

Call off Contract

CALL-OFF CONTRACT

Framework Agreement with:
[Name of Lead Supplier(s)] **Albany Associates**

Framework Agreement for: **THE CONFLICT STABILITY AND SECURITY FUND**

Framework Agreement Number: **CPG7982015**

Call-off Contract For: **RUSSIAN LANGUAGE STRATEGIC COMMUNICATION:
PEOPLE TO PEOPLE (P2P)**

Contract Number: **CPG/1141b/2016**

Call-off Contract PSAB Reference Number: **1516312**

I refer to the following:

1. **The above mentioned Framework Agreement.**
2. **Your proposal of 21st April 2016.**

and I confirm that the Foreign & Commonwealth Office (FCO) requires you to provide the Services as stated in the attached Statement of Requirement 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 Supplier shall start the Services no later than **1st June 2016** ("the Start Date") and Services shall be completed by **31st March 2017** ("the End Date") unless the Call-off Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement and by contract variation.

4. **Recipient**

4.1 Authority requires the Supplier to provide the Services to the **Foreign and Commonwealth Office and the British Embassies in Estonia, Latvia and Lithuania** ("the Recipient").

5. **Financial Limit**

5.1 Payments under this Call-off Contract shall not, exceed **£652,940** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Statement of Requirements (Annex 1) and schedule of Prices and Rates (Annex 2).

6. **Milestone Payment Basis**

6.1 Where the applicable payment mechanism is "Milestone Payment", payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. 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 Supplier 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 Officer in relation to the performance by the Supplier of its obligations

under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Officials

7.1 The Authority Project/Contract Officer is **Andy Pryce**

8. Key Personnel

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

Title	Name
Albany Associates (Associate Director / Project Manager)	Guy Gabriel
M&C Saatchi World Services (StratCom Director / Project Lead)	Gerry Osborne
M&C Saatchi World Services (StratCom Director / Deputy Project Lead)	Paul Smyth

9. Reports

9.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex 1.

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 the Supplier. The Supplier 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 Supplier 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 Supplier, the Staff, or by any person employed or otherwise engaged by the Supplier, 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 Supplier, in connection with their performance under this Call-off Contract.

10.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Staff, or any person employed or otherwise engaged by the Supplier 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 Supplier 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/Statement of Requirements.

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 Supplier will retain ownership of any Supplier Proprietary Materials which become imbedded in such Deliverables, which will be licensed in accordance with the provisions of condition 11 (Intellectual Property Rights). The Supplier 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 Supplier 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 Supplier to the Supplier 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 Supplier Proprietary Material, then the Authority will hereby be granted a perpetual, non-exclusive, transferable, worldwide, royalty free licence in respect of such Supplier Proprietary Material, to the extent necessary to use such Deliverables (including for the purposes of their adaptation, modification and/or reproduction).
- 11.4 The Supplier 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 Supplier is free to grant the licence set out in condition 11 (Intellectual Property Rights). The Supplier 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 Supplier'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 Contract/Project Officer (as identified at clause 7 above) duly completed, signed and dated on behalf of the Supplier 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:
Position:
Signature:
Date:

For and on behalf of
Albany Associates

Name: **DIETÉL LORAINÉ**
Position: **MANAGING DIRECTOR**
Signature: 
Date: **21.6.2016**

Annex 1 – Statement of Requirements



02 Attachment 2
Baltic P2P TORs01041

Annex 2 – Pricing Model



20160420_Baltics_P2
P_Budget_FINAL.xlsx

By signing here the contractor confirms they have opened and checked the embedded document in Annex 2 and it represents the Commercial Proposal submitted in response to the Russian Language Strategic Communication: People to People (P2P) tender ITT_1124.

Signed.....

Date.....21.6.2016