



Annex 1: Statement of Works: Media Monitoring and Analysis

BETWEEN

NHS England and NHS Improvement ('the Authority')

AND

Precise Media Monitoring Ltd. (trading as Kantar) ('the Supplier')

Contract Term:

Contract Start Date: 01 May 2021

Contract Term: 6-months Initial Term + Monthly Rolling (30-days' notice period following Initial Term)

Commercials:

All services outlined in the Statement of Works will be invoiced monthly against the PO 600195001. All invoices will be submitted to the Tradeshift portal for payment.

Total Value of PO 600195001: £66,710 (Period covered is May 2021 – February 2022)

Monthly Service Costs: **Redacted** Under FOIA. Commercial Interests + VAT

Services Provided under this Agreement:

Media Monitoring

News monitoring and analytics via Reputation Platform

All key print, broadcast, online media

- Up to 5900 items delivered per month + 10% Buffer
- Should the volume of coverage increase by more than 10% above the agreed monthly limit in any month, this additional content will be charged at £1.50 per item.
- Daily Coverage Emails to include 2 x Versions – *Summary and Links* and *Summary Only*

Unlimited access to Reputation Platform / Mobile App

Sector Reports

Access to Precise Sector Reports

- All available sector reports



<p>Media Analysis Quantitative analysis via Media Platform+</p>	<ul style="list-style-type: none"> • Up to 1700 items analysed per month + 10% Buffer • Should the volume of coverage analysed increase by more than 10% above the agreed monthly limit in any month, this additional content will be charged at Redacted Under FOIA. Commercial Interests per item. • Metrics determined by NHSE/I • Monthly Media Analysis Report
<p>Added Value Agreement includes:</p>	<ul style="list-style-type: none"> • 24/7 Account Management and Client Services Support • Unlimited training across all Kantar Services • Copyright Consultancy – NLA/CLA licensing • Mobile App – unlimited access • Reputation platform – unlimited access • Sector Reports

Terms and Conditions:

This Statement of Works is governed by the **NHS terms and conditions for provision of services: purchase order version** dated 01 May 2021.

The following clauses have been amended to reflect the nature of this service and are applicable from the Commencement Date of 01 May 2021 and only applicable to this Statement of Work.

Definition:

'Permitted Purpose' means the use of the Services in accordance with this Agreement and/or Statement of Work and the purpose for which the Services are supplied

1. Clause 10.1.6 shall be replaced by the following:

Receipt of the Services by or on behalf of the Authority will not infringe any third party rights, to include without limitation any Intellectual Property Rights.

2. Clause 11 Intellectual Property shall be replaced by the following:

11.1 The Supplier warrants it is licensed to act as a media monitoring agent by both the Copyright Licensing Agency (CLA), Newspaper Licensing Agency (NLA) and other applicable licensing agencies.

11.2 Copyright in the content in any deliverable remains with the original copyright holder. Depending on the use the Authority makes of any content it may require a licence from either of the CLA (see www.cla.co.uk), the NLA (see www.nla.co.uk) or other applicable licensing authority or copyright holder. The Authority acknowledges that it is their sole responsibility to verify any need for such a licence, and to obtain and maintain any such necessary licences or permissions.

11.3 Unless the Authority obtains the relevant licenses and/or permissions as detailed in clause 11.2 the Authority is not permitted to further reproduce, copy (including electronically), distribute, display, sell, publish, broadcast, circulate, deliver or transmit news articles and/or online web content (or copies thereof) either internally or to any third party. The Authority acknowledges and agrees that it shall not make unlicensed copies of the content supplied by the Supplier.

11.4 The Supplier retains all rights, title and interest in and to the Background Intellectual Property Rights.

11.5 The Supplier hereby grants to the Authority a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Contract), revocable, fully paid, royalty-free license to use the Background Intellectual Property Rights to the extent they are included in, and as necessary to use and exploit internally, the deliverable(s) and solely as incorporated in such deliverable(s). Further, all materials and intellectual property owned by third parties (such as third party data, images and software) shall remain the sole and exclusive property of such third parties, except as may be otherwise provided in an applicable agreement with such party, and subject to their license terms. License (access to the Kantar service and Reputation platform) will be revoked if NHSE/I are using the service without a valid NLA and/or CLA license, found to be in breach of copyright and IPR by the NLA and/or CLA or in breach of the contract terms and conditions.

3. Clause 12.1.3 shall be replaced by the following:

Any breach of Clause 10.1.6; and/or

4. A new clause 12.4 and 12.5 shall be added as per the following:

12.4 The Authority shall indemnify and agrees to keep indemnified the Supplier on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim in respect of the Authorities use of, onward distribution or possession of the content of the deliverable that infringes any Intellectual Property Rights of any third party only where the Authorities use of the Services is in not in accordance with the Permitted Purpose.

12.5 The Supplier shall indemnify and agrees to keep indemnified the Authority on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the Authorities use of the Supplier's platform, website or software infringes any intellectual property right of any third party only where the Authorities use of the Services is in accordance with the Permitted Purpose

5. Clause 12.2 shall be replaced by the following:

Liability under Clauses 12.1.1 and 17.13 of this Schedule 2 shall be unlimited. Liability under Clauses 12.1.2, 12.1.3 12.1.4, 12.4 and 12.5 (above) of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2. Liability cap is £1 million and Indemnity cap is £1 million.

Where there is a conflict of terms between this Statement of Work and the Agreement the terms of the Statement of Work shall prevail.

AGREEMENT:

By execution of this SOW each party acknowledges and agrees that this is the description of services for this engagement

In signing this Statement of Work, both parties agree to the provisions set out in this Statement of Work.

The Supplier		The Authority	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	