



Crown
Commercial
Service

OFFICIAL

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www.gov.uk/ccs

Chatham House
10 St James's Square

London

SW1Y 4LE

Attn: REDACTED
REDACTED

Date: 16st November 2016
Procurement ref: CCZZ16A03

Dear Sir/Madam,

Award of contract for the supply of Future Dynamics in the Gulf Region Services

Following your proposal for the supply of services to the Gulf Dynamics project, to Cabinet Office, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Cabinet Office as the Customer and Chatham House as the Supplier for the provision of the Grant Agreement Services. This Contract involves the provision of a grant towards a not-for-profit project that is co-funded via a grant from the REDACTED. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter (and its Annexes) and the Conditions, this Award Letter (and its Annexes) shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

1. For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1.1. The Services shall be delivered in line with the requests of the Authority.
- 1.2. The charges for the Services shall be as set out in Annex 2. The total contract value shall be capped at **£674,912.15**.
- 1.3. The specification of the Services to be supplied is as set out in Annex 3
- 1.4. The Term shall commence, and is backdated to, Monday 1st July 2016 (the "Start Date") and the Expiry Date shall be Sunday 30th June 2019.
- 1.5. The address for notices of the Parties are:

Customer	Supplier
Cabinet Office	Chatham House



70 Whitehall
London
Attention: REDACTED
Email: REDACTED

10 St James's Square, London
SW1Y 4LE
Attention: REDACTED
Email: REDACTED

1.6. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title/Role
REDACTED	REDACTED

2. Payment

An invoice will need to be submitted with a valid Purchase Order number (to be generated on the signature and return of the contract) and sent to:

Electronic invoicing –

This is the preferred method of invoicing for the Authority. Please send all electronic invoices to our shared service provider at:

SSCL.POINVOICEPAYMENTS@DWP.GSI.GOV.UK

Manual invoicing –

SSCL Accounts Payable Team
Room 6124 Tomlinson House
Norcross
Blackpool
FY5 3TA

3. Liaison

For general liaison your contact will continue to be REDACTED.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Alan Dillion at the above address **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the procurement reference number above in any future communications relating to this contract.

4. Additional

At point 11 of the Statement of Requirement the Supplier has requested that the turnaround time for queries from the Authority is 7 days rather than the documented 48 hours. Whilst it is in the Authority's



right to insist on the service level agreements specified in the tender are met, in this instance the Authority agrees to relax this requirement to five working days. However, for the avoidance of doubt the supplier must meet the specified 48 hour turnaround time for any query/issue that the Authority reasonably deems requires an urgent response.

The Authority agrees that a 7 day turnaround can be applied to section 12 of the Terms & Conditions regarding Freedom of Information requests.

There is a detailed M&E framework reporting process that has been agreed between Cabinet Office and Supplier. This provides a clearer and more measurable set of performance indicators and takes precedence over the quality definition referred to in the Statement of Requirement at point 11. The Authority plans to meet with the Supplier to discuss these metrics by early December 2016. With the Supplier's consent the Authority agrees that these agreed metrics will form the basis of performance indicators.

5. Intellectual Property Rights

HMG would be welcome to use data from the project while recognising that some of it (such as the names of interviewees in off-record interviews, or participant lists from workshops held under the Chatham House Rule) would remain confidential and would not be shared with HMG.

Intellectual property resides with the project team as the creators of the work, including copyright over publications and all moral rights. For the avoidance of doubt the Supplier does not take institutional positions on policy issues and all project findings will be the independent conclusions of the relevant analysts. The Supplier will include a disclaimer to this effect on all of its publications, as is its usual practice.

The Authority accepts that clause 9.3.2 of the Terms & Conditions does not give HMG rights over other work carried out by Chatham House outside the scope of this agreement.

Yours faithfully,

Signed for on behalf of Cabinet Office ("the Customer")

Name: REDACTED

Signature:

Date:



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We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of Chatham House (“the Supplier”)

Name: REDACTED

Signature:

Date:

Annexes

Annex 1 – Terms & Conditions



Annex 1 - Cabinet
Office Terms and Cor

Annex 2 – Pricing Schedule

REDACTED

Annex 3 – Statement of Requirements



Annex 3 - Chatham
House - Statement of

OFFICIAL

Award letter

V1.0 20/10/2016