

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	CS21610
THE BUYER:	The Department for Business, Energy and Industrial Strategy (BEIS)
BUYER ADDRESS	1 Victoria Street, London, SW1H 0ET
THE SUPPLIER:	Precise Media Monitoring T/A Onclusive
SUPPLIER ADDRESS:	222 Gray's Inn Road, London, England, WC1X 8HB
REGISTRATION NUMBER:	03247942
DUNS NUMBER:	52621686

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23rd March 2022

It's issued under the Framework Contract with the reference number RM6134 for the provision of Media Monitoring and Associated Services.

CALL-OFF LOT(S):
Not applicable

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6134
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6134
 - 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)
 - Call-Off Schedules for RM6134
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6134

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

CALL-OFF SPECIAL TERMS

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 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 against 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. These liability costs will be capped at the contract value.

CALL-OFF START DATE: **14th August 2021**

CALL-OFF EXPIRY DATE: **13th August 2022**

CALL-OFF INITIAL PERIOD: **12 Months**

CALL-OFF DELIVERABLES**Option A:**

Media Monitoring Services to include the following:

- Tracking of UK National Print ONLY
- Up to 2000 coverage items per month and summaries + 20% buffer
- Daily Coverage Emails delivered to agreed recipient list
- Daily Coverage Emails delivered by 6am

Forward Planning

- Access for 1-3 Users

MAXIMUM LIABILITY

The limitation of liability for this Call-Off 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 **£19,770.00 excluding VAT**

CALL-OFF CHARGES

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Option A: The Charges for the Deliverables

The total value for the Media Monitoring Services shall not exceed [REDACTED] excluding VAT. The total amount billed per month shall not exceed [REDACTED] excluding VAT (Based upon up to 2000 items per month)

The total value of the Forward Planning Service shall not exceed [REDACTED] excluding VAT.

The total value of this contract shall not exceed £19,770.00 excluding VAT.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment shall be made via BACS monthly, in arrears upon receipt of invoice and Purchase Order.

BUYER'S INVOICE ADDRESS:

The Department for Business, Energy, and Industrial Strategy (BEIS) c/o UK SBS,
Queensway House, West Precinct, Billingham, TS23 2NF or email
finance@services.ukpbs.co.uk

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Email address: [REDACTED]

Address: The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET

BUYER'S ENVIRONMENTAL POLICY

Available online at:

[REDACTED]

BUYER'S SECURITY POLICY

Available online at: [REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

Email address: [REDACTED]

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Address: Precise Media Monitoring T/A Onclusive, 222 Grays Inn Road, London, WC1X 8HB

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

Email address: [REDACTED]

Address: Precise Media Monitoring T/A Onclusive, 222 Grays Inn Road, London, WC1X 8HB

PROGRESS REPORT FREQUENCY: Progress reports to be provided on a Monthly basis – Delivery date to be confirmed

PROGRESS MEETING FREQUENCY: Progress Meetings shall be held quarterly – Dates to be confirmed by BEIS

KEY STAFF

[REDACTED]

Email address: [REDACTED]

Address: The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET

[REDACTED]

Email address: [REDACTED]

Address: Precise Media Monitoring T/A Onclusive, 222 Grays Inn Road, London, WC1X 8HB

KEY SUBCONTRACTOR(S)

Not Used

COMMERCIALLY SENSITIVE INFORMATION

Suppliers rates

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 5% of Charges payable to the supplier each quarter.

The Service Period is: 1 (one) Quarter

A Critical Service Level Failure is: Failure to meet the threshold for the same KPI either:

-for three consecutive months or;

-four or more times in a six month period

Framework Ref: RM6134 Media Monitoring and Associated Services Framework

Project Version: v1.0

Model Version: v3.1

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ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

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