

Call-Off Contract

Framework Number: ICT11448 - IT Solutions
Request Form Number: ICT11448/15 ICT12262

THIS CALL-OFF CONTRACT is made 09/05/2016

BETWEEN:

- (1) Transport for London (“the Authority”); and
- (2) BAE Systems Applied Intelligence Limited (the “Service Provider”) registered in England and Wales with registration number 1337451 and whose registered office is at Surrey Research Park, Guildford, Surrey, GU2 7YP

RECITALS:

A. The Contracting Body and the Service Provider have entered into an agreement dated August 2015 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

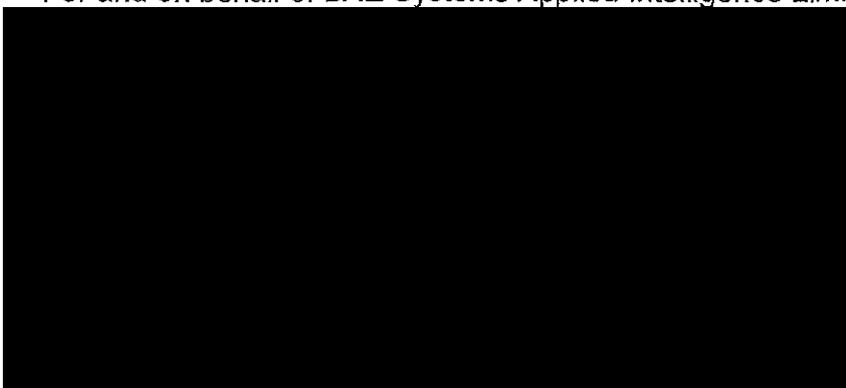


The Contracting Body's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

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

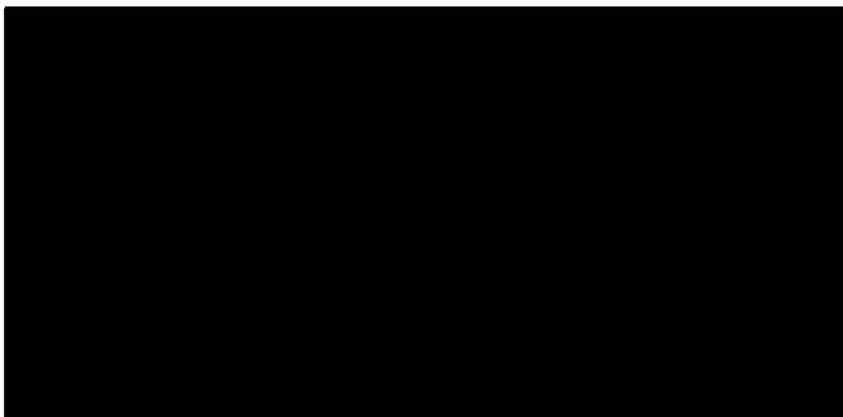
SIGNED

For and on behalf of BAE Systems Applied Intelligence Limited



SIGNED

For and on behalf of Transport for London





Attachment 1 - Deliverables to be Provided and Associated Information

1. Deliverables to be provided and associated information

Solution Delivery and Implementation Plan

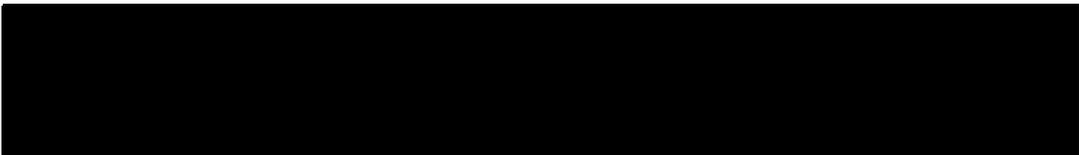
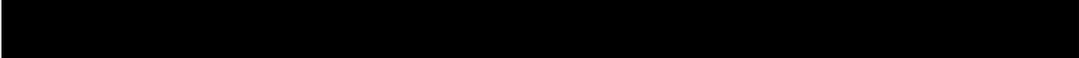
- 1.1. The Service Provider shall deliver the Implementation Phase Services and BAU / Run Phase Services detailed herein in accordance with the Statement of Requirements and its tendered response ('Service Provider Tender') and to the timescales contained herein.
- 1.2. Time shall be of the essence in the performance of the Contract.
- 1.3. The Service Provider shall be responsible for any agreements that may be necessary with 3rd Parties on Contracting Authorities request, including procuring any necessary licenses..
- 1.4. The Service Provider shall be responsible for project managing the implementation of the agreed solution.
- 1.5. The project plan for delivery includes milestones, dates, deliverables, dependencies, risk and resource requirements. Payments will be dependent on milestones being met to Contracting Authority's satisfaction.
- 1.6. Weekly Progress Reports will be required during the delivery.
- 1.7. Service Provider warrants that in addition to any other performance warranties, undertakings or similar, the goods and services will perform as detailed in the Service Provider Tender and services will be delivered as specified.
- 1.8. In the event of any conflict between any other terms of this contract and the Service Provider Tender, those other terms shall prevail.

Key Milestones and Payment Milestones

- 1.9. 
- 1.10. Payment shall be apportioned as follows

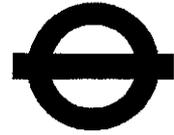


Connectivity

- 1.11. 
- 1.12. 

Reporting

- 1.13. The Solution shall deliver the following reporting and dashboards from Go-live, in line with the Service Provider's Tender;

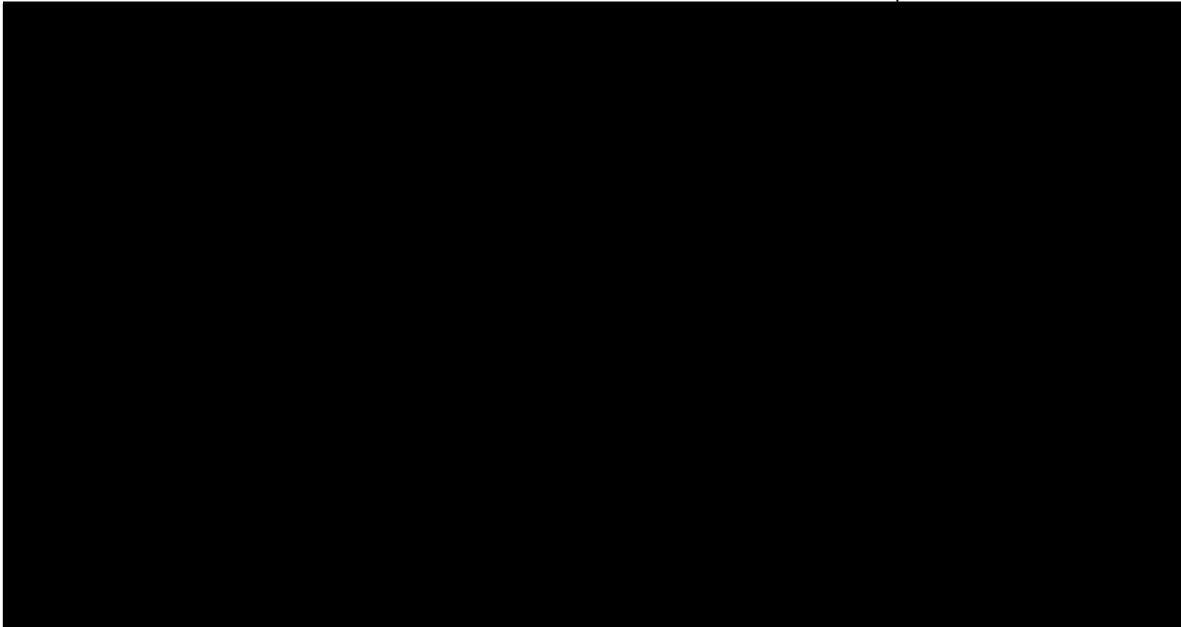


- Dashboards and Reports as per the Statement of Requirements and Service Provider Tender:

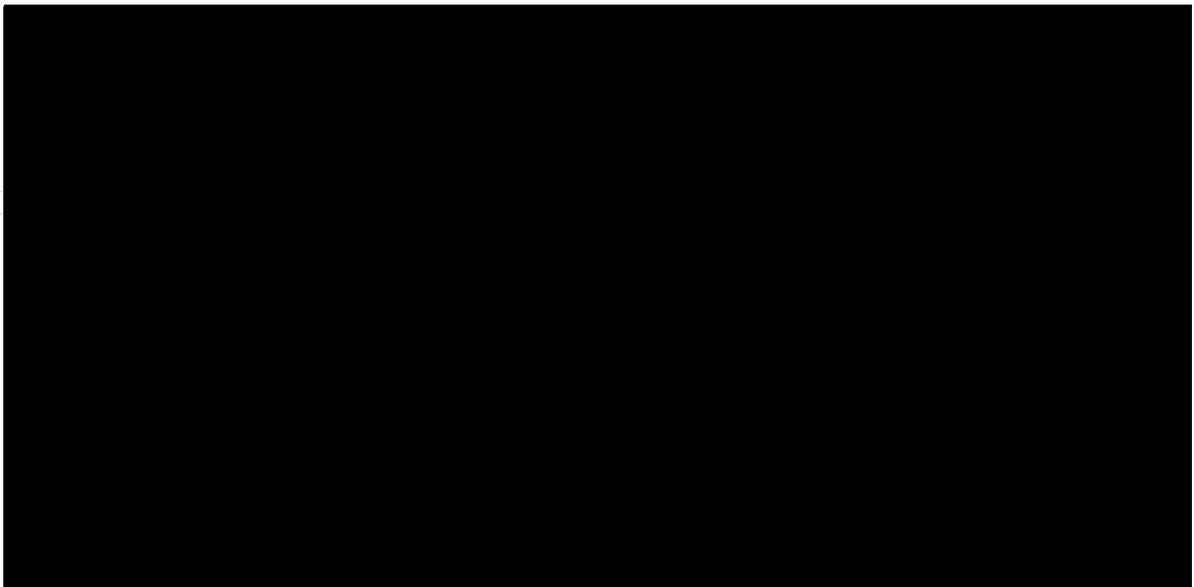


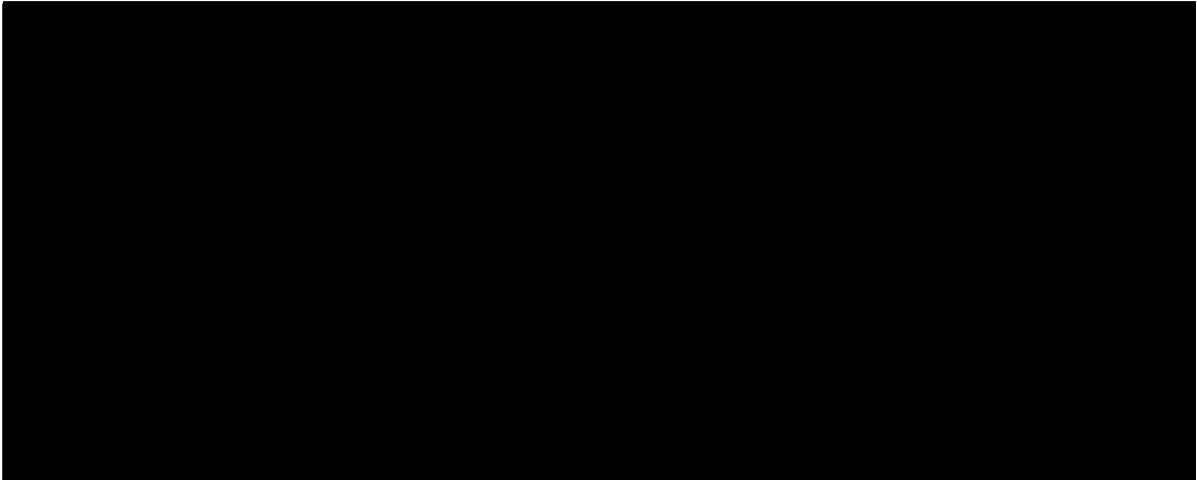
1.14. The Service Provider shall provide guidance on the expected running times for each report.

Test Plan and Acceptance



Vulnerability / Penetration Testing





Delivered Solution Documentation

- 1.26. Service Provider shall deliver Documentation in both soft and hard copy to cover the following:



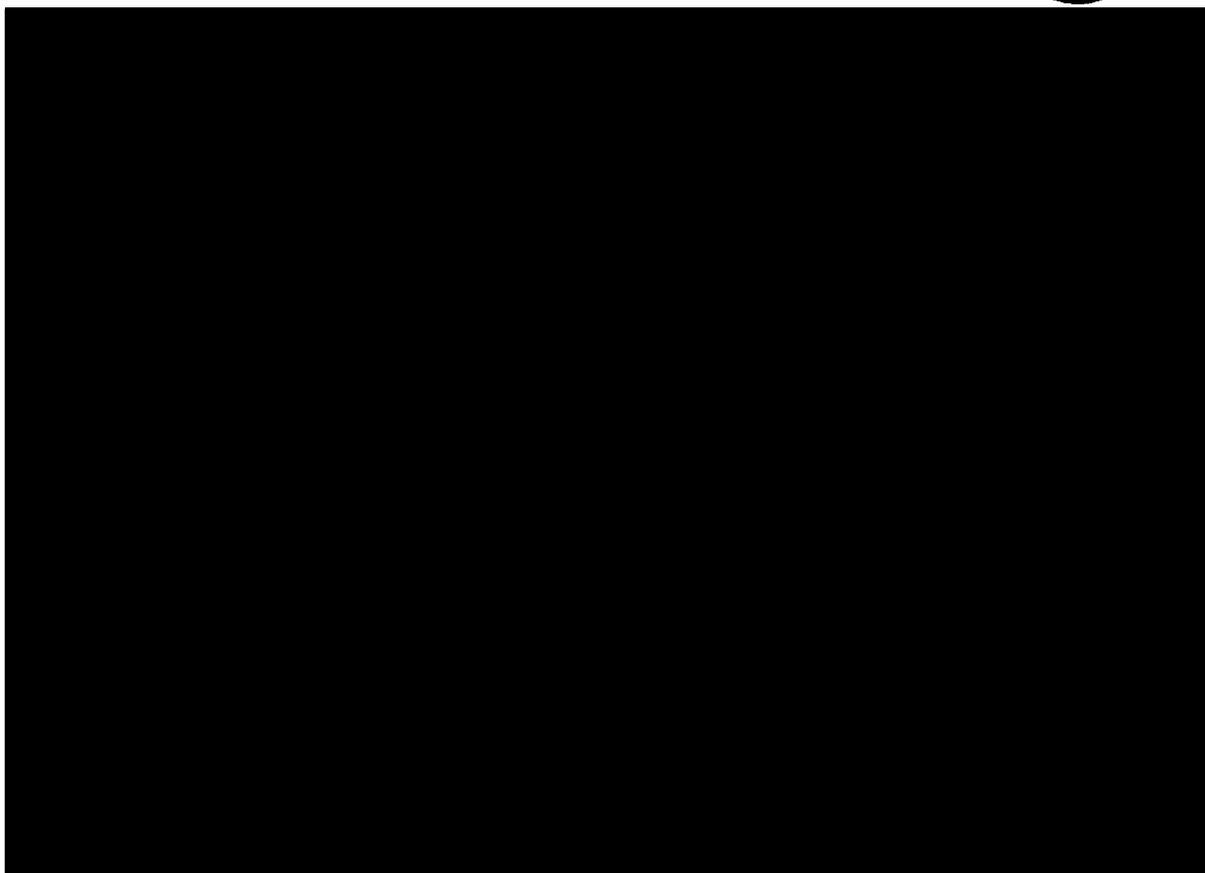
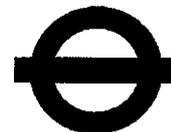
Training

- 1.27. All training shall be as per the Service Provider's tendered Training Plan and as further detailed herein.
- 1.28. The Service Provider shall provide training in order to develop TfL staff's knowledge of, and competence at using, the solution and its components.
- 1.29. The Service Provider shall hold workshops for technical key users to train them on the system design and database structure.
- 1.30. The Service Provider shall provide an option for training courses for non-technical users to learn how to use the dashboards and understand the data contained therein.
- 1.31. The parties may additionally agree further training requirements to be delivered under this Contract from time to time.

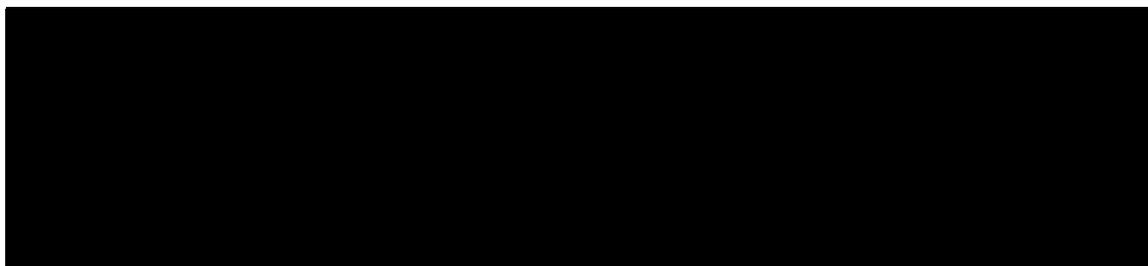
Hosting and Hosting Service Levels

- 1.32.



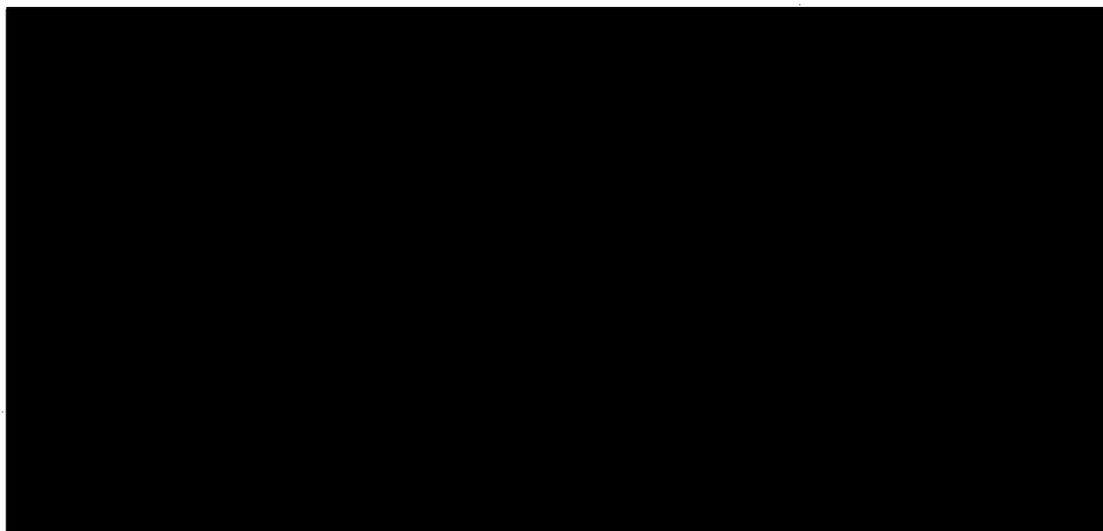


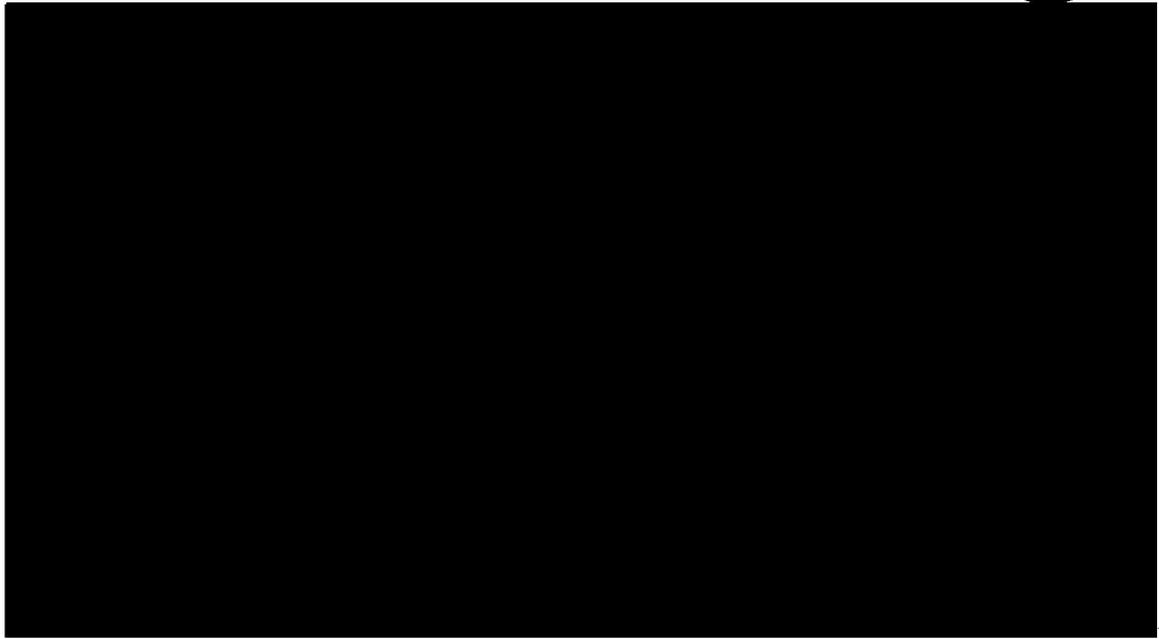
Security



Other Service Level Agreements and KPI's

1.39.





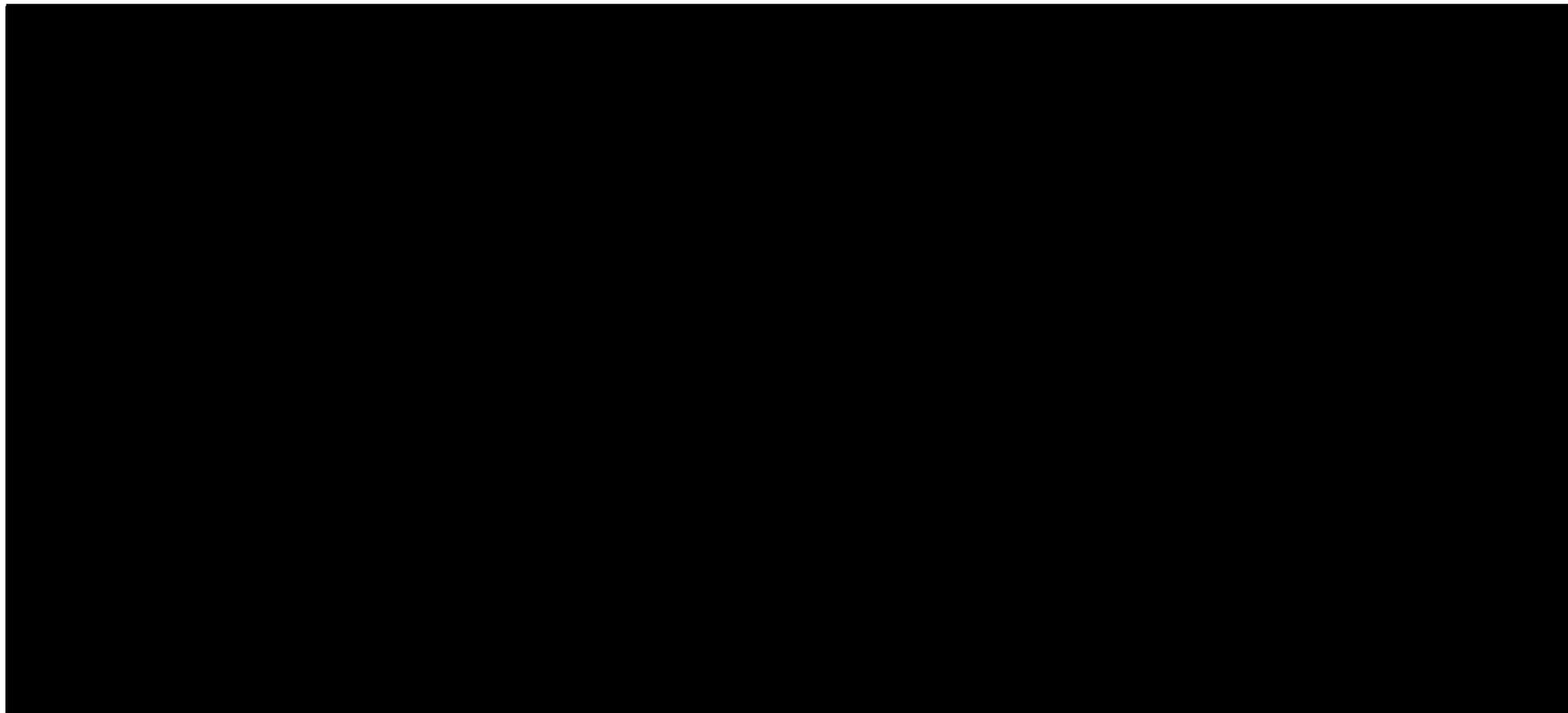
Statement of Requirements

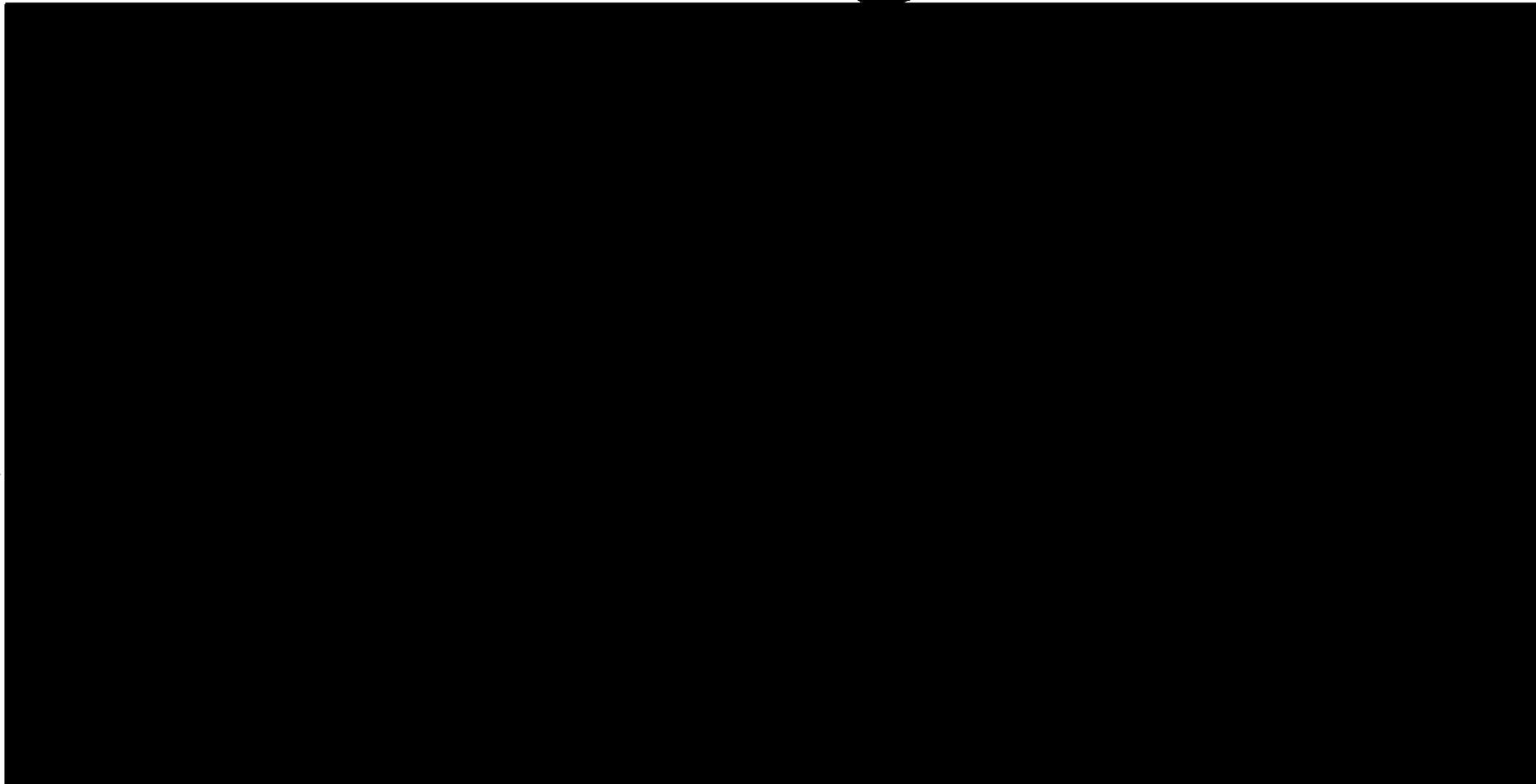
1.40. As per the issued tender documentation.

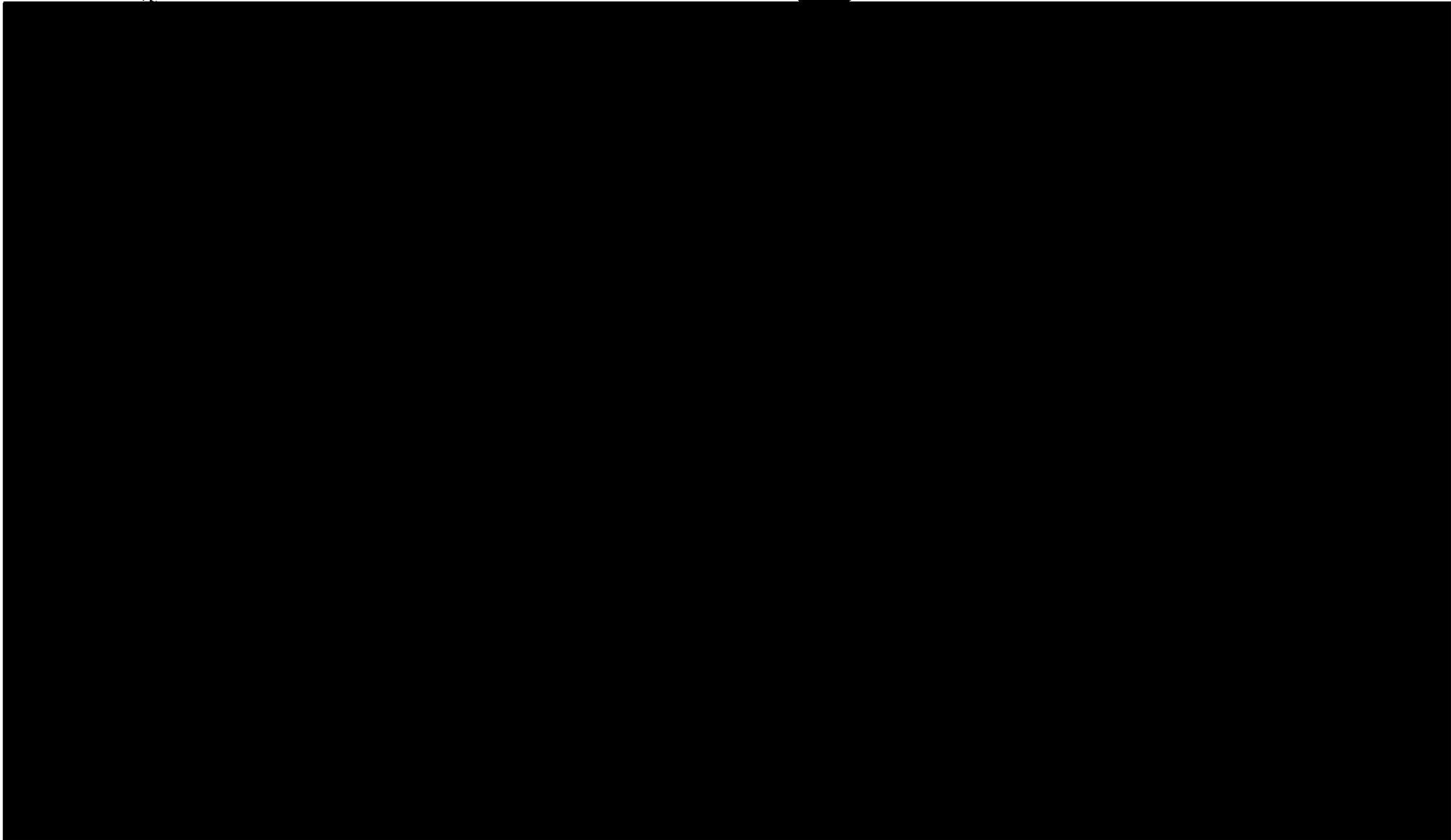


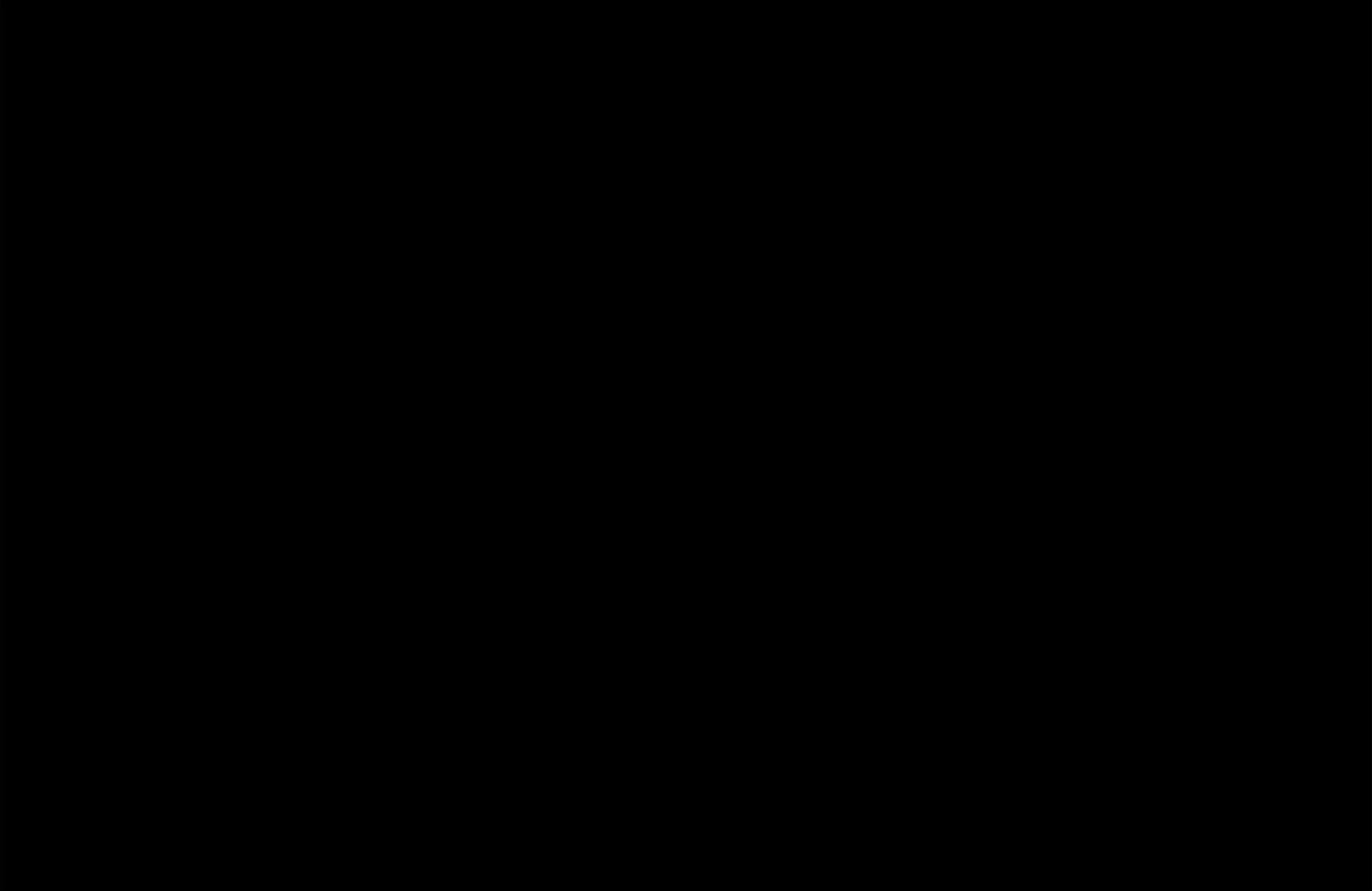
Attachment 2 - Charges

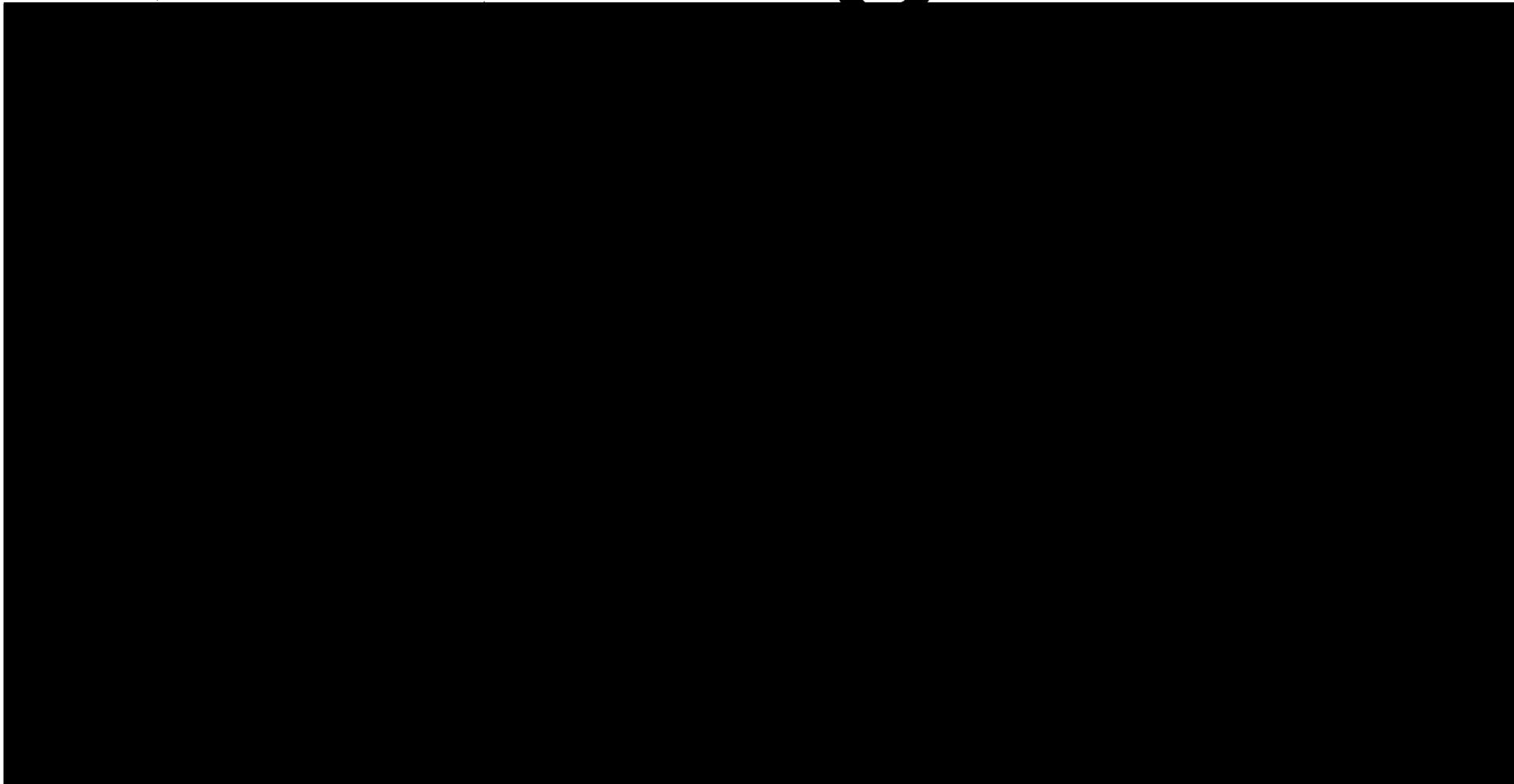
2. Charges

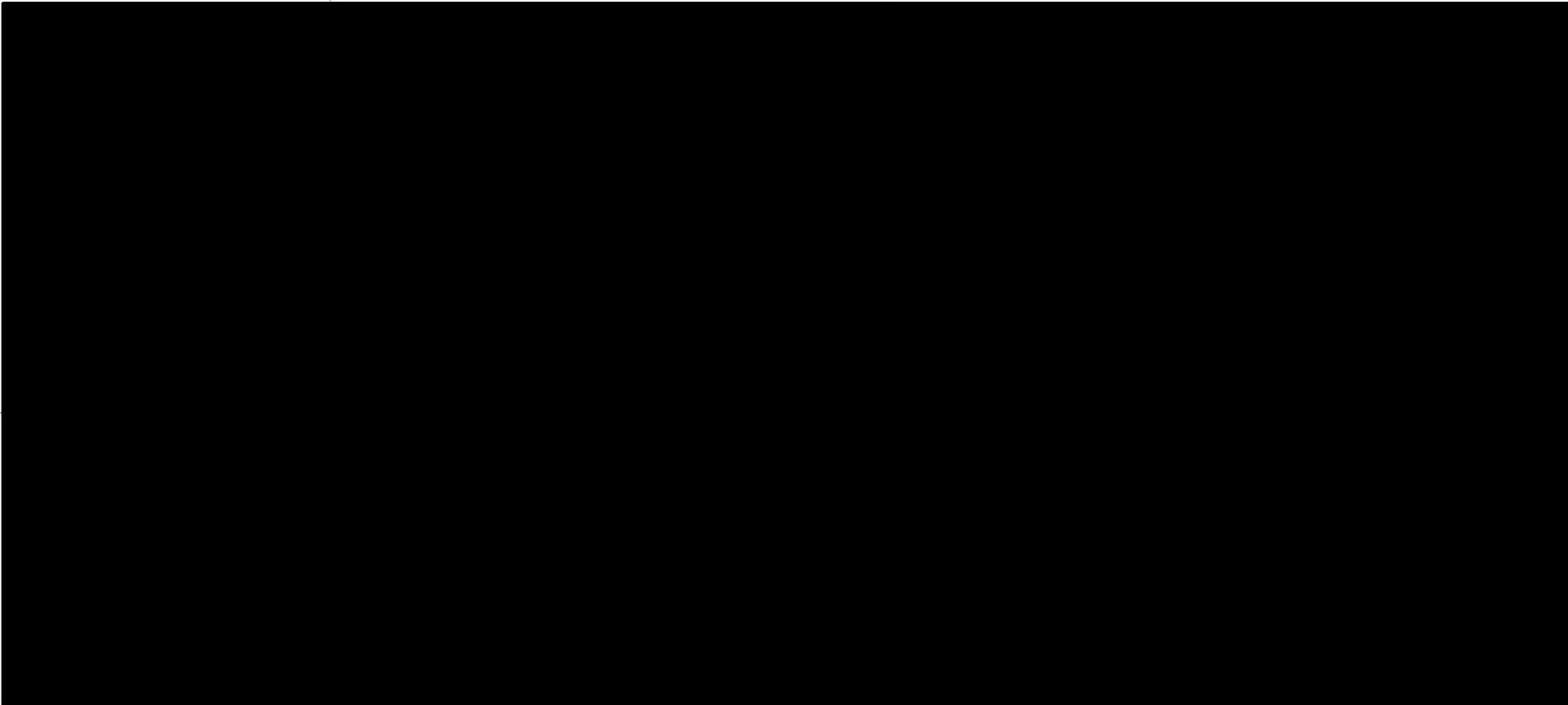
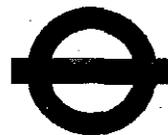






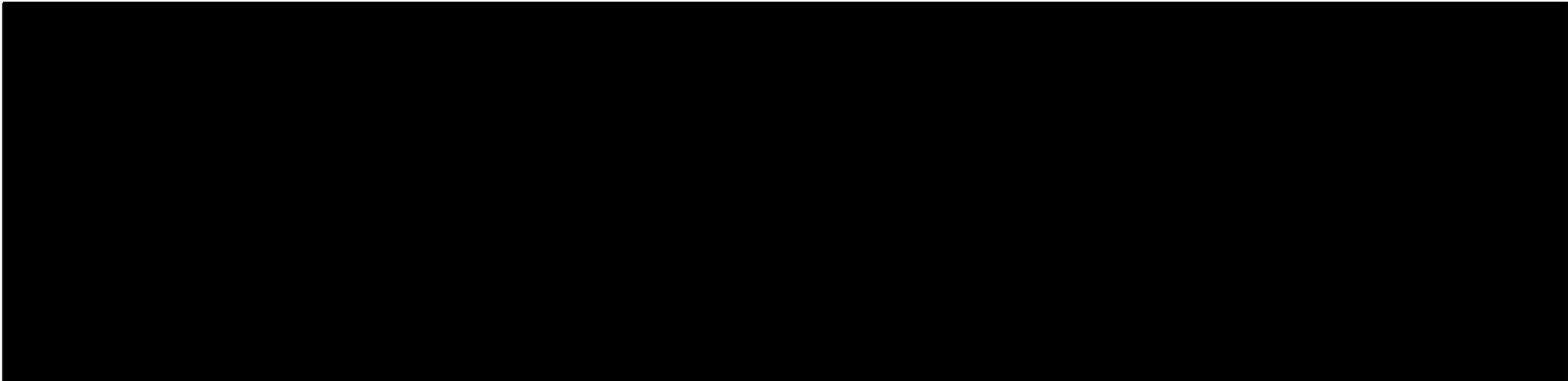
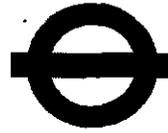














Attachment 3 to Call-Off Contract
Special Conditions for Call-Off Contract

3. Contract Information

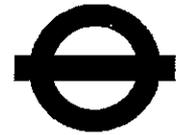
3.1. Any Special Conditions

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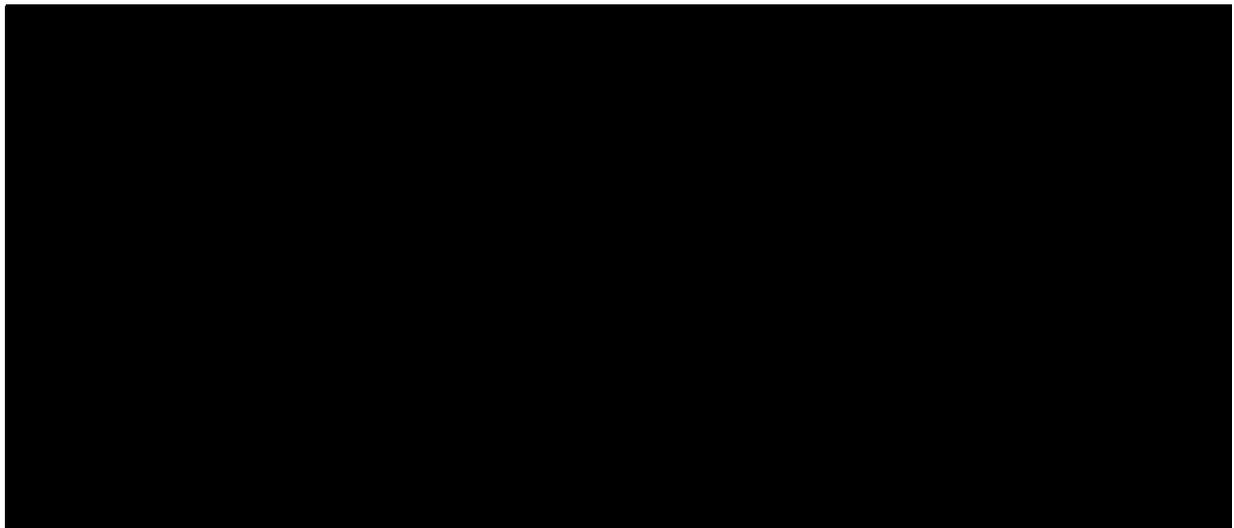
[Redacted]

- Termination

The Contracting Authority may terminate on written notice, such notice to be given not less than 30 days from the anniversary of contract commencement.



- The Contracting Authority's Call-Off Co-ordinator





Annex 1 to the Call-Off Contract – Change Control

1. Principles

- 1.1 Where the Contracting Authority 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 Authority 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 Authority 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.

Procedures

- 2.1 Discussion between the Contracting Authority 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 Authority; 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 Authority, 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 Authority within seven (7) 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 Authority in the form of two (2) copies of a CCN signed by the Service Provider at the time of such recommendation and the Contracting Authority 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 Statement of Requirements;



- 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 Authority and by the Service Provider.
- 2.5 For each CCN submitted the Contracting Authority 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 Authority 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 Authority 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

Change Request No

Framework Agreement No.....dated.....

Title of Amendment.....

Originator.....

Date of request.....

The following change is requested to the Call-Off Contract identified above

Change Request (to be completed by the Contracting Authority)
Description of Change: Reason/Justification: Affected Area(s) if relevant: Details of the requirement: Price: Timetable for implementation: Schedule of Payments: Details of likely impact, if any, of the amendment on other aspects of the Services- <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.
I request that the described change be considered for inclusion in the Framework Agreement Signature Date/...../..... Position
Approved by the Contracting Authority: Signature Date/...../..... Position