



Call-Off Contract

Framework Number: ITC11445 – Reseller and Associated Services
Request Form Number: ITC11445/214_ ICT12338

THIS CALL-OFF CONTRACT is made March 2016

BETWEEN:

- (1) Transport for London (“**the Authority**”); and
- (2) Probrand Ltd, a company registered in England and Wales (Company Registration Number 2653446) whose registered office is at 45-55 Camden Street, Birmingham,, B1 3BP (“**the Service Provider**”).

RECITALS:

A. The Contracting Body and the Service Provider have entered into an agreement dated August 2014 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.



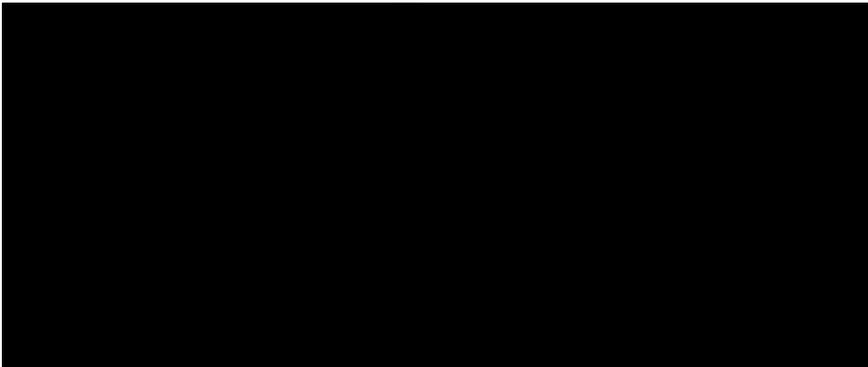
5. CALL-OFF CO-ORDINATOR /COMMERCIAL MANAGER AND KEY PERSONNEL

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.

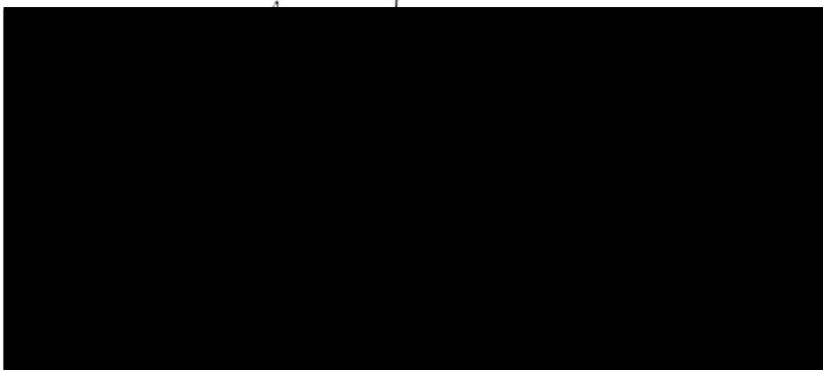
SIGNED

For and on behalf of Probrand Ltd



SIGNED

For and on behalf of Transport for London





Attachment 1

Deliverables to be provided and associated information

1. Requirement

TFL presently use Experian QAS as an address lookup solution within various applications through out the estate.

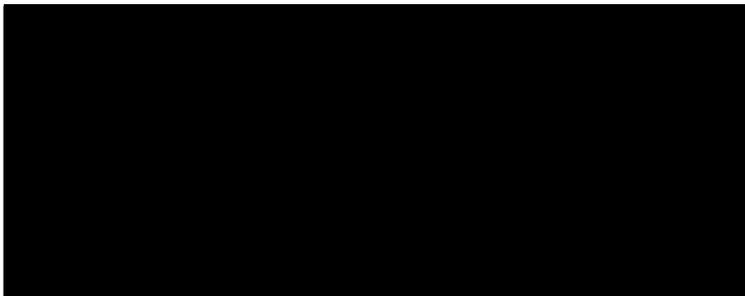
The purpose of this requirement is to establish a new commercial arrangement with a Service Provider for the renewal of support & maintenance for existing licences and a route to purchase new QAS licences if required by TFL for the awarded term of the contract.

Attached spreadsheet lists all licences currently held by TFL:



QAS Licences 2016 -
Cost Summary.xlsx

TfL Account Manager at Experian QAS. Contact details below:



2. Timetable

Commencement Date: 01 April 2016

Term of the Call-Off Contract: 1 year with an option to extend for additional 2 years annually at TfL's discretion.

Annual Support period: 01 April 2016 – 31 March 2017



3. Charges

New Licence			
Existing Licence renewal			
Total			
Optional On-going Cost - Indicative pricing provided only as the renewal price will be subject to RPI			
Year 2 - Indicative pricing only			
Year 3 - Indicative pricing only			
Total			
Grand Total			

4. Special Conditions

Manufacturers End User Licence Agreement (EULA) applies to this call-off contract as attached.



Experian Data
Quality EULA V1.2 (0:

5. The Contracting Body's Call-Off Co-ordinator:





Attachment 2

Service Provider Proposal





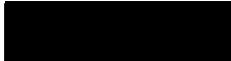

This quotation was created for:



Quotation: 1290901
Valid Until: 10 Mar 2016

Thank you for your quote. In order to process your requirements in the fastest possible time, simply write your order number and sign your name on the quote and email it back to me.

Did you know the Probrand Group offer a whole host of pre-configured hardware services? Configuration of all types of operating systems, applications, hardware solutions, imaging and component upgrades. Please see below your quote, some typical examples of what we offer.

Product Detail	Item Cost	Line Total
Licence Direct Delivery Qty: 1		
Additional Licence Experian - QuickAddress GBR Address Data for Web - Internal Per Click Simply Self Service Qty: 1		
Renewal Experian - QuickAddress GBR Address Data for Web - Annual Licence QAS Pro Web 7.10 - Annual Licence for Transport for London Qty: 1		
Experian - QuickAddress GBR Address Data for Web - Per Seat QAS Pro Web 7.10 - Per Seat (380) Future Ticketing Project / CAS for Transport for London Qty: 1		
Experian - QuickAddress GBR Address Data for Web - Per Seat (4 Seat) QuickAddress Pro Web 5.05 - Per Seat Correspondence Handling / Tcs.net (Comm Office) for Transport for London Qty: 1		



Application (OPUS)

Qty: 1

QAS Pro 6.86 API - Per Seat QuickAddress GBR

Address Data for Pro Sherlock

Qty: 1

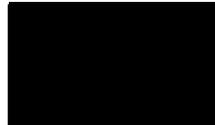


Optional Yearly

QuickAddress GBR Address Data for Web - Internal

Per Click Simply Self Service

Qty: 0



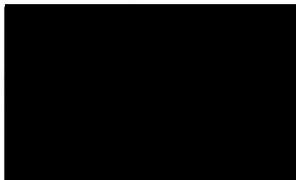
All prices are in GB Pounds and exclude VAT.

Pre-configured services

- Graphics cards/memory install, OS install and activation, software installation, custom image download, OS up/down upgrades, etc.
- iPad/tablet imaging, duplication, engraving services, PC/notebook imaging, asset tagging
- Printer power on and test, printer software installation, printer memory hard drive install

Please contact your Account Manager for pricing and more details, as we offer many more services.

Yours sincerely



Probrand is a supplier of the Crown Commercial Service (previously known as Government Procurement Service), the national procurement partner for UK public services.

Probrand Group and The IT Index are business names of Probrand Limited.
Probrand Limited 45-55 Camden Street, Birmingham B1 3BP.
Registered In England & Wales, 2653445

All orders are accepted in accordance with our [Terms and Conditions](http://www.probrand.co.uk/terms) which can be accessed from our website at www.probrand.co.uk/terms (Private Sector) and www.probrand.co.uk/terms-buying-solutions (Public Sector).