

Call-Off Contract

Framework Number: ITC11445 – Reseller and Associated Services
Request Form Number: ITC11445/208_ICT12302a

THIS CALL-OFF CONTRACT is made 18/03/2016

BETWEEN:

- (1) Transport for London (“**the Authority**”); and
- (2) INSIGHT DIRECT (UK) LTD registered in England and Wales with registration number 2579852 and whose registered office is at: The Technology Building, Insight Campus, Terry Street, Sheffield, South Yorkshire S9 2BU (“**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.

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.

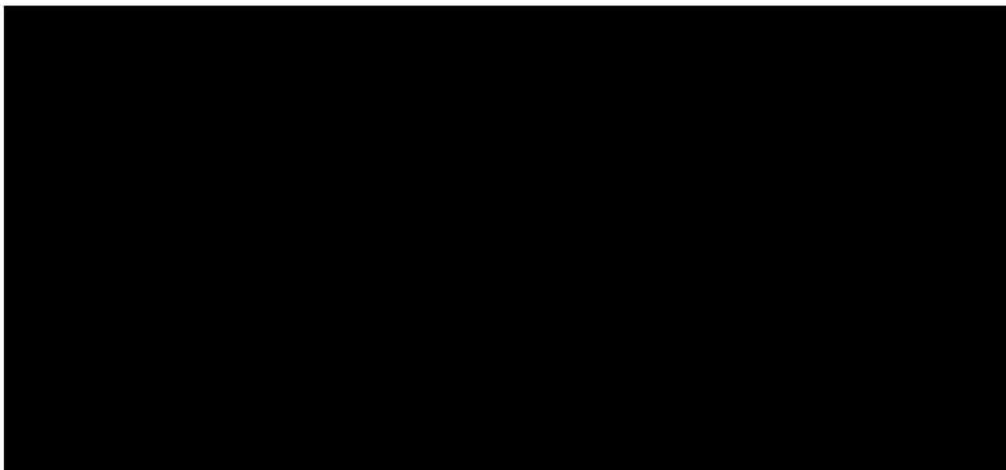
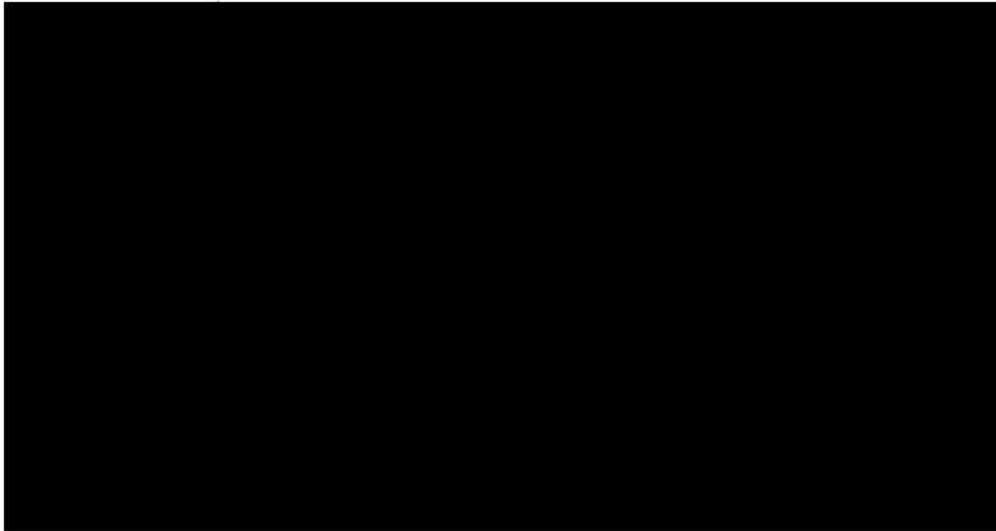
4. CHARGES

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.

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



[Attachment 1](#)

Deliverables to be provided and associated information

The Services

1. Timetable & Payment Terms

[REDACTED]

2. Authority Call-Off Co-ordinator

Rob Carter
[REDACTED]

3. Other information or conditions

Service Provider warrants that in addition to any other performance warranties, undertakings or similar, the goods and services will perform as detailed in the tender response and services will be delivered as specified.

In the event of any conflict between any other terms of this contract and the tender response, those terms shall prevail.

4. Sub-contractors

Sub-contractors shall be:

Professional Services

On a call-off basis as agreed between the parties from time to time:

PROFESSIONAL SERVICES	Unit Price
[REDACTED]	[REDACTED]

Volume Pricing

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Variations / New Goods and Services

New Goods and Services

Authority may call-off Goods and Services from the then current product catalogue (Service Provider’s or subcontractor’s as applicable) in addition to those detailed in Section 6. Software Subscriptions, Hardware & Services.

Variations

Service Provider agrees to the substitution of Goods and Services conditional on the total fee payable being not less than that detailed in Attachment 2, Charges. This is contemplated specifically as regards

[REDACTED]

which the parties acknowledge is a point solution to architectural issues which are scheduled for resolution by Authority with the term of this contract.

Notwithstanding the above the parties agree to apply the principle of substitution more generally.

8. Key Personnel

Not applicable

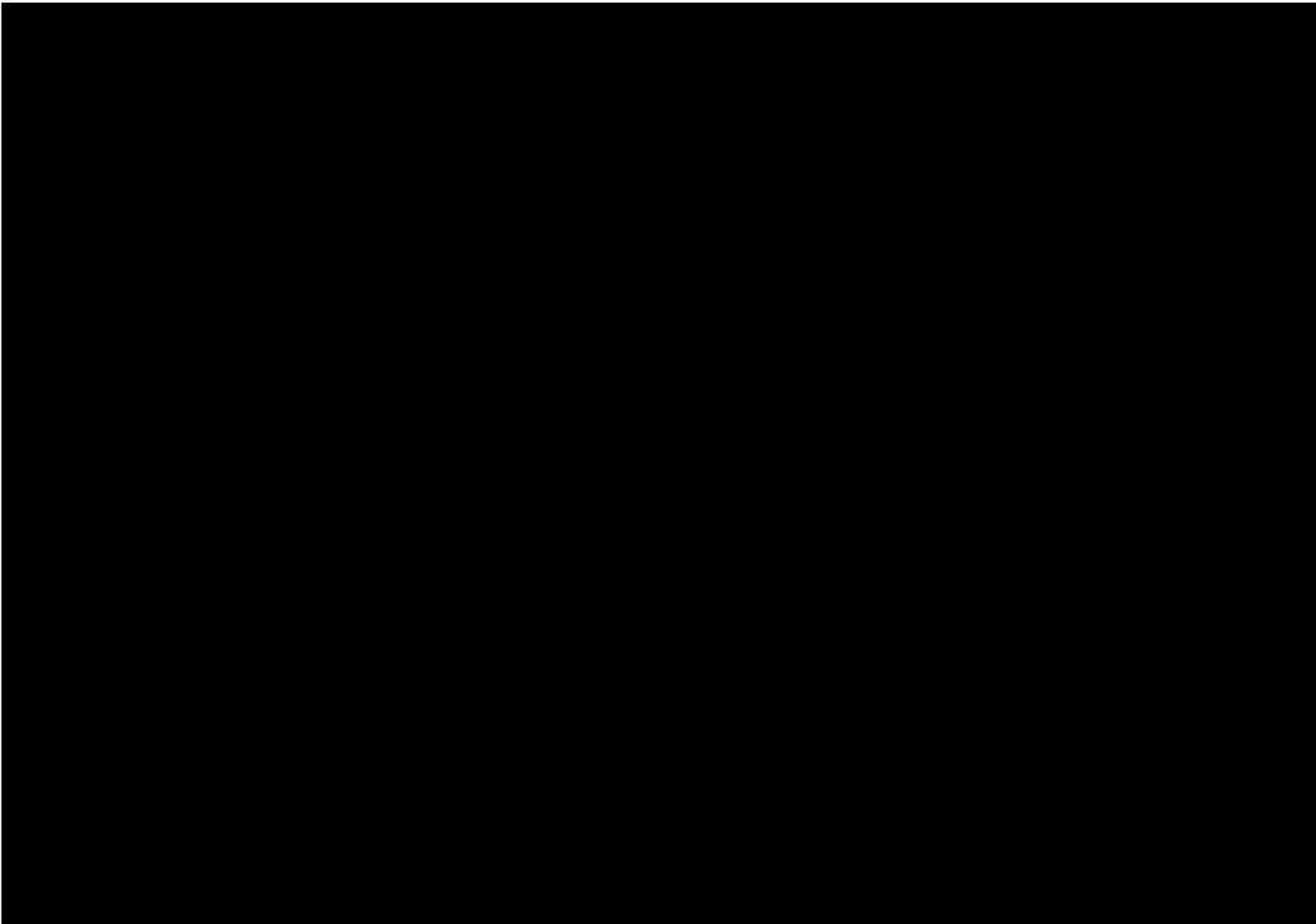
9. Support and Technical Support Level

Service Provider shall provision support services at [REDACTED] level as detailed below and in [REDACTED] published documentation from time to time.

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted line]

- [Redacted]

10. Migration Planning and Execution

[Redacted line]
[Redacted line]
[Redacted line]

[REDACTED]

[REDACTED] – As stated in Schedule 7 of the Framework Agreement

Annex 1 to Call-Off Contract

Change Control Procedures

1. Principles

- 1.1 Where the Contracting Body or the Service Provider sees a need to change any of the Deliverables, the TfL Group's Service Manager may at any time request, and the Service Provider's Service Manager may at any time recommend, such amendment only in accordance with the formal Change Control Procedure ("**CCP**") as set out at paragraph 2.
- 1.2 Neither Party shall unreasonably withhold its agreement to any amendment (which includes not recommending changes to any Deliverables which are not reasonably necessary).
- 1.3 Until such time as an amendment to the Deliverables is made in accordance with this Change Control Procedure, the Contracting Body and the Service Provider shall, unless otherwise agreed in writing, continue to perform the Services in compliance with its terms prior to such amendment.
- 1.4 Any discussions which may take place between the Contracting Body and the Service Provider in connection with a request or recommendation before the authorisation of a resultant amendment to the Deliverables shall be without prejudice to the rights of either Party.
- 1.5 Any work undertaken by the Service Provider which has not been otherwise agreed in accordance with the provisions of this Annex 1 shall be undertaken entirely at the expense and liability of the Service Provider.

2. Procedures

- 2.1 Discussion between the Contracting Body and the Service Provider concerning an amendment to the Services shall result in any one of the following:
 - 2.1.1 no further action being taken;
 - 2.1.2 a request to amend the Services by the Contracting Body; or
 - 2.1.3 a recommendation to amend the Services by the Service Provider.
- 2.2 Where a written request for an amendment is received from the Contracting Body, the Service Provider shall, unless otherwise agreed, submit two (2) copies of a Change Control Note ("**CCN**") signed by the Service Provider to the Contracting Body within seven days of the date of the request or such other period as the Service Managers shall agree (acting reasonably).

- 2.3 A recommendation to amend by the Service Provider shall be submitted direct to the Contracting Body in the form of two (2) copies of a CCN signed by the Service Provider at the time of such recommendation and the Contracting Body shall give its response within fourteen (14) days or such other period as the Service Managers shall agree (acting reasonably).
- 2.4 Each CCN shall contain:
- 2.4.1 the title of the amendment;
 - 2.4.2 the originator and date of the request or recommendation for the amendment;
 - 2.4.3 the reason for the amendment;
 - 2.4.4 full details of the amendment including any specifications;
 - 2.4.5 the price, if any, of the amendment;
 - 2.4.6 a timetable for implementation together with any proposals for acceptance of the amendment;
 - 2.4.7 a schedule of payments, if appropriate;
 - 2.4.8 details of the likely impact, if any, of the amendment on other aspects of the Services including to:
 - 2.4.8.1 the timetable for the provision of the amendment;
 - 2.4.8.2 the personnel to be provided;
 - 2.4.8.3 the amended charges payable under the Services (as now amended);
 - 2.4.8.4 the Documentation to be provided;
 - 2.4.8.5 the training to be provided;
 - 2.4.8.6 working arrangements; and
 - 2.4.8.7 other contractual issues;
 - 2.4.9 the date of expiry of validity of the CCN; and
 - 2.4.10 provision for signature by the Contracting Body and by the Service Provider.
- 2.5 For each CCN submitted the Contracting Body shall, within the period of the validity of the CCN:
- 2.5.1 allocate a sequential number to the CCN;

- 2.5.2 evaluate the CCN and, as appropriate:
 - 2.5.2.1 request further information, or
 - 2.5.2.2 arrange for two (2) copies of the CCN to be signed by or on behalf of the Contracting Body and return one of the copies to the Service Provider; or
 - 2.5.2.3 notify the Service Provider of the rejection of the CCN.
- 2.6 A CCN signed by the Contracting Body and by the Service Provider shall constitute an amendment to the Services and to the Framework Agreement and otherwise no amendment shall have been agreed.

Change Control Note - TEMPLATE

Change Request No: XX - ICTXXXX

Agreement No: ITC11445 – Reseller and Associated Services

Date: XXXX

Title of Amendment: XXXX

Originator: XXXX

Authority Contact: XXXX

The following change is requested to the Agreement identified above

Change Request <i>(to be completed by the client)</i>
<p>Description of Change:</p> <p>Reason/Justification:</p> <p>Affected Area(s):</p> <p>Price:</p> <p>Timetable for implementation:</p> <p>Schedule of Payments:</p> <p>Details of likely impact, if any, of the amendment on other aspects of the Services-</p> <ul style="list-style-type: none">• the timetable for the provision of the amendment;• the personnel to be provided;• the amended charges payable under the Services (as now amended);

- the Documentation to be provided
- the training to be provided;
- working arrangements;
- other contractual issues.

Supplier Proposal attached for further information.

I request that the described change be considered for inclusion in the Agreement.

Approved by the Originator:

Name

Signature

Date/...../.....

Approved by the Authority:

Name

Signature

Date/...../.....

Approved by the Service Provider:

Name

Signature

Date/...../.....