

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

Order Form

CALL-OFF REFERENCE:	FS900302
THE BUYER:	Food Standards Agency
BUYER ADDRESS	Foss House, Kingspool, Peasholme Green, York,
YO1 7PR	
THE SUPPLIER:	Precise Media Monitoring Ltd trading as Onclusive
SUPPLIER ADDRESS:	222 Gray's Inn Road, London, WC1X 8HB
REGISTRATION NUMBER:	03247942
DUNS NUMBER:	52-562-1686
SID4GOV ID:	[Insert if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 04/01/2023. 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

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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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6134
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6134
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off 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 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 following Special Terms are incorporated into this Call-Off 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

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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 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.

CALL-OFF START DATE: 01/04/2023

CALL-OFF EXPIRY DATE: 31/03/2025

CALL-OFF INITIAL PERIOD: 2 years

Call-Off Extension Period: 1 year optional extensions.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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 **£21,444**

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

Framework Ref: RM6134 Media Monitoring and Associated Services Framework

Project Version: v1.0

Model Version: v3.5

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REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Bacs, Monthly in arrears.

BUYER'S INVOICE ADDRESS:

Invoices will be issued to:

Accounts-Payable.fsa@gov.sscl.com.

All invoices must contain the contract reference number and a valid PO number.

BUYER'S AUTHORISED REPRESENTATIVE



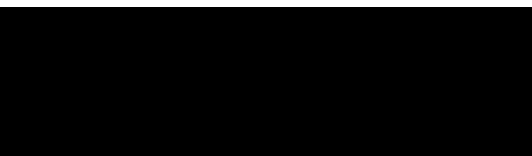
BUYER'S ENVIRONMENTAL POLICY

Not Used

BUYER'S SECURITY POLICY

Found in **High Level Information Security Policy** document included as a supporting document to this ITT.

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER

As Above

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF



KEY SUBCONTRACTOR(S)

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None

COMMERCIALLY SENSITIVE INFORMATION
Not applicable

SERVICE CREDITS
Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: 5% of Monthly Charges.
The Service Period is: one Month

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

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Date:	3/3/2023 09:24 GMT	Date:	03/03/2023

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