

Call-Off Contract

Framework Agreement Number: ITC11445

Call-Off Contract Number:

THIS CALL-OFF CONTRACT is made the

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** ("the Contracting Body"); 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. **TRANSPORT FOR LONDON** and the Service Provider have entered into an agreement dated 30/07/2014 which sets out the framework for the Service Provider to provide certain Deliverables to 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 12 months with the GLA having the option to extend in 12 month increments, to a maximum of a further 24 months* 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

SIGNED

For and on behalf of the GLA

For and on behalf of INSIGHT DIRECT (UK) LTD

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

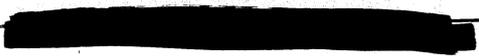
Date: _____

Date: _____

SERVICE LEVEL & DATA SERVICES SUPPLY AGREEMENT

1. DEFINITIONS

1.1. Defined Terms

"HCLL"	Means Home Connection Lettings Limited who are Service Provider's subcontractor and agent in the delivery of the Services. HCLL
"Authorised Users"	Means the member of GLA staff who uses the system, and who is authorised to make calls to the Service Provider Help Desk. The GLA will nominate named Authorised Users.
"End User(s)"	A member or members of the general public who uses the Solution.
"Housing Partner"	A 3 rd party organisation (probably but not necessarily a Local Authority and / or Registered Social Landlord) which uses the Solution to advertise and process housing transactions.
"Critical Functionality"	Critical Functionality is that functionality which is required for timely processing of property bids. It includes: <ul style="list-style-type: none">• General Web Site Availability an End User: <ul style="list-style-type: none">• Home Page• Login to the Private Zone• Property Search• Bidding For Housing Partners who administer the system: <ul style="list-style-type: none">• Login• Property Management – Opening for bidding, bid processing• Data Ingestion
"the GLA"	means, the GLA (who is the Contracting Body).
"Service Provider Account Manager"	Means the member of Service Provider staff that has responsibility for project managing and supporting the operational aspects of the system for the GLA.
"Co-ordination meetings"	Quarterly business user group meetings attended by Housing Partners .
"Support Window"	

2. SERVICES OVERVIEW

- 2.1. General Scope of Services provided by Service Provider
- 2.2. Service Provider shall provide the following Services
- 2.3. including but not limited to;

[REDACTED]

3.10. [REDACTED]
[REDACTED]
[REDACTED]

Miscellaneous

3.11. [REDACTED]
[REDACTED]

3.12. [REDACTED]

3.13. [REDACTED]

3.14. [REDACTED]

3.15. **Branding Guidelines**

3.15.1. Service Provider shall change the site/service according to the Mayor's / GLA's design guidelines as provided from time to time. A detailed brief or specification will be written to cover all aspects of the guidelines and various assets such as logos and CSS styling will also be required from the GLA.

3.16. The specification will provide costs and be subject to discussion and approval with GLA staff. The current design and branding was commissioned by the GLA and delivered to their requirements.

4. SUPPORT SERVICES

4.1. Service Provider shall:

4.1.1. [REDACTED]
[REDACTED]

4.1.2. [REDACTED]

4.1.3. [REDACTED]

4.1.4. [REDACTED]

4.1.5. [REDACTED]

4.1.6. [REDACTED]

4.1.7. [REDACTED]

4.1.8. [REDACTED]

4.1.9. [REDACTED]

4.1.10. [REDACTED]

4.1.11. [REDACTED]

4.1.12. [REDACTED]

4.1.13. [REDACTED]

4.1.14. Work to the best interests of the GLA in negotiating any improvements that involve third party suppliers.

4.1.15. [REDACTED]

4.1.16. Undertake not to make alterations to the service that affect the operation of other partner's service without consultation across all affected partners.

4.1.17. Forward on any comments or queries from the GLA end users that are made to Service Provider to an appropriate contact at the GLA.

4.2. Additional requirements around extra information can be met by adding new information to existing reports or through our own managed reporting tools. Changes would be charged at standard rates for consultation and project management.

4.3. Service Provider is NOT responsible for:

4.3.1. [REDACTED]

4.3.2. [REDACTED]

[REDACTED]

4.3. [REDACTED]

4.3. [REDACTED]

4.4.2. [REDACTED]

4.4.3. [REDACTED]

4.4.4. [REDACTED]

5.1. Help Desk

5.1.1. Requests for service are placed with the Service Provider Help Desk. The Help Desk registers the call and allocates it to the relevant account manager. The Help Desk service is available between the [REDACTED] Calls will be answered personally. At other times an answer phone service will be available [REDACTED]

5.1.2. Requests can also be placed by e-mail.

5.1.3. Contact information is as follows;

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

5.2. Help Desk Incident Logging – Response Criteria

5.2.1. GLA Authorised Users have access to the Service Provider Help Desk during working hours and can log fault incidents by [REDACTED] faults are logged by the Service Provider Help Desk, and recorded in a fault log and the fault reference will be advised to the GLA Account Manager or Authorised User for future reference. The following represents the different priority levels applied by the Help Desk and the target time-scales for responses (during working hours):

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

	[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

5.2. [REDACTED]

5.2.3 [REDACTED]

5.2.4. [REDACTED]

5.3. [REDACTED]

5.3.1 [REDACTED]

- Determine whether the call is a request for information, fault call or a request for a change to the agreed working of the system. If it is a call for information Service Provider will supply or make arrangements to supply the information and the call will be closed.
- If the call is potentially a fault call a description of the fault will be entered on the tracking system and a priority of A, B or C will be assigned to the fault by Service Provider. Service Provider may adjust the priority later as investigations into the fault proceed and the the GLAauthorised user informed of any change in priority.
- If the call is a request for a change to the system it will be logged in the Service Provider Issue Log and considered in the appropriate forums.

5.3.2. At this point Service Provider may request additional information, documentation or Investigative work by the GLA. This request will be clearly stated and recorded as the times quoted for Resolution or Fix will run from the time when this request has been met by the GLA.

5.3.3. Once a fault or problem has been logged, the Service Provider support team will determine the most effective way to resolve the problem in a timely manner.

5.3.4. [REDACTED]

5.3.5. Target Resolution and Fix times only apply to fault and problem events where Service Provider has sole responsibility for the fault. Where the responsibility is joint, either with Service Provider or a third

party, Service Provider will endeavour to work with the other party to achieve the target times, but cannot guarantee that they will be met.

5.3.6. If the problem relates to third party items (e.g. hardware, operating system software), the problem report will be passed to the appropriate supplier or Support Company for resolution. Service Provider will monitor the problem report and keep the GLA informed of progress.

5.3.7. All maintenance activities undertaken by Service Provider staff will follow approved security procedures. These will follow normal IT change control and release management procedures.

5.3.8. Service Provider will ensure that the appropriate personnel within the GLA are kept regularly informed on the progress of fault resolution, advising of key events and expected clearance times.

5.3.9. Completed calls are closed in a structured way and confirmation gained from the GLA that the problem has been corrected.

5.3.10. Fault lists and Issue Logs will be discussed at each Service Provider Co-Ordination meeting

5.3.11. [REDACTED]

6. ACCEPTANCE CRITERIA AND IMPLEMENTATION TIMELINE

The following table contains a proposed schedule for acceptance by the GLA of the Solution.

[REDACTED]	[REDACTED]

		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]

[REDACTED]

- 7. [REDACTED]
- 7.1. [REDACTED]
- 7.2. [REDACTED]
- 7.3. [REDACTED]
- 7.4. [REDACTED]

SCHEDULE 2

1. HOUSING INFORMATION SERVICES

- 1.1. [REDACTED]
- 1.2. [REDACTED]
- 1.2.2. [REDACTED]
- 1.2. [REDACTED]

1.2.4 [REDACTED]

1.2.5 [REDACTED]

1.2.6 [REDACTED]
[REDACTED]

1.2.7 [REDACTED]
[REDACTED]

1.2.8 [REDACTED]

1.2.9 [REDACTED]

SCHEDULE 3

1. ESCALATION PROCEDURE

1.1. Escalation procedures should be invoked when the GLA believe that the contracted service levels are not being met.

1.2. Service Provider Escalation Procedure;

Title	Phone number	email address	Reason
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE 4

1. CHANGE REQUESTS

1.1. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2. [REDACTED]

[REDACTED]

1.3. [REDACTED]

[REDACTED]

[REDACTED]

1.4. [REDACTED]

1.5. [REDACTED]

1.6. [REDACTED]

SCHEDULE 5

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT 2

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT 3 TO CALL-OFF CONTRACT

Special Conditions for Call-Off Contract

NOT USED

APPENDIX 3

NOT USED

