

Signed: _____
for and on behalf of the Authority

Attachments: Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Attachment 3: Special Conditions for Call-Off

Draft Call-Off Contract

Attachment 1

[To be completed by the Authority]

1. **Services to be provided and associated information**

[Detail here all (a) Services and (b) deliverables with full descriptions of what is required.

Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.

You should also define other requirements you wish the Service Provider to respond to such as:

- *details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *estimated time-lines for each of the milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (subject to Schedule 4);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- *any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- *any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- *Service levels, and measurement thereof;*
- *any warranties and/or representations required from the Service Provider.]*

2. Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

3. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

4. The Authority Account Details

Relevant account code and cost centre:

5. The Authority's Call-Off Co-ordinator

Name:

Address:

Phone:

Fax:

Email:

6. Additional insurance (if any) to be held by Service Provider:

- a) Employer's liability insurance to be increased to £[X] million per incident;
- b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and
- d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

7. Assessment Criteria – FOR MINI COMPETITION ONLY – Delete if not applicable

[Insert evaluation criteria]

Attachment 2

Proposal

[To be completed by the Service Provider]

1. Proposed Solution

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

2. Charges

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

3. Service Team and Personnel

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

4. Experience

An outline of relevant past work or projects including references;

5. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

6. Proposed completion date

[Complete only if different from duration/expiry date stated in Attachment 1]:

7. Insurance

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

8. Other Information

Attachment 3

Special Conditions for Call-Off

wide and royalty-free licence to reproduce and use any work of the type referred to in Clause CA7.2 and every part of it in any manner.

C.4 As between the Authority and the Service Provider Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.

C.5 The Authority grants to the Service Provider a non-exclusive, non-transferable, revocable licence to use all the Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of its the Service Provider's Personnel to provide the Services. Any such licence is granted for the Call-Off Term solely to enable the Service Provider to comply with its obligations under the Call-Off Contract.

D. D.1 The Service Provider shall procure that all the Service Provider's Personnel performing the Services (or part of them) contract with the Service Provider that any Intellectual Property Rights arising out of or relating to work done by those persons pursuant to a Call-Off Contract shall be assigned with full title guarantee to the Authority and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.

D.2 If, and to the extent that, the Products consist of or include copyright work authored by the Service Provider or any other person, being work not prepared or developed for the purposes of the Call-Off Contract, then, notwithstanding Clause 23.1, title to the copyright in such work shall not vest in the Authority.

D.3 The Service Provider grants or undertakes to procure the grant to the Authority free of charge of a perpetual, irrevocable, transferable, world-wide and royalty-free licence to reproduce and use any work of the type referred to in Clause CA7.2 and every part of it in any manner.

D.4 As between the Authority and the Service Provider Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.

D.5 The Authority grants to the Service Provider a non-exclusive, non-transferable, revocable licence to use all the Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of its the Service Provider's Personnel to provide the Services. Any such licence is granted for the Call-Off Term solely to enable the Service Provider to comply with its obligations under the Call-Off Contract.

E. E.1 at the Authority's request and in any event upon the termination of Expiry of the Agreement or Call-off Contract, promptly deliver to the Authority or destroy as the Authority may direct all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and

E.1.2 not, except where provided in Clause 25 of the Agreement or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

E.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clause 25 of the Agreement or CA9 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 25 and CA9 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 25 and CA9.

E.3 The Service Provider shall not advertise or announce the existence of the Call-Off Contract or that it is providing the Services to the Authority without the prior written consent of the Authority and the Authority shall have the right to approve any advertisement or announcement before it is made.

F. For the duration of this Agreement or any Call-Off Contract and for a period of 12 months after expiry or termination of this Agreement or Call-Off Contract, the Service Provider shall not employ or offer employment to any TfL Group employees who have been associated with the provision of the Services by the Service Provider without the Authority's prior written consent. Any breach of this Clause shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first 12 months of new employment.

G. G.1 For the purpose of Clause CA32. "Report" means any report, paper or document prepared by the Service Provider for the Authority as part of or in the course of providing the Services or as otherwise requested by the Authority in connection with the Services.

G.2 The Service Provider agrees that it shall not restrict, or attempt to restrict, its liability or include, or attempt to include, any exclusion, limitation or disclaimer of any or all of its liability in relation to its responsibility for the Report, either in the Report or elsewhere. The Service Provider expressly acknowledges that any exclusion, limitation, disclaimer or restriction of its liability in relation to its responsibility for the Report or

any attempt to exclude, limit, disclaim or restrict its liability in relation to its responsibility for the Report will not have any effect.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in

Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

6 INSURANCE

6.1 Public Liability £1M per incident

6.2 Professional Indemnity £1M per incident and in the aggregate per annum for the duration of the Contract and for 6 years after the expiry or termination of the Contract

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [*Authority*]

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of [*the Service Provider*]

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

[To be completed by the Authority]

1. Services to be provided

2. Timetable

Commencement date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

Attach Project Plan (if any) (including Milestones if applicable)

3. Liquidated Damages

Amount of liquidated damages per day (if any):

4. Expenses

Expenses will not be paid by The Authority

5. Authority Account Details

Relevant account code and cost centre:

6. Address for Invoices

Address where invoices shall be sent:

TfL Corporate, Accounts payable, 1st Floor, PO Box 45276, 14 Pier Walk,
London, SE10 1AJ

Tel: 08453035100

Fax:02030545331

Email: accountspayable@tfl.gov.uk

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

Date/Period for submission of Invoices: In accordance with Clause 7.1 of the Agreement. Monthly in arrears during the Call-Off Contract Term for ad-hoc consultancy services and annually in advance for all its Research Services.

7. Authority Call-Off Co-ordinator

Name:

Address:

Phone:

Fax:
Email:

8. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice:

9. Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

Attachment 2

[To be completed by the Service Provider]

1. Charges

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

2. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

4. Proposed completion date

[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3

Special Conditions for Call-Off

CA7 FURTHER INTELLECTUAL PROPERTY REQUIREMENTS

- CA7.1 The Service Provider shall procure that all the Service Provider's Personnel performing the Services (or part of them) contract with the Service Provider that any Intellectual Property Rights arising out of or relating to work done by those persons pursuant to a Call-Off Contract shall be assigned with full title guarantee to the Authority and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.
- CA7.2 If, and to the extent that, the Products consist of or include copyright work authored by the Service Provider or any other person, being work not prepared or developed for the purposes of the Call-Off Contract, then, notwithstanding Clause 23.1, title to the copyright in such work shall not vest in the Authority.
- CA7.3 The Service Provider grants or undertakes to procure the grant to the Authority free of charge of a perpetual, irrevocable, transferable, world-wide and royalty-free licence to reproduce and use any work of the type referred to in Clause CA7.2 and every part of it in any manner.
- CA7.4 As between the Authority and the Service Provider Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.
- CA7.5 The Authority grants to the Service Provider a non-exclusive, non-transferable, revocable licence to use all the Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of its the Service Provider's Personnel to provide the Services. Any such licence is granted for the Call-Off Term solely to enable the Service Provider to comply with its obligations under the Call-Off Contract.

CA8 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- CA8.1 The Service Provider shall:
- CA8.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

- CA8.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.
- CA8.2 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause CA8.1.1 and the Service Provider shall:
- CA8.2.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;
- CA8.2.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and
- CA8.2.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.
- CA8.3 If a claim or demand is made or action brought to which Clause CA8.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause 23.1) so as to avoid the infringement or the alleged infringement, provided that the terms of the Call-Off Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

CA9 FURTHER CONFIDENTIALITY REQUIREMENTS

CA9.1 The Service Provider shall:

CA9.1.1 at the Authority's request and in any event upon the termination of Expiry of the Agreement or Call-off Contract, promptly deliver to the Authority or destroy as the Authority may direct all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and

CA9.1.2 not, except where provided in Clause 25 of the Agreement or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

CA9.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clause 25 of the Agreement or CA9 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 25 and CA9 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 25 and CA9.

CA9.3 The Service Provider shall not advertise or announce the existence of the Call-Off Contract or that it is providing the Services to the Authority without the prior written consent of the Authority and the Authority shall have the right to approve any advertisement or announcement before it is made.

CA32 CONSULTANCY - DISCLAIMER CLAUSE

CA32.1 For the purpose of Clause CA32. "Report" means any report, paper or document prepared by the Service Provider for the Authority as part of or in the course of providing the Services or as otherwise requested by the Authority in connection with the Services.

CA32.2 The Service Provider agrees that it shall not restrict, or attempt to restrict, its liability or include, or attempt to include, any exclusion, limitation or disclaimer of any or all of its liability in relation to its responsibility for the Report, either in the Report or elsewhere. The Service Provider expressly acknowledges that any exclusion, limitation, disclaimer or restriction of its liability in relation to its responsibility for the Report or any attempt to exclude, limit, disclaim or restrict its liability in relation to its responsibility for the Report will not have any effect.

SCHEDULE 7 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 32 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

**SCHEDULE 8 – CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

SCHEDULE 9 – RE-TENDER COOPERATION

[This Schedule should set out any specific requirements that will be required of the Service Provider to assist with the re-tendering of the Services, in particular setting out any information/documents/data, etc. likely to be required with (where possible) dates for meeting those requirements

