

These components are connected together on a special network that is isolated from the remainder of the GLA IT infrastructure.

TRANSERV is a specialist computer fileserver containing hardware and software components from Prism Sound to enable digital multitrack recording from up to 32 analogue audio sources.

The Player computer provides a means of selecting recordings and playing back but also includes an installation of MS-Office XP and the Prism Sound extensions for MS-Word 2000 for transcription. These allow foot pedal control of player functions while typing

## **2.2.4 Delivery**

2.2.4.1 The Service Provider shall provide and/or deliver (but is not limited to), the following:

- 2.2.4.1.1 An accurate transcript, completed in accordance with the GLA's style guide (appended), within 24 hours of provision of the sound file. (Occasionally, a longer turnaround period may be stipulated)
- 2.2.4.1.2 A standard 24 hour turnaround time for Transcripts to the agreed standards (noting that, occasionally, a longer turnaround time may be stipulated).
- 2.2.4.1.3 Guarantee secure storage, secure transfer, and delivery of documents.
- 2.2.4.1.4 Professional Transcribers who are able to maintain high levels of accuracy as well and maintaining confidentiality and possessing excellent customer service skills.
- 2.2.4.1.5 Quality control and quality assurance procedures.
- 2.2.4.1.6 Consistently accurate and high quality transcripts.
- 2.2.4.1.7 A Transcriber in attendance service at GLA premises – City Hall if required and by exception (noting that the core requirement is for a Transcript to be provided from an audio recording, but that there may be an occasional requirement for a Transcriber in attendance service).

## **2.2.5 Data**

- 2.2.5.1 A complete set of records of all the individual transcriptions cases shall be returned to the GLA on completion of the Framework Agreement.
- 2.2.5.2 Any case information held by the Service Provider is to be securely destroyed after case completion on instruction from the GLA.
- 2.2.5.3 The Service Provider shall retain all GLA's billing and case records only and accounts in connection with this Framework Agreement for at least seven years after the expiry or termination of this Framework Agreement and the Service Provider shall, upon reasonable notice being given by GLA, allow access to such records, documents and accounts.

## **2.2.6 Cancellation Charges**

- 2.2.6.1 The GLA will not be liable to pay any cancellation fee provided that the Service Provider has received notification of the cancellation by telephone or by e-mail, a minimum of 24 hours prior to the start of the agreed booking.

## **2.2.7 Service Level Agreement**

- 2.2.7.1 The Service Level Agreement has been attached as Appendix 1

## **2.3 LONDON FIRE AND EMERGENCY PLANNING AUTHORITY (LFEPa)**

- 2.3.1 The Authority requires transcription of sound files for use in legal proceedings, both civil and criminal. Transcriptions include (but are not restricted to):
  - Audio recorded interviews conducted under Police and Criminal Evidence Act 1984 (PACE)
  - Audio recorded 999 calls.
  - Sound files received from Courts and Tribunals.
- 2.3.2 Transcripts are required for use in court proceedings; therefore accuracy and prompt delivery are of paramount importance.
- 2.3.3 Transcripts are to be provided within 5 working days. However on exceptional occasions, the Authority may require a 48 hour turnaround for urgent transcripts.

- 2.3.4 The Service Provider shall be expected to have arrangements in place for the secure electronic delivery of sound files (Large file secure transfer basis as the files can be many megabytes of data) to the Service Provider as well as the delivery of the transcripts to the Authority.
- 2.3.5 For the requirements of Fire Safety Regulations, there is no requirement to have a Transcriber present at the interviews; as the Authority shall upload electronic files to the Service Provider for transcription (as in 2.3.4). However there may be exceptional occasions where a Transcriber may be required to be present at the Authority's premises or chosen location(s) to be confirmed by the Authority.
- 2.3.6 The Authority may also require transcription in foreign languages (or in English and a foreign language).

## **2.4 Data**

- 2.4.1. A complete set of records of all the individual transcriptions cases shall be returned to LFEPA on completion of the Framework Agreement
- 2.4.2 Any case information held by the Service Provider is to be securely destroyed after case completion on instruction from LFEPA.
- 2.4.3 The Service Provider shall retain all LFEPA's records, documents and accounts in connection with this Framework Agreement for at least seven years after the expiry or termination of this Framework Agreement and the Service Provider shall, upon reasonable notice being given by LFEPA, allow access to such records, documents and accounts.

## **2.5 Cancellation Charges**

- 2.5.1 The Authority will not be liable to pay any cancellation fee provided that the Service Provider has received notification of the cancellation by telephone or by e-mail, a minimum of 24 hours prior to the start of the agreed booking.

## **2.6 Service Level Agreement**

- 2.6.1 The Service Level Agreement will be similar to the GLA/TfL one – Appendix 1 and will be agreed upon the award of the Framework Agreement. However LFEPA reserves the right to review the SLA and amend this anytime during the duration of the Framework Agreement.

### **3 METROPOLITAN POLICE SERVICE (MPS)**

The Metropolitan Police Service (MPS) employs around 32,000 officers together with about 13,000 police staff and 2,600 Police Community Support Officers (PCSOs). The MPS is also being supported by more than 5,100 volunteer police officers in the Metropolitan Special Constabulary (MSC) and its Employer Supported Policing (ESP) programme. The Metropolitan Police Services covers an area of 620 square miles and a population of 7.2 million.

#### **Background to the services required**

The Directorate of Professional Standards, (DPS), Misconduct Unit acts on behalf of Metropolitan Police Service (MPS) in arranging discipline and misconduct hearings for Metropolitan Police officers accused of breaching Police (Conduct) Regulations as follows:

- Police (Conduct) Regulations 2004
- Police (Conduct) Regulations 2008
- Police (Conduct) Regulations 2012 and 2015

The officer has a statutory right of appeal to a Police Appeals Tribunal. The Police (Conduct) Regulations, 2005, 2012, 2015 require that accused officers be provided with a verbatim Transcript of their misconduct hearing so that they can prepare and submit the grounds for their appeal to the Tribunal.

The verbatim Transcript of any misconduct hearing is therefore a vital document in the administration of the police discipline process. It is read and examined by Barristers, Senior Police Officers, and the Police Appeals Tribunal members and must be of the highest standard in terms of accuracy and presentation style.

#### **3.1 MPS Services required**

3.2 The Service Provider is required to supply, on request with a minimum of 5 working days notice, staff to operate the digital recording equipment, (all of which will be provided, maintained and upgraded by the Service Provider and must be suitable for the purpose), and to log the proceedings. Generally the maximum expected demand will be two Loggers, five days a week; although on limited occasions a further person may be required.

3.3 Loggers are required to attend Empress State Building, Lillie Road, London SW6 1TR or any other London location specified at the time of booking. No parking facilities are available except for disabled access. In certain circumstances, when it is not possible to use the hearing rooms at ESB, Loggers will be required to attend hearings at other premises in the London area.

- 3.4 If a Logger is required to attend any other premises it will be necessary for the Service Provider to ensure that the relevant standard of digital recording equipment and Logger will be provided at no additional cost.
- 3.5 The Service Provider shall be required to provide the Logger with all necessary equipment to record and log hearings. As the hearings usually take place in the same boardrooms, it is anticipated that the digital recording-equipment will remain in situ throughout the period of the Framework Agreement.
- 3.6 It will be necessary for the Service Provider to ensure that access to the recording of the day's proceedings, or that of the entire hearing, can easily be provided to members of the board, if requested either, at any stage during the proceedings, or at the conclusion of the day's hearing and after the Logger has been discharged.
- 3.7 The Service Provider must provide, if requested, a digital recording of a hearing. This must be delivered, if required, by the end of the next working day from the date that the request is made.
- 3.8 The Service Provider will also be required to provide all equipment required in the subsequent production of a full verbatim Transcript of the hearing, if requested.
- 3.9 All Loggers, Transcribers and office staff employed by the Service Provider who have any involvement in the running of the Framework Agreement, must agree to security vetting, and to obtaining a- MPS photo pass, both of which are currently renewed every five years. They must promptly provide relevant information and documentation for this purpose.
- 3.10 The Service Provider must maintain appropriate records regarding the expiry of the security clearance of their staff. They must ensure that security clearance forms are accurately completed and are automatically submitted to the Misconduct Hearing Unit along with any relevant or necessary documentation a minimum of 12 weeks prior to the clearance expiry date.
- 3.11 The Service Provider must ensure that Loggers and Transcribers employed on the Framework Agreement take every possible care to ensure the security of any material that they record or produce from hearings.
- 3.12 The Service Provider must ensure that Loggers and Transcribers employed on the Framework Agreement do not under any circumstances, disclose any document or material relating to misconduct hearings to any person who is not assigned to the MPS Framework Agreement and from a need to know perspective.

- 3.13 The Service Provider's premises must maintain a level of building security as determined by the MPS SOHQ Physical Security Adviser and every effort must be made to safeguard the security of all records of DPS hearings.
- 3.14 The Service Provider's premises must be available for inspection by a MPS SOHQ Physical Security Adviser, who may require the installation of additional security precautions, the cost of which will be met by the Service Provider.
- 3.15 The standard hours for a Logger's attendance will normally be 9.00am until 5.00pm, with a minimum refreshment break of 45 minutes although on occasions there may be a requirement to start earlier. During these hours they may be required to record more than one hearing, where these are scheduled to take place consecutively in the same venue.
- 3.16 The Logger will be required to bring their MPS issued photo pass and arrive a minimum of 30 minutes prior to the start of the hearing, during which time they will set up and check their equipment and for which the MPS will not incur any additional charge.
- 3.17 Any additional attendance incurred by the Logger after 5.00pm will be charged to the MPS at an agreed half hourly rate.
- 3.18 By Thursday of each week, the Service Provider will provide written details of the names of the Loggers who are due to attend all hearings the following week. The Service Provider must have contingency arrangements in place to provide replacement Loggers at short notice. Any changes to names previously supplied to DPS, must be notified without delay to Misconduct Unit staff.
- 3.19 During the hearing, the Logger must ensure that the proceedings are recorded verbatim, including the full content of any documentation that is read out during the hearing.
- 3.20 In the event that the Logger is unable to record any part of the proceedings, they must immediately advise the Chair / Presiding Officer of the Misconduct Tribunal.
- 3.21 The Metropolitan Police will not be liable to pay any cancellation fee provided that the Service Provider has received notification of the cancellation by telephone or E-mail, a minimum of 24 hours prior to the start of the hearing in question.
- 3.22 In the event that a hearing concludes earlier than anticipated, DPS reserve the right to utilise the Logger for the remainder of the booking for any other hearing taking place upon the same day(s).

- 3.23 The Service Provider shall provide a complete and accurate verbatim Transcript, checked and proof read, within 5 working days from the date of receipt of the E-mail or telephone call, (not including the receipt date itself).
- 3.24 Upon request for an expedited transcript, the Service Provider shall provide a complete and accurate verbatim transcript, checked and proof read within 48 hours from the date of receipt of the DPS E-mail and/or telephone request, (not including the receipt date itself).
- 3.25 The layout and presentation of the Transcript will be as precisely specified by DPS. Example copies will be provided by DPS to assist in this regard. In all instances the Transcript will include a front page providing details of the hearing and all participants.
- 3.26 Transcript pages of hearings will be numbered in the centre at the bottom of each page and the numbering will start with the number 2 on the first page of the actual proceedings.
- 3.27 Transcripts requiring corrections due to a transcription error must be provided to DPS, within 1 working day, to include the date upon which DPS notifies the Service Provider of the requirement.
- 3.28 Any such corrections, alterations or amendments required to the Transcript will not result in any additional charges to the Metropolitan Police.
- 3.29 Responsibility, (and any associated costs), for the delivery of all transcripts and CD Roms by trusted hand to ESB (or other nominated police building) will rest with the Service Provider. The delivery of Transcripts must take place between the hours of 9.00am - 5.00pm and they must be clearly labelled for the Misconduct Office, ESB. Under no circumstances should transcripts or CD Roms be sent via the postal system.
- 3.30 Transcripts provided by the Service Provider must be completed to the highest possible standard. Anything exceeding a 2% level of errors, concerning punctuation, grammar, spelling and meaning will be unacceptable. Any errors in excess of the stated level will result in a percentage reduction in the Transcript unit price.
- 3.31 A non-performance charge of 10% will be deducted from the unit rate for any of the following failures in service:
- Late delivery of normal Transcripts.  
(To be deducted from the Transcript unit rate)
  - Requirement to return a Transcript for corrections above the level of 2%. (To be deducted from the Transcript unit rate).

- The late arrival of a Logger whereby DPS staff have to provide cover. (To be deducted from the Attendance unit rate),
  - Failure to provide an amended Transcript within 1 working day, to include the date upon which DPS notifies the Service Provider of the requirement. (To be deducted from the Transcript unit rate)
- 3.32 Late delivery of an expedited Transcript will result in it being charged at the non-expedited rate.
- 3.33 The Service Provider shall take all appropriate action to monitor and supervise the operation of the Framework Agreement and ensure that the required service is achieved and maintained.
- 3.34 Throughout the duration of the Framework Agreement, all relevant records and material relating to service provided under the Framework Agreement must be securely retained by the Service Provider.
- 3.35 Upon termination of the Framework Agreement, all relevant records and material relating to the service provided under the Framework Agreement must be securely retained by the Service Provider for a period of 7 years from the completion of the hearing, (at any time during which a request for a Transcript could be made by DPS). Once this period has elapsed, the said records and material should be delivered by hand to ESB, clearly labelled for the Misconduct Hearings Unit, (or other venue as instructed) who will arrange for its disposal. This action should be taken on a three monthly basis and any delivery cost incurred will be met by the Service Provider.
- 3.36 If at any time during the Framework Agreement or during the period of storage described in the previous paragraph, the Service Provider ceases trading for any reason; Misconduct Unit staff must be informed immediately. Furthermore, all relevant records and material relating to service provided under the Framework Agreement must be surrendered to DPS by hand at ESB (or other venue as directed). Any delivery cost incurred will be met by the Service Provider.
- 3.37 The Service Provider shall promptly submit all invoices following the conclusion of the hearing, and the provision of any subsequent CD Rom, or Transcript. In any event, all invoices should be submitted within one month of the provision of the service in question.
- 3.38 The invoice will clearly denote the case to which it refers, including the relevant booking number and the name(s) of the officer(s) concerned. It must show the date(s) of attendance, and any cancelled date(s) payable under the terms of the Framework Agreement, (any cancelled dates should be indicated accordingly). The name(s) of the Logger(s) in attendance must be also provided. The invoice will provide a breakdown of costs,



including the number of folios, (each day), concerning the provision of a Transcript, along with all respective charges in relation to the hearing.

- 3.39 Invoices for the MOPAC or services used by the Metropolitan Police Service should be addressed to the Mayor's Office for Policing and Crime.
- 3.40 MPS Service Level Agreement – This has been attached as Appendix 3
- 3.41 The Service Provider shall be required to complete the MPS Security Questionnaire (Appendix 5) and return the completed form with their Tender.

#### **4. General Information**

- 4.1 The Framework Agreement will be available to any other Functional Body e.g. London Legacy Development Corporation (LLDC), Old Oak and Park Royal Development Corporation (OPDC) or any other new Authority that may join the GLA during the duration of the Framework Agreement.

#### **5. Business Continuity and Disaster Recovery Procedures**

- 5.1 The Service Provider shall be required to have Business Continuity Procedures in place to ensure continuity of service throughout the duration of the Framework Agreement.
- 5.2 The Service Provider shall be required to have robust Disaster Recovery Procedures in place and co-operate with the relevant Functional Body in the event of any disaster that may occur during the duration of the Framework Agreement.

#### **6. Exit Strategy**

- 6.1 The Service Provider shall be required to have an exit strategy in place with a formal process to be followed, in order to ensure that there is a smooth handover to the new Service Provider at the end of the Framework Agreement. There should be no disruption to the service being delivered throughout the handover.

#### **7. Indicative Volumes**

- 7.1 As an indication of potential transactions made during the financial year 2014 - 2015, the breakdown of each transaction is detailed below:

<b>Details of Transaction</b>	<b>Volumes</b>
Attendance of Transcriber/Logger and provision of Summary Transcript	232
Attendance of Speech-to-text Transcriber/Logger and provision of Summary Transcript	15
Attendance of Speech-to-text Transcriber/Logger and provision of Verbatim Transcript	11
Attendance of Recording Technician	215
Transcription (hours)	519

7.2 The Functional Bodies do not give any guarantees as to the volume of Transactions as these figures are indicative and the transactions may increase or decrease during the duration of the Framework Agreement.

## **8. Relationship Management**

8.1 The Service Provider shall provide as follows:

8.1.1 An Account Manager and a nominated Deputy Account Manager to be the main point of contact for the Authority;

8.1.2 An out of hours number in the event that an urgent request/contact needs to be made;

8.1.3 A formal procedure and timescales to handle any issues/complaints arising from the duration of this Framework Agreement. The expectation is that any complaints made by the Authority by email or formal letter must be acknowledged by the Service Provider in writing within 12 hours and a detailed explanation /response within 5 working days;

8.1.4 A corrective action log and report may be required at the Authority's discretion.

## **9. Reporting and Monitoring**

9.1 The Account Manager or Deputy shall:

9.1.1 Attend review meetings with the Authority Contract Manager as required. These will usually take place on a quarterly basis, but may take place more frequently if required;

9.1.2 Provide monthly MI reports as specified by the Authority.

## 10. Invoicing

### 10.1 The Service Provider shall:

10.1.1 Produce separate invoices for each GLA Functional Body electronically) on a 4-weekly basis.

10.1.2 Ensure that Invoices for Transcription Services for each Authority's investigation cases state the investigation case reference number(s) if applicable.

10.1.3 Ensure that Invoices include any other relevant information as may be requested by the Authority.

### 10.2 Invoices for each Functional Body shall include a Purchase Order (PO) number and be sent directly to their individual addresses as follows:

#### **Transport for London**

TfL Accounts Payable: P O Box 45276

Pier Walk, London. SE10 1AJ

#### **Greater London Authority:**

GLA Accounts Payable: P O Box 45276

Pier Walk, London. SE10 1AJ

#### **London Fire and Emergency Planning Authority**

Invoices for LFEPA shall be submitted electronically monthly to:

[AccountsPayable@london-fire.gov.uk](mailto:AccountsPayable@london-fire.gov.uk)

#### **Metropolitan Police Service (MPS) /Mayor's Office for Policing and Crime (MOPAC)**

Metropolitan Police Service: Accounts Payable

10<sup>th</sup> Floor – Empress State Building

Empress Approach, Lillie Road

London SW6 1TR

All the other Functional Bodies Invoice addresses will be confirmed as and when they decide to utilise Lot 1 under this Framework Agreement.

## 11. Appendices for Pan GLA Service Level Agreements



Appendix 1 - GLA  
and TfL SLA for Trans

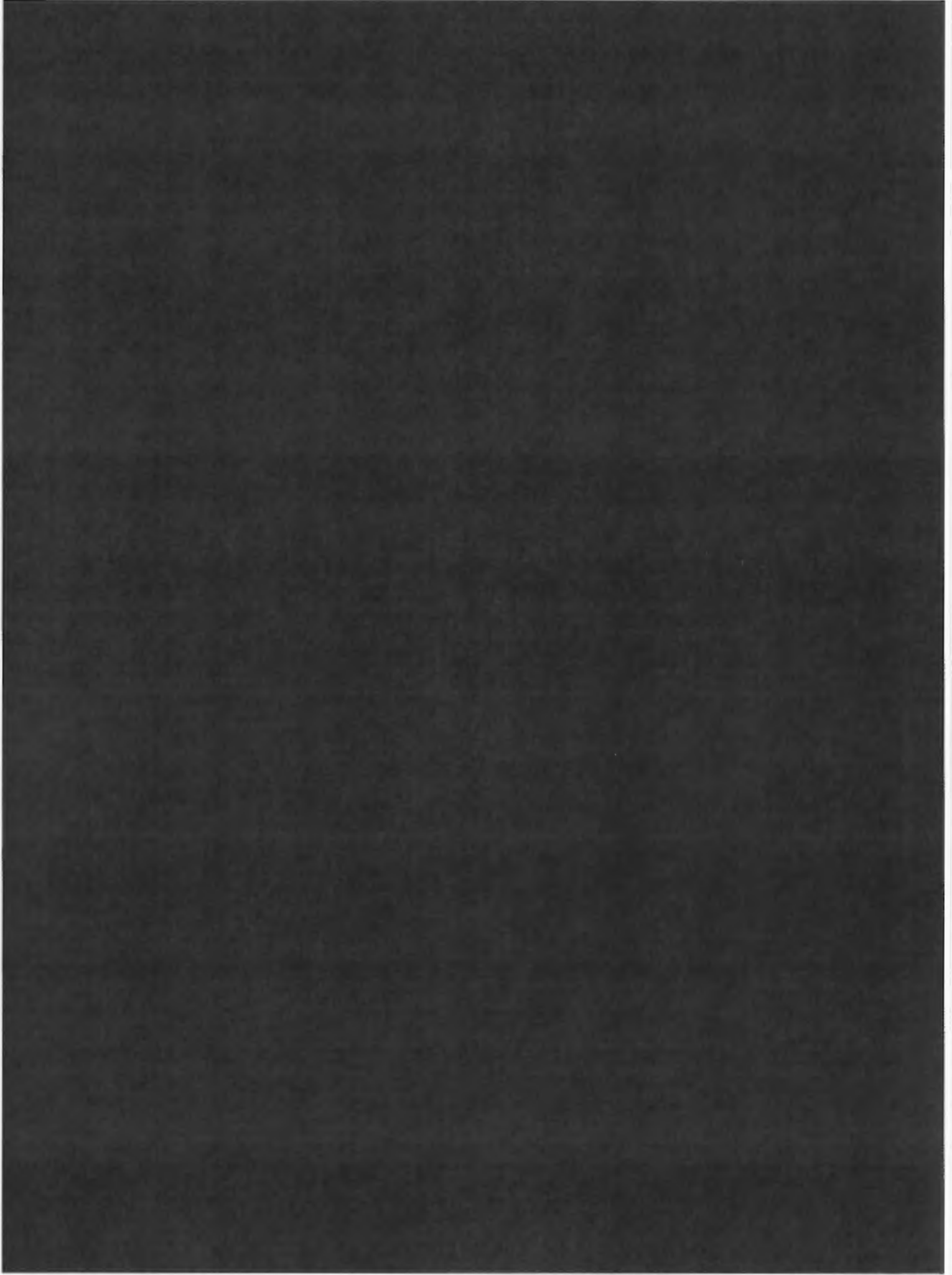


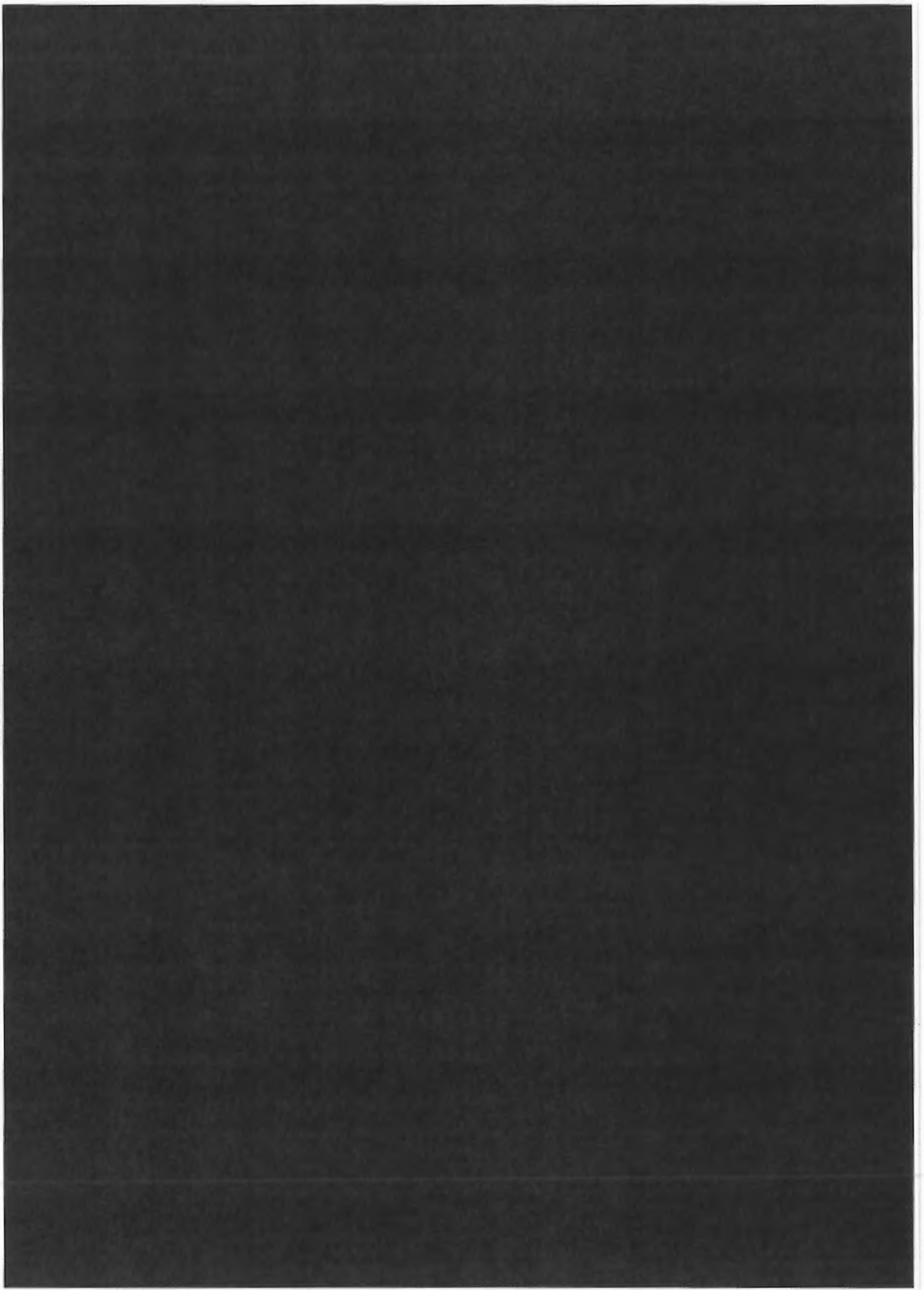
Appendix 2 - GLA  
Service Standards.pd

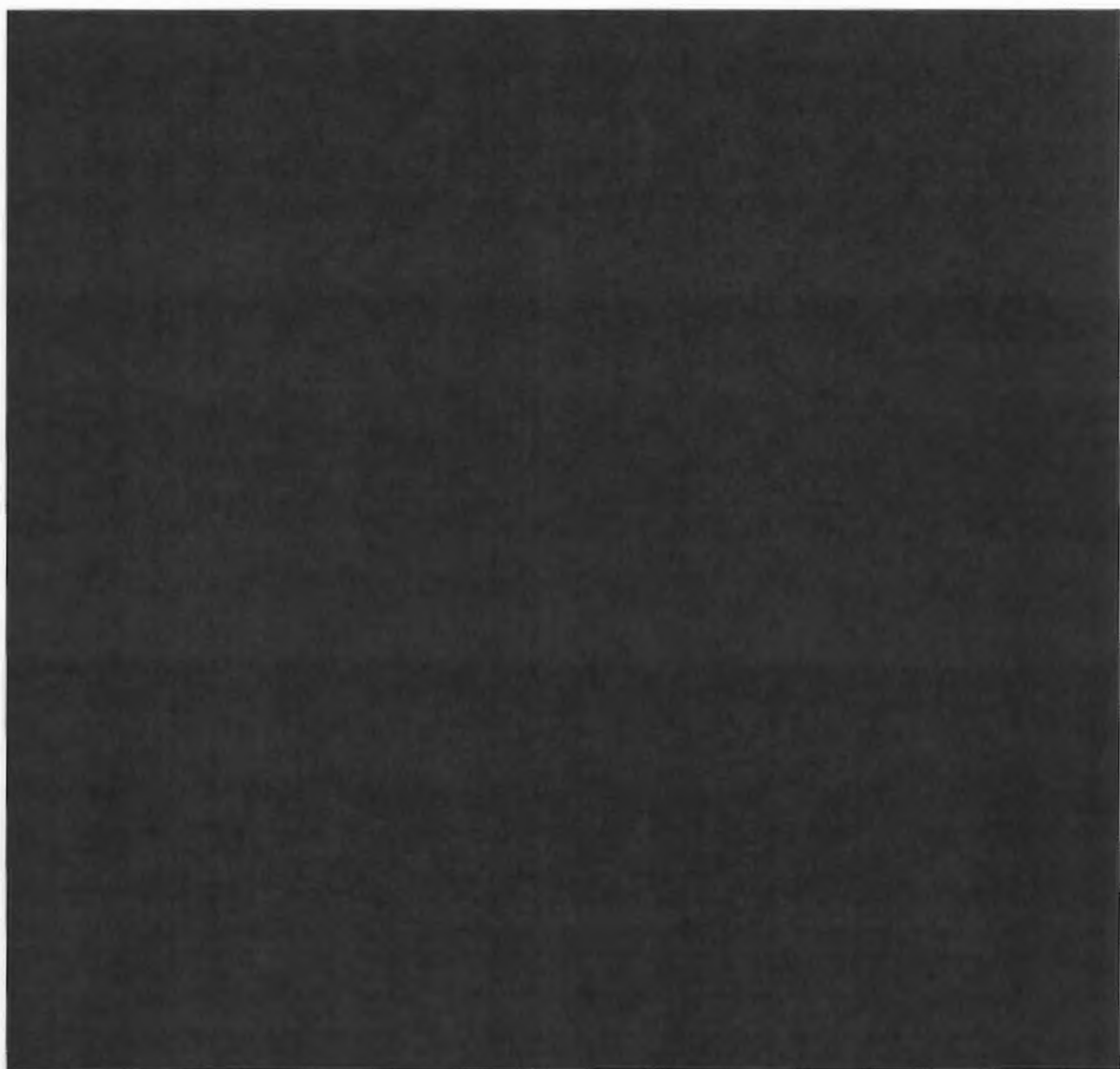


Appendix 3 - MPS  
SLA.pdf

#### **SCHEDULE 4 –CHARGES**







## **SCHEDULE 5 – REQUEST FORM – NOT USED**

### **SCHEDULE 5A - REQUEST FORM (IDENTIFIED SERVICE PROVIDER) - NOT USED**

**Framework Number:**

**Request Form Number:**

**To:**

**Address:**

**From:**

**Date:**

This is a Request Form for the provision of Services in accordance with this Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority and other relevant information. In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

You must complete and return your Proposal by [ ]. Please e-mail your Proposal, and send a paper copy to:

Name:

e- mail address:

Postal address:

Telephone:

Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding this Agreement should be directed to the Procurement Manager named in this Agreement.

Signed:

\_\_\_\_\_ for and on behalf of the Authority

**Attachments:** Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Attachment 3: Special Conditions for Call-Off and Draft Call-Off Contract





## **Attachment 1 – NOT USED AS SPECIFICATION INCLUDED IN SCHEDULE 3**

### **1. Services to be provided and associated information**

*[Detail here all (a) Services and (b) deliverables with full descriptions of what is required.*

*Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.*

*You should also define other requirements you wish the Service Provider to respond to such as:*

- details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- Working Hours;*
- CVs of the Personnel to be working on the project;*
- estimated time-lines for each of the milestones and for the overall project;*
- the Service Provider's best price offer based on charges (subject to Schedule 4);*
- the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- Service levels, and measurement thereof;*
- any warranties and/or representations required from the Service Provider.]*

## **2. Acceptance Criteria**

*[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]*

## **3. Timetable**

Commencement Date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

## **4. The Authority Account Details**

Relevant account code and cost centre:

## **5. The Authority's Call-Off Co-ordinator**

Name:

Address:

Phone:

Fax:

Email:

## **6. Additional insurance (if any) to be held by Service Provider:**

*[Delete as appropriate]*

- a) Employer's liability insurance to be increased to £[X] million per incident;
- b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and
- d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

## **7. Assessment Criteria – FOR MINI COMPETITION ONLY (N/A)**

## **Attachment 2 - NOT USED**

### **Proposal**

#### **1. Proposed Solution**

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

#### **2. Charges**

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

#### **3. Service Team and Personnel**

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

#### **4. Experience**

An outline of relevant past work or projects including references;

#### **5. Proposed sub-contractors (if any)**

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

#### **6. Proposed completion date**

[Complete only if different from duration/expiry date stated in Attachment 1]:

#### **7. Insurance**

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

#### **8. Other Information**

**Attachment 3 – NOT USED**  
**Special Conditions for Call-Off**

**(SEPARATE CALL-OFF CONTRACTS WILL BE COMPLETED AND SIGNED OFF BY EACH FUNCTIONAL BODY)**

**Call-Off Contract Number:**

**BETWEEN:**

- (1) [ ] (“the Authority”); and
- (2) [ ], a company registered in England and Wales (Company Registration Number [ ]) whose registered office is at [ ] (“the Service Provider”).

A. The Contracting Authority and the Service Provider entered into an agreement dated [ ] which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority (“**the Agreement**”).

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

## 1. CALL-OFF CONTRACT

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- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services 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 Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator 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 Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 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 Services provided to the 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 Clause 4.2 of the 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 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 Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

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

The 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 2.

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

**SIGNED**

For and on behalf of the [*Authority*]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED**

For and on behalf of [*the Service Provider*]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 1**

**(INCLUDED IN EACH FUNCTIONAL BODIES' CALL OFF CONTRACT)**

**1. Services to be provided**

**2. Timetable**

Commencement date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

Attach Project Plan (if any) (including Milestones if applicable)

**3. Expenses**

Expenses (if any) that the Service Provider may claim:

**4. Authority Account Details**

Relevant account code and cost centre:

**5. Address for Invoices**

Address where invoices shall be sent: [ Authority]  
Accounts Payable  
[ PO Box ]  
London  
[ Postcode ]

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

Date/Period for submission of Invoices: *[Insert time or period for the submission of invoices by the Service Provider in accordance with Clause 7.1 of the Agreement]*

**6. Authority Call-Off Co-ordinator**

Name:  
Address:  
Phone:  
Fax:  
Email:

**7. Availability of Key Personnel**



The Service Provider's Key Personnel shall be available at the following period of notice:

**8. Other information or conditions**

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract