SUPPLIER ADDRESS:	222 Greys Inn Road
REGISTRATION NUMBER:	tba
DUNS NUMBER:	tba
SID4GOV ID:	tba

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of Media Monitoring Service and dated [20 January 2023.

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 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. CCS Core Terms (version 3.0.7)
3. 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 Buyer's obligation to the Supplier in relation to licenses from the Newspaper Licensing Agency (NLA) and Copyright Licensing Agency (CLA):*

*All Services are provided subject to the Buyer obtaining relevant Newspaper Licensing Agency and/or Copyright Licensing Agency licenses and abiding by its terms. It is the Buyer's responsibility to verify any need for such a licence, and to obtain and maintain any such necessary licences or permissions*

#### *Intellectual Property Rights:*

*For the avoidance of doubt all services provided are subject to the Supplier background IPR as set noted in Clause 9 of the Core Terms. The Supplier retains all rights, title and interest in and to the Background Intellectual Property Rights.*

<b>CALL-OFF START DATE:</b>	<b>21 January 2023</b>
<b>CALL-OFF EXPIRY DATE:</b>	<b>20 January 2025</b>
<b>CALL-OFF INITIAL PERIOD:</b>	24 months with the option to extend for 12 months

### **CALL-OFF DELIVERABLES**

At Annex A – Schedule of Requirements

### **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 **£30,000** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

#### **CALL-OFF SPECIAL TERMS**

At Annex B – MOD Terms and Conditions.

#### **REIMBURSABLE EXPENSES**

None

#### **PAYMENT METHOD**

##### **Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

#### **BUYER'S INVOICE ADDRESS:**

Name: Sandra Gill

Role: DDC-FFBS Contract AH

Email address: Sandra.gill657@mod.gov.uk

Address: MOD, Main Building, Whitehall, London SW1A 2HB

#### **BUYER'S AUTHORISED REPRESENTATIVE**

Name: Christine Barclay



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

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Role: Def Comrcl-HO BP2-1c

Email address: Christine.barclay270@mod.gov.uk

Address: Level 2, Kentigern House, 65 Brown Street, Glasgow G2 8EX

**BUYER'S ENVIRONMENTAL POLICY**

tba

**BUYER'S SECURITY POLICY**

Cyber : RAR-582458187 – Cyber Risk Profile not applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Name : Oliver Gardner

Role: Commercial Director

Email address: Oliver.gardner@onclusive.com

Address: 222 Greys Inn Road, London WC1X 8HB

**SUPPLIER'S CONTRACT MANAGER**

Name: Anna Chadwick

Role: Account Director

Email address: Anna.chadwick@onclusive.com

Address: 222 Greys Inn Road, London WC1X 8HB

**PROGRESS REPORT FREQUENCY**

As per Annex A

**PROGRESS MEETING FREQUENCY**

As per Annex A

**KEY STAFF**

Name: tba

Role: tba

Email address :

Address :

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

Commercial – Payment Schedule

**SERVICE CREDITS**

Service Credits will accrue in accordance with Annex A(ii).

The Service Credit Cap is: see Annex A(ii).

The Service Period is: see Annex A(ii).

A Critical Service Level Failure is: as per Annex A(ii).

**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 of Rm6134

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	Christine Barclay (signed electronically 27/01/23 11:30)
Name:		Name:	Christine Barclay
Role:		Role:	Commercial Officer
Date:		Date:	27/01/23



## STATEMENT OF REQUIREMENT FOR MEDIA MONITORING

### Requirement Overview

1. **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 0630hrs Mon-Fri and 0800hrs on weekends and Bank holidays. The articles should be emailed as a single daily digest to a pre-determined address list (currently approx. 170 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.
2. **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.
3. 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 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 2 concurrent users.
4. **Helpdesk support** should 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.
5. Specific requirements for the services are listed in the following tables:

Requirement ID	Requirement Heading	Requirement Description
<b>1</b>	<b>Press and Online Monitoring</b>	
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	Electronic delivery of articles to an agreed distribution list <u>must</u> be no later than 06:30hrs weekday mornings, 08:00hrs at weekends 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



		<p>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 120 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.

<b>2</b>	<b>Journalist Contact Database</b>	
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.

<b>3</b>	<b>Helpdesk</b>	
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.

<b>4</b>	<b>Forward Planning Service</b>	
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.

<b>5</b>	<b>Automated Sentiment Analysis</b>	
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.

<b>6</b>	<b>Contract Review Meetings</b>	
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 have been handled for that month.

- This reporting of each month should be emailed to the Authority's Project Manager within 5 working days of the end 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.

<b>KEYWORD:</b>	
Filter:	
Instructions:	
Only In Connection With:	
Not In Connection With:	
Synonyms:	
Description of Keyword:	
Media Specific:	
<b>KEYWORD:</b>	
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	
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 shall 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.

<b>UK National Publications</b>	
<b><i>Financial Times</i></b>	<b><i>The Times</i></b>
<b><i>The Independent / i</i></b>	<b><i>Daily Telegraph</i></b>
<b><i>The Guardian</i></b>	<b><i>Daily Express</i></b>
<b><i>Daily Mail</i></b>	<b><i>Daily Mirror</i></b>
<b><i>The Sun</i></b>	<b><i>Daily Star</i></b>
<b><i>The Sun on Sunday</i></b>	<b><i>Sunday Times</i></b>
<b><i>Sunday Telegraph</i></b>	<b><i>The Observer</i></b>
<b><i>Sunday Express</i></b>	<b><i>The Mail on Sunday</i></b>
<b><i>Sunday Mirror</i></b>	<b><i>The People</i></b>
<b>Scottish Publications</b>	
<b><i>The Herald</i></b>	<b><i>The Scotsman</i></b>
<b><i>Daily Record</i></b>	<b><i>The Scotsman on Sunday</i></b>
<b><i>The Herald on Sunday</i></b>	
<b>Welsh Publications</b>	
<b><i>Western Mail</i></b>	
<b>English Regional Publications</b>	
<b><i>Portsmouth News</i></b>	<b><i>Western Daily Press</i></b>
<b><i>Eastern Daily Press</i></b>	<b><i>Plymouth Herald</i></b>

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.

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



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\*Please note, this section will be included within any resulting contract

**\*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 5.2.4, 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 resolved same day.	98%
4	Customer Service	Helpdesk support shall be available 24hrs per day 7 days per week including 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 within 5 working days of the end of that month as outlined in sections 9 and 18. Invoice should not include cost of duplicate or irrelevant articles.	98%
6	Account Management	Provision of continuity of Supplier Account Manager. Any changes must be notified two weeks in advance of change.	98%
7	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%
8	Delivery	Request for changes to the format or layout of delivery must be accommodated and actioned within 3 working days.	98%

OFFICIAL-COMMERCIAL

\*Please note, this section will be included within any resulting contract

9	Delivery	The Authority will notify the supplier of changes to keywords and topics no later than 3pm the day before the next day's delivery, the publication list no later than 48 hours before the required time of delivery and distribution list no later than 24 hours before delivery.	98%
10	Delivery	The Authority will provide details of Ad-Hoc specialist publications that require monitoring and the period it will be required giving at least 5	98%



# OFFICIAL-COMMERCIAL

\*Please note, this section will be included within any resulting contract

## \*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 Performance Criterion	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 payable by the Customer

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]

\*Please note, this section will be included within any resulting contract

**\*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 paragraph 8.2 of Part B of this Call Off Schedule 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



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\*Please note, this section will be included within any resulting contract 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 programme pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).

### 5 Costs and Services

*5.1 The contract yearly value is £22,300 per annum as per the pricing schedule as stated in your tender. This contract includes the following services:*

*5.2 Total Value of Tender proposed includes a Firm Price for up to 3000 Press and Online coverage items per month + automated summaries and access for 1 concurrent user to the journalist database service."*

# DEFFORM 111

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: Christine Barclay

Address: Level 2, HOCS Commercial, Kentigern House, 65 Brown Street, Glasgow G2 8EX

Email: Christine.barclay270@mod.gov.uk ☎☎

#### 2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: Sandra Gill

Address Directorate of Defence Communications, Ground Floor Zone B, Ministry of Defence Main Building, Horse Guards Avenue, Whitehall, London SW1A 2HB

Email: [Sandra.gill657@mod.gov.uk](mailto:Sandra.gill657@mod.gov.uk) ☎☎

#### 3. Packaging Design Authority Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

☎☎

#### 4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name:

☎☎

(b) U.I.N.

#### 5. Drawings/Specifications are available from

1. Intentionally Blank

#### 7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

8. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

9. **Consignment Instructions** The items are to be consigned as follows:



**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B.JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

**Website is:**

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

**1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

**2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

## **General Conditions**

### **Third Party IPR Authorisation**

#### **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

### **Bespoke - ITT - Annex A - Limitation of Contractors Liability**

#### **1. LIMITATIONS ON LIABILITY**

##### **Definitions**

1.1 In this Condition [1] the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

"Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

'DPA 2018' means the Data Protection Act 2018;

"Law" means any applicable law, subordinate legislation within the meaning of section 21(1)



of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in [cross refer to service credit regime in the contract];

“Term” means the period commencing on [the commencement date / the date on which this Contract is signed / the date on which this Contract takes effect] and ending [on the expiry of x years /on x date] or on earlier termination of this Contract.

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

1.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);

1.3.1.2 the Contractor's indemnity in relation to TUPE at Schedule [(TUPE)];

1.3.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

1.3.2.1 the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

1.3.2.2 the Authority's indemnity in relation to TUPE under Schedule [(TUPE)];

1.3.3 breach by the Contractor of [***the Commercial Officer to include as appropriate*** [DEFCON 532A] [532B] [joint controller provisions set out at Clause [ ] and Data Protection Legislation; and

1.3.4 to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

1.3.5 For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 1.4 and/or 1.5 below.

## **General**

### **DEFCON 005J**

DEFCON 005J (Edn. 11/16) - Unique Identifiers

### **DEFCON 129J**

DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form

### **DEFCON 501**

DEFCON 501 (Edn. 10/21) - Definitions And Interpretations

### **DEFCON 502**

DEFCON 502 (Edn. 05/17) - Specifications Changes

### **DEFCON 503**

DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract

### **DEFCON 507**

DEFCON 507 (Edn. 07/21) - Delivery

### **DEFCON 513**

DEFCON 513 (Edn. 04/22) - VAT and other Taxes

### **DEFCON 514**

DEFCON 514 (Edn. 08/15) - Material Breach

### **DEFCON 515**

DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency

### **DEFCON 516**

DEFCON 516 (Edn. 04/12) - Equality

### **DEFCON 518**

DEFCON 518 (Edn. 02/17) - Transfer

### **DEFCON 520**

DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission

### **DEFCON 522**

DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due

### **DEFCON 526**

DEFCON 526 (Edn. 08/02) - Notices

### **DEFCON 527**

DEFCON 527 (Edn. 09/97) - Waiver

### **DEFCON 528**

DEFCON 528 (Edn. 07/21) - Import and Export Licences

### **DEFCON 531**

DEFCON 531 (Edn. 09/21) - Disclosure of Information

### **DEFCON 532B**

DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)



**DEFCON 534**

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

**DEFCON 537**

DEFCON 537 (Edn. 12/21) - Rights of Third Parties

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 550**

DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law

**DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

**DEFCON 608**

DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

**DEFCON 609**

DEFCON 609 (Edn. 07/21) - Contractor's Records

**DEFCON 620**

DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure

**DEFCON 632**

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

### CALL OFF CONTRACT CHARGES

This is a Call Off contract as the volumes are not known yet, therefore the following rates will be used for benchmarking the contract and managing costs. All Invoicing must be in line with the rates in the table below. Initial volumes will be discussed at the contract inception meeting and will be varied into the contract by way of Change Control notice.

The Maximum budget for the contract is [REDACTED] per annum.

Service	Volumes	Unit of Measure	Firm Price (£ ex VAT)
<b>Press Monitoring Service – Regional and National Press (and ad hoc specialist publications)</b>	0 - 250 items per month: price per item	Price per item	£ [REDACTED]
	251 - 500 items per month: price per item	Price per item	[REDACTED] per month
	501 - 1000 items per month: price per item	Price per item	[REDACTED] per month
	1001 - 2000 items per month: price per item	Price per item	[REDACTED] per month
	2001+ items per month: price per item	Price per item	[REDACTED] per month (Firm Price for up to 3000 items per month)
<b>Press Monitoring Service Including a Summary of each item – Regional and National Press (and ad hoc specialist publications)</b>	0 - 250 items per month: price per item	Price per item	[REDACTED] per month (Firm Price inc. Automated Summaries only)
	251 - 500 items per month: price per item	Price per item	[REDACTED] per month (Firm Price inc. Automated Summaries only)
	501 - 1000 items per month: price per item	Price per item	[REDACTED] per month (Firm Price inc. Automated Summaries only)
	1001 - 2000 items per month: price per item	Price per item	£ [REDACTED] per month (Firm Price inc. Automated Summaries only)



			Automated Summaries only)
	2001+ items per month: price per item	Price per item	per month (Firm Price for up to 3000 items per month inc. Automated Summaries)
Online Monitoring Service – Regional and National Press	0 - 250 items per month: price per item	Price per item	per month
	251 - 500 items per month: price per item	Price per item	per month
	501 - 1000 items per month: price per item	Price per item	per month
	1001 - 2000 items per month: price per item	Price per item	per month
	2001+ items per month: price per item	Price per item	per month (Firm Price for up to 3000 items per month)
Online Monitoring Service Including a Summary of each Item – Regional and National Press	0 - 250 items per month: price per item	Price per item	per month (Firm Price inc. Automated Summaries only)
	251 - 500 items per month: price per item	Price per item	per month (Firm Price inc. Automated Summaries only)
	501 - 1000 items per month: price per item	Price per item	per month (Firm Price inc. Automated Summaries only)
	1001 - 2000 items per month: price per item	Price per item	per month (Firm Price inc.)





			Automated Summaries only)
	2001+ items per month: price per item	Price per item [REDACTED]	£[REDACTED] per month (Firm Price for up to 3000 items per month inc. Automated Summaries)
<b>Monthly Fee for Online AND Press Monitoring Service – Regional and National Press</b>	N/A	Monthly Fee £[REDACTED] (assumes up to 3000 items per month)	£[REDACTED] (Firm Price for up to 3000 items per month)
<b>Monthly Fee for Online AND Press Monitoring Service including a Summary of each Item – Regional and National Press</b>	N/A	Monthly Fee £[REDACTED] (assumes up to 3000 items per month inc. Automated Summaries))	£[REDACTED] (Firm Price for up to 3000 items per month inc. Automated Summaries))
<b>Journalist Contact Database Service</b>	Single Licence	Price per licence (annual)	£[REDACTED] per year
	2-5 Licences	Price per licence (annual)	£[REDACTED] per year
	5+ Licences	Price per licence (annual)	£[REDACTED] per year

**Assumptions and Notes: (Precise Media Monitoring Ltd. trading as Onclusive)**

- All pricing is exclusive of VAT
- Coverage volume assumptions have been made in order to provide accurate pricing. During the contract Inception meeting, Firm Price per month costs can be reviewed based on teams requirements and expected monthly volumes.
- Pricing reflects a human-approved media monitoring service to ensure the accuracy and relevance of coverage delivered – not an automated monitoring service.
- Pricing reflects the inclusion of automated coverage summaries only. Additional charge is applicable where bespoke, human-written coverage summaries are requested.
- Tenderer's Sensitive Information (To be defined in DEFFROM 539A – awaiting from MOD): Pricing (Per Item and Fixed Monthly Fee costs) are considered confidential and should not be shared outside the MOD to protect our commercial stance against our competitors and due to the preferential rates offered. Period of exemption sought = 24-months from contract commencement.