DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: C299481 PRO6213 Media Monitoring

THE BUYER: UK Health Security Agency

BUYER ADDRESS 10 South Colonnade, Canary Wharf, London E14 4PU

THE SUPPLIER:Precise Media Monitoring Ltd trading as OnclusiveSUPPLIER ADDRESS:222 Gray's Inn Road, London, WC1X 8HBREGISTRATION NUMBER:14186895

DUNS NUMBER: 52-562-1686

DPS SUPPLIER REGISTRATION SERVICE ID: N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 06 September 2024. It's issued under the DPS Contract with the reference number C299481 PRO6213 Media Monitoring for the provision of media monitoring.

DPS FILTER CATEGORY(IES):

<u>Filter selection</u> Broadcast media, Digital media, Print media, Social media, Social media analysis, Media monitoring, Sentiment analysis, Entity level sentiment analysis

<u>Under Subject Area</u>, subcategory Culture, Media and Sport: broadcast media digital media print media social media

<u>Under Research Methods</u>, subcategory Analysis and Modelling: social media analysis media monitoring sentiment analysis entity level sentiment analysis

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) C299481 PRO6213 Media Monitoring
- 3. DPS Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6126 Research and Insights
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for C299481 PRO6213 Media Monitoring
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - o Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 20 (Order Specification)
- 5. CCS Core Terms (DPS version) v1.0.3
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6126 Research and Insights
- 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

The following Special Terms are incorporated into this Order Contract:

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.

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.

ORDER START DATE: Contract signature date

ORDER EXPIRY DATE: 01 September 2027

ORDER INITIAL PERIOD: 3 Years

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 **£51,840 excluding VAT**

The estimated contract value £155,520 excluding VAT

ORDER CHARGES See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES None

PAYMENT METHOD

Current Payment Options: - Consolidated invoice accounts, 30 days paid via BACS Current Invoice Option: Monthly Consolidated invoice – 30 day settlement terms

BUYER'S INVOICE ADDRESS:

RM6126 - Research & Insights DPS Project Version: v1.0 Model Version: v1.3

Accounts Payable UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY Environmental and sustainability policy - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY https://www.gov.uk/government/publications/security-policy-framework

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY On the first working day of each calendar month

PROGRESS MEETING FREQUENCY A review meeting will be held every three months.

KEY STAFF



RM6126 - Research & Insights DPS Project Version: v1.0 Model Version: v1.3

KEY SUBCONTRACTOR(S) Not applicable

E-AUCTIONS Not applicable

COMMERCIALLY SENSITIVE INFORMATION Not applicable

SERVICE CREDITS Not applicable

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		
Date Signed: 13.09.25	Date Signed:	25th September 2024	