

## **Call-Off Contract**

**Framework Number: ITC11445 – Reseller and Associated Services**  
**Request Form Number: ITC11445/10\_ICT11659**

**THIS CALL-OFF CONTRACT is made 28<sup>th</sup> October 2015**

### **BETWEEN:**

- (1) Transport for London (“the Authority”); and
- (2) Proband Ltd, a company registered in England and Wales (Company Registration Number 2653446) whose registered office is at 45-55 Camden Street, Birmingham,, B1 3BP (“the Service Provider”).

### **RECITALS:**

A. The Contracting Body and the Service Provider have entered into an agreement dated August 2014 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Body or the Contracting Body (“the Framework Agreement”).

B. The Contracting Body wishes the Service Provider to provide the specific Deliverables described in this Call-Off Contract pursuant to the terms of the Framework Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Deliverables on those terms and conditions set out in the Call-Off Contract.

### **THE PARTIES AGREE THAT:**

#### **1. CALL-OFF CONTRACT**

1.1 The terms and conditions of the Framework Agreement shall be incorporated into this Call-Off Contract.

1.2 In this Call-Off Contract the words and expressions defined in the Framework Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Framework Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

#### **2. DELIVERABLES**

2.1 The Deliverables to be supplied by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

## 6. OTHER INFORMATION OR CONDITIONS

This Call-Off Contract is supplemented by the Service Provider's Proposal including Attachment's 1, 2, 3 & 4.

The Jama End User Licence agreement is incorporated into this agreement. Where there is a conflict the terms and conditions of call off contract prevail.

### SIGNED

For and on behalf of Proband Ltd

Signature: **REDACTED**  
Name: PAUL ROMAN  
Title: TENDERS SPECIALIST  
Date: 28.10.15

### SIGNED

For and on behalf of Transport for London

Signature: **REDACTED**  
Name: Antony Fany  
Title: Senior Commercial Manager  
Date: 28 OCTOBER 2015

## Attachment 1

### Deliverables to be provided and associated information

#### 1. Requirement

Transport For London have a need for a requirements gathering tool, which will be initially utilised by the Surface Intelligent Transport System (SITS) Programme within Surface Transport. There are also additional areas of TfL who would like to utilise this tool and there is scope within the contract to allow for that.

The licence model is flexible and can be scaled accordingly to meet demand.

The requirements which the Jama product was evaluated against are attached here;



Probrand Jama -  
Requirements Respor

#### 2. Any Special Conditions (see attachment 3 below)

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

#### 3. Acceptance Criteria

Acceptance is dependent on the supplier delivering a product which can fulfil the requirements above.

#### 4. Timetable

Commencement Date: 26 October 2015

Term of the Call-Off Contract: 12 Months initially, with optional extensions of 12 months upto a period of four years.

#### 5. The Contracting Body's Call-Off Co-ordinator and Commercial Manager

Name: Antony Fahy

E-mail address:

Telephone:

**REDACTED**

**Attachment 2**

**Service Provider Proposal - Probrand**

**1. Proposed Solution**

Proposal submitted as requested. Supplier Jama will be providing the licence, implementation, support and training directly to TfL.

**2. Charges**

<b>Requirements Management Tool</b>	
<b>Description</b>	<b>Price</b>
Year 1- Product set-up implementation, including migration of data into product and consultancy for work flow set up**	<b>REDACTED</b>
Year 1 - Hosting, Support and Maintenance Cost *	
<b>Year 1 Total</b>	
Year 2 - Hosting, Support and Maintenance Cost*	
Year 3 - Hosting, Support and Maintenance Cost*	
Year 4 - Hosting, Support and Maintenance Cost*	
<b>Years 1 to 4 Total</b>	

<b>Consultancy Rates</b>				
<b>Position</b>	<b>Onsite Consultancy</b>		<b>Offsite Consultancy</b>	
	<b>Day Rate</b>	<b>Hourly Rate</b>	<b>Day Rate</b>	<b>Hourly Rate</b>
Jama Consultant	<b>REDACTED</b>			
An allowance for any anticipated expenses must be included within the overhead recovery rate for onsite consultancy as TfL will not accept any claims incurred by a supplier's personnel in the performance of the supplier's obligations under the terms of the awarded contract.				

<b>Training Rates</b>
<b>Description</b>
Classroom Training
Online Training
Jama provides free access to an elearning platform of User and Administrator Training courses. Teacher led Courses for both onsite and online delivery are charged at <b>REDACTED</b>

Estimated Licence Usage

Year	Full Access	Assurance and comment	Discussion and Monitoring only
1	10	15	15
2	5	15	15

3	2	15	15
4	2	15	15

### **3. Call-Off Period**

Commencement Date: 26 October 2015

Term of the Call-Off Contract: 12 Months initially, with optional extensions of 12 months upto a period of four years.

### **4. Bidder to please add a suitable exit plan.**

- The End-User Contract shall commence on the Effective Date and, subject to the provisions of this Agreement, shall continue until terminated by either You or us serving on the other not less than 90 days' prior written notice of termination to expire on the last day of the Initial Term or any subsequent anniversary of that date.
- If the End-User wishes to pay the Renewal Fee directly to the Software provider, You shall inform us as soon as possible, and no later than 150 days prior to the Renewal Date.

### **5. Other Information**

- If any of the Licensed Materials are licensed on a user, copy, application or Agreed Unit basis, and a number of users, copies, applications or Agreed Units stated in this End-User Contract is exceeded You shall notify us and shall become liable to pay increased licence fees on the basis of the increased number of users, copies, applications or Agreed Units from the date when such permitted use is exceeded.

### Attachment 3

## JAMA Cloud Services ClickWrap agreement (EULA)



Jama-Software-Acceptable-Use-Policy.pdf    jama-cloud-clickwrap-agreement.pdf

---

2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Call-Off Contract and the Deliverables to be provided and that it has made all appropriate and necessary enquiries to enable it to provide the

Deliverables 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 Framework Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Deliverables to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator and Commercial Manager 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 Deliverables to be provided by the Service Provider and the corresponding Milestones (if any) and Key Milestone Dates (if any) and Implementation Plan (if any) are set out in Attachment 1. The Service Provider must provide the Deliverables in respect of this Call-Off Contract in accordance with such timings and the Service Provider must pay liquidated damages in accordance with the Framework Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Deliverables in order to meet a Milestone and Key Milestone Dates. [Time shall be of the essence in relation to the Key Milestone Dates] where stated in the Implementation Plan.]

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 Deliverables provided to the Contracting Body 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 the provisions of the Framework 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 Framework 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 Framework Agreement. The Service Provider shall submit invoices in accordance with the Framework Agreement and the Charges shall be paid in accordance with this Call-Off Contract.

### **5. CALL-OFF CO-ORDINATOR /COMMERCIAL MANAGER AND KEY PERSONNEL**

The Contracting Body'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