Order Form and Order Schedules Order Form

ORDER REFERENCE: **CCZZ24A02**

THE BUYER: **The Cabinet Office**

BUYER ADDRESS The Capital Building, Old Hall Street, Liverpool, L3 9PP

## THE SUPPLIER: PRECISE MEDIA MONITORING LTD

SUPPLIER ADDRESS: Floor 7, Fora-Montacute Yards, Shoreditch High Street, London E1 6HU

REGISTRATION NUMBER: 03247942

DUNS NUMBER: 525,621,686

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables.

It’s issued under the DPS Contract with the reference number CCZZ24A02 for the provision of Media Monitoring Service

## DPS FILTER CATEGORY(IES):

Media Monitoring

## ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) CCZZ24A02 DPS Contract reference number
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
   * Joint Schedules for CCZZ24A02 DPS RM6126
     + Joint Schedule 2 (Variation Form)
     + Joint Schedule 3 (Insurance Requirements)
     + Joint Schedule 4 (Commercially Sensitive Information)
     + Joint Schedule 7 (Financial Difficulties)
     + Joint Schedule 10 (Rectification Plan)
     + Joint Schedule 11 (Processing Data)
   * Order Schedules for CCZZ24A02 DPS RM6126
     + Order Schedule 1 (Transparency Reports)
     + Order Schedule 2 (Staff Transfer)
     + Order Schedule 3 (Continuous Improvement)
     + Order Schedule 5 (Pricing Details)
     + Order Schedule 7 (Key Supplier Staff)
     + Order Schedule 8 (Business Continuity and Disaster Recovery)
     + Order Schedule 9 (Security)
     + Order Schedule 10 (Exit Management)
     + Order Schedule 14 (Service Levels)
     + Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) DPS RM6126
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

## ORDER SPECIAL TERMS

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.

Liability:

In relation to clause 9.5 of the Core Terms, the Supplier will not be held liable and indemnify the Buyer where result of the IPR breach is caused by the Buyer not being licensed by the NLA, CLA or other responsible licensing body or using the deliverables in a manner not consistent with the terms of use of the Contract or the licensing terms.

Where it is the found that the Buyer is in breach of IPR and where the action is not attributable to the acts of omission of the Supplier or any Staff the Buyer shall indemnify and keep indemnified, the Supplier in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Supplier.

Termination:

Subject to earlier termination under clause 10.4, this Agreement shall continue in force for a period as specified in the Order Form, from the Start Date. This supersedes Clause 10.2

If written notice not to renew is not received by the Buyer during the no less than 60 days before the end of the Contract Period, then this service will auto renew for a further 12 months. Cancellation of the service mid-term will result in the outstanding charge for the unexpired period becoming due.

Service Levels:

"Service Credit Cap" means 3% of total quarterly amount

ORDER START DATE: 1st June 2024 ORDER EXPIRY DATE: 31st May 2026

ORDER INITIAL PERIOD: 2 Years with the option to extend for 1 year. (2+1).

## DELIVERABLES

See details in Order Schedule 20 (Order Specification)

## MAXIMUM LIABILITY

The limitation of liability for this Order 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

# £40,000

## ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

Pricing will remain firm throughout the duration of the contract.

## REIMBURSABLE EXPENSES

None

## PAYMENT METHOD

Invoice

## BUYER’S INVOICE ADDRESS:

The Capital Building, Old Hall Street, Liverpool, L3 9PP

## BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40 Personal Information.**

BUYER’S ENVIRONMENTAL POLICY

# Not Applicable

## BUYER’S SECURITY POLICY

Appended at Order Schedule 9 (Security)

## SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40 Personal Information.**

## SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40 Personal Information.**

## PROGRESS REPORT FREQUENCY

As per Order Schedule 1 (Transparency Reports)

## PROGRESS MEETING FREQUENCY

On an Annual basis on the anniversary of the contract. Meeting to be conducted virtually.

## KEY STAFF

**REDACTED TEXT under FOIA Section 40 Personal Information.**

## KEY SUBCONTRACTOR(S)

Not Applicable E-AUCTIONS

Not applicable

## COMMERCIALLY SENSITIVE INFORMATION

Order Schedule 5 (Pricing Details) for 12 Months

## SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

## ADDITIONAL INSURANCES

Not applicable

## GUARANTEE

Not applicable

## SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **REDACTED TEXT under FOIA Section 40 Personal Information.** | Signature: | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
| Name: | **REDACTED TEXT under FOIA Section 40 Personal Information.** | Name: | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
| Role: | **REDACTED TEXT under FOIA Section 40 Personal Information.** | Role: | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
| Date: | **REDACTED TEXT under FOIA Section 40 Personal Information.** | Date: | **REDACTED TEXT under FOIA Section 40 Personal Information.** |