



Department
for Environment
Food & Rural Affairs

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Leeds, LS11 9AT

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helpline@defra.gov.uk
www.gov.uk/defra

Onclusive
222 Grays Inn Road
London
WC1X 8HB

Our ref: [REDACTED]
Date: 13 April
2022

Dear Sir/Madam

Award of contract for the supply Media Monitoring and Evaluation

Following your proposal for the supply of Media Monitoring and Evaluation to Department for Food, Environment & Rural Affairs, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Department for Food, Environment & Rural Affairs as the Authority and Onclusive as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. The Services shall be performed at the Supplier's premises
2. The charges for the Services shall be set on in the terms attached to this email
3. The Term shall commence on 1 May 2022 and the Expiry Date shall be 30 April 2024, with the option to extend for a further 2 years.
4. The following clauses will be included in the main terms and conditions as special call off terms:

a.

5. The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED] You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED]

Liaison

For general liaison your contact will continue to be [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The [Authority] would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Onclusive

Yours faithfully,

[REDACTED]

Defra Group Commercial

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.

[REDACTED]

[REDACTED]