

Call off Contract

Framework Agreement with: **ALBANY ASSOCIATES**

Framework Agreement for: **THE CONFLICT STABILITY AND SECURITY FUND (CSSF)**

Framework Agreement Number: **CSSF CPG7982015**

Call-off Contract For: **CSSF-FUNDED PROMOTING MEDIA PLURALITY AND BALANCE IN CENTRAL ASIA**

Contract Number: **CPG/1285/2016**

Call-off Contract PSAB Reference Number: **1617196**

I refer to the following:

- 1. The above mentioned Framework Agreement.**
- 2. Your proposal of Wednesday, 05 October 2016 as amended and approved between the parties on Thursday, 02 March 2017.**

2.1 The Foreign & Commonwealth Office (FCO) (“the Authority”) requires you to provide the Services as stated in the attached *Project Form, Organisational Chart and Results Framework* and, under the Terms and Conditions of the Framework Agreement which shall apply to this Call-off Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

3.1 The Contractor shall start the Services no later than Saturday, **01 April 2017** (“the Start Date”) and Services shall be completed by **Saturday, 31 March 2018** (“the End Date”). An optional extension of contract for the period 2018/2019 is subject to confirmation of additional funding and duration. In the event the Call-off Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement. The FCO reserves the right to terminate any multi-year agreement at the end of each UK financial year, if the Contractor’s performance is not deemed satisfactory or the funding available to the programme is no longer sufficient to continue financing the project.

4. Flexible Operations

4.1 Under Clause 52 Flexible Operations of the Framework Terms and Conditions, which was signed by the parties on 7 December 2015 the Contractor accepts that this Call-Off contract is subject to its provisions within these clauses therein .

5. Recipient

4.1 Authority requires the Contractor to provide the Services to the British Embassy Astana and the British Embassy Bishkek on behalf of wider British embassies involved in this project (“the Recipient”).

6. Financial Limit

5.1 Payments under this Call-off Contract shall not, exceed **£400,000** (four hundred thousand pounds) in total (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement, Project Form and Organisational Chart (Annex 1); Results Framework (Annex 2) and Activity Based Budget including monthly schedule of payments (Annex 3).

6. Milestone Payment Basis

6.1 Where the applicable payment mechanism is "Milestone Payment", payments will be made monthly in arrears on satisfactory performance of the services, based on the monthly figures in the Activity Based Budget(Annex 3). At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant milestone is achieved in its final form by the Contractor or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project and the Financial Manager in relation to the performance by the Contractor of its obligations under the Call-off Contract and to verification by the Project and the Financial Manager that all prior payments made to the Contractor under this Call-off Contract were properly due.

6.2 To support invoicing the Contractor shall provide monthly financial statements, covering activities delivered together with the Contract reference number.

6.3 Payments will be made every month in arrears on receipt of an appropriate invoice.

7. Officials

7.1 The FCO Representatives:

Name	Title	Contact Number	Email Address
Jamie Brockbank	Head of Conflict Stability and Security Fund for C.Asia, British Embassy Bishkek	+996 312 30 3642	Jamie.brockbank@fco.gov.uk
Elvira Yausheva	Strategic Communications and Political Adviser, British Embassy Astana – Project Manager under this project	+7 (7172) 55 62 17	Elvira.yausheva@fco.gov.uk
Nurgul Temirbekova	Programme Manager, British Embassy Bishkek – Finance Manager under this project	+996 (0) 312 30 36 41	Nurgul.Temirbekova@fco.gov.uk
Andy Pryce	Russian Language Strategic Communications team, FCO London	+44 20 7008 7616	Andy.Pryce@fco.gsi.gov.uk

8. Key Personnel

8.1 The following of the Staff cannot be substituted by the Contractor without the Calling-Off body’s prior written consent:

Name	Title	Contact Number	Email Address
Anna Staevska	Project Manager,	+44 (0)208 9965 100	anna@albanyassociates.com

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	Albany Associates		
Mike de Villiers	Project Manager, IREX Europe	+33 9 80 52 78 29	mdevilliers@irexeurope.eu
Marek Bekerman	Project Director, Albany Associates	+44 7 50 70 33 986	bekerman@hotmail.co.uk

9. Reports

- 9.1 A monthly progress report , financial report and updates against results framework during the Services period on 10 May 2017 and every month thereafter;
- 9.2 A project completion report within 3 months of the Services completion;
- 9.3 An externally audited financial report for the Services within 3 months of the contract completion, or earlier at the request of the authority.

10. Duty of Care

10.1 Unless otherwise agreed, all Staff (as defined in Section 2 of the Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of Albany Associates (“the Contractor”). The Contractor will be responsible for all security arrangements and Her Majesty’s Government accepts no responsibility for the health, safety and security of individuals or property.

10.2 Unless otherwise agreed, the Contractor will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the call-off Authority in respect of:

- Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Contractor, the Staff, or by any person employed or otherwise engaged by the Contractor, in connection with the performance of the Call-off Contract;
- Any claim, howsoever arising, by the Staff or any person employed or otherwise engaged by the Contractor, in connection with their performance under this Call-off Contract.

10.3 The Contractor will ensure that such insurance arrangements as are made in respect of the Staff, or any person employed or otherwise engaged by the Contractor are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

10.4 The costs of any insurance specifically taken out by the Contractor to support the performance of this Call-off Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

10.5 Where the Call-off Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the Terms of Reference.

11. INTELLECTUAL PROPERTY RIGHTS - ASSIGNMENT AND INDEMNITY

- 11.1 Unless otherwise agreed at Call-off stage, Intellectual Property Rights in the Services and any Deliverables that are specifically developed or created for the Authority will be vested in the Authority (save that the Contractor will retain ownership of any Contractor Proprietary Materials which become imbedded in such Deliverables, which will be licensed in accordance with the provisions of condition 11 (Intellectual Property Rights). The Contractor

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agrees to (and will procure that its personnel acting as consultants will) assign and hereby assigns (including by way of future assignment in the case of copyrights) to the Authority with full title guarantee all of its worldwide rights, title and interest (whether present, future, vested or contingent) in and to such Intellectual Property Rights, including moral rights, for the full term thereof.

- 11.2 The Contractor will execute all such documents and undertake any and all such acts, including but not limited to obtaining assignments of Intellectual Property Rights from personnel of the Contractor to the Contractor as may from time to time be required in order to vest the rights assigned pursuant to condition 11.3 (Intellectual Property Rights).
- 11.3 Where the Deliverables contain any Contractor Proprietary Material, then the Authority will hereby be granted a perpetual, non-exclusive, transferable, worldwide, royalty free licence in respect of such Contractor Proprietary Material, to the extent necessary to use such Deliverables (including for the purposes of their adaptation, modification and/or reproduction).
- 11.4 The Contractor warrants, represents and undertakes that its provision of Services and Deliverables under this Agreement and/or any Call-off Contract will not infringe any Intellectual Property Rights of which a third party is the proprietor and that the Contractor is free to grant the licence set out in condition 11 (Intellectual Property Rights). The Contractor agrees to indemnify and hold harmless the Authority against any and all liability, loss, damage, costs and expenses (including legal costs) which the Authority may incur or suffer as a result of any claim of alleged or actual infringement of a third party's Intellectual Property Rights by reason of either its or the Contractor's possession or use in any manner of any Deliverables or Services.

12. Call-off Contract Signature

12.1 If the original Form of Call-off Contract is not returned to the Project Manager (as identified at clause 7 above) duly completed, signed and dated on behalf of the Contractor within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

For and on behalf of

The Secretary of State for
Foreign and Commonwealth Affairs

Name: Dr Carolyn Browne

Position: Her Majesty's Ambassador

Signature: 

Date: Monday, 20 March 2017

For and on behalf of
Albany Associates Limited
Gable House,
18-24 Turnham Green Terrace
London
W4 1QP

Name: Mr Dieter Loraine

Position: Managing Director

Signature: 

Date: Thursday, 16 March 2017

Annex 1 – Projects Form and Organisational Chart



20170315 Albany
CSSF C Asia project fo



20170302 Project Org
Chart FINAL.pptx

Annex 2 – Results Framework



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Annex 3 – Activity Based Budget incl. (Monthly Payment Plan)



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ITT 1347 Albany Budg

By signing here the contractor confirms they have opened and checked the embedded documents in Annexes 1, 2 and 3 and they represent the mutually agreed amendments to the Commercial Proposal submitted in response to the invitation to tender, ITT_1347 dated 05 October 2016.

Signed:



Date:

16 March 2017