



Foreign &  
Commonwealth  
Office

**Section 1 – Form of Contract**

<b>Framework Agreement for:</b>	<b>CONFLICT, STABILITY &amp; SECURITY FUND (CSSF) FRAMEWORK 2018</b>
<b>Reference Number:</b>	<b>CPG/2350/2018</b>
<b>Call-Off Title:</b>	<b>Enhancing Journalistic Standards in Russia through Themed Press Tours</b>
<b>Call-Off Reference:</b>	<b>ITT 2949</b>

This Call-Off Contract is made between the Secretary of State for Foreign & Commonwealth Affairs represented by the Foreign & Commonwealth Office, acting as part of the Crown ("the Authority"),

and

Reuters Foundation Consultants Limited ("the Supplier") having its main or registered office at The Thomson Reuters Building, 30 South Colonnade, London, E14 5EP.

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier: Reuters Foundation  
Consultants Ltd

For the Authority:

By:

Full Name: Nicholas Glicher

Full Name: Esmeralda Tunnickliff

Position held on behalf of Supplier:

Position held on behalf of Authority:

Chief Operating Officer

CSSF Commercial Adviser

Date: 31/7/2019

Date: 31 July 2019

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

Framework Agreement with:	<b>Reuters Foundation Consultants Limited</b>
Company Number:	<b>03740741</b>
Sub Contractors/Consortia:	<b>N/A</b>
Framework Agreement for:	<b>CONFLICT STABILITY &amp; SECURITY FUND 2018</b>
Framework Agreement Number:	<b>CPG/2350/2018</b>
Call-off Contract For:	<b>Enhancing Journalistic Standards in Russia through Themed Press Tours</b>
Contract Number:	<b>CPG/3266/2019</b>
Call-off Contract PSAB Reference Number:	<b>1819463</b>

Contents

1. *Section 1 – Form of Contract* ..... 1

2. *Section 2 – Call-Off Terms & Conditions* ..... 3

    1. *The above mentioned Framework Agreement* ..... 3

    2. *Your proposal of* ..... 3

    3. *Commencement and Duration of the Services* ..... 3

    4. *Recipient*..... 3

    5. *Financial Limit* ..... 3

    6. *Milestone Payments and Charges* ..... 3

    7. *Fixed Price* ..... 3

    8. *Time and Material*..... 3

    9. *Officials*..... 4

    10. *Key Personnel* ..... 4

    11. *Monitoring and Contract Performance Reports* ..... 4

    12. *Duty of Care*..... 4

    13. *Third Party Rights for Sub-Contractors*..... 4

    14. *Call-off Contract Signature* ..... 5

    15. *Destruction and deletion of Authority Data and Confidential Information* ..... 5

    16. *Special Terms & Conditions* ..... **Error! Bookmark not defined.**

3. *Annex 1 – Statement of Requirements* ..... 6

4. *Annex 2 – Schedule of Prices & Rates*..... 6

5. *Annex 3 – Security Risk Disclaimer* ..... 6

6. *Annex 4 – Processing, Personal Data & Data Subjects*..... 7

7. *Annex 5 – Insurances* ..... 8

8. *Annex 6 – Supplier Code of Conduct*..... 10

## **Section 2 – Call-Off Terms & Conditions**

[\(back to Contents\)](#)

### **1. The above mentioned Framework Agreement.**

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

### **2. Your proposal of 23 April 2019.**

2.1. The Authority requires (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 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 **31 July 2019** (“the Start Date”) and Services shall be completed by **31 March 2020** (“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.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

### **4. Recipient**

4.1. Authority requires the Supplier to provide the Services to the **British Embassy Moscow** (“the Recipient”).

### **5. Financial Limit**

5.1. Payments under this Call-off Contract shall not exceed **£199,204.00 (one hundred and ninety nine thousand, two hundred and four thousand pounds)** (“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 \(Annex 2\)](#).

5.2. To support invoicing the Supplier shall provide quarterly financial statements, covering activities delivered together with the Contract reference number.

5.3. Payment of invoices will be made quarterly in arrears on receipt of an itemised invoice.

### **6. Milestone Payments and Charges**

[Not used.]

### **7. Fixed Price**

[Not used.]

### **8. Time and Material**

8.1. Where the Parties have agreed in the [Schedule of Prices and Rates Annex 2](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;

## **CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

### **9. Officials**

9.1. The Authority Project/Contract Officer is as follows:

<b>Title:</b>	<b>Name:</b>	<b>Contact Number:</b>	<b>Email Address:</b>
Project Officer	Irina Sarycheva	+7 495 956 7994	<a href="mailto:Irina.Sarycheva@fco.gov.uk">Irina.Sarycheva@fco.gov.uk</a>
Head of Communications, British Embassy Moscow	Tom Oppenheim	+7 916 204 5832	<a href="mailto:Tom.Oppenheim@fco.gov.uk">Tom.Oppenheim@fco.gov.uk</a>

### **10. Key Personnel**

10.1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

<b>Title:</b>	<b>Name:</b>	<b>Contact Number:</b>	<b>Email Address:</b>
Project Operations Manager	Belen Becerra	: +44 207 542 6268	<a href="mailto:Belen.Becerra@thomsonreuters.com">Belen.Becerra@thomsonreuters.com</a>
Head of Journalism Programmes	Will Church	+44 207 542 9312	<a href="mailto:Will.church@thomsonreuters.com">Will.church@thomsonreuters.com</a>

### **11. Monitoring and Contract Performance Reports**

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

### **12. Duty of Care**

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework 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.

12.2. 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 Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, 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.

12.4. 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.

12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#).

### **13. Third Party Rights for Sub-Contractors**

13.1. The Supplier shall ensure that all Sub-Contracts contain provisions") to the effect of "in respect of security and secrecy,

## **CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

### **14. Call-off Contract Signature**

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 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.

### **15. Destruction and deletion of Authority Data and Confidential Information**

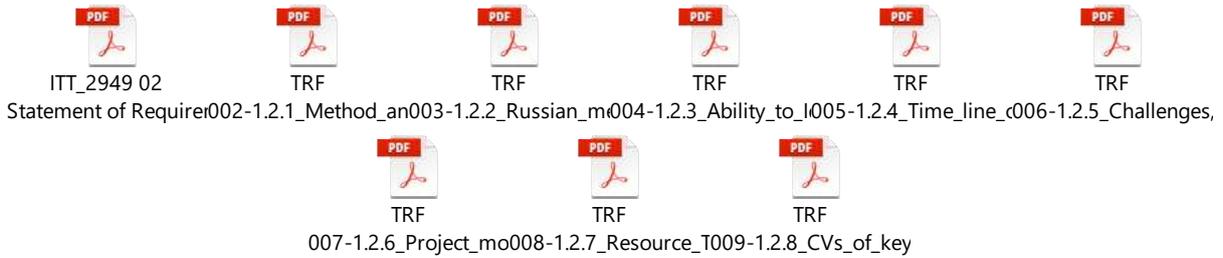
15.1. Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
- Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

**Annex 1 – Statement of Requirements**

[\(back to Contents\)](#)



By signing here the Supplier confirms they have opened and checked the embedded document in Annex 1 and it represents the Supplier's Tender submitted in response to the Enhancing Journalistic Standards in Russia through Themed Press Tours under reference tender ITT\_2949 dated 23 April 2019.

*N Glial*

Signed.....

Date.....31/7/2019.....

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**Annex 2 – Schedule of Prices & Rates**

[\(back to Contents\)](#)



ITT 2949 TRF Final Pricing Model.xlsx

By signing here the Supplier confirms they have opened and checked the embedded document in Annex 1 and it represents the Supplier's Tender submitted in response to the Enhancing Journalistic Standards in Russia through Themed Press Tours under reference tender ITT\_2949 dated 23 April 2019.

*N Glial*

Signed.....

Date.....31/7/2019.....

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**Annex 3 – Security Risk Disclaimer**

[\(back to Contents\)](#)

[Not used.]

**Annex 4 – Processing, Personal Data & Data Subjects**

[\(back to Contents\)](#)

This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller’s Data Protection Officer are: Irina Sarycheva, +7 495 956 7994, [Irina.Sarycheva@fco.gov.uk](mailto:Irina.Sarycheva@fco.gov.uk).

2. The contact details of the Processor’s Data Protection Officer are: Nicholas Glicher, +44 20 7542 0990, [nicholas.glicher@thomsonreuters.com](mailto:nicholas.glicher@thomsonreuters.com)

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex 4.

<b>Description</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to this Contract the Authority is the Controller and the Supplier is the Processor in accordance with Clause 32.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract.
Duration of the processing	The processing is required for the duration of the Contract Period and may be required after the End Date for the purposes of Handover or Re-Tender. This will be agreed between the Parties.
Nature and purposes of the processing	The nature and purposes of the processing shall be as required in order to ensure that the Processor can effectively deliver the Call-Off Contract.
Type of Personal Data being Processed	The type of Personal Data being processed shall be the type that is required in order to ensure that the Processor can effectively deliver the Call-Off Contract. This may include, but is not limited to, names, addresses, dates of birth, National Insurance numbers, telephone numbers, pay, images and biometric data.
Categories of Data Subject	The Categories of Data Subject processed shall be the categories required in order to ensure that the Processor can effectively deliver the Call-Off Contract. This may include, but is not limited to, Supplier Personnel (including volunteers, agents, and temporary workers), customers/clients and suppliers.
Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data	The Processor will provide a plan (including a timeline) for return and destruction of data in accordance with the conditions of the Call-Off Contract and Framework Agreement, including those in relation to Handover and Re-Tender.

**Annex 5 – Insurances**

[\(back to Contents\)](#)

**REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)**

**CALL-OFF CONTRACT REFERENCE: CPG/3216/2019**

**PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE**

**1.INSURED**

1.1 The Supplier.

**2.INTEREST**

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

**3.LIMIT OF INDEMNITY**

3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one occurrence, the number of occurrences being unlimited, but £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) for any one occurrence and in the aggregate per annum in respect of products and pollution liability.

**4.TERRITORIAL LIMITS**

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

**5.PERIOD OF INSURANCE**

5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

**6.COVER FEATURES AND EXTENSIONS**

6.1 Indemnity to principals clause.

**7.PRINCIPAL EXCLUSIONS**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

## **CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

### **8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

### **9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**

9.1 Not applicable.

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## **PART B: PROFESSIONAL INDEMNITY INSURANCE**

### **1. INSURED**

1.1 The Supplier.

### **2. INTEREST**

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

### **3. LIMIT OF INDEMNITY**

3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one claim and in the aggregate per annum.

### **4. TERRITORIAL LIMITS**

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

### **5. PERIOD OF INSURANCE**

5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

### **6. COVER FEATURES AND EXTENSIONS**

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

### **7. PRINCIPAL EXCLUSIONS**

7.1 War and related perils

7.2 Nuclear and radioactive risks

### **8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 The Supplier shall be solely responsible for any deductibles or retentions applicable to this insurance.

### **9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**

9.1 Not applicable.

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## **PART C: UNITED KINGDOM COMPULSORY INSURANCES**

### **10. GENERAL**

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

**Annex 6 – Supplier Code of Conduct**

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

[\(back to Contents\)](#)

1. The required Compliance Level for this Call-Off Contract is Compliance Level 3.

**Sub-Appendix A: Compliance Level matrix** *(From Framework Agreement)*

The table below sets out the evidence that Suppliers are required to make available when requested by the Authority to demonstrate compliance with the Code.

For Call-Off Contracts requiring adherence to Compliance Level 1 (CL1) or Compliance Level 2 (CL2) the Supplier shall provide the evidence below at the frequency stated below to the Authority.

Compliance Area and requirement		Evidence Required	Frequency	CL1	CL2	CL3
i.	Declaration of compliance with the Supplier Code of Conduct	Declaration set out at Sub-Appendix B provided.	Annually	X	X	X
ii.	Declaration of sign up to the UN Global Compact	Certificate/Confirmation of membership	Annually	X	X	X
<b>1. Value for Money (VfM) and Governance</b>						
a.	Economic and governance policies in practice	Relevant organisation policies, including detailed annual financial breakdown related to the contract	Annually	X	X	0
b.	VfM being maximized over the life of a contract.	Relevant documentation to include: - Confirmation of annual profit level fluctuations since contract award; - Evidence of timely resolution of identified issues; - Evidence of lessons learned	Annually	X	X	0
c.	Tax declaration (HMRC format)	- Tax the organisation paid on profits made in the last 3 years, and in which countries; - Compliance with relevant country level tax regulations fully understood and met	Annually	X	X	0
<b>2. Ethical Behaviour</b>						
a.	Adherence to conflict of interest management procedures	Relevant organisation policies, including recruitment policy which must address circumstances where there may be potential or actual conflict of interest	Annually	X	X	0
b.	Ethical training and staff updates	Copy of training programme; Training logs; Relevant communication to staff	Annually	X	X	0
c.	A workforce whistleblowing policy	Relevant organisation policy and evidence of continuous staff awareness maintained.	Annually	X	X	0

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

d.	Staff involved in Authority funded programmes are aware of how to report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism to the Authority.	Relevant organization policy and evidence of regular communication to staff.	Annually	X	X	0
e.	Declaration of direct or delivery chain staff members proposed to work on Authority funded programmes if employed by the Crown in the preceding two years.	Proof of compliance with the HMG approval requirements under the business appointments rules.	Annually (and when a new member of staff who this applies to joins the project team)	X	X	0
<b>3. Transparency and Delivery Chain Management</b>						
a.	IATI compliance for Suppliers and delivery chain partners	Proof of compliance with IATI	Annually	X	0	0
b.	Provision of up-to-date and accurate records of all downstream supply partners provided within the required frequencies, including annual contractual spend on MSME's, women owned businesses and apprenticeships in place	Record of all downstream supply partners	Annually	X	0	0
c.	Policies and practices for the management of delivery chain partners and affiliates aligned to the Supplier Code of Conduct	Verification that policies and practices for the management and governance of delivery chain supply partners is in place	Annually	X	0	0
d.	Tax evasion, bribery, corruption and fraud compliance	Statement of assurance that there has been no change to previous statements	Annually	X	X	0
e.	HMG prompt payment policy adhered to by all delivery chain partners	Confirmation of adherence to HMG prompt payment policy	Annually	X	0	0
<b>4. Environmental Issues</b>						
a.	Processes in place to identify environmental risks (e.g. by maintaining a risk register) ensuring legislative requirements are met and context specific environmental issues addressed	Documentation demonstrating how environmental risks are identified (e.g. risk register) with formal context specific environmental safeguarding policies in place	Annually	X	0	0
b.	Annual environmental performance reports	Published reports	Annually	X	0	0
<b>5. Terrorism and Security</b>						
a.	Reporting of terrorist offences or offences linked to terrorist activities or financing	Status declaration	Annually	X	X	0
b.	Confirmation that no engaged employees or deliver chain personnel appears on the Home Office Prescribed Terrorist Organization List.	Appropriate certification or documentation	Annually	X	X	0
c.	Data is managed in accordance with the Authority's security policy and all systems are in	Appropriate certification or documentation	Annually	X	X	0

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

	accordance with the HMG cyber essentials scheme					
d.	Adherence to best practice global principles for digital development	Appropriate certification or documentation	Annually	X	0	0
<b>6. Safeguarding, Social Responsibility and Human Rights</b>						
a.	Compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership; Internal documentation demonstrating best practice and compliance	Annually	X	X	0
b.	Measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by Relevant Individuals. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place.	Proof of application and embedding of a safeguarding policy	Annually	X	X	X
c.	Membership of the International Labour Organisation or Ethical Trading Initiative	Membership Number	Annually	X	0	0
d.	Principles cascaded to employees and sub-contractors via an internal policy or written outline of good practice service deliver approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Internal policies or communication demonstrating communication to staff and delivery chain partners showing appropriate level of commitment to the UN Compact  Report on number and details of organization safeguarding allegations reported.	Annually	X	0	0

Signed on behalf of the supplier	
Full Name	Nicholas Glicher
Position held on behalf of Supplier	Chief Operating Officer
Date	31/7/2019

[\(back to Contents\)](#)