



## Change Control Note

**Change Request No:** 01 - LOT 1\_DR4

**Agreement No:** ITC10976 - GIS Applications and Services



**Dated:** 19/01/2016

**Title of Amendment:** Renewal of Intergraph Software S&M for JNP licences

**Originator:** [REDACTED]

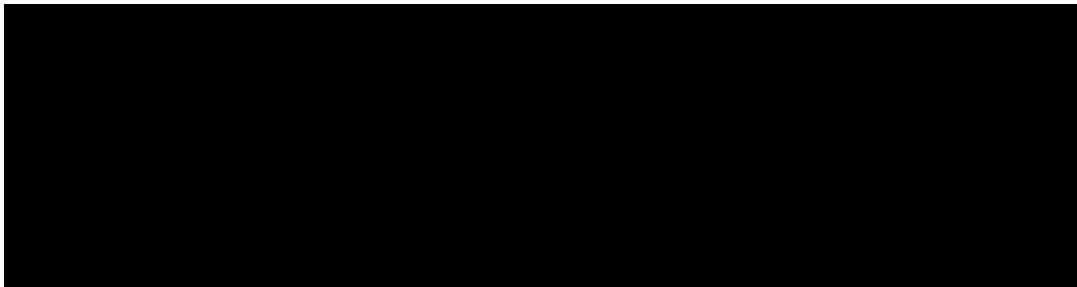
**Authority Contact:** [REDACTED]

The following change is requested to the Agreement identified above

Change Request (to be completed by the client)	
<p><b>Description of Change:</b> Renewal of JNP Intergraph Software Support &amp; Maintenance period 01 March 2016 – 28 Feb 2017.</p> <p>This change request is for JNP licences only TFL/LU will be progressed at a later stage.</p> <p>JNP Licences to be renewed for standard Support &amp; Maintenance.</p> <p>Original terms and conditions apply as per attached</p> <div><div> GIS Call-off Contract - LOT 1_DR4 - Interg</div><div> 3201600061_JNP.pdf</div></div> <p><b>Price:</b> [REDACTED]</p> <p>Supplier Proposal attached for further information.</p>	



Approved by the Authority:





## SCHEDULE 6

### **Call-Off Contract**

Framework Number: ITC10976 - GIS Applications and Services Framework  
Call-Off Contract Number: LOT 1\_DR4

**THIS CALL-OFF CONTRACT** is made 09 February 2015

#### **BETWEEN:**

- (1) Transport for London ("**the Authority**"); and
- (2) Intergraph (UK) Ltd, a company registered in England and Wales (Company Registration Number 1457814 whose registered office is at Delta Business Park, Great Western Way, Swindon, Wiltshire SN5 7XP ("**the Service Provider**").

#### **RECITALS:**

- A. The Contracting Authority and the Service Provider have entered into an agreement dated February 2012 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Authority or the Authority ("**the Agreement**").
- B. The Authority wishes the Service Provider to provide the specific Deliverables 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 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 Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract, the words and expressions defined in the Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract. For the avoidance of doubt, Attachment 3 (Special Conditions for Call-Off Contract) is incorporated into this Call-Off Contract.



## **2. SERVICES**

- 2.1 The Deliverables to be supplied by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1. For clarification purposes and for the avoidance of doubt, the Authority wishes to confirm that the JNP licenses listed in Attachments 1 and 2 have already been novated to Transport for London on 01 October 2014. The demarcation in the Attachments between JNP and TfL licenses are for internal budgetary purposes only.
- 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 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 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 Project 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 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 Deliverables 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 Deliverables 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 the provisions 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 this Call-Off Contract.

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

NOT USED.

**6. OTHER INFORMATION OR CONDITIONS**

This Call-Off Contract is supplemented by the Service Provider's Proposal including Attachment's 1- 4.



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

**SIGNED**

For and on behalf of Intergraph UK Ltd

Signature:  
Name:

Title:

Date: 13<sup>th</sup> February 2015

**SIGNED**

For and on behalf of the Transport for London

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

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

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

Date: 16 February 2015 \_\_\_\_\_



## Attachment 1

### Deliverables to be provided and associated information

#### 1. Requirement

Support and Maintenance (S&M) renewal for the following Intergraph software licences:

##### **TFL/LU Licences**

Product	No. of licences	Comments	New No. of licences 2015/16
GeoMedia Professional - CC	5	3 licences from JNP have been moved to TfL ownership.	8
GeoMedia Transportation Manager CC	1		
GeoMedia WebMap Professional One	1		
GeoMedia WebMap Professional – Load Balanced	1		
GeoMedia WebMap Professional – Secondary	1		
Intergraph Geospatial SDI – One	1		
Intergraph Geospatial SDI – Load Balanced	1		
Intergraph Geospatial SDI – Secondary	1		
GeoMedia 3D	1		

##### **JNP Licences**

Product	No. of licences	Comments	New No. of licences 2015/16
GeoMedia Professional – CC, includes: • GeoMedia Grid • GeoMedia Fusion • GeoMedia Transaction Manager • GeoMedia Public Works Manager • GeoMedia Parcel Manager	7	Reduced licence ownership to 4 and moved 3 to TfL/LU ownership.	4
GeoMedia Transportation Manager – CC	2		
GeoMedia WebMap Professional – One, includes: • Geospatial Portal	1		
GeoMedia WebMap Professional – Secondary	1		
Intergraph Geospatial SDI – One	1		
Intergraph Geospatial SDI – Secondary	1		



## 2. Timetable

Commencement Date: 01/03/2015

Call-Off Term: 01/03/2015 - 28/02/2016

## 3. The Authority's Call-Off Co-ordinator

Name:

[REDACTED]

E-mail address:

[REDACTED]

Telephone:

[REDACTED]

## Attachment 2

### Intergraph Proposal

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

Intergraph (UK) will provide standard software maintenance for the items detailed in Attachment 1 of this Schedule 5A. This service is provided by the Service Provider in accordance with its standard terms of maintenance and is therefore governed by the "Security Government & Infrastructure (SG&I) U.K. Maintenance Terms and Conditions for Software" attached.

#### **2. Charges**

The applicable charges for annual software maintenance are as follows:

##### **TFL/LU Licences**

Product	No. of licences	Total Cost	
GeoMedia Professional - CC	8		
GeoMedia Transportation Manager CC	1		
GeoMedia 3D	1		
GeoMedia WebMap Professional One	1		
GeoMedia WebMap Professional – Load Balanced	1		
GeoMedia WebMap Professional – Secondary	1		
Intergraph Geospatial SDI – One	1		
Intergraph Geospatial SDI – Load Balanced	1		
Intergraph Geospatial SDI – Secondary	1		
<b>1 Year Total Cost (expiry 28 Feb 2016)</b>			

##### Notes:

- 3 licences of GeoMedia Professional – CC from JNP are to be moved to TfL ownership. Now totalling 8 licences.
- [REDACTED]

### JNP Licences

Product	No. of licences	
GeoMedia Professional – CC, includes: <ul style="list-style-type: none"> <li>• GeoMedia Grid</li> <li>• GeoMedia Fusion</li> <li>• GeoMedia Transaction Manager</li> <li>• GeoMedia Public Works Manager</li> <li>• GeoMedia Parcel Manager</li> </ul>	4	
GeoMedia Transportation Manager – CC	2	
GeoMedia WebMap Professional – One, includes: <ul style="list-style-type: none"> <li>• Geospatial Portal</li> </ul>	1	
GeoMedia WebMap Professional – Secondary	1	
Intergraph Geospatial SDI – One	1	
Intergraph Geospatial SDI – Secondary	1	
<b>1 Year Total Cost (expiry 28 Feb 2016)</b>		

Note:

- Reduced licence ownership of GeoMedia Professional – CC to 4 and 3 to be moved to TfL/LU ownership.
- [REDACTED]

[REDACTED]

### 3. Other Information

The Authority is no longer purchasing maintenance support for Safe Software licenses from the Service Provider. The Authority acknowledges and agrees that any continued used of Safe Software licenses is entirely at the Authority's own risk.

### **Special Conditions for Call-Off Contract**

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
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