

PART 1 – ORDER FORM



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EBSCO INTERNATIONAL INC
6th Floor Civic Centre, Silver Street, Enfield, Middlesex, EN1 3XA
(Registered No. FC16134)

Date: 07/10/2024

Dear Sirs

Call-Off Contract No PRO6203 C293505 for the supply of Goods and/or Services

- 1 Further to the Framework Agreement which commenced on 1st August 2023, we wish to instruct you to supply the Goods and/or Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 The particulars of this Call-Off Contract are set out below:

Item	Description
Order Form Reference: (Front page of Call-Off Terms and Conditions)	<p>The Order Form Reference is PRO6203 C293505- Serials, Periodicals, and Associated Services (Print and Digital) under Framework LIB4054 SU Lot1:</p> <p>Full subscription management service. This Lot is intended for suppliers delivering comprehensive academic library subscription services from any publisher willing to contract via a subscriptions agent, including both print and digital resources</p>

	with a subscriptions management portal and appropriate consolidation service.			
Parties	Between: (1) UK Health Security Agency ,10 South Colonnade, London, E14 4PU (Customer) and (2) EBSCO INTERNATIONAL INC (company number FC16134) whose registered office is at 6 th Floor Civic Centre, Silver Street, Enfield, Middlesex, EN1 3XA (Supplier).			
Call-Off KPIs (Cl. 1.1)	The Framework Agreement KPIs are as set out in the below table, under Applicable Lot 1			
		KPI title	Performance Indicator	Required Standard
	1	Timely reporting of spend and KPI data	Suppliers to submit spend and KPI data on time as set out in section 3.5 of this specification	100% submitted (or framework manager informed, in case of technical issues) by the deadline
	2	Resolution of queries	Member Institution to be informed of resolution of queries or meaningful response (acknowledgement and update on actions being taken) where reliant on publisher for information, with details of action being taken and next steps.	Measured only – suppliers to report but no target set
	3	Order confirmation	Written/email confirmation of all orders being placed with the publisher to be provided to member institution within 5 working days, including title, volume/issue, start and end date (orders only) current price (including original currency price where applicable), subscription period, delivery address and anticipated first delivery date.	85% of confirmations within 5 working days of receipt of order from Member Institution
	4	Cancellation confirmation	Written/email confirmation that cancellations have been passed to the publisher to be provided to member institution within 5 working days, including title, volume/issue, end date of final issue; last paid price (including original currency price where applicable), delivery address and anticipated final delivery date.	Unmeasured
	5	Accuracy of renewals and new orders	Achieve correct handling and accuracy of at least 99% of new orders and renewals. Order accuracy to include but not limited to:	Unmeasured

			<ul style="list-style-type: none"> • Correct title; • Correct start date and issue volume / number • Correct pricing (including pricing tier / band, publisher list price etc. • Correct delivery address (print subscriptions) • Correct electronic access activation details provided 	
	6	Invoice and credit note accuracy	At least 99% of invoices, credit and financial statement transactions without error	Unmeasured
	7	Credit notes	(b) All credits raised shall be sent to the institution within 1 calendar month <ul style="list-style-type: none"> - For supplier-raised credits this means within 1 month of the credit need being identified - For credits reliant on a publisher this means within 1 month of the credit/refund being received from the publisher by the supplier 	100% within 1 calendar month
	8	Claims Processing - Print	All claims for missing printed material to be processed within two working days of notification by the member institution or identification by consolidation team	85% Missing print material within 2 working days
	9	Claims Processing - Electronic	All claims for loss of e-access to be processed on the same working day if received before 4pm, otherwise within 24 hours	
	10	Claims Reporting	c) Missing Print claims - Weekly updates / status reports as set out in 5.4 above to be sent to Member Institutions and be visible via the Subscription Management System (d) E-access claims: immediate notification to member institution on resolution notification being received from publisher. Regular updates to member institution every 48 hours as per section 4.4 above until issue is resolved and to include estimated time for resolutions and action being taken by agent in the event of lack of response / action by publisher	Unmeasured
	11	Consolidation Services	Suppliers must provide consolidation services with 99% of consolidation requirements handled accurately, to include: <ul style="list-style-type: none"> • the correct delivery address, • correct content 	Unmeasured

			<ul style="list-style-type: none"> correct and accurate processing to customer requirements including labels, class number, volume and issue details 	
	12	Transfer of Subscriptions	Provided the Member Institution gives at least 3 months' notice, transfer of Supplier will be completed on 97% of current subscription holdings by the start of the next subscription period.	Unmeasured
	13	Transfer of Subscriptions	Outgoing Supplier to provide the Member Institution with full information on current subscription holdings, including original start dates and current expiry dates, within five working days of the request.	Unmeasured
	14	Availability of Subscription Management System	Access to Subscription Management System 24 hours a day 7 days a week no less than 99.4% of the time	More than 99.4% availability
Charges (Cl.1.1)	<p>The Charge for this Order is: £1.9m</p> <p>Handing charges per the Framework:</p> <ul style="list-style-type: none"> Print subscriptions at 2.5% HC Online subscriptions at 1% HC 			
Contract End Date (Cl. 1.1)	<p>Means:</p> <ul style="list-style-type: none"> The expiry date of the last Serial Subscription ordered with the Supplier and any outstanding Claims have been closed in accordance with the Call-Off Terms and Conditions. The contract end date: 31/05/2026 			
Customer Liability Cap (Cl. 1.1)	Means the amount of £10,000 (Ten thousand pounds)			
Delivery Date(s) (Cl. 1.1)	Not applicable			
Defects Rectification Period (Cl. 1.1)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 (twelve) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under Clause 6.5 of the Call-Off Terms and			

	Conditions, the period ending 12 (twelve) months after replacement of such Goods.
Goods (Cl. 1.1)	The Goods to be supplied under this Call-Off Contract are as follows: Any printed material ordered and supplied.
Premises (Cl. 1.1)	Supplier's Premises
Services (Cl. 1.1)	The provision of services associated with the supply of electronic and printed serials, journals, including domestic and overseas materials as set out in the Framework Agreement Schedule 1: Specification
Services Commencement Date (Cl. 1.1)	Supply of the Services is to commence on the signature date of this contract
Services End Date (Cl. 1.1)	Supply of the Services is to end on the 31/05/2026
Supplier Liability Cap (Cl. 1.1)	Means the amount of £5,000,000 (Five million pounds)
Instalments (Cl. 9.4)	NOT USED
Notices (Cl. 21.3)	<p>Any written notice provided under Clause 21.1 shall be sent:</p> <p>In the case of the Customer:</p> <p>To: UK Health Security Agency 10 South Colonnade London E14 4PU</p> <p>Marked for the attention of: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>In the case of the Supplier:</p>

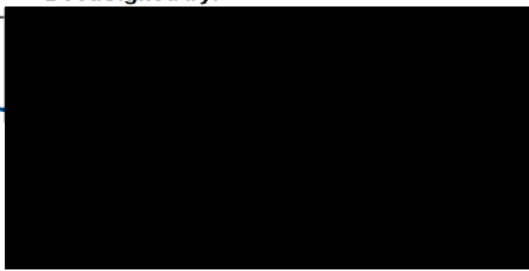

	<p>To: EBSCO International Inc, 6th Floor Civic Centre, Silver Street, Enfield, Middlesex, EN1 3XA</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p>Data Protection Particulars (Schedule 3)</p>	<p>The subject matter and duration of the Processing</p>	<p>The parties will Process Personal Data in the context of:</p> <ul style="list-style-type: none"> Facilitating the supply of print and electronic serials, periodicals, and associated services as ordered by the Institution using the supplier portal and other mechanisms. Routine customer service and account management in relation to this contract. <p>This could include:</p> <ul style="list-style-type: none"> Management of the Institution's user accounts on the supplier portal. Distribution of information regarding development of the supplier's services. Distribution of information regarding availability of new materials or offers. Marketing information. Management information. Invoicing information. EDI or API information transferred into the Institution's library management system. E-mail communications regarding operational activity or queries in relation to the provision of services. <p>The personal data will be processed for the length of the supplier relationship with the Institution.</p>
	<p>The nature and purpose of the Processing</p>	<p>The Processing will be for the purposes of:</p> <ul style="list-style-type: none"> Facilitating the supply of print and electronic serials, periodicals, and associated services to the Institution, and will require names, job titles, e-mail addresses and telephone numbers for Institutional staff to be held on the supplier's

		ordering portal and in the customer relationship management tools.
	The type of Personal Data being Processed	The Personal Data will include: <ul style="list-style-type: none"> Names, job titles, telephone numbers and e-mail addresses of employees of the Institution
	The categories of Data Subjects	The Data Subjects will include: <ul style="list-style-type: none"> Employees of the Institution

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and/or Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

<p>for and on behalf of the SUPPLIER:</p> <p>DocuSigned by:</p>  <p>Date Signed: 04/11/24</p>	<p>for and on behalf of the CUSTOMER:</p> <p>Signed by:</p>  <p>Date Signed: 04/11/2024</p>
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