

Table of Contents

Attachment 1- The Services: Deliverables to be provided and associated information.....	6
1. Overview / Core Deliverables.....	6
2. General Provisions.....	6
3. Methodology.....	7
4. Tools and Environments.....	7
5. (Interface/ Support Dashboard Design) - Dashboard.....	8
6. Project Plan, Critical Path, Key Milestone Dates and Timelines.....	9
6.1. Key Milestone Dates are:.....	9
6.2. Project Plan.....	9
6.3. The key critical path elements:.....	10
6.4. Documentation Delivery Timeline.....	10
7. Documentation.....	10
8. Test Planning and Execution.....	11
8.9. Regression Testing.....	12
9. Acceptance of Deliverables.....	12
10. Post Go-live Support and Warranty.....	13
11. Value-add Deliverables.....	13
12. Assumptions and Caveats.....	13
13. Service Provider's Personnel.....	14
13.1. Escalation.....	14
14. Technical Specification.....	15
14.1. Specification 1.....	15
14.2. Specification 2.....	15
15. Work location.....	15
15.1. Intellectual Property Rights.....	15
1.1.1. Acceptance Criteria.....	16
1.1.2. Timetable.....	16
1.1.3. The Contracting Authority account details.....	16
1.1.4. The Contracting Authority's Call-Off Co-ordinator.....	16
1.1.5. Additional or varied minimum Insurances (if any) to be held by Service Provider:.....	16
15.4. Price.....	18
Annex 1 to the Call-Off Contract.....	20
1. Principles.....	20
2. Procedures.....	20

Annex B

Call-Off Contract Template

Framework Agreement Number: ICT11448

Call-Off Contract Number: 1

THIS CALL-OFF CONTRACT is made the day of October 2015

BETWEEN:

- (1) Transport for London ("**the Contracting Authority**"); and
- (2) Keytree Limited, a company registered in England and Wales (Company Registration Number 05744007) whose registered office is at 2nd Floor 114, St Martins Lane, London, WC2N 4BE ("**the Service Provider**").

RECITALS:

- A. The Contracting Authority and the Service Provider have entered into an agreement dated 03/08/2015 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Authority ("**the Framework Agreement**").
- B. The Contracting Authority 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 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 the provisions of the Framework Agreement, shall continue in force **for 12 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.

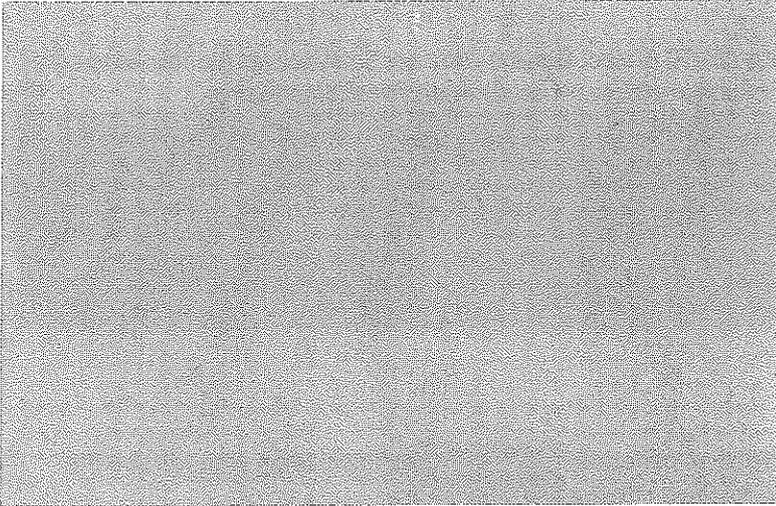
5. CALL-OFF CO-ORDINATOR /COMMERCIAL MANAGER AND KEY PERSONNEL

The Contracting 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 1.

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

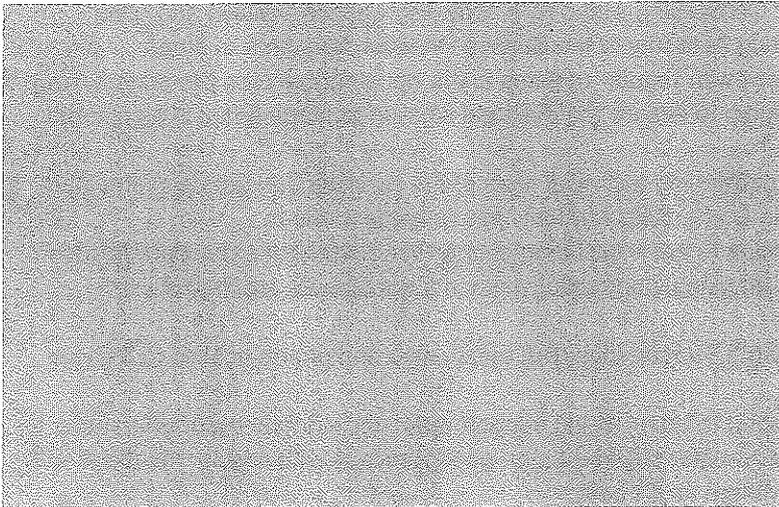
SIGNED

For and on behalf of the Transport for London



SIGNED

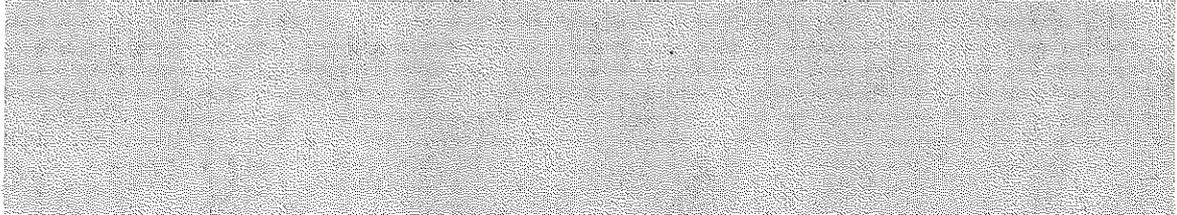
For and on behalf of Keytree Limited



Attachment 1- The Services: Deliverables to be provided and associated information

1. Overview / Core Deliverables

- 1.1. In support of the Workforce Planning (WFP) project Service Provider shall deliver the following core deliverable to the Technical Specification at clause 14 as amended from time to time.

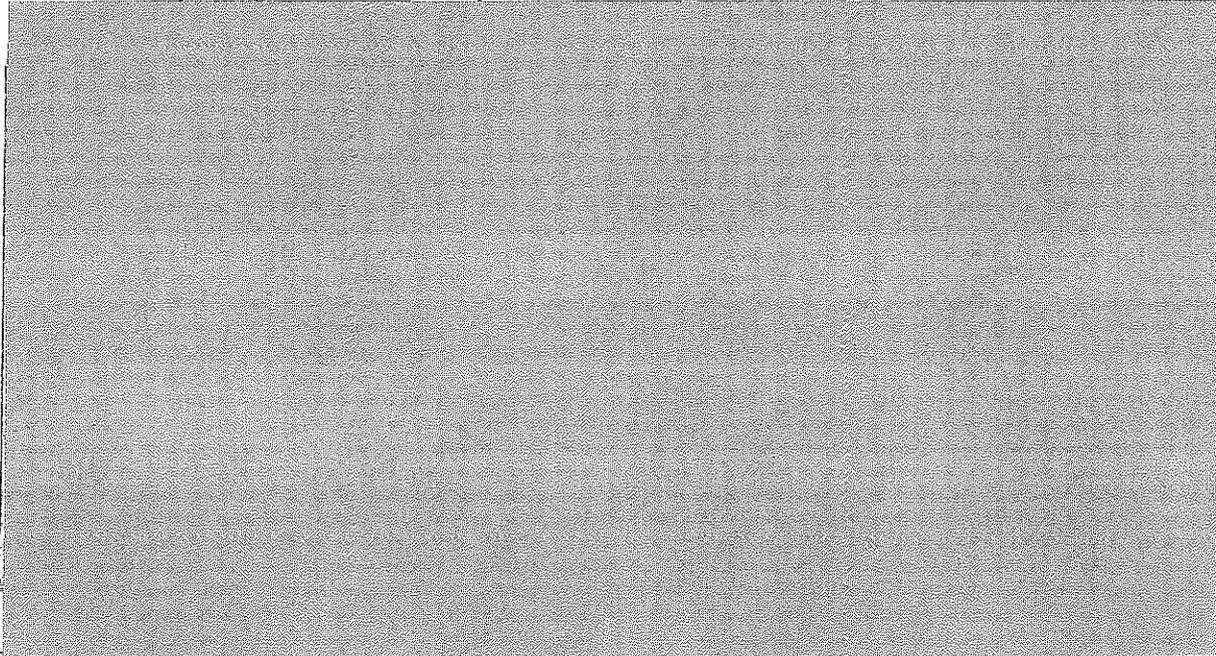


2. General Provisions

- 2.1. Service Provider's shall provide a highly experienced [redacted] technical team who will see the project through design, delivery and test and into the warranty phase.
- 2.2. The Service Provider shall develop the [redacted] and associated documentation in an iterative agile manner – development will commence before sign-off of documentation.
- 2.3. The Service Provider shall abide by Contracting Authority's code segregation policies and other policies as provided by the Contracting Authority to the Service Provider from time to time.
- 2.4. Documentation will proceed iteratively, with regular updates to the document across the project made available to Contracting Authority, again to ensure the eventual sign-off at stage gates is as smooth as possible.
- 2.5. Service Provider will support test – performing technical tests of the services and data implemented, and dealing with issues raised by the Contracting Authority functional test teams.
- 2.6. Service Provider shall support transition to live – including support for governance procedures such as change boards, stage gates and ensuring Contracting Authority documents are in-line with governance standards
- 2.7. Service Provider shall provide Warranty Support including email, web and phone access to Service Provider's online service desk.
- 2.8. Service Provider shall transition support to an on-going support team, including knowledge transfer to that party. Transition and knowledge transfer shall be an on-going process with regular meetings with that support team to handover knowledge as it's built.

3. Methodology

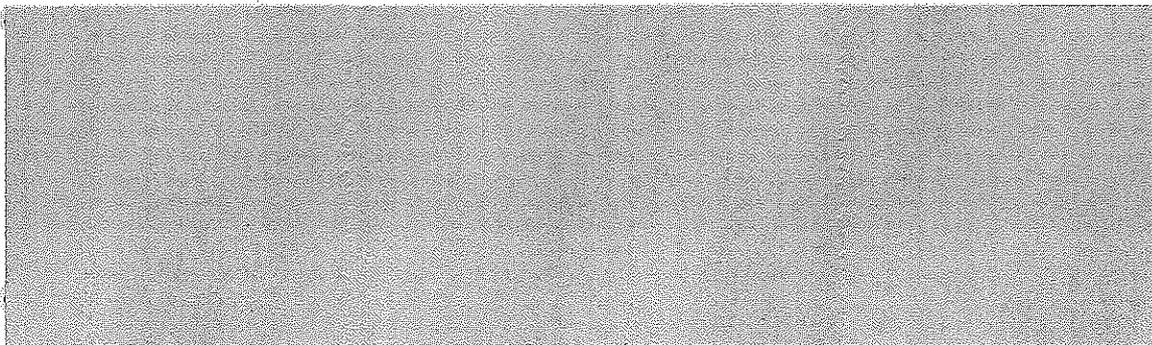
- 3.1. Service Provider shall work within the governance structures of the Contracting Authority PRINCE II project method, but using agile to manage project build.
- 3.2. Service Provider shall undertake Quality assurance through collaboration with the Contracting Authority during the iterative build process and through use of Service Provider's internal test team

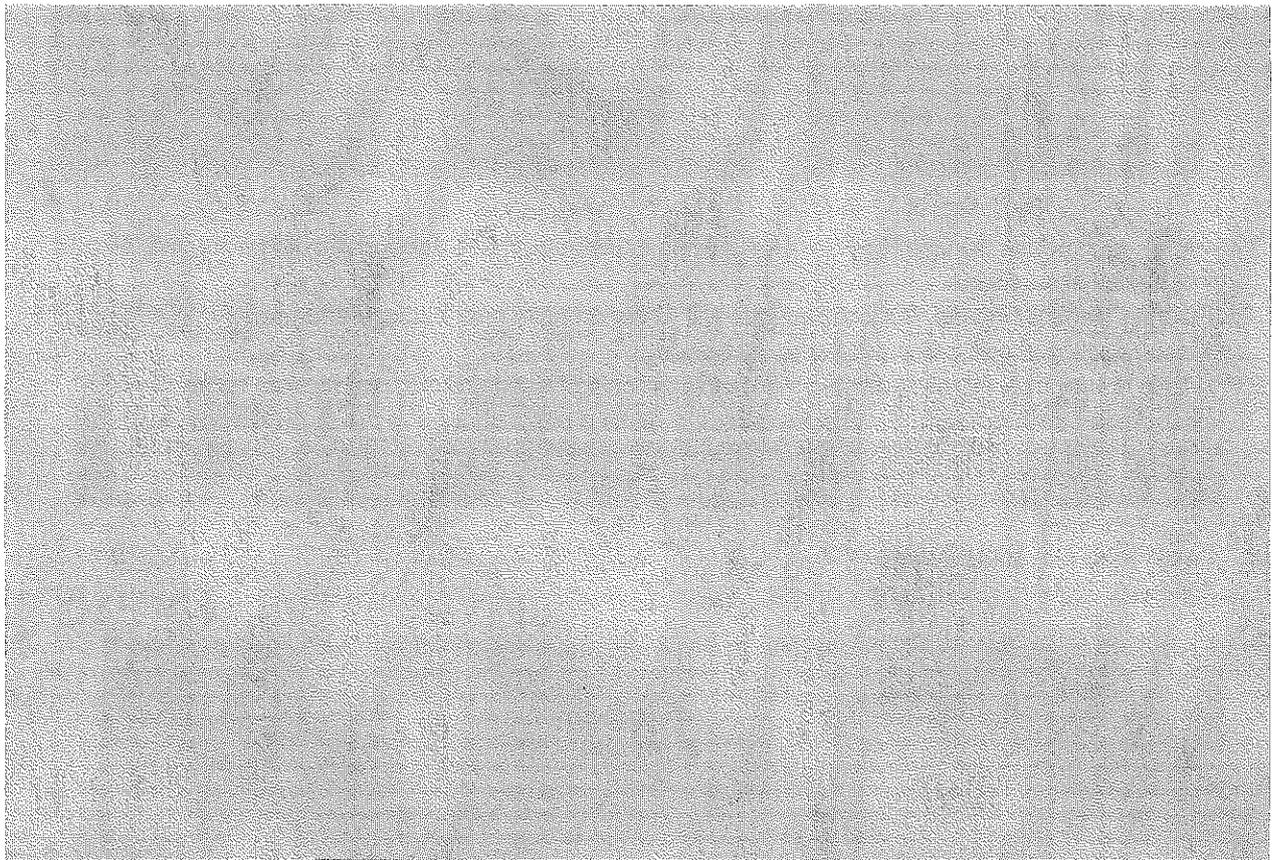
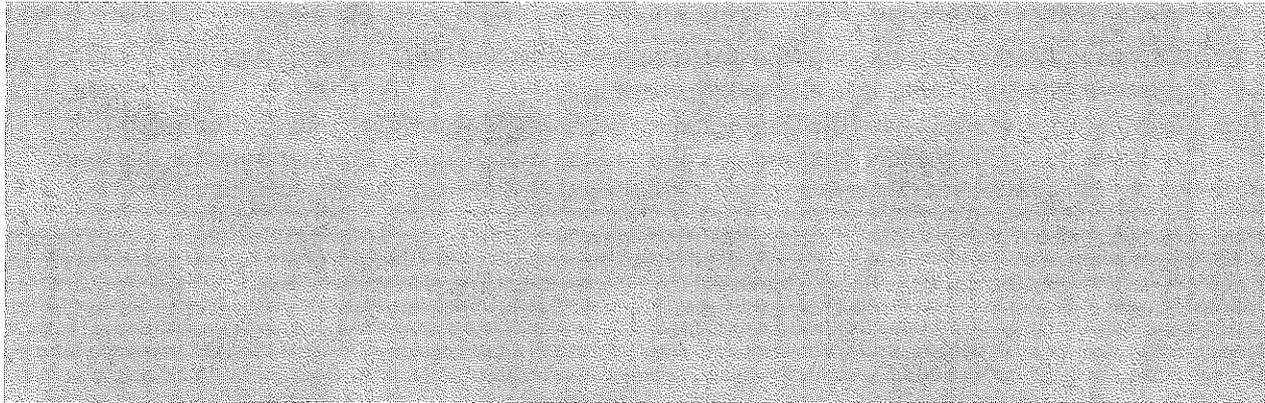


- 3.4. After each phase Service Provider shall complete discrete phase entry and exit checkpoints as part of quality assurance.
- 3.5. During the Build phase, Service Provider will follow an agile methodology and use [redacted] instance to manage tasks and the sprint backlog.
- 3.6. Agile is very user interface centric methodology (being based around user stories) so for the PI integration development, Service Provider will make a slight change to the methodology such that:



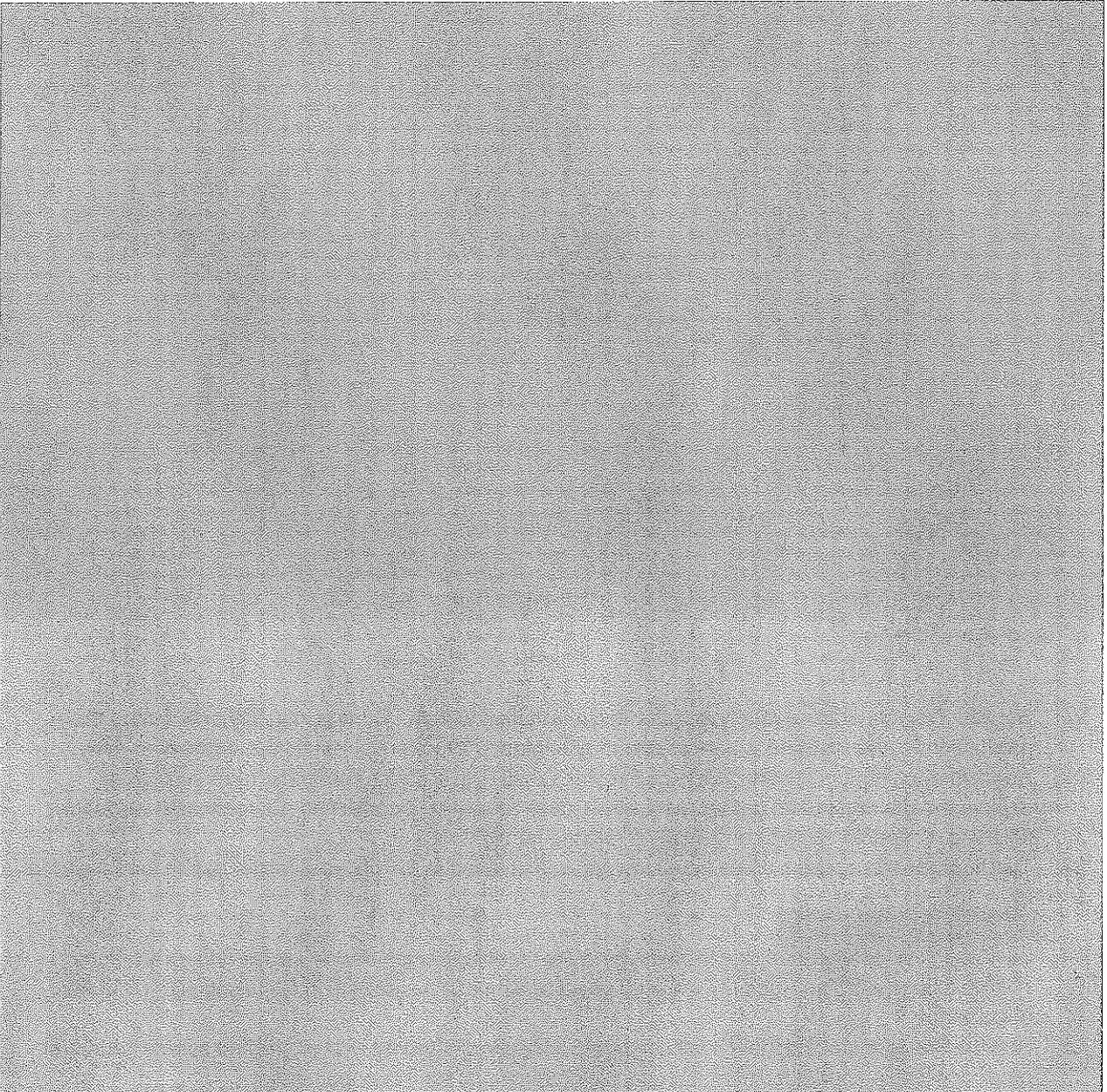
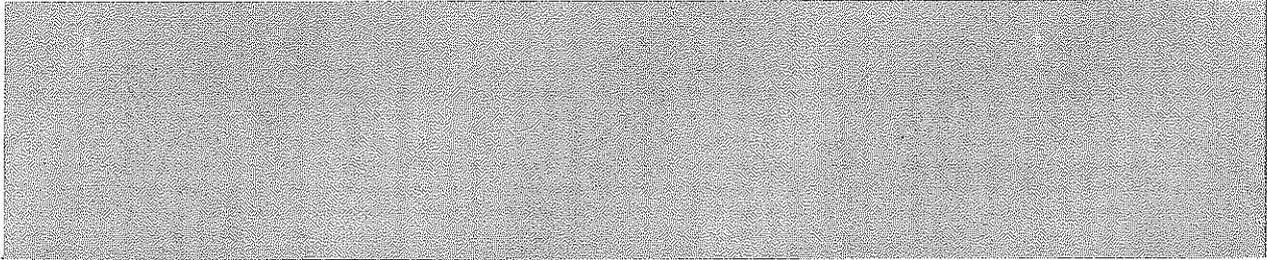
4. Tools and Environments

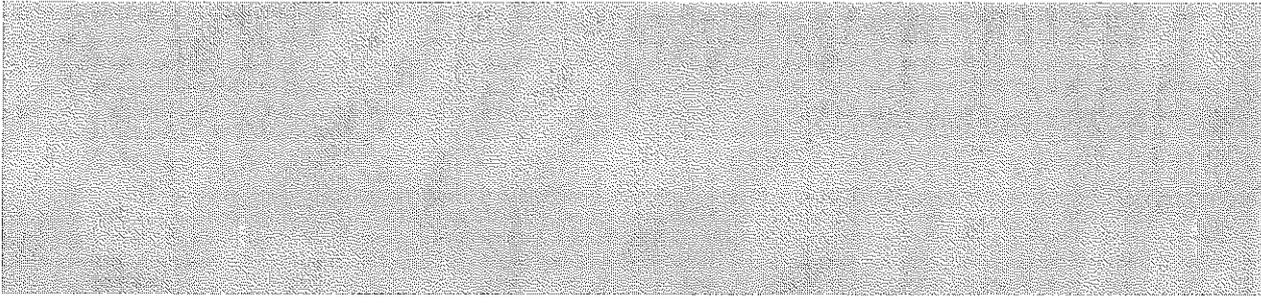




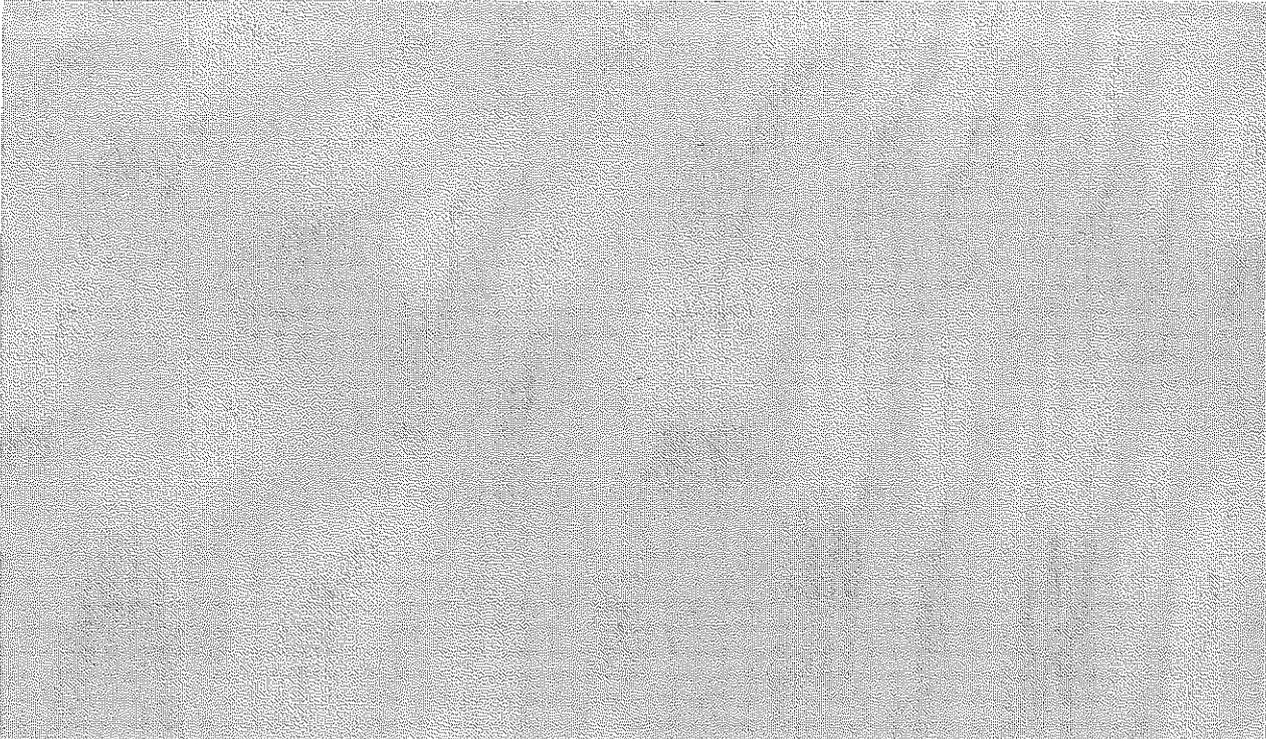
6. Project Plan, Critical Path, Key Milestone Dates and Timelines

6.1. Key Milestone Dates are:





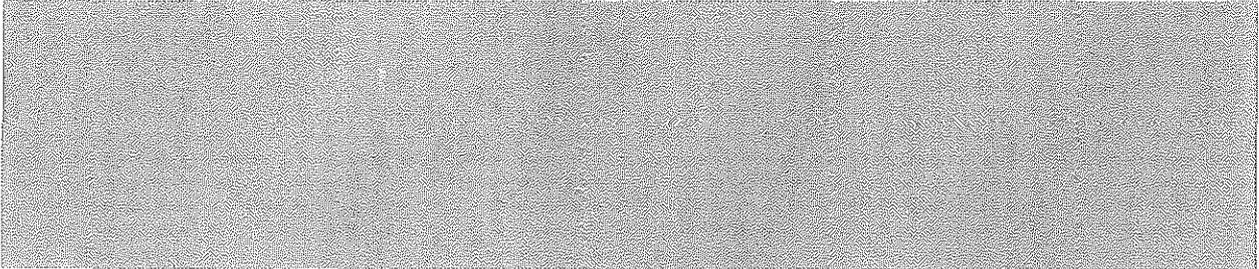
6.4. Documentation Delivery Timeline



7. Documentation

- 7.1. Service Provider shall regularly discuss documentation with the Contracting Authority during their production to ensure there is a likelihood of acceptance as potential issues are addressed early.
- 7.2. As each document is released Service Provider shall hold a structured "page turn" session to explain the document and gather feedback. Offline review by Contracting Authority staff will follow, followed by update cycle(s) and finally a release for sign-off.
- 7.3. The timetable for release of the key documents is outlined in 6.4 above – leading up to formal sign-off of 
- 7.4. Service Provider is responsible for taking the documents through review cycles and governance boards to sign-off. The Authority will provide all reasonable assistance in achieving sign off of the documents.
- 7.5. Service Provider confirms that it will provide Contracting Authority with all created source code and other applicable code/documentation (including manuals) for this engagement.

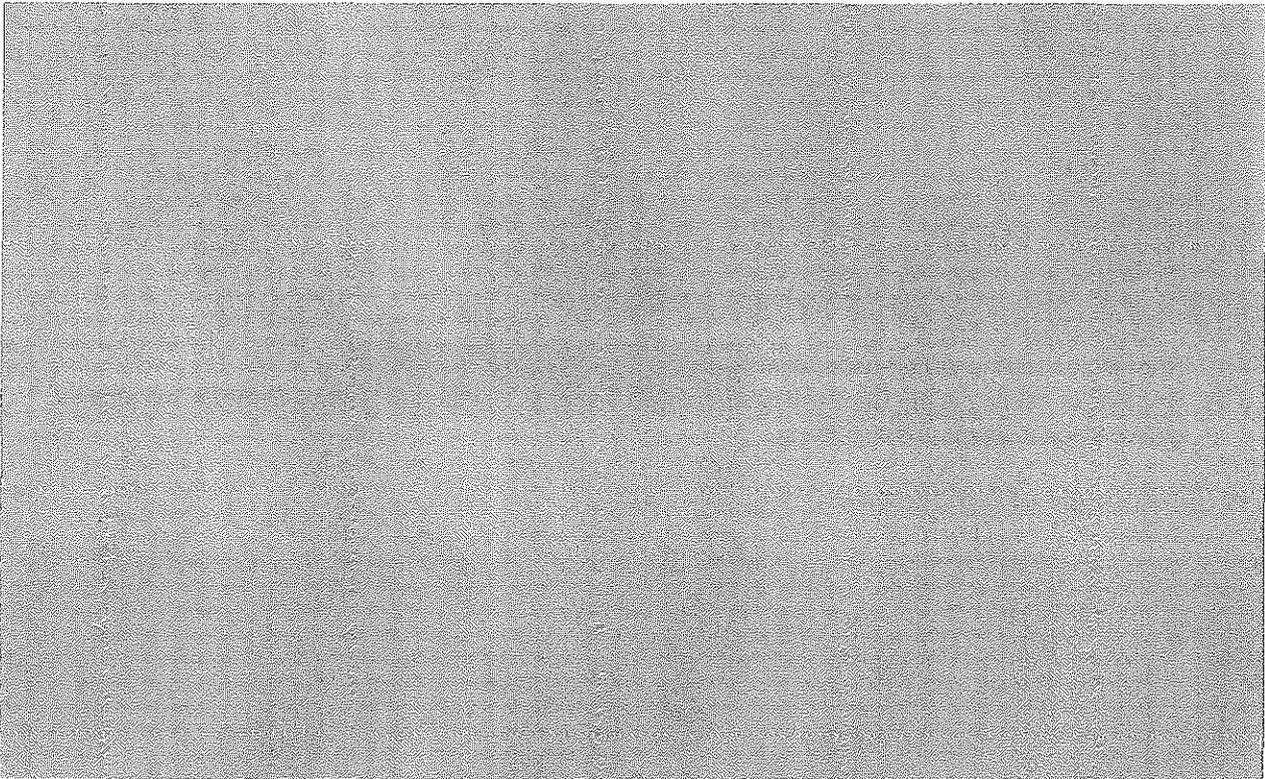
8. Test Planning and Execution



8.2. These objectives will be fulfilled by:

- Execution of a number of testing phases focusing on each of the high level objectives
- Adoption of a risk based test approach – additional focus applied to higher risk area i.e Critical business processes
- Rigorous testing to identify and correct errors or deviations from expected results
- Management of identified Defects to ensure visibility, resolution and closure by the stakeholder and team members involved

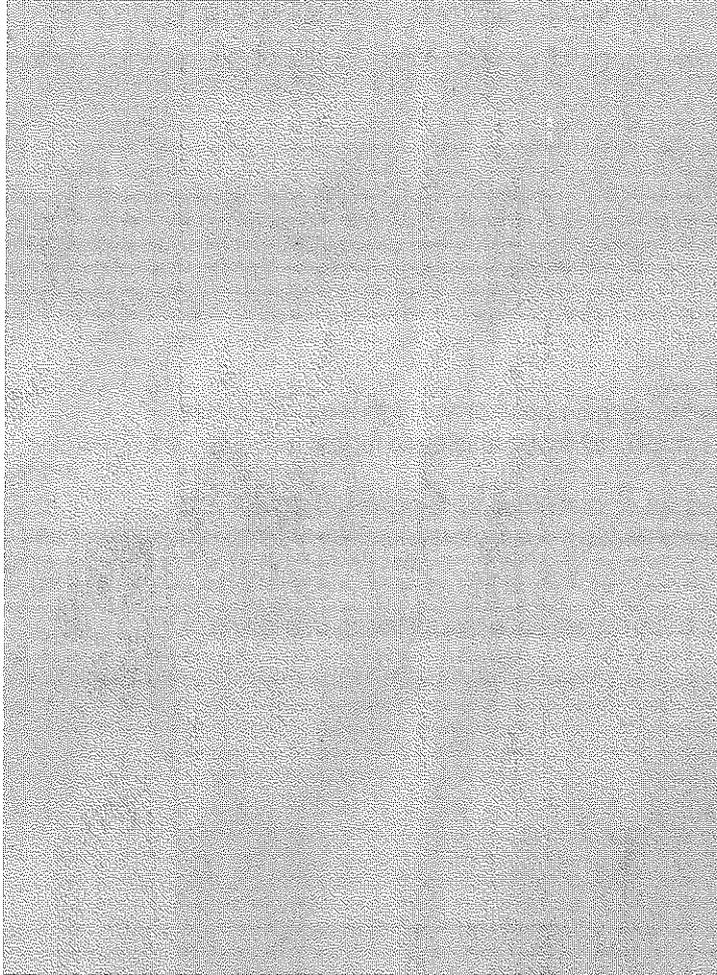
8.3. The core delivery phase (26/08/2015 - 08/10/2015) will have the following test levels:



8.4. During these core test phases defects will be managed in  unless otherwise agreed by the parties in writing.

8.5. Each test phase will have defined entry and exit criteria set-out in a test plan, such test plan to be produced by the Service Provider and agreed by the Contracting Authority.

- 8.6. During testing the Service Provider project manager will be responsible for management of defects.
- 8.7. Service Provider will correct bugs discovered during testing without additional charge.
- 8.8. Defects will be subject to the following workflow:

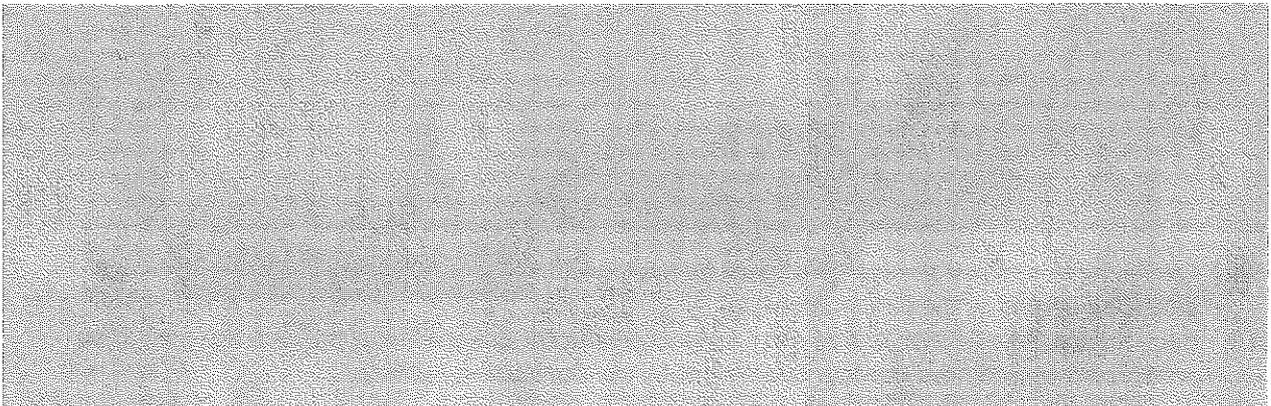


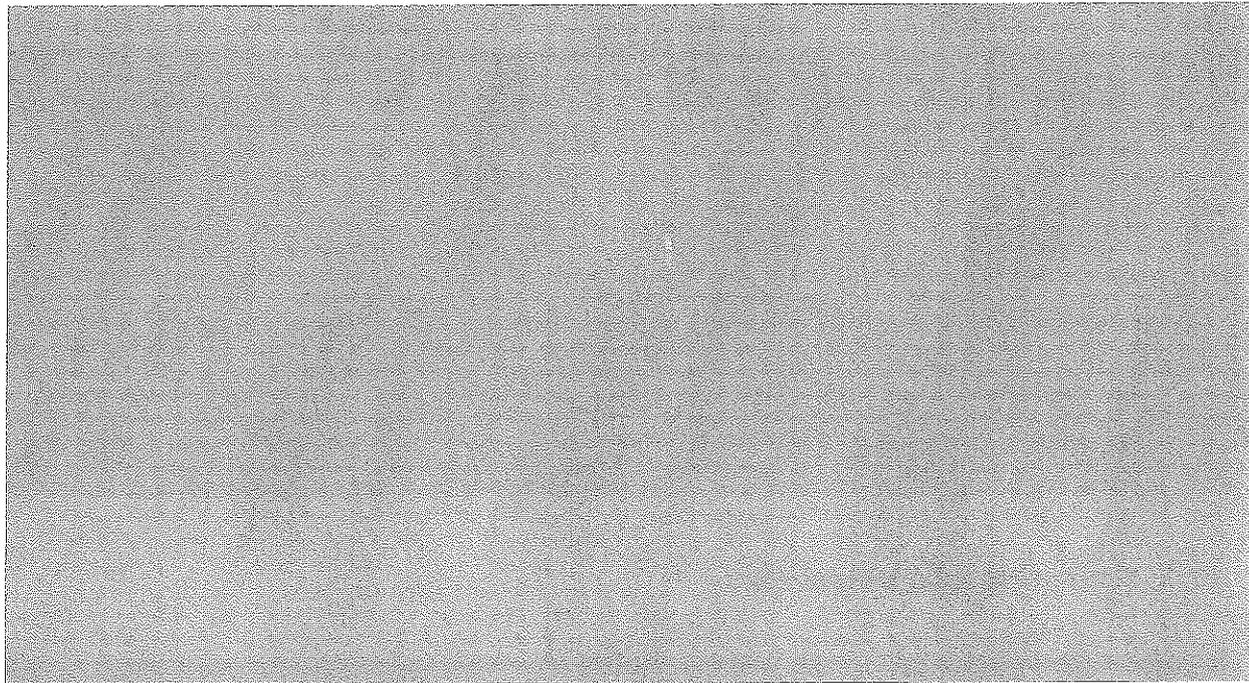
8.9. Regression Testing

8.10. Regression testing will be undertaken

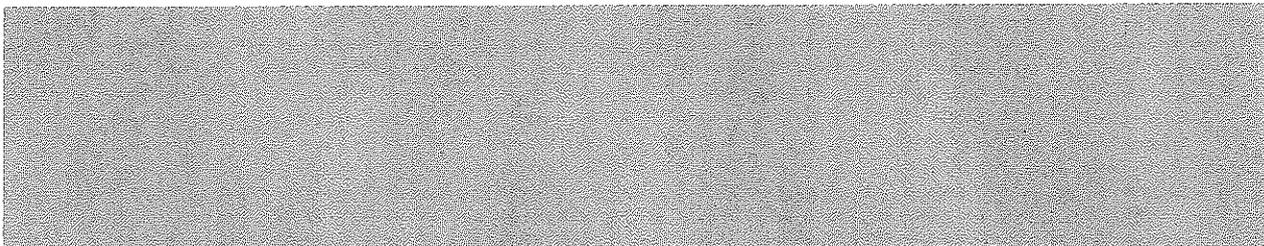
8.11. Regression testing is the Contracting Authority's responsibility though Service Provider will provide defect triage support and bug fixing.

9. Acceptance of Deliverables

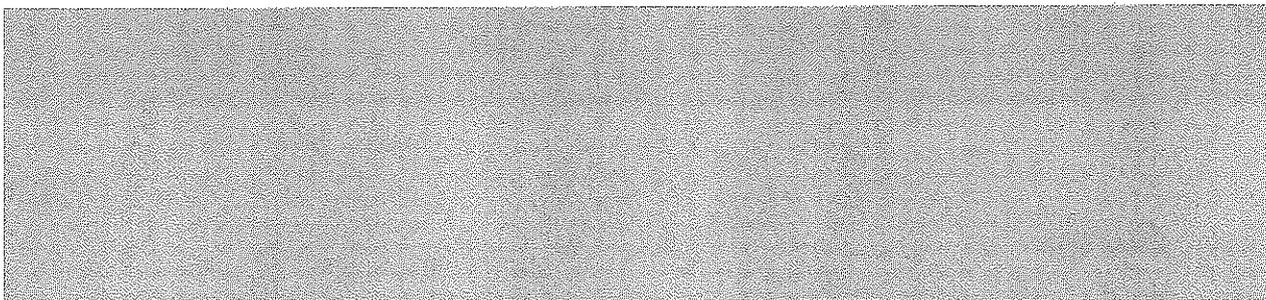




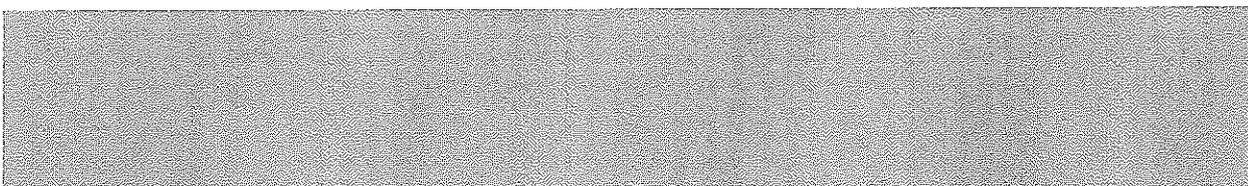
10. Post Go-live Support and Warranty

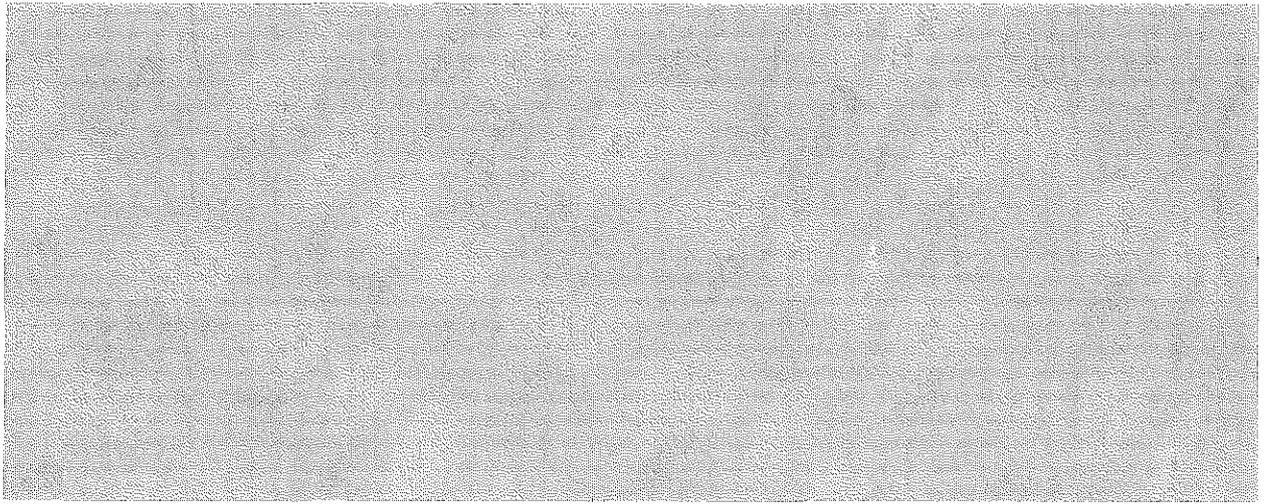


11. Value-add Deliverables

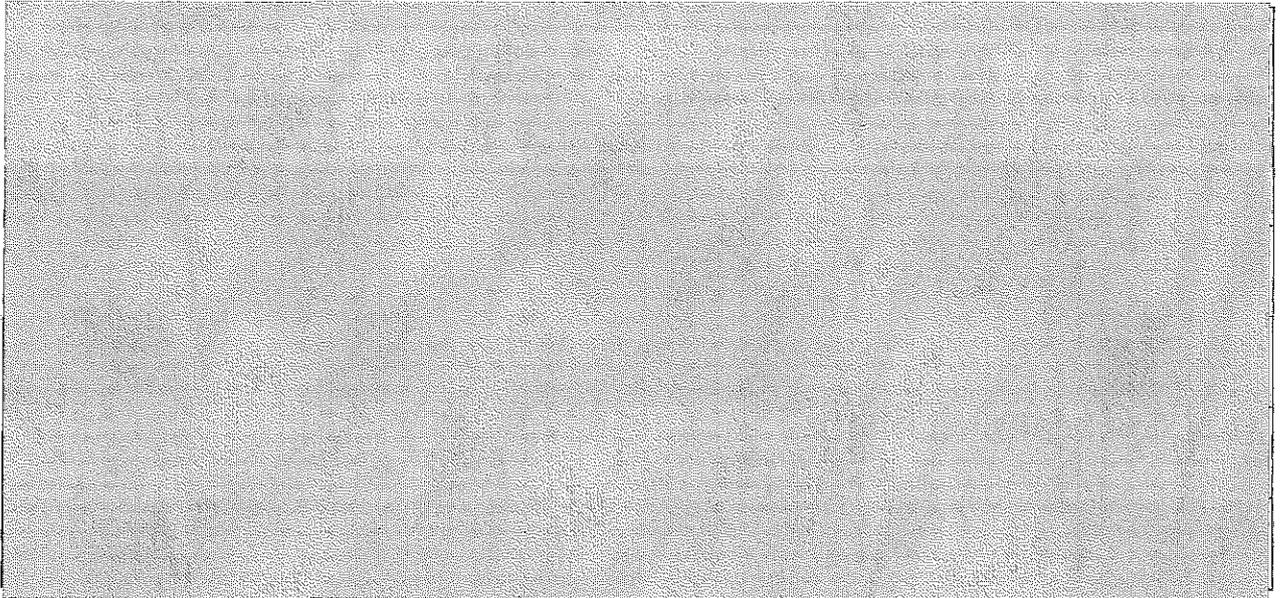


12. Assumptions and Caveats

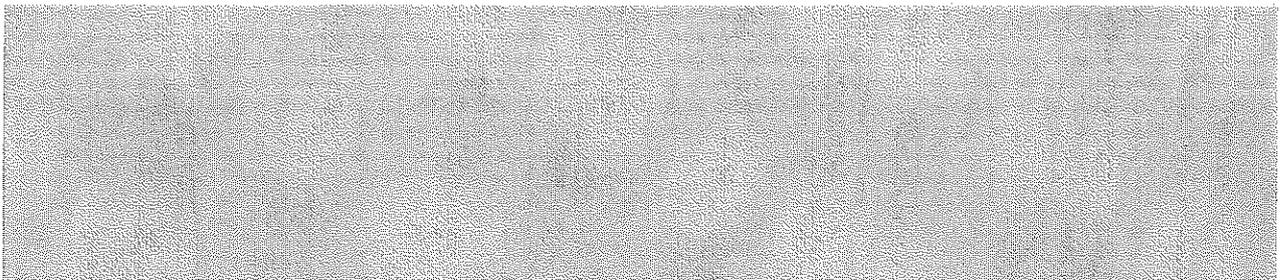


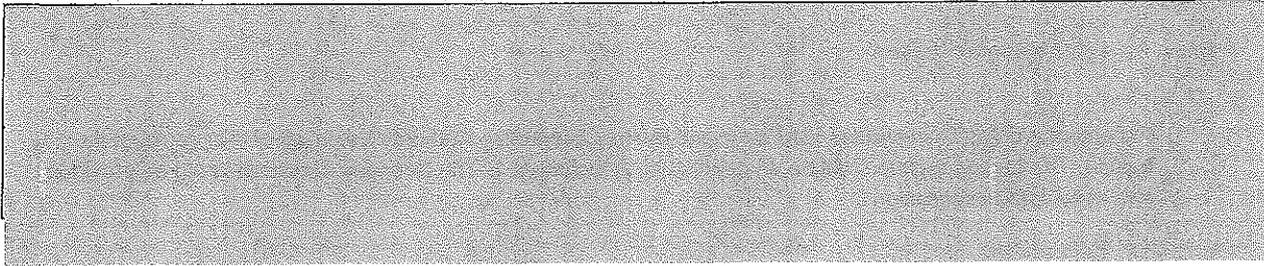


13. Service Provider's Personnel

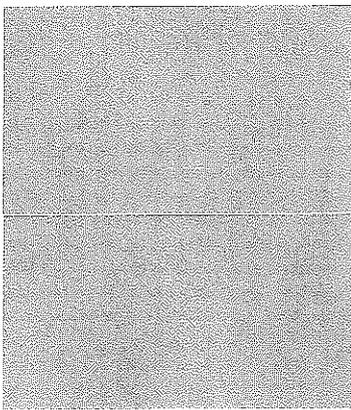


13.1. Escalation





14. Technical Specification

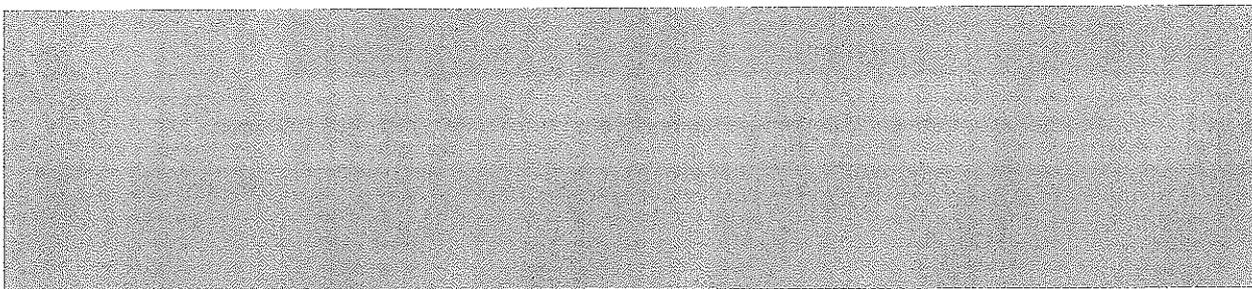


15. Work location

Generally at the Service Provider premises

Project meetings to be held at 55 Broadway with project team.

15.1. Intellectual Property Rights



1. Any Special Conditions (see attachment 3 below)

1.1.1. Acceptance Criteria

Acceptance of the Deliverables shall be made by the Contracting Authority's sign-off of the results of the testing. The testing regime shall be as detailed in 'Attachment 1- The Services: Deliverables to be provided and associated information'.

1.1.2. Timetable

Commencement Date (complete only if different from the date of the Call-Off Contract):

25/08/2015

Framework Agreement Period:

12 months from Commencement Date

Term of the Call-Off Contract:

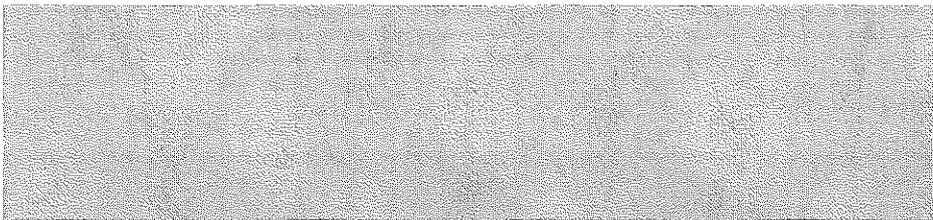
12 months from Commencement Date

1.1.3. The Contracting Authority account details

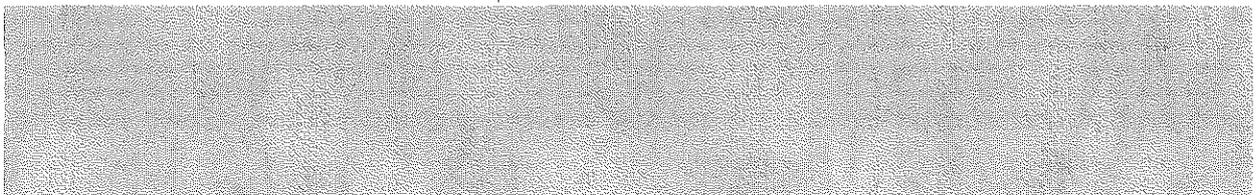
Relevant account code and cost centre:

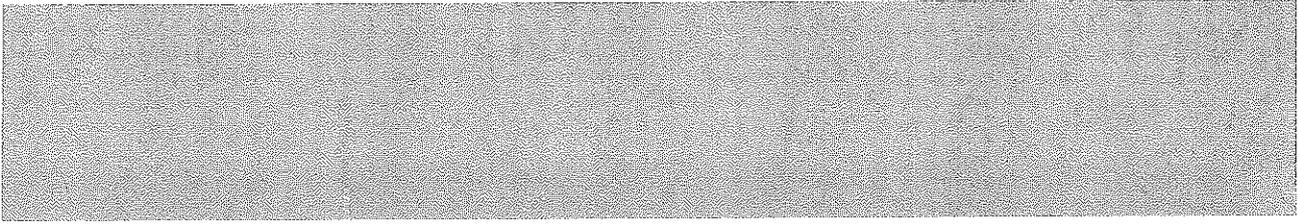
TBC

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



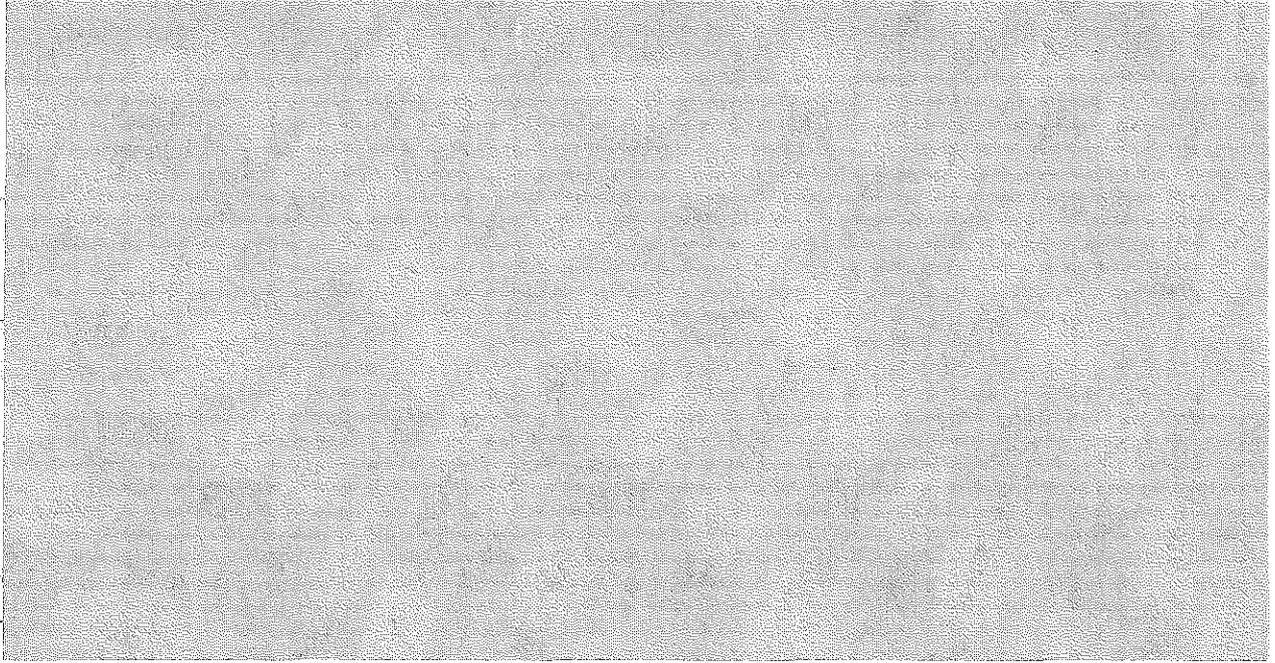
1.1.5. Additional or varied minimum Insurances (if any) to be held by Service Provider:





Attachment 2- The Charges

15.4. Price



Attachment 3 to Call-Off Contract

Special Conditions for Call-Off Contract

[As per the request for proposal]

Annex 1 to the Call-Off Contract

1. Principles

- 1.1. Where the Contracting Authority or the Service Provider sees a need to change any of the Deliverables, the Contracting Authority 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.

2. 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 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 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:
- 2.5.1.1. allocate a sequential number to the CCN;
 - 2.5.1.2. evaluate the CCN and, as appropriate:
 - 2.5.1.3. request further information, or
 - 2.5.1.4. 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
 - 2.5.1.5. 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

