

#### 4. COMMERCIAL PROCESSES, THRESHOLDS, SIGNATURES AND APPROVALS FOR CONTRACTS

4.1 The thresholds for the procurement of contracts for Goods and services, Works and Land development opportunities are as follows:

Estimated contract value	Procurement process
<p>Goods and services: <b>up to £10,000</b></p> <p>Works and land development opportunities: up to £25,000</p>	<p>(i) Seek a call-off from a suitable framework, where possible</p> <p>(ii) If not, decide whether it would be preferable to opt for a single supplier route or a competitive tendering route</p> <p>(iii) If using a single supplier, secure value for money</p> <p>(iv) If opting for competitive tendering, seek three or more written quotes and attach all quotes received to the shopping cart</p>
<p>Goods and services: <b>£10,000 to £150,000</b></p> <p>Works and land development opportunities: £25,000 to £4,000,000</p>	<p>(i) Seek a call-off from a suitable framework, where possible</p> <p>(ii) If not, undertake a formal tender process which will be managed by TfL Commercial via eTendering</p>
<p>Goods and services: <b>above £150,000</b></p> <p>Works and land development opportunities: above £4,000,000</p>	<p>(i) Seek a call-off from a suitable framework, where possible</p> <p>(ii) If not, undertake a tender process compliant with the Public Contracts Regulations 2006 which can take up to a year</p>

4.2 **Contracts above the EU thresholds are subject to the Public Contracts Regulations 2006. This Code has set £150,000 as the GLA threshold for goods and services and £4,000,000 for works and land development opportunities for the application of the rules and procedures prescribed in the regulations. Specific advice must be sought regarding contracts above the GLA thresholds.**

**QA Limited**

<b>Training Services</b>	<b>Number of Delegates</b>	<b>Start date of course</b>	<b>Amount Paid including VAT</b>	<b>Date Paid</b>
APM Introductory Certificate in Project – Management Examination	1	24/03/2016	£186.00	20/04/2016
Training for Professional Scrum Master	1	31/03/2016	£1,088.40	27/04/2016
Training for Professional Scrum Master	1	31/03/2016	£1,088.40	16/06/2016
Training for Professional Scrum Master	1	31/03/2016	£1,088.40	16/06/2016
APM Introductory Certificate in Project – Management Examination	1	31/05/2016	£186.00	29/06/2016
Introduction to Agile	13	23/09/2016	£5,040.00	21/09/2016
Introduction to Agile	15	26/10/2016		
Introduction to Agile	13	28/11/2016		
Introduction to Agile	10	16/01/2017		
<b>Total paid since 1 April 2016 to 5 October 2016</b>			<b>£8,677.20</b>	

**Order Approved  
by**

Budget Holder  
Budget Holder  
Budget Holder  
Budget Holder

Budget Holder

Budget Holder

**MAYOR OF LONDON**



Agreement Reference Number: TfL 90840

Outline Agreement Number: 460003856

Date: June 2014

**Framework Agreement for the Provision of  
Managerial and Professional Skills- Project Management**  
**between**  
***Transport for London***  
**and**  
***QA Ltd***

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**THIS AGREEMENT** is made the 1st day of June 2014

**BETWEEN:**

- (1) Transport for London (**"the Contracting Authority"**);
- (2) QA Ltd a company registered in England and Wales Company Registration Number 2413137 whose registered office is at 55-65 Uxbridge Road, Slough, Berkshire SW1H 0XA (**"the Service Provider"**).

**RECITALS:**

- A. The Parties wish to enter into a framework agreement which will enable the Authority, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Call-Off Contract.
- C. This framework agreement can be utilised by the Contracting Authority or any other member of the TfL Group.
- D. The terms and conditions of this Agreement provide that the Greater London Authority or any of its other functional bodies may, if the Service Provider so agrees, contract with the Service Provider on the terms set out in this Agreement.

**THE PARTIES AGREE THAT:**

In consideration of the payment by the Authority to the Service Provider of £5.00 (the receipt and sufficiency of which is acknowledged by the Service Provider) and the mutual promises and covenants set out in this Agreement, the Parties agree as follows:

**1. Definitions and Interpretations**

In the Agreement (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

<b>"Agreement"</b>	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
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<b>"Agreement Commencement"</b>	the date for commencement of this
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<b>Date</b>	Agreement specified in Schedule 1;
<b>“Agreement Reference Number”</b>	the reference number for this Agreement as set out in Schedule 1;
<b>“Authority”</b>	the Contracting Authority and or any TfL Group member utilising this Agreement;
<b>“Business Day”</b>	any day excluding Saturdays, Sundays or public or bank holidays in England;
<b>“Call-Off Contract”</b>	a call-off contract in the form set out in Schedule 6 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
<b>“Call-Off Contract Number”</b>	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
<b>“Call-Off Co-ordinator”</b>	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
<b>“Call-Off Term”</b>	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
<b>“Charges”</b>	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in or calculated in accordance with a Call-Off Contract;
<b>“Confidential Information”</b>	all information (whether written or oral) that by its nature may reasonably be regarded as confidential to the Authority or any other member of the TfL Group (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority or any member of the TfL Group;
<b>“Contract Information”</b>	(i) the Agreement and any Call-Off



Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and

- (ii) data extracted from the invoices submitted pursuant to Clause 7 which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

**“Force Majeure Event”**

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (**“Affected Party”**) to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

**“Holding Company”**

any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined by section 840 of the Income and Corporation Taxes Act 1988;

**“Insolvency Event”**

any of the following:

- (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being

appointed over all or part of the business of the Service Provider and/or the Holding Company;

- (c) being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) the Service Provider and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;

**“Intellectual Property Rights”**

any patent, know-how, trade mark or name, service mark, design right (in each case whether registered or unregistered), copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

**“Key Personnel”**

the Service Provider’s key personnel

	named as such in Schedule 1 or any relevant Call-Off Contract;
<b>“Losses”</b>	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
<b>“Milestone”</b>	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
<b>“Mini-Competition”</b>	a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;
<b>“Parties”</b>	the Authority and the Service Provider (including their successors and permitted assignees) and <b>“Party”</b> shall mean either of them as the case may be;
<b>“Project Plan”</b>	the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;
<b>“Procurement Manager”</b>	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
<b>“Proposal”</b>	the Service Provider’s offer to provide Services in response to a request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;
<b>“Request Form”</b>	a document produced by the Authority pursuant to clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5A or Schedule 5B or in such other form as may be notified to the Service Provider by the Authority from time to

	time;
<b>“Required Date”</b>	the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
<b>“Service Provider Equipment”</b>	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under any Call-Off Contract;
<b>“Service Provider’s Manager”</b>	the person who is identified as the Service Provider’s Manager in the Call-Off Contract for the relevant Services;
<b>“Service Provider Materials”</b>	Products including but not limited to software, processes, knowhow, training materials and user manuals that were developed by the Service Provider in advance of the date of this agreement;
<b>“Service Provider’s Personnel”</b>	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
<b>“Services”</b>	<p>(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under a Call-Off contract as detailed in such Call-Off Contract including any variations to such services and/or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-</p>

	Off Contract;
<b>“Specification”</b>	the specification and other requirements set out in Attachment 1 of the Call-Off Contract;
<b>“Term”</b>	the period during which this Agreement continues in force as set out in Schedule 1;
<b>“TfL”</b>	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
<b>“TfL Group”</b>	TfL and all its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any <b>“member of the TfL Group”</b> shall refer to TfL or any such subsidiary;
<b>“TfL Materials”</b>	Products including but not limited to software, processes, knowhow, training materials and user manuals that were developed or owned by TfL or the Authority in advance of the date of this agreement;
<b>“TfL-Owned Course”</b>	Courses wholly owned by TfL as set out in the tables at Appendix 2 to Schedule 3 of this agreement;
<b>“TfL Premises”</b>	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt the Authority);
<b>“Transparency Commitment”</b>	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received; and
<b>“VAT”</b>	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
  - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence;
  - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or
  - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:
  - 1.8.1 each Call-Off Contract;
  - 1.8.2 these Clauses;
  - 1.8.3 the Schedules;
  - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;

- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

## **2. Framework Agreement**

- 2.1 The purpose of this Agreement is to:
  - 2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;
  - 2.1.2 provide the framework to administer each Call-Off Contract; and
  - 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 or as more particularly described in each Call-Off Contract. The Authority’s requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.
- 2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.
- 2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

## **3. CALL-OFF PROCEDURE**

- 3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.

- 3.2 Where the Authority opts to appoint the Service Provider direct without the need for a Mini-Competition, it will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5A, specifying the Services to be provided, in which event:
- 3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;
  - 3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;
  - 3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.
- 3.3 Where the Authority opts to undertake a Mini-Competition it will issue to those Service Providers on the framework that are the subject of this Agreement, that it assesses in its sole discretion, are capable of providing the Services to the Authority's satisfaction, a Request Form as set out in Schedule 5B, specifying the Services to be provided. In the event that the Service Provider receives such a Request Form:
- 3.3.1 the Service Provider shall immediately confirm receipt of such Request Form;
  - 3.3.2 the Service Provider shall respond to a Request Form by completing a Proposal as an offer capable of acceptance or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;
  - 3.3.3 the Authority will award the relevant Call-Off Contract to the Proposal that is the most economically advantageous with reference to the assessment criteria set out in the Request Form as they relate to the Service(s) in question.



- 3.4 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Call-Off Contract and such documentation shall together form a separate agreement between the parties.
- 3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.
- 3.7 The Authority is not obliged to approve or sign any Call-Off Contract.
- 3.8 Unless otherwise expressly agreed in writing with the Authority; the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this clause 3.
- 3.9 Where reasonably requested to do so by the Greater London Authority ("GLA") or any of its other functional bodies (currently, the London Development Agency, the Metropolitan Police, the London Fire and Emergency Planning Authority) ("Functional Bodies") and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other members of the GLA Group on the terms of this Agreement mutatis mutandis. The GLA or the Functional Bodies can not affect or amend this Agreement and that each Call-Off Contract is specifically between the Service Provider and the GLA or appropriate Functional Body and the TfL Group shall in no way be liable for the GLA or appropriate Functional Bodies obligations arising out of such Call-Off Contract.

#### **4. TERM OF AGREEMENT AND CALL-OFF CONTRACTS**

- 4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.
- 4.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 28 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

## **5. The Services**

### **5.1 The Service Provider:**

- 5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the relevant Call-Off Contract;
- 5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the relevant Call-Off Contract;
- 5.1.3 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off.

### **5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Call-Off Contract.**

### **5.3 The Service Provider shall provide the Services under each Call-Off Contract:**

- 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
- 5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
- 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

## **6. Charges**

### **6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and in consideration of, and subject to the due performance of the Services by the Service Provider, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.**

### **6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.**

- 6.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

## **7. Payment Procedures and Approvals**

- 7.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 7.1.1 monthly in arrears during the Call-Off Contract Term; or
  - 7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or
  - 7.1.3 if specified in a Call-Off Contract, on completion of each milestone. It is a condition precedent of the submission of an invoice on completion of a milestone that all preceding milestones specified in the relevant Call-Off Contract have been completed.
- 7.2 The Service Provider shall submit invoices to the address set out in each Call-Off Contract, each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority Account Details, the Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.
- 7.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:
- 7.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in the relevant Call-Off Contract;
  - 7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

- 7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or contract Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:
- 7.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under this Agreement or a Call-Off Contract; or
  - 7.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 19, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Call-Off Contract.

## **8. Warranties and Obligations**

- 8.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:
- 8.1.1 the Service Provider:
    - 8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 736 of the Companies Act 1985) to enter into and to perform the Agreement and any relevant Call-Off Contract; and
    - 8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
    - 8.1.1.3 is entering into this Agreement and any relevant Call-Off Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
  - 8.1.2 the Agreement and Call-Off Contract is executed by a duly authorised representative of the Service Provider;
  - 8.1.3 the Service Provider shall provide the Services:

- 8.1.3.1 in accordance with the relevant Call-Off Contract and the terms of this Agreement and with all due skill, care and diligence as may be expected of appropriately qualified and experienced persons (of a professional level if appropriate) with appropriate skill and experience in providing services of a similar scope, type, nature and complexity to the Services;
- 8.1.3.2 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
- 8.1.4 all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the requirements specified in the relevant Call-Off Contract; and
- 8.1.5 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the relevant Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 8.2 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

## **9. Contractual Management**

- 9.1 The Contracting Authority authorises the Procurement Manager to act as the Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise. The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off Contract, unless otherwise notified by the Authority.
- 9.2 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel and shall procure that they:
  - 9.2.1 diligently supervise the performance of the Services;
  - 9.2.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the relevant Call-Off Co-ordinator from time to time); and

9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract.

9.3 The Service Provider may only make any changes to the Service Provider Manager or Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld).

9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.

## **10. SERVICE PROVIDER'S PERSONNEL**

10.1 Nothing in this Agreement or any Call-Off Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the TfL Group by virtue of the provision of the Services by the Service Provider under this Agreement or Call-Off Contract and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

10.2 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the relevant Call-Off Contract.

10.3 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any TfL Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a relevant Call-Off Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).

10.4 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all liabilities, costs, expenses, injuries, direct or indirect or consequential loss, damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority or the TfL Group incur or suffer whenever arising or brought by the Service Provider's Personnel or any person who may allege to be the same.

- 10.5 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and the relevant Call-Off Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

## **11. SUB-CONTRACTING AND CHANGE OF OWNERSHIP**

- 11.1 The Service Provider shall not assign or sub-contract all or any part of the Services in relation to TfL-Owned Courses without the prior consent of the Authority identifying the relevant sub-contractor which may be refused or granted subject to such conditions as the Authority acting reasonably sees fit.
- 11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Call-Off Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
  - 11.2.2 be responsible for payments to that person; and
  - 11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Call-Off Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider.
- 11.3 The Service Provider shall give notice to the Authority in the event that there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.

## **12. CONFLICT OF INTEREST**

- 12.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.
- 12.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the duration of this Agreement and in any event not less than once in every six months and shall notify the Contracting Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with the Contracting Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the

matter in question) to manage such conflict to the Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 28.1.4.

### **13. ACCESS TO PREMISES**

13.1 Subject to Clause 10.3 any access to any TfL Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Contract Term, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging. The Service Provider shall:

13.1.1 have the use of such TfL Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such TfL Premises;

13.1.2 vacate such TfL Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;

13.1.3 not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this Clause 13.1;

13.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and

13.1.5 not damage the TfL Premises or any assets on the TfL Premises.

13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the Service Provider and any member of the TfL Group.

13.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in any Call-Off Contract.

### **14. COMPLIANCE WITH POLICIES AND LAW**

14.1 The Service Provider, at no additional cost to the Authority:

14.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including the provisions set out in Schedule 8 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified



by the Authority for personnel working at TfL Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;

- 14.1.2 shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 14.1.2;
- 14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 14.1.4 acknowledges that the Authority is under a duty under section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and co-operate with TfL and/or the Authority where possible in satisfying this duty;
- 14.1.5 acknowledges that TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:
  - 14.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
  - 14.1.5.2 eliminate unlawful discrimination; and
  - 14.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable TfL to satisfy its duty;
- 14.1.6 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the

Service Provider from time to time. For the purposes of this Clause 12.1.6, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

- 14.1.7 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services.

In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.

- 14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, [www.tfl.gov.uk](http://www.tfl.gov.uk)).
- 14.3 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:
- 14.3.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
  - 14.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;
  - 14.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
  - 14.3.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

## **15. CORRUPT GIFTS AND PAYMENT OF COMMISSION**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Contracting Authority or any member of the TfL Group nor favour any employee, officer or agent of the Contracting Authority or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Contracting Authority or any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

## **16. EQUIPMENT**

16.1 Risk in:

16.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

16.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the relevant Call-Off Contract.

regardless of whether or not the Service Provider's Equipment and Materials are located at TfL Premises:

16.2 The Service Provider shall ensure that all Service Provider's Equipment and all Materials meet all minimum safety standards required from time to time by law.

**17. QUALITY AND BEST VALUE**

The Service Provider acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

**18. RECORDS, AUDIT AND INSPECTION**

18.1 The Service Provider shall, and shall procure that its sub-contractors shall:

18.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**");

18.1.2 retain all Records during the Term and Call-Off Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of this Agreement or relevant Call-Off Contract ("**Retention Period**").

18.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services and the Service Provider shall give all reasonable assistance to the Authority or its nominee in

conducting such inspection, including making available documents and staff for interview.

## **19. SET-OFF**

The Authority will be entitled but not obliged at any time or times to set off any liability of the Service Provider to the Authority against any liability of the Authority to the Service Provider.

## **20. INDEMNITY**

- 20.1 Subject to Clause 20.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other members of the TfL Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all direct and reasonable Losses which the Indemnified Party incurs or suffers as a consequence of any direct breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).
- 20.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement or Call-Off Contract by the Authority and/or any other member of the TfL Group including by any of their respective employees or agents.

## **21. INSURANCE**

- 21.1 The Service Provider will at its sole cost maintain employer's liability as required by law and insurance cover in the sum of £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on each and every policy:
- 21.1.1 public liability to cover injury and loss to third parties;
  - 21.1.2 insurance to cover the loss or damage to any item related to the Services;
  - 21.1.3 product liability; and
  - 21.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 20.1.3.
- 21.2 The insurance cover will be maintained with a reputable insurer (such approval not to be unreasonably withheld or delayed).

- 21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.
- 21.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 21.1 being or becoming void, voidable or unenforceable.

## **22. THE AUTHORITY'S DATA**

- 22.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 22.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

## **23. INTELLECTUAL PROPERTY RIGHTS**

- 23.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider specifically for the provision of the Services ("the Products") provided that such assignment shall not include Service Provider, public domain or Third Party Materials.
- 23.2 To the extent that Service Provider Materials are utilised in the preparation of Products or delivery of Services under this agreement the Service Provider shall grant to TfL or the Authority a non-exclusive, non-transferable, royalty free licence to re-use such Products or Services for the purposes for which they were designed.
- 23.3 Without prejudice to its contractual obligations to and the intellectual property rights of any third party, the Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 23.4 The Service Provider warrants that it is not in breach of any of its obligations to any third party relating to the use of any and all materials and Products it develops or uses in the delivery of Services to or on behalf of the Authority.

## **24. PROTECTION OF PERSONAL DATA**

The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement and any relevant Call-Off Contract and shall act in accordance with instructions from the Authority.

## **25. CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY**

25.1 Subject to Clause 22.6 and Clause 24, the Service Provider will keep confidential:

25.1.1 the terms of this Agreement and all Call-Off Contracts; and

25.1.2 any and all Confidential Information that it may acquire in relation to the Authority .

25.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.

25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:

25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or

25.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

25.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agent and subcontractors.

25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.

25.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and Clause 26, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 26.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.
- 25.8 The provisions of this Clause 25 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

## **26. FREEDOM OF INFORMATION**

- 26.1 For the purposes of this Clause 26:

- 26.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 26.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 26.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.

- 26.2 The Service Provider acknowledges that the Authority:

- 26.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
- 26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

- 26.3 Without prejudice to the generality of Clause 26.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

- 26.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to this Agreement or a Call-Off Contract, the Services that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and
- 26.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 26.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

## **27. Dispute Resolution**

- 27.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract ("**Dispute**") before resorting to litigation.
- 27.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 27.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 27.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 27.5 Where a dispute is referred to mediation under Clause 27.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.



- 27.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 27.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

## **28. Breach and Termination of Agreement**

- 28.1 Without prejudice to the Authority's right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:
- 28.1.1 except as provided in and without prejudice to Clauses 28.1.3, the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or
- 28.1.2 the Service Provider is subject to an Insolvency Event; or
- 28.1.3 the Service Provider is in breach of Clause 11.3; or
- 28.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or
- 28.1.5 the Service Provider commits any of the money laundering related offences listed in the Public Agreement Regulations 2006.
- 28.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services

under this Agreement or Call-Off Contract, the Service Provider shall, if required to do so by the Contracting Authority's and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 28.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service.

- 28.3 Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Call-Off Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Unaffected Party**") may terminate the Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 28.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Unaffected Party by reason of such termination.
- 28.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Call-Off Contract under Clause 28.1 or to terminate at common law, the Authority may terminate this Agreement or the Contracting Authority and/or Authority relevant the Call-Off Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 28.4 may be disapplied by notice to that effect in Schedule 1.
- 28.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 28 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

## **29. Consequences of Termination or Expiry**

- 29.1 Notwithstanding the provisions of Clause 25, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such

tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

29.2 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

29.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):

29.3.1 the Service Provider shall, at no further cost to the Authority, on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove as far as is reasonably practicable all electronically held information by a mutually agreed date.

29.3.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

29.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 28.1 or a cessation of any Services under Clause 28.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 28.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

### **30. Survival**

The provisions of Clauses 1, 6, 7, 8, 11.2.2, 11.2.3, 13.1.1, 13.1.2, 13.1.5, 13.2, 16, 18-22 (inclusive), 23.2, 25-27 (inclusive), 29-32 (inclusive), 34-44 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

### **31. Rights of Third Parties**

31.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off Contract in accordance with this

Agreements (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

### **32. Contract Variation**

Save where the Authority may require an amendment to the Services, this Agreement or Call-Off Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

### **33. Novation**

- 33.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.
- 33.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

### **34. Non-Waiver of Rights**

No waiver of any of the provisions of this Agreement or any relevant Call-Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

### **35. Illegality and Severability**

If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such

provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

### **36. Notices**

Subject to Clause 36.2, any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

- 36.1 if delivered by hand, at the time of delivery;
- 36.2 if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted;  
or
- 36.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

### **37. Entire Agreement**

- 37.1 Subject to Clause 37.2:
  - 37.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain;
  - 37.1.2 and without prejudice to the Service Provider's obligations under this Agreement, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of this Agreement or any incorrect or incomplete information howsoever obtained.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

**38. Relationship of the Parties**

Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

**39. Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Call-Off Contract.

**40. Governing Law**

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

**THE AGREEMENT** has been signed for and on behalf of the Parties the day and year written above.

Signed by )  
for and on behalf of )  
**The Contracting Authority** )  
REDACTED

Signed by )  
for and on behalf of )  
the **Service Provider** )  
REDACTED

## SCHEDULE 1 - KEY AGREEMENT INFORMATION

1. **Agreement Reference Number:** TfL90840
2. **Name of Service Provider:** QA Ltd
3. **Agreement Commencement Date:** 01 June 2014
4. **Term:** 3 years with an option to extend for a further 1 year Period
5. **Details of the Commercial Manager**

**Name:** Paul Devine

**Address:** Windsor House, 42-50 Victoria St, London, SW1H 0TL

**Email:** pauldevine@tfl.gov.uk

6. **Service Provider's Key Personnel:**

Name & Position	Contact Details	Area Of Responsibility
REDACTED	REDACTED	REDACTED

7. **Notice period in accordance with Clause 28.4 (termination without cause):**  
90 days unless an alternative is listed here [*insert alternative if needed*]  
[if appropriate, write "Clause 28.4 does not apply" and delete the 90 day reference]
8. **Address for service of notices and other documents in accordance with Clause 36:**

**For the Authority:** As above

**For the Service Provider:** 71 Victoria Street, London, SW1H 0XA



## **SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT**

**Not applicable.**

## SCHEDULE 3 - SERVICES

### A. GENERAL REQUIREMENTS

The scope of courses to be covered by the contract includes those listed in Table 1 below:

Course Title	Course Type			
	a	b	c	d
<b>PYRAMID-related Courses<sup>1</sup></b>				
Practical Planning for Project Managers				X
Benefits Realisation Awareness				X
Advanced Project Management				X
IPMA Level C course (Proposed) <sup>2</sup>				X
APMP <sup>3</sup>	X	X	X	
P3O Foundation	X	X	X	
MSP Foundation	X	X	X	
MSP Practitioner	X	X	X	
Management of Value - Foundation	X	X	X	
Management of Value - Practitioner	X	X	X	
Management of Risk - Foundation	X	X	X	
Management of Risk - Practitioner	X	X	X	
APM IC <sup>4</sup>	X	X		
<b>Non-PYRAMID Courses</b>				
APM PQ	X	X		
APM RPP	X	X		
PRINCE2 Foundation	X	X		
PRINCE2 Practitioner	X	X		
PRINCE2 Re-registration	X	X		
P3O Practitioner	X	X		
Six Sigma Yellow Belt	X	X		
Six Sigma Green Belt	X	X		
Six Sigma Black Belt	X	X		
Primavera Project Management	X	X		
Primavera Advanced Project Management	X	X		
Agile Project Management Foundation	X	X		
Agile Project Management Practitioner	X	X		
Scrum Master	X	X		
Pathway Project Management				X

<sup>1</sup> Note that these courses may be requested by other parts of the TfL business outside the scope of PYRAMID and in these cases different delivery methods/requirements may be required

<sup>2</sup> This course is currently in development and is likely to have been developed under our existing PYRAMID training contract before PYRAMID requirements migrate into this framework at the end of August 2014

<sup>3</sup> When delivered as part of PYRAMID a blended learning version of this course is required with e-learning (approx 1 day), classroom training (2 days), e-learning (approx 1 day), classroom training (2 days), and exam

<sup>4</sup> When delivered as part of PYRAMID: an e-learning version of this course and exam-only are required

Course Title	Course Type			
	a	b	c	d
TfL Sponsorship Foundation (Proposed)				X

**Table 1 – List of Courses**

The selected Supplier will be expected to deliver all courses in the above table.

## **B. COURSE TYPES**

This contract will be let as a Framework and services will be ‘called off’ as and when required.

Services procured under the contract will include delivery of the supplier’s standard courses in a particular system, technique or topic covering a specific requirement, as set out in Table 1 above, to one or a number of TfL staff. This will normally involve a request for places for one or more TfL staff members at a standard ‘open access’ course run by the Supplier to their own scheduled timetable.

Where a larger number of staff are to be trained together on a specific system, technique or topic and/or over a defined period of time, TfL may follow the route above or, alternatively, may require a supplier’s ‘standard’ course to be modified slightly to include TfL case studies and examples.

In a small number of cases the Supplier will be expected to deliver courses already developed internally by TfL or to develop a new course based wholly on TfL content.

Please note that the list in Table 1 above is indicative and does not represent an exhaustive list of the courses to be delivered, since new requirements may evolve during the contract lifetime. Any new courses required which are relevant to this specific contract will be identified in relation to TfL’s (or the relevant framework customer’s) business plans.

The following service types may therefore be used to request delivery of training:

- a) Between one (1) and three (3) members of TfL staff placed on a supplier’s existing scheduled open course – with prices quoted by the Supplier at a quoted ‘per delegate’ rate.
- b) Four (4) or more members of TfL staff placed together on a supplier’s existing scheduled open course – prices quoted as in a) above but the Supplier shall discount its ‘per delegate’ rate for 4+ individuals.
- c) Supplier delivers a semi-bespoke version of their own course (to include TfL examples and case studies) to a wholly TfL audience – with delivery prices quoted by the Supplier on a ‘per course’ daily rate basis. Any time spent on familiarisation with TfL context & materials (if chargeable) shall be quoted separately on a daily rate basis.
- d) Supplier delivers courses already developed by TfL and/or works jointly with relevant TfL PYRAMID/PMO staff to design/ develop new bespoke courses to be

delivered to a wholly TfL audience – with delivery prices quoted by the Supplier as c) above and any time spent on new course design/development shall also be quoted on a daily rate basis

For reference the likely requirements for each of these delivery methods are shown for the relevant courses in the table in section a above and for convenience they are referred to throughout the remainder of this and other ITT documents as type a), type b), type c) and type d) courses.

The Greater London Authority (“GLA”) or any of its other functional bodies will also be able to access the Framework for the provision of training services. For the purposes of this Schedule 3 any reference to TfL should therefore be taken to include other framework customers unless explicitly stated otherwise.

Delivery of services under c) or d) above for framework customers other than TfL may not involve delivery of TfL-owned courses or materials and other framework customers may require the supplier to use content relevant to the customer’s organisation.

Suppliers should note that whilst TfL may fund examination re-sits, it is TfL policy only to fund pre-examination revision training in exceptional circumstances. Should a request for revision training be received the Supplier should refer the request to the TfL Contract Manager for final authorisation before accepting it. Any revision training which has not received such authorisation shall be carried out entirely at the Supplier’s own risk.

## **C. POTENTIAL DEMAND**

A breakdown of the approximate estimated maximum number of course places and events to be delivered annually is given in Table 2 below.

Course Title	Estimated Annual Demand by Course Type <sup>5</sup>		
	a & b	c	d
<b>PYRAMID-related Courses</b>			
Practical Planning for Project Managers			4
Benefits Realisation Awareness			4
Advanced Project Management			2
IPMA Level C course (Proposed)			3
APMP	32	8	
P3O Foundation	22	1	
MSP Foundation	13	2	
MSP Practitioner	16	2	
Management of Value - Foundation	4	2	
Management of Value - Practitioner	2	1	
Management of Risk - Foundation	11	2	
Management of Risk - Practitioner	6	1	
APM IC <sup>6</sup>	45	3	
<b>Non-PYRAMID Courses</b>			
APM PQ	4		
AMP RPP	5		
PRINCE2 Foundation	7		
PRINCE2 Practitioner	4		
PRINCE2 Re-registration	1		
P3O Practitioner	2		
Six Sigma Yellow Belt	1		
Six Sigma Green Belt	3		
Six Sigma Black Belt	2		
Primavera Project Management	8		
Primavera Advanced Project Management	3		
Agile Project Management Foundation	7		
Agile Project Management Practitioner	3		
Scrum Master	8		
Pathway Project Management <sup>7</sup>			24
TfL Sponsorship Foundation (Proposed) <sup>8</sup>			3

**Table 2: Indicative Course Demand**

<sup>5</sup> Estimates are provided for type a) and b) courses as total number of DELEGATES to be placed and for type c) and d) courses as total number of COURSE EVENTS to be run, regardless of delegate numbers at each course

<sup>6</sup> As indicated in table 1 above this course is required as e-learning only followed by an exam when delivered via PYRAMID. Classroom based variants may be required as type a) or b) courses by other framework customers

<sup>7</sup> Pathway courses are half a day each and TfL normally runs two courses per month

<sup>8</sup> This course is currently under development and estimates/timescales are not yet certain. The likelihood is that we will require 9-10 courses in total over the framework lifetime.

Appendix 2 to this requirement provides overview summaries and desired learning outcomes (where known) for the courses listed in Tables 1 & 2.

The figures in Table 2 above are based on TfL historic data, extrapolated to allow for some growth in demand for existing courses over the framework lifetime plus a small element (based on historic demand) for usage of the Framework by other GLA organisations or bodies. All figures are theoretical maxima provided for information only and should not be relied upon as providing any forecast or guarantee of any future demand.

A schedule of the PYRAMID courses for the financial year 2014-2015 has already been published and is attached as Appendix 3 to this document. The successful Supplier shall deliver courses in line with this Schedule from 1 September 2014 onwards.

Where TfL makes a request for staff to be placed on a type a) or type b) course and the Supplier is unable to make the required place(s) available within the timescale required or where TfL wishes the Supplier to deliver a type c) course and the Supplier is unable to do so in the timescale required, TfL reserves the right to source the relevant training from another Supplier.

Note that where TfL requires a course not listed in the above table TfL may at its sole discretion elect to notify the Supplier of any such requirement and ask for a price to be quoted. Should such a request be made, the Supplier shall offer to provide any such course at delegate and/or trainer daily rates which are comparable with those for similar courses in the above table and TfL may, at its sole discretion, elect to accept any such quotation or procure such course from an alternative source.

#### **D. WORKING IN PARTNERSHIP WITH TFL**

For type c) and d) courses we may require the selected supplier to work in partnership with relevant TfL staff in PYRAMID, PMO and TfL L&D.

All trainers provided by the selected supplier(s) to deliver course types c) or d) will be required to work alongside relevant TfL staff during any design and development work.

We may also require the supplier to undertake 'train the trainer' activity so that type d) courses can be delivered internally by TfL staff.

Working in partnership may include requirements on the supplier:

- To act on behalf of TfL and represent TfL's interests at all times while engaged in the delivery of services requested under the contract
- Not to promote the supplier's organisation (or any of its agents) while delivering TfL-owned training
- Not to include their own logos or branding on materials used for delivery of TfL-owned training (other than material developed wholly by the Supplier in the course of its normal business)

- To comply with any relevant TfL Design Standards and use relevant TfL templates.

## **E. TIMING AND LOCATIONS OF COURSES**

Courses delivered under the contract will mainly be undertaken between Monday and Friday, typically between the hours of 0900 and 1700. Delivery may occasionally be required outside of these hours or at weekends to align with the working patterns of attendees.

Course types a) and b) will typically be delivered by the supplier at their own training venues.

Course types c) and d) delivered for TfL will normally be undertaken at the following site:

Ashfield House  
7 Beaumont Avenue  
London  
W14 9UY

Course types c) and d) delivered for GLA will normally be undertaken at the following site:

City Hall  
The Queen's Walk  
London  
SE1 2AA

TfL and other framework customers reserve the right to request delivery of services for course types c) and d) at other TfL or framework customer sites within the Greater London area (including TfL operational sites) at no additional cost.

The TfL Contract Manager (or his nominated representative) will confirm the location and timing of delivery of services as part of the order for each relevant call-off made on the contract.

The Supplier may occasionally be required to provide or source an external training venue and any necessary associated catering requirements for course types c) and d) and to include the relevant additional costs as an expense item on their invoice. Where this is the case, the Supplier will be informed at the time the order for Services is placed.

## **F. INDUCTION AND ONGOING TRAINER BRIEFING AND UPSKILLING**

TfL recognise that the primary aim of any PPM training course is to equip participants with relevant knowledge and skills (including passing any relevant test or examination at the end of the training). However, it is equally important that individuals can apply their newly-acquired knowledge and skills back in the workplace, so it is essential that all courses are as participative as possible, focusing on providing learners with as many opportunities as possible to practise their skills and demonstrate the required programme and project management behaviours.

While much of the material delivered in any course may be generic, it is also essential that all trainers can build and maintain credibility with target audiences by taking every opportunity during all type c) and d) courses to make reference to the TfL context. In addition to excellent delivery skills, they should therefore also have an understanding of TfL's policies, priorities and the context within which the organisation operates. All such course content should be enriched, wherever possible, with examples, terminology, case studies, etc, which reflect real issues/constraints within TfL to place the learning in an appropriate context and help ensure a smooth transition back to the workplace. This is preferable to completely generic programmes which may be less meaningful to learners, with the ensuing risk of lack of learning transfer back to the workplace.

TfL will hold trainer induction (upskilling) briefings before type c) and d) courses are delivered, and will provide materials including any relevant information/policies in relation to specific courses to assist suppliers in the co-development with TfL staff of relevant content, course materials and case studies. For type d) courses all trainers employed by the successful bidder must attend an upskilling and familiarisation session before delivering the course for the first time.

## **G. APPROACH TO COURSE DESIGN AND DEVELOPMENT**

PYRAMID and PMO may require the development of new courses during the lifetime of the contract and will require suppliers to co-design, and develop materials for, these courses. The selected supplier will be required to follow a standard methodology for design and development of new or modified type c) or d) courses, and will be expected to develop and adhere to an agreed plan with clear stages (including piloting and initial evaluation), activities, milestones and sign off points. All content and materials must be co-developed with TfL and TfL will act as the sign off authority before any new or modified content is delivered for the first time. Other framework customers may also require new courses to be developed and will agree similar processes and sign off criteria with the Supplier as appropriate.

## **H. APPROACH TO COURSE DELIVERY**

TfL require all trainers supplied under the framework to use:

- facilitative techniques which continuously engage and enthuse all participants both at the start of and throughout the training and provide a learning environment which is dynamic, exciting, positive, empowering and inspiring;



- open, positive and participative approaches and appropriate audience management techniques which encourage and support participant interaction and feedback from all training candidates;
- a range of learning techniques (including blended learning approaches and e-learning) appropriate to pre-course, in-course and post-course learning activity, which cater for the differing backgrounds of attendees and address the full range of learning styles and preferences, and which are focused on changing behaviours, attitudes and mindsets as well as imparting the necessary skills and information;
- a range of materials and technology which are appropriate to the subjects and topics under discussion;
- (for type c) and d) courses) every opportunity to place the learning in a TfL context by using TfL-specific language, stories, examples, evidence and case studies;
- effective timekeeping and session management techniques to ensure that sessions start on time and that all the required material is delivered in the available time; and
- training styles, language and behaviours which conform to internal TfL policy and legal requirements on inclusion, equality and non-discrimination.

TfL will provide all necessary briefing and policy documents/guidelines to the supplier's trainers as part of their induction and upskilling (see section f above).

Where courses are to be delivered on a customer's site, all trainers must arrive at the stated training location at least thirty (30) minutes in advance of the course start time on each day to check that all necessary materials, arrangements and facilities are present and working and to ensure a prompt start.

TfL is keen to introduce flexible methods of delivery in all its training activity and will require the supplier to consider eLearning or blended learning methods. Any proposed eLearning solutions should comply with the technical specification provided in Appendix 1 of this document.

We recognise that pre-course work may be a necessity for some courses. And even where not a necessity, the selected supplier may be asked to consider the scope for generating some pre-course activity to build knowledge in advance of the course, particularly if this gives scope to reduce the amount of working time spent in the classroom and/or optimises the time spent on more participative activities during the course itself.

Suppliers may also be required to support certain post-course interventions to provide individuals with a structure for consolidating their learning back in the workplace.

The training programmes and any pre- and post-course material should use the most appropriate methodologies to effect skills transfer and cater for a variety of learning styles. Activities might include:

- eLearning
- Syndicate exercises
- Role play/simulation
- Case studies
- Group discussion

## **I. CONTINUING PROFESSIONAL DEVELOPMENT OF TRAINERS**

Given TfL's commitment to continuous improvement we wish to ensure that all of our training programmes take full advantage of any innovations in content or pedagogy relating to the delivery of project management training. The selected supplier will therefore be required to have Continuing Professional Development processes in place to ensure that their training staff keep their skills and experience up to date in line with the latest developments in market, product and domain knowledge. This also includes requirements on the Supplier to ensure that they are identifying, making their staff aware of, and incorporating into their training as quickly as possible, any changes which are required as a result of product/methodology updates.

## **J. TRAINER SELECTION, EXPERIENCE AND QUALIFICATIONS**

Our requirements with respect to all resources the Supplier provides to deliver training under this contract are that:

- Each trainer must have the relevant skills and expertise required to deliver the courses for which they are proposed;
- Each individual trainer's delivery must be consistently of high quality;
- The Supplier will use all reasonable endeavours to ensure continuity of the personnel they provide to deliver type c) and d) services under the contract so as to minimise the burden (and cost) to TfL of upskilling their personnel;
- All trainers are willing and able to review, adjust and report on their own performance both during- and post-course delivery;
- The Supplier has processes in place to quality assure the delivery of all personnel they provide; and
- Subject to Clause 9 of the terms of the Framework Agreement, TfL are notified by the Supplier of any new personnel allocated to deliver type c) or d) services under the contract at least four (4) weeks before they are scheduled to deliver their first course in order to allow sufficient time for TfL to agree the individuals and the supplier to carry out any required upskilling.

All trainers should be appropriately qualified, preferably with a training-related qualification (for example Trainer Accreditation Programme (TAP) – Training Design & Delivery or equivalent) and must have other relevant qualifications and previous experience of delivering similar training in the areas for which they are proposed. All trainers should also be proficient in standard Microsoft Office applications.

For advanced level interventions in particular, trainers should be extremely flexible and learner-centred. They should be able to analyse delegates' issues quickly in order to bring out relevant learning points in a clear and concise manner, whilst ensuring that learners remain focused on the objectives of the programme.

## **K. TRAINER AVAILABILITY AND PERFORMANCE MANAGEMENT**

For type c) and d) courses the Supplier must implement suitable mechanisms to:

- Ensure continuity of training resources throughout the lifetime of the contract;
- Provide contingency resource at short notice (for example in the event a trainer goes sick on the day of the course); and
- Ensure they can respond rapidly to urgent short term TfL requests for additional trainers without impacting on their existing delivery commitments.

The selected supplier(s) must also have in place clear and robust processes to:

- measure the performance of all trainers at an organisational level;
- gather and use course feedback for the purposes of continuous improvement;
- set and monitor trainer targets to ensure optimum performance;
- identify, manage and resolve customer complaints; and
- deal with any issues relating to trainer underperformance, whether or not arising from a customer complaint.

## **L. COURSE EVALUATION AND QUALITY ASSURANCE**

The responsibility for evaluation of type a) and b) courses will rest with the supplier. However the supplier will be required to provide TfL, on request, with any and all relevant feedback data given by its personnel in relation to their placement on one of the supplier's courses.

The responsibility for evaluation of type c) courses may rest with either the Supplier or TfL, as specified by TfL.

The responsibility for evaluation of type d) courses currently rests with TfL. Feedback is currently requested online using an evaluation form which is issued to participants by email the day after training has been completed.

Whilst most type c) and all type d) post-course evaluation is currently carried out in house, TfL is open to any suggestions bidders may have for improving this process including:

- processes to measure candidate satisfaction with the training (including course evaluation forms); and
- processes by which the trainers themselves will evaluate, adjust and report on their own performance both during and post-delivery.

TfL L&D may also occasionally undertake its own Quality Assurance (using a ‘mystery shopper’ approach) in order to monitor participant satisfaction and trainer performance and ensure that any relevant service levels and agreements outlined within the contract are being maintained. Data from these QA exercises will be incorporated into the agreed SLA/KPI regime and reported at Contract Management meetings.

Other Framework customers may require the Supplier to carry out all post-course evaluation and feedback on their behalf and provide reports the customer. In such cases the precise mechanisms for collection and reporting of evaluation and feedback data will be discussed with the Supplier on a case-by-case basis.

## **M. DELEGATE ATTENDANCE REPORTING**

TfL maintains within its SAP accounting system details of all those employees who undertake training. This data is reported to TfL’s Human Resources Leadership Team and the employee’s Line Manager. To support this facility the Supplier must report any absences to TfL for ALL course types, and, for type c) and d) courses provide to TfL a completed course register showing attendees (and non attendees) for every day of training. A template course register for type c) and d) courses will be supplied by TfL.

Where courses are delivered at Ashfield House, any delegate non-attendance (“no shows”) must be reported by telephone to a member of the TfL L&D Team within two (2) hours of the course start time on each day of training in order for TfL to fulfil its duty of care to investigate employee absence. Trainers must retain course registers during the course for emergency/health & safety purposes and all completed course registers must be handed in person to the relevant member of TfL staff at the completion of the last day of the course.

Where courses are delivered at other sites or for other framework customers the same arrangements will be required but the required method of delivery of non-attendance reporting and course registers will be specified by TfL on a case-by-case basis.

## **N. USAGE AND MANAGEMENT OF SUBCONTRACTORS**

TfL recognise that suppliers' company structures and business models with respect to resourcing vary considerably between organisations.

Where a supplier may in future use or already intends to use subcontractors to deliver all or part of a customer requirement at any time during the lifetime of this contract, TfL will require the Supplier concerned to:

- have robust selection processes in place to ensure that any subcontractor personnel possess the necessary skills and expertise;
- guarantee the continuity and quality of the delivery they provide; and
- rigorously and regularly monitor the subcontractor's performance on an ongoing basis and deal with any issues of underperformance swiftly and effectively.

## **CONTRACT MANAGEMENT**

### **O. CONTRACT MANAGEMENT AND REPORTING ARRANGEMENTS**

Bidders are required to identify a named individual (Supplier Contract Manager) in their bids who will co-ordinate all services to be provided by the bidder, monitor the quality of service provision, and liaise with TfL's Contract Manager on all matters related to performance and contract management.

TfL will appoint a TfL Contract Manager who will be the main point of contact in TfL for all matters related to contract management across all usage of the Framework.

The TfL Contract Manager and the Supplier Contract Manager will meet at least quarterly (monthly during the first quarter of the Contract) to review contract performance at both overall framework level and TfL level against the KPI's. Other TfL or non-TfL customer or supplier personnel may attend these meetings, at TfL's discretion, as deemed appropriate. All such framework-level contract review meetings will be hosted by TfL unless agreed otherwise.

The Supplier may also be required to attend separate review meetings with other framework customers (for example GLA) to discuss their overall performance for each specific customer organisation, and may also be required to attend regular monthly operational meetings with specific business units within TfL.

Any reports required from the Supplier to support any such meeting must be sent to the relevant recipients at least five (5) working days before the scheduled date of the relevant meeting.

## **P. SERVICE LEVEL AGREEMENTS AND KEY PERFORMANCE INDICATORS**

TfL will implement a Service Level Agreement (SLA) and Management Reporting regime with Key Performance Indicators (KPIs) as part of the contract with any chosen supplier(s) (see Appendix 4). Bidders should include any proposed additional SLA and KPI statements with their response which incorporates, but is not limited to, management reporting, reference check monitoring, quality standards, diversity monitoring, and course cancellation.

The supplier may also be required to meet, and report separately on, other SLA/KPI requirements imposed by other framework customers (for example GLA).

## **Q. ORDER PLACEMENT AND DELIVERY ARRANGEMENTS**

Requirements for services and/or associated supply items arising under each call-off pertaining to the contract will be confirmed by the TfL Contract Manager (or his nominated representatives) in writing to reach the supplier at least ten (10) working days prior to the course to which the requirements relate, using the model order form in schedule 5 of this agreement

Where details of requirements are initially relayed to the supplier by telephone, the TfL Contract Manager (or their nominated representatives) will normally confirm requirements in writing as above within 24 hours.

In non-urgent cases the supplier will be required to reply to each written request within two (2) working days with the name and contact details of all trainers who have been allocated to deliver the course.

In urgent cases the supplier will be required to use all reasonable endeavours to ensure that a reply to TfL's request is received within three (3) hours detailing the name and contact details of all trainers who have been allocated to deliver the training. If the above requirements are not satisfied, TfL and other Framework customers reserve the right to secure delivery of the relevant services from an alternative source.

An order for services under this framework contract may ONLY be placed by the TfL Contract Manager or his authorised representative and in the manner prescribed in the contract. The Supplier will be provided with a list of those authorised to order on behalf of TfL at the outset of the contract and TfL will notify the Supplier of any changes to this list. Should the Supplier accept an order for services not in accordance with this process they shall do so entirely at their own risk.

## **R. COURSE CANCELLATION**

Where a course is cancelled, the Supplier shall agree to abide by TfL's standard terms relating to cancellation in schedule 5 of this agreement

The Supplier must provide the relevant framework customer with as much advance notice as is reasonably possible where a scheduled course is to be cancelled by the Supplier.

TfL invite bidders to propose in their response any suggested cancellation terms which may be of additional benefit to TfL in the event that a course is cancelled by the Supplier. Any such additional terms will not be evaluated and TfL may, at its sole discretion, choose to accept any or all terms proposed.

## **S. CHARGING, INVOICING AND PAYMENT TERMS**

TfL require that:

- All fees charged by Suppliers for type a) and b) courses shall be chargeable at the agreed 'per delegate' rate for the relevant cost which shall include all associated costs of supply including but not limited to trainer fees, venue costs, catering costs, courier costs, course materials and exam/invigilator fees;
- All fees charged by the Supplier for type c) and d) courses shall be chargeable at the agreed trainer and/or exam invigilator rate on a full day basis for any programme requiring more than four hours of scheduled delivery time or on a half day basis for any programme requiring four hours or less of scheduled delivery time. All other associated costs of supply, including but not limited to course material costs and exam fees shall be chargeable separately, where applicable on a per delegate basis;
- The Supplier shall submit separate itemised invoices to TfL for each delegate place or learning event delivered (or monthly or at other timescales agreed with other Framework customers) to include details of all charges relating to services and associated supply items;
- All invoices shall be received by TfL or the relevant framework customer within four weeks of delivery of the relevant programme; and
- The Supplier shall provide a separate monthly statement to the TfL Contract Manager (and other framework customers as required) providing a breakdown of all learners/courses they have supported over the preceding month. TfL will require this information at both TfL and overall framework level.

Invoices for all type a) and b) course charges must clearly show the cost of supply (including any discount) as a 'per-delegate place' fee with any additional cost of accredited body exam fees and/or exam invigilators shown separately.

Invoices for all type c) and d) course charges must clearly show the cost of supply as a supplier day rate fee with any additional cost of materials, accredited body exam fees and/or exam invigilators shown separately.

TfL shall not pay for any travel and subsistence costs incurred by the Supplier in the delivery of services. However additional expenses may become chargeable on exceptional occasions (for example if a framework customer requires the supplier to book an external training venue and/or provide catering facilities in support of type c) or d) courses). In all such cases these expenses must be agreed in advance in writing with the

relevant framework customer; must be charged on a cost only basis with no supplier markup; and must be evidenced on the relevant invoice by accompanying receipts or third party invoices.

All invoices to TfL must be submitted electronically to TfL's payment system, with copies sent to TfL L&D if requested. Other framework customers may require separate invoicing arrangements.

Correctly submitted invoices shall normally be paid within thirty (30) days of receipt. Where the Supplier is an SME business TfL will endeavour to pay correctly submitted invoices within ten (10) business days of receipt.

## **T. CONTRACT EXIT ARRANGEMENTS**

TfL will expect the Supplier to put in place a clear strategy to manage their exit from the contract, which will be agreed with TfL at the contract outset. This strategy, which the Supplier must further develop into a full exit plan towards the end of the contract lifetime, may include, but not be limited to:

- Handover of any TfL-owned designs/training materials/IP/building passes/ keys in the supplier's possession back to TfL
- Participation (at TfL's cost) in any required final 'train the trainer' activity, as specified by TfL; and
- Participation (at Supplier's cost) in a final contract-level review and lessons learned exercise



## Appendix 1 - Technical Standards for eLearning

Any eLearning content must be SCORM or AICC compliant and must conform to the following requirements:

<b>Style and Graphics Requirements</b>	<p>The course should be designed for screen area 1024 x 768 pixels to maintain consistency with the ezone courses currently used by TfL learners. The ezone branding and relevant TfL logo should be visible throughout the course.</p> <p>The main content area should be white with black text in Verdana 12 pt minimum font for high contrast and ease of legibility.</p>
<b>Accessibility</b>	<p>Text size will be relative to users' settings and will change as users change their browser text settings. The exception is in Flash. For screens developed in flash, which have text, a larger font size should be used. Also, screens developed in Flash should be able to be magnified with the right click context menu.</p> <p>Keyboard tabbing should be available for learners who can't or prefer not to use the mouse. The content should also have full audio on each screen. For screens without full text on screen (i.e. full screen animations) alternative text should be provided in an audio transcript for users without audio capabilities, or those who turn off audio.</p> <p>The programme needs to be designed and tested for JAWS compatibility.</p>

## Appendix 2 – Overview Course Summaries

### PYRAMID-Related Courses

Note: courses highlighted in yellow are those TfL-owned courses where Suppliers will be required to familiarise themselves with existing course content prior to delivery and may in future be required to provide additional design/development services. For other courses the delivery option in the final column relates to delivery of these course as part of the PYRAMID development portfolio: should these courses be required outside the scope of PYRAMID (whether by TfL or another Framework Customer) they will normally be delivered as type a) or b) courses using the Supplier's standard course offerings.

#### 1. Foundation - IPMA Level: Entry to D

	Course Title	Target Audience	Learning Outcomes/ Key Topics	Mode of Delivery
1.1	APM Introductory Certificate (IC)	Anyone wanting to understand the basic principles of project management	As specified by APM	A series of e-learning modules covering all areas of the ICPM syllabus supplemented by end of module tests and an exam readiness test. Delegates sit the exam at locally arranged exam events. Contextualisation to the workplace undertaken through a post course 'Learning beyond the classroom' workbook.
1.2	P3O Foundation	Anyone who works or wishes to work within a portfolio, programme or project office	As specified by AXELOS	A three day classroom event with the exam at the end of the final day. Delegates receive pre-course reading and pre course-work prior to the event and are provided with a 'Learning beyond the classroom' workbook.

	<b>Course Title</b>	<b>Target Audience</b>	<b>Learning Outcomes/ Key Topics</b>	<b>Mode of Delivery</b>
				workbook to help apply their learning in the workplace.
1.3	APM Professional (APMP)	Practising or potential project managers, project team members and programme managers who have spent approximately 2 years within a project environment	As specified by APM	A series of e-learning modules covering the introductory sessions (approx 1 day), followed by 2-day classroom training, followed by further e-learning modules (approx 1 day), followed by 2-day classroom training with the exam sat at a later date. Delegates given comprehensive pre-course reading and workbook and a 'Learning beyond the classroom' workbook to help apply their learning in the workplace.

## 2. Intermediate - IPMA Levels: C-B

	<b>Course Title</b>	<b>Target Audience</b>	<b>Learning Outcomes/ Key Topics</b>	<b>Mode of Delivery</b>
2.1	Management of Risk Foundation	Experienced project managers wishing to develop their practical competence in risk management within TfL.	As specified by AXELOS	A three day classroom event covering all aspects of the syllabus with the exam on the final day.
2.2	Management of Risk Practitioner	Experienced project managers wishing to develop their practical competence in risk management within TfL. Should have 2-5 years PPM experience and should have attended the MoR Foundation	As specified by AXELOS	A two day classroom event covering all aspects of the syllabus with the exam on the final day.
2.3	Management of Value Foundation	Experienced project managers wishing to develop their practical competence in value management within TfL.	As specified by AXELOS	A three day classroom event covering all aspects of the syllabus with the exam on the final day.
2.4	Management of Value Practitioner	Experienced project managers wishing to develop their practical competence in value management within TfL. Should have 2-5 years PPM experience and should have attended the MoV Foundation.	As specified by AXELOS	A two day classroom event covering all aspects of the syllabus with the exam on the final day.
2.5	Practical Planning for	Experienced project managers, programme	<ul style="list-style-type: none"> <li>• Prepare a WBS, CBS and OBS of sufficient detail to</li> </ul>	A two day bespoke classroom event based

Course Title	Target Audience	Learning Outcomes/ Key Topics	Mode of Delivery
Project Managers	managers, sponsors and planners or any project team member who wishes to enhance their knowledge around the principles of effective planning and control. Should have 2-5 years PPM experience and ideally should have attended the APMP programme which includes a foundation in the subject matter	<p>define the scope of work</p> <ul style="list-style-type: none"> <li>• Prepare an estimate and programme aligned to the WBS</li> <li>• Present a plan to the project board and establish a project baseline for both time and cost, including risk mitigation and contingencies</li> <li>• Diagnose the status of a project, based on supplied data, and identify appropriate processes to control the project</li> <li>• Practise effective change control, negotiate agreed changes to the project scope and follow change control processes</li> <li>• Conduct a lessons learned review and identify the key elements that need to be committed to company memory</li> </ul> <p>This course will be highly practical and interactive, with participants working in groups to apply project control practices through the use of a TfL specific case study.</p> <p>The output from each day will be assessed and commented on by a senior manager from TfL. This will be</p>	on a realistic TfL project scenario.

	<b>Course Title</b>	<b>Target Audience</b>	<b>Learning Outcomes/ Key Topics</b>	<b>Mode of Delivery</b>
			accompanied by a question and answer session, providing valuable feedback and support from experienced practitioners	
2.6	Benefits Realisation Awareness	Experienced project managers and senior project managers who are familiar with the business case and benefits process. (ideally have attended the APMP programme)	<p>By the end of the course, delegates will:</p> <ul style="list-style-type: none"> <li>• Have established a common vocabulary;</li> <li>• Understand the importance of each stage of the Benefits Management lifecycle to TfL;</li> <li>• Understand the clear chain of involvement and responsibilities that need to be assigned during the benefits lifecycle (including those that go beyond the project lifecycle);</li> <li>• Understand the purpose of the SAF;</li> <li>• Be able to utilise the SAF to align project outcomes and benefits;</li> <li>• Be able to contribute to the development of a benefits strategy, benefits map, benefits profile and benefits realisation plan;</li> <li>• Understand the activities required to maintain the benefits realisation plan throughout the project lifecycle, in particular at each gate in the corporate</li> </ul>	A one day bespoke classroom event based on a realistic TfL project scenario

	<b>Course Title</b>	<b>Target Audience</b>	<b>Learning Outcomes/ Key Topics</b>	<b>Mode of Delivery</b>
			gateway approval process; <ul style="list-style-type: none"> <li>Identified areas for improvement within their mode and their contribution to that improvement</li> </ul>	
2.7	Managing Successful Programmes (MSP) Foundation	Practising programme managers, programme directors, P3O, change managers	As specified by AXELOS	A three day classroom event with pre-course reading and learning. Delegates sit the exam at the end of the third day.
2.8	Managing Successful Programmes (MSP) Practitioner	Practising programme managers, programme directors, P3O, change managers who have successfully completed MSP Foundation	As specified by AXELOS	A two day classroom event with pre-course reading and learning. Delegates sit the exam at the end of the second day.

### 3. Advanced - IPMA Levels: B-A

	<b>Course Title</b>	<b>Target Audience</b>	<b>Learning Outcomes/ Key Topics</b>	<b>Mode of Delivery</b>
3.1	Advanced Project Management	Senior project managers at a senior level in TfL, likely to be Band 4-5 in TfL or BM/GMs and Directors in LU	<ul style="list-style-type: none"> <li>Commit to their role in making a step change in TfL project management performance and maturity</li> <li>Assess the PPM maturity within their project community and plan and implement actions required to raise that project community to the next level of maturity</li> <li>Explain the applicability of project or operations management to different elements of their project(s)</li> <li>Critically evaluate their approach to project management against world class examples</li> </ul>	A two day bespoke classroom event based on a realistic TfL project scenario, preceded by telephone pre-briefing and a follow up review session

	<b>Course Title</b>	<b>Target Audience</b>	<b>Learning Outcomes/ Key Topics</b>	<b>Mode of Delivery</b>
			<p>such as Heathrow Terminal 5 and best practice within TfL and plan and implement actions to move their project(s) towards these world class examples</p> <ul style="list-style-type: none"> <li>• Identify and implement actions that can improve the speed and effectiveness of project delivery within TfL, within current organisational constraints</li> <li>• Prepare and implement an integrated action plan to raise the overall performance of their project(s)</li> </ul>	
3.2	Possible NEW IPMA Level C Course	Project and programme managers at IPMA Level C	<ul style="list-style-type: none"> <li>• In discussion – if approved, will be ready by the time the PYRAMID element of the contract comes into operation.</li> </ul>	In discussion



### Non-PYRAMID-related courses

Note: the courses highlighted in yellow in the following table are those TfL-owned courses where Suppliers will be required to familiarise themselves with existing course content prior to delivery and may in future be required to provide additional design/development services. All other non-PYRAMID courses will normally be delivered as type a) or b) courses using the Supplier's standard training offerings

	Course Title	Target Audience	Learning Outcomes/ Key Topics	Mode of Delivery
1	Pathway PMPP	All TfL employees with involvement in project activities.	This session recaps on some of the Pathway briefing material, and then provides a more in-depth look at the application of TfL Pathway with professional judgement and appropriate behaviours for successful delivery of work. It does not cover use of the Pathway Product Management Plan (PPMP) tool, or how to use the products	Half-day bespoke in-house workshop
2	Sponsorship	Staff with a sponsorship role on a TfL project or programme	In development	In development – current plans are to run this as a 2-day bespoke event but this may be subject to change

### Appendix 3 – Schedule of PYRAMID courses for 2014-15<sup>9</sup>

The successful Supplier shall deliver courses in line with the schedule below for the period September 2014 – March 2015.

	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	Period 13
Course Title	17- Aug-14 to 13-Sep- 14	14-Sep- 14 to 11-Oct- 14	12- Oct- 14 to 08- Nov- 14	09- Nov-14 to 06- Dec-14	07- Dec-14 to 03- Jan-15	04- Jan-15 to 31- Jan-15	01- Feb-15 to 28- Feb-15	01- Mar- 15 to 31- Mar- 15
<b>APM IC - exam only</b>			24-Oct				6 Feb	
<b>APMP - blended</b>	Part 1: 8-9 Sep	Part 2: 22- 23 Sep Exam: 3 Oct		Part 1: 10- 11 Nov Part 1: 17- 18 Nov Part 2: 24- 25 Nov Part 2: 1-2 Dec Exam: 05 Dec	Exam: 10 Dec	12-13 Jan	Part 1: 2-3 Feb Part 2: 16- 17 Feb Exam: 27 Feb	Part 1: 2-3 Mar Part 2: 16- 17 Mar Exam: 27 Mar
<b>Practical Planning for PMs</b>				12-13 Nov				
<b>Benefits Realisation Awareness</b>		8 Oct				16 Jan		
<b>Management of Risk Foundation</b>			3-5 Nov					
<b>Management of Risk Practitioner</b>					11-12 Dec			
<b>Management of Value Foundation</b>							18-20 Feb	
<b>Management of Value Practitioner</b>								4-5 Mar
<b>Managing Successful</b>						19-21 Jan		

<sup>9</sup> Schedule current at the time of publication of the ITT but may be subject to change

<b>Programmes Foundation</b>								
<b>Managing Successful Programmes Practitioner</b>							24-25 Feb	
<b>Advanced Project Management</b>	Review day 5 Sep <sup>10</sup>			Pre-brief phone calls: 21 Nov	2-day course: 3-4 Dec		Review day 4 Feb	
<b>New Level C course - 2 day course (<i>awaiting design proposal from current supplier</i>)</b>		9-10 Oct				14-15 Jan		
<b>P3O (Portfolio, Programme and Project Office) Foundation</b>	2-4 Sep							

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<sup>10</sup> This review day is to be delivered by the current incumbent supplier, who will have delivered the preceding 2- day course.

#### **Appendix 4: Draft Service Level Agreement**

Note: this document draws together performance-related information contained within this Specification document and is presented as a draft. At its sole discretion TfL reserves the right to add to or vary the terms of this SLA statement as it considers reasonable.

Outcome	Measure	Target (KPI)	How Measured/ Reported	Reporting Frequency	Sign off Criteria (if relevant)
<b>The Supplier responds promptly to requests for orders</b>	Response time for Supplier to acknowledge receipt of a non-urgent order for services	Within one working day	Emails received by TfL	Ad hoc	
	Response time for Supplier to confirm proposed trainers to fulfil a non-urgent order for services	Within two working days	Emails received by TfL	Ad hoc	Customer to formally sign off acceptability of proposed resources
	Response time for Supplier to confirm proposed trainers to fulfil an urgent order for services	Within three hours	Emails received by TfL	Ad hoc	Customer to formally sign off acceptability of proposed resources

Outcome	Measure	Target (KPI)	How Measured/ Reported	Reporting Frequency	Sign off Criteria (if relevant)
<b>The Supplier handles customer complaints promptly &amp; effectively</b>	Response time to acknowledge receipt of complaint	Within one working day	Emails received by TfL	Ad hoc	
	Elapsed time between complaint being raised and receipt of Supplier investigation report with actual/ proposed resolution	Within five working days	Emails received by TfL	Ad hoc	Customer to formally sign off acceptability of actual/proposed resolution
<b>The Supplier works effectively in partnership with TfL L&amp;D</b>	Number of times TfL receive notification that the Supplier has promoted their own organisation during type d) training	Zero	Emails received by L&D	Ad hoc	
	Number of times TfL receive notification that Supplier has included their own logo on materials relating to TfL-owned courses	Zero	Emails received by L&D	Ad hoc	

Outcome	Measure	Target (KPI)	How Measured/ Reported	Reporting Frequency	Sign off Criteria (if relevant)
	Number of times Supplier uses Course Materials for type c) and d) courses that have not previously been signed off by TfL L&D	Zero	Emails received by L&D	Ad hoc	
<b>There are no delays in scheduled course start time caused by Trainer unavailability</b>	Elapsed time between trainer arrival time and scheduled course start time for type c) and d) courses	At least 30 minutes	Combination of self-reporting and TfL mystery shopper checking	Ad hoc	
<b>The Supplier is fully complying with TfL policies and procedures for type c) and d) training</b>	Instances of non-compliance	Zero	Complaints received by L&D	Ad hoc	

Outcome	Measure	Target (KPI)	How Measured/ Reported	Reporting Frequency	Sign off Criteria (if relevant)
<b>The Supplier is fully complying with TfL design standards and templates for type c) and d) training</b>	Instances of non-compliance	Zero	Complaints received by L&D	Ad hoc	All materials to be signed off by L&D prior to first use
<b>The Supplier provides high quality staff to develop/ deliver TfL training</b>	Number of “very good <sup>11</sup> ” or better scores received from course delegates for trainer quality	At least 90%	Course feedback forms	Ad hoc	
	Number of “very good” or better scores received from TfL ‘mystery shopper’ staff for trainer quality	At least 90%	TfL ‘Mystery Shopper’ feedback reports	Ad hoc	

<sup>11</sup> Exact scoring threshold to depend on the measurement scale used by Suppliers and TfL

Outcome	Measure	Target (KPI)	How Measured/ Reported	Reporting Frequency	Sign off Criteria (if relevant)
	Timely meeting of agreed course design/development milestones	100%	Supplier reports on delivery against agreed course design plans	Ad hoc	
	Trainer qualifications and experience	100%	Trainer CVs	Ad hoc	
<b>The Supplier reports delegate absence promptly</b>	Elapsed time between course start and receipt of verbal “no shows” report	2 hours or less	TfL L&D absence reporting log	Ad hoc	
	Elapsed time between course finish time and receipt of completed course register	1 hour or less	TfL L&D absence reporting log	Ad hoc	



Outcome	Measure	Target (KPI)	How Measured/ Reported	Reporting Frequency	Sign off Criteria (if relevant)
<b>The Supplier notifies TfL promptly of proposed changes to their pool of training resources</b>	Elapsed time between TfL receiving notification of a new trainer and the new trainer delivering their first scheduled course	At least four weeks		Ad hoc	
<b>The Supplier complies fully with TfL requirements for upskilling</b>	Attendance by Supplier personnel at TfL briefing meetings	100%		Ad hoc	
<b>The Supplier submits invoices promptly</b>	Elapsed time between course finish and receipt of relevant invoice	Four weeks or fewer		Ad hoc	
<b>The Supplier does not cancel courses at short notice</b>	Number of times courses are cancelled with 2 or fewer working days before the first scheduled course delivery date	Zero		Ad hoc	

Outcome	Measure	Target (KPI)	How Measured/ Reported	Reporting Frequency	Sign off Criteria (if relevant)
<b>The Supplier complies fully with TfL contract management requirements</b>	Attendance by Supplier personnel at scheduled contract review meetings	100%		Quarterly (monthly in the first three months of the contract)	
	Elapsed time between reporting period end date and receipt of Supplier's contract report on KPI achievement, feedback, usage and spend	Five working days or fewer		Quarterly (monthly in the first three months of the contract)	
	Elapsed time between reporting period end date and subsequent contract review meeting	Ten working days or fewer		Quarterly (monthly in the first three months of the contract)	

**SCHEDULE 4 – RATES (REDACTED)**

| **SCHEDULE 4 – RATES (REDACTED)**

**SCHEDULE 4 – RATES (REDACTED)**

## **SCHEDULE 5**

### **SCHEDULE 5A - REQUEST FORM (IDENTIFIED SERVICE PROVIDER)**

**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

Draft Call-Off Contract

## Attachment 1

[To be completed by the Authority]

### 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.

## **Attachment 2**

### **Proposal**

*[To be completed by the Service Provider]*

#### **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**

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

### **Attachment 1**

[To be completed by the Authority]

#### **7. 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.]*

## **8. 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]*

## **9. Timetable**

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

## **10. The Authority account details**

Relevant account code and cost centre:

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

Name:  
Address:  
Phone:  
Fax:  
Email:

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

*[Delete as appropriate]*

- e) Employer's liability insurance to be increased to £[X] million per incident;
- f) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- g) 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
- h) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

## **Attachment 2**

### **Proposal**

*[To be completed by the Service Provider]*

#### **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

#### Special Conditions for Call-Off

##### CA1 DATA PROTECTION

<b>“Authority Personal Data”</b>	Personal Data Processed by the Service Provider on behalf of the Authority;
<b>“Data Subject”</b>	has the meaning given to it by section 1(1) of the DPA;
<b>“DPA”</b>	the Data Protection Act 1998;
<b>“Personal Data”</b>	has the meaning given to it by section 1(1) of the DPA;
<b>“Processing”</b>	has the meaning given to it by section 1(1) of the DPA and <b>“Process”</b> and <b>“Processed”</b> will be construed accordingly;
<b>“Sensitive Personal Data”</b>	has the meaning given to it by section 2 of the DPA;

CA1.1 Without prejudice to the generality of Clause 24 of the Agreement, the Service Provider shall:

- CA1.1.1 take appropriate technical and organisational security measures, that are satisfactory to the Authority, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Personal Data;
- CA1.1.2 provide the Authority with such information as it may from time to time require to satisfy itself of compliance by the Service Provider with Clause CA1.1.1;
- CA1.1.3 co-operate with the Authority in complying with any subject access request made by any Data Subject pursuant to the DPA and/or responding to any enquiry made or investigation or assessment of Processing initiated by the Information Commissioner in respect of any Authority Personal Data;
- CA1.1.4 when notified by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;

- CA1.1.5 take reasonable steps to ensure the reliability of personnel having access to Authority Personal Data and to ensure that such personnel are fully aware of the measures to be taken and the Service Provider's obligations under this Clause A1 when Processing Authority Personal Data; and
- CA1.1.6 not Process any Authority Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without the Authority's prior written consent.
- CA1.2 When the Service Provider receives a written request from the Authority for information about, or a copy of, Authority Personal Data, the Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 10 Business Days from the date of the request.
- CA1.3 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-Contractor or third party unless there is a written contract in place with the Authority which requires the sub-Contractor or third party to:
- CA1.3.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
- CA1.3.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause CA1.
- CA1.4 Details of the Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:
- 1. Data Subjects**

The Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subjects:

*[e.g. staff data or data about customers]*
  - 2. Categories of Data**

The Personal Data to be Processed concerns the following categories of data:

*[e.g. names; addresses; telephone numbers; photographs]*
  - 3. Purposes of the Processing**

The Personal Data is to be Processed for the following purposes:

*[set out purposes]*

**4. Manner of Processing**

The Personal Data is to be Processed in the following manner:

*[set out manner of processing]*

**5. Sensitive Personal Data**

The Personal Data concerns the following categories of Sensitive Personal Data (if any):

*[e.g. information about the data subject's racial or ethnic origin, political opinions, religious beliefs. Refer to section 2 of the DPA for other categories of Sensitive Personal Data]*

**6. Recipients**

The Personal Data may only be disclosed to the following recipients or categories of recipients within the Service Provider's organisation:

*[set out permitted recipients]*

**7. Onward Transfers**

The Personal Data may only be shared with the following recipients or categories of recipients outside the Service Provider's organisation:

*[set out permitted recipients]*

**CA7 FURTHER INTELLECTUAL PROPERTY REQUIREMENTS**

CA7.1 The Service Provider shall procure that all the Service Provider's Personnel performing the Services (or part of them) contract with the Service Provider that any Intellectual Property Rights arising out of or relating to work done by those persons pursuant to a Call-Off Contract shall be assigned with full title guarantee to the Authority and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.

CA7.2 If, and to the extent that, the Products consist of or include copyright work authored by the Service Provider or any other person, being work not prepared or developed for the purposes of the Call-Off Contract, then, notwithstanding Clause 23.1, title to the copyright in such work shall not vest in the Authority.

CA7.3 The Service Provider grants or undertakes to procure the grant to the Authority free of charge of a perpetual, irrevocable, transferable, world-wide



and royalty-free licence to reproduce and use any work of the type referred to in Clause CA7.2 and every part of it for the purposes of delivering and further developing the Services' .

CA7.4 As between the Authority and the Service Provider Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.

CA7.5 The Authority grants to the Service Provider a non-exclusive, non-transferable, revocable licence to use all the Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of its the Service Provider's Personnel to provide the Services. Any such licence is granted for the Call-Off Term solely to enable the Service Provider to comply with its obligations under the Call-Off Contract.

## **CA8 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

CA8.1 The Service Provider shall:

CA8.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

CA8.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.

CA8.2 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause CA8.1.1 and the Service Provider shall:

CA8.2.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;

CA8.2.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and

CA8.2.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.

CA8.3 If a claim or demand is made or action brought to which Clause CA8.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause CA7.1) so as to avoid the infringement or the alleged infringement, provided that the terms of the Call-Off Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

## **CA9 CANCELLATION (OF COURSE)**

CA9.1 If notice of cancellation is sent by the Authority to the Service Provider:

- a) On the date the Services are to be provided the Authority shall pay the Service Provider the full Charges;
- b) Between one (1) and five (5) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 100% of the Charges;
- c) Between ten (10) and six (6) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 75% of the Charges;
- d) Between fifteen (15) and eleven (11) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 50% of the Charges;
- e) More than fifteen (15) Business Days before the date that the Services are to be provided the Charges shall not be payable by the Authority to the Service Provider.

CA9.2 The Service Provider shall provide the Authority with as much advance notice as is reasonably possible where a scheduled course is to be cancelled by the Service Provider. If notice of cancellation is sent by the Service Provider to the Authority:

- a) Less than fifteen (15) Business Days before the date that the Services are to be provided any Charges due shall not be payable by the Authority; and the Service Provider shall reimburse the Authority the costs of any additional expense the Authority may reasonably incur in dealing with the cancellation of the provision of the Services. These can include but not be limited to training materials, venue bookings and examination fees.

- b) Two (2) or fewer Business Days before the date that the Services are to be provided the provisions of clause CA9.2 a) shall also apply and in respect of TfL-Owned Courses only and where required to do so by the Authority the Service Provider shall additionally agree to re-deliver the same course at a mutually agreed date at zero cost to the Authority.

**Call-Off Contract Number:**

**BETWEEN:**

- RECITALS:**

- THE PARTIES AGREE THAT:**

- 1.1 The terms and conditions of this Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in this Agreement shall, except where the context requires otherwise, have the meanings given in this Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2.1 The Services to be performed 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 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 this 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 this 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 this 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 this 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 this Agreement. The Service Provider shall submit invoices in accordance with this Agreement and the Charges shall be paid in accordance with this 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**

[To be completed by the Authority]

### **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. Liquidated Damages**

Amount of liquidated damages per day (if any):

### **4. Expenses**

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

### **5. Authority Account Details**

Relevant account code and cost centre:

### **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

## **Attachment 2**

[To be completed by the Service Provider]

### **1. Charges**

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

### **2. Key Personnel**

The Service Provider's Key Personnel (include grades and areas of responsibility):

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

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

### **4. Proposed completion date**

**[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]**



## Special Conditions for Call-Off

### Attachment 1

[To be completed by the Authority]

#### 13. 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.]*

#### **14. 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]*

#### **15. Timetable**

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

Call-Off Term:

#### **16. The Authority account details**

Relevant account code and cost centre:

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

Name:

Address:

Phone:

Fax:

Email:

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

*[Delete as appropriate]*

- i) Employer's liability insurance to be increased to £[X] million per incident;
- j) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- k) 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
- l) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

## **Attachment 2**

### **Proposal**

*[To be completed by the Service Provider]*

#### **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

#### Special Conditions for Call-Off

##### CA1 DATA PROTECTION

<b>“Authority Personal Data”</b>	Personal Data Processed by the Service Provider on behalf of the Authority;
<b>“Data Subject”</b>	has the meaning given to it by section 1(1) of the DPA;
<b>“DPA”</b>	the Data Protection Act 1998;
<b>“Personal Data”</b>	has the meaning given to it by section 1(1) of the DPA;
<b>“Processing”</b>	has the meaning given to it by section 1(1) of the DPA and <b>“Process”</b> and <b>“Processed”</b> will be construed accordingly;
<b>“Sensitive Personal Data”</b>	has the meaning given to it by section 2 of the DPA;

CA1.1 Without prejudice to the generality of Clause 24 of the Agreement, the Service Provider shall:

- CA1.1.1 take appropriate technical and organisational security measures, that are satisfactory to the Authority, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Personal Data;
- CA1.1.2 provide the Authority with such information as it may from time to time require to satisfy itself of compliance by the Service Provider with Clause CA1.1.1;
- CA1.1.3 co-operate with the Authority in complying with any subject access request made by any Data Subject pursuant to the DPA and/or responding to any enquiry made or investigation or assessment of Processing initiated by the Information Commissioner in respect of any Authority Personal Data;
- CA1.1.4 when notified by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;

- CA1.1.5 take reasonable steps to ensure the reliability of personnel having access to Authority Personal Data and to ensure that such personnel are fully aware of the measures to be taken and the Service Provider's obligations under this Clause A1 when Processing Authority Personal Data; and
- CA1.1.6 not Process any Authority Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without the Authority's prior written consent.
- CA1.2 When the Service Provider receives a written request from the Authority for information about, or a copy of, Authority Personal Data, the Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 10 Business Days from the date of the request.
- CA1.3 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-Contractor or third party unless there is a written contract in place with the Authority which requires the sub-Contractor or third party to:
- CA1.3.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
- CA1.3.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause CA1.
- CA1.4 Details of the Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:
1. **Data Subjects**  
  
The Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subjects:  
  
*[e.g. staff data or data about customers]*
  2. **Categories of Data**  
  
The Personal Data to be Processed concerns the following categories of data:  
  
*[e.g. names; addresses; telephone numbers; photographs]*
  3. **Purposes of the Processing**  
  
The Personal Data is to be Processed for the following purposes:  
  
*[set out purposes]*

**4. Manner of Processing**

The Personal Data is to be Processed in the following manner:

*[set out manner of processing]*

**5. Sensitive Personal Data**

The Personal Data concerns the following categories of Sensitive Personal Data (if any):

*[e.g. information about the data subject's racial or ethnic origin, political opinions, religious beliefs. Refer to section 2 of the DPA for other categories of Sensitive Personal Data]*

**6. Recipients**

The Personal Data may only be disclosed to the following recipients or categories of recipients within the Service Provider's organisation:

*[set out permitted recipients]*

**7. Onward Transfers**

The Personal Data may only be shared with the following recipients or categories of recipients outside the Service Provider's organisation:

*[set out permitted recipients]*

**CA7 FURTHER INTELLECTUAL PROPERTY REQUIREMENTS**

CA7.1 The Service Provider shall procure that all the Service Provider's Personnel performing the Services (or part of them) contract with the Service Provider that any Intellectual Property Rights arising out of or relating to work done by those persons pursuant to a Call-Off Contract shall be assigned with full title guarantee to the Authority and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.

CA7.2 If, and to the extent that, the Products consist of or include copyright work authored by the Service Provider or any other person, being work not prepared or developed for the purposes of the Call-Off Contract, then, notwithstanding Clause 23.1, title to the copyright in such work shall not vest in the Authority.

CA7.3 The Service Provider grants or undertakes to procure the grant to the Authority free of charge of a perpetual, irrevocable, transferable, world-wide

and royalty-free licence to reproduce and use any work of the type referred to in Clause CA7.2 and every part of it for the purposes of delivering and further developing the Services'

CA7.4 As between the Authority and the Service Provider Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.

CA7.5 The Authority grants to the Service Provider a non-exclusive, non-transferable, revocable licence to use all the Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of its the Service Provider's Personnel to provide the Services. Any such licence is granted for the Call-Off Term solely to enable the Service Provider to comply with its obligations under the Call-Off Contract.

## **CA8 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

CA8.1 The Service Provider shall:

CA8.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

CA8.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.

CA8.2 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause CA8.1.1 and the Service Provider shall:

CA8.2.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;

CA8.2.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and

CA8.2.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.

CA8.3 If a claim or demand is made or action brought to which Clause CA8.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause CA7.1) so as to avoid the infringement or the alleged infringement, provided that the terms of the Call-Off Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

## CA9 CANCELLATION (OF COURSE)

CA9.1 If notice of cancellation is sent by the Authority to the Service Provider:

- a) On the date the Services are to be provided the Authority shall pay the Service Provider the full Charges;
- b) Between one (1) and five (5) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 100% of the Charges;
- c) Between ten (10) and six (6) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 75% of the Charges;
- d) Between fifteen (15) and eleven (11) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 50% of the Charges;
- e) More than fifteen (15) Business Days before the date that the Services are to be provided the Charges shall not be payable by the Authority to the Service Provider.

**Comment [SP1]:** QA standard cancellation terms were acceptable for previous contracts.

CA9.2 The Service Provider shall provide the Authority with as much advance notice as is reasonably possible where a scheduled course is to be cancelled by the Service Provider. If notice of cancellation is sent by the Service Provider to the Authority:

- c) Less than fourteen (14) Business Days before the date that the Services are to be provided any Charges due shall not be payable by the Authority; and the Service Provider shall reimburse the Authority the costs of any additional expense the Authority may reasonably incur in dealing with the cancellation of the provision of the Services.
- d) Two (2) or fewer Business Days before the date that the Services are to be provided the provisions of clause CA9.2 a) shall also apply and in



respect of TfL-Owned Courses only and where required to do so by the Authority the Service Provider shall additionally agree to re-deliver the same course at a mutually agreed date at zero cost to the Authority.

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

#### **Attachment 1**

[To be completed by the Authority]

#### **19. 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.]*

## **20. 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]*

## **21. Timetable**

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

## **22. The Authority account details**

Relevant account code and cost centre:

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

Name:  
Address:  
Phone:  
Fax:  
Email:

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

*[Delete as appropriate]*

- m) Employer's liability insurance to be increased to £[X] million per incident;
- n) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- o) 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
- p) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.



## **Attachment 2**

### **Proposal**

*[To be completed by the Service Provider]*

#### **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

#### Special Conditions for Call-Off

##### CA1 DATA PROTECTION

<b>“Authority Personal Data”</b>	Personal Data Processed by the Service Provider on behalf of the Authority;
<b>“Data Subject”</b>	has the meaning given to it by section 1(1) of the DPA;
<b>“DPA”</b>	the Data Protection Act 1998;
<b>“Personal Data”</b>	has the meaning given to it by section 1(1) of the DPA;
<b>“Processing”</b>	has the meaning given to it by section 1(1) of the DPA and <b>“Process”</b> and <b>“Processed”</b> will be construed accordingly;
<b>“Sensitive Personal Data”</b>	has the meaning given to it by section 2 of the DPA;

CA1.1 Without prejudice to the generality of Clause 24 of the Agreement, the Service Provider shall:

- CA1.1.1 take appropriate technical and organisational security measures, that are satisfactory to the Authority, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Personal Data;
- CA1.1.2 provide the Authority with such information as it may from time to time require to satisfy itself of compliance by the Service Provider with Clause CA1.1.1;
- CA1.1.3 co-operate with the Authority in complying with any subject access request made by any Data Subject pursuant to the DPA and/or responding to any enquiry made or investigation or assessment of Processing initiated by the Information Commissioner in respect of any Authority Personal Data;
- CA1.1.4 when notified by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;

- CA1.1.5 take reasonable steps to ensure the reliability of personnel having access to Authority Personal Data and to ensure that such personnel are fully aware of the measures to be taken and the Service Provider's obligations under this Clause A1 when Processing Authority Personal Data; and
- CA1.1.6 not Process any Authority Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without the Authority's prior written consent.
- CA1.2 When the Service Provider receives a written request from the Authority for information about, or a copy of, Authority Personal Data, the Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 10 Business Days from the date of the request.
- CA1.3 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-Contractor or third party unless there is a written contract in place with the Authority which requires the sub-Contractor or third party to:
- CA1.3.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
- CA1.3.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause CA1.
- CA1.4 Details of the Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:
1. **Data Subjects**  
  
The Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subjects:  
  
*[e.g. staff data or data about customers]*
  2. **Categories of Data**  
  
The Personal Data to be Processed concerns the following categories of data:  
  
*[e.g. names; addresses; telephone numbers; photographs]*
  3. **Purposes of the Processing**  
  
The Personal Data is to be Processed for the following purposes:  
  
*[set out purposes]*

**4. Manner of Processing**

The Personal Data is to be Processed in the following manner:

*[set out manner of processing]*

**5. Sensitive Personal Data**

The Personal Data concerns the following categories of Sensitive Personal Data (if any):

*[e.g. information about the data subject's racial or ethnic origin, political opinions, religious beliefs. Refer to section 2 of the DPA for other categories of Sensitive Personal Data]*

**6. Recipients**

The Personal Data may only be disclosed to the following recipients or categories of recipients within the Service Provider's organisation:

*[set out permitted recipients]*

**7. Onward Transfers**

The Personal Data may only be shared with the following recipients or categories of recipients outside the Service Provider's organisation:

*[set out permitted recipients]*

**CA7 FURTHER INTELLECTUAL PROPERTY REQUIREMENTS**

CA7.1 The Service Provider shall procure that all the Service Provider's Personnel performing the Services (or part of them) contract with the Service Provider that any Intellectual Property Rights arising out of or relating to work done by those persons pursuant to a Call-Off Contract shall be assigned with full title guarantee to the Authority and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.

CA7.2 If, and to the extent that, the Products consist of or include copyright work authored by the Service Provider or any other person, being work not prepared or developed for the purposes of the Call-Off Contract, then, notwithstanding Clause 23.1, title to the copyright in such work shall not vest in the Authority.

CA7.3 The Service Provider grants or undertakes to procure the grant to the Authority free of charge of a perpetual, irrevocable, transferable, world-wide

and royalty-free licence to reproduce and use any work of the type referred to in Clause CA7.2 and every part of it in any manner.

CA7.4 As between the Authority and the Service Provider Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.

CA7.5 The Authority grants to the Service Provider a non-exclusive, non-transferable, revocable licence to use all the Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of its the Service Provider's Personnel to provide the Services. Any such licence is granted for the Call-Off Term solely to enable the Service Provider to comply with its obligations under the Call-Off Contract.

## **CA8 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

CA8.1 The Service Provider shall:

CA8.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

CA8.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.

CA8.2 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause CA8.1.1 and the Service Provider shall:

CA8.2.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;

CA8.2.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and



CA8.2.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.

CA8.3 If a claim or demand is made or action brought to which Clause CA8.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause CA7.1) so as to avoid the infringement or the alleged infringement, provided that the terms of the Call-Off Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

## **CA9 CANCELLATION (OF COURSE)**

CA9.1 If notice of cancellation is sent by the Authority to the Service Provider:

- a) On the date the Services are to be provided the Authority shall pay the Service Provider the full Charges;
- b) Between one (1) and five (5) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 100% of the Charges;
- c) Between ten (10) and six (6) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 75% of the Charges;
- d) Between fifteen (15) and eleven (11) Business Days before the date that the Services are to be provided the Authority shall be liable to the Service Provider for 50% of the Charges;
- e) More than fifteen (15) Business Days before the date that the Services are to be provided the Charges shall not be payable by the Authority to the Service Provider.

CA9.2 The Service Provider shall provide the Authority with as much advance notice as is reasonably possible where a scheduled course is to be cancelled by the Service Provider. If notice of cancellation is sent by the Service Provider to the Authority:

- e) Less than fourteen (14) Business Days before the date that the Services are to be provided any Charges due shall not be payable by the Authority; and the Service Provider shall reimburse the Authority the costs of any additional expense the Authority may reasonably incur in dealing with the cancellation of the provision of the Services.
- f) Two (2) or fewer Business Days before the date that the Services are to be provided the provisions of clause CA9.2 a) shall also apply and in

respect of TfL-Owned Courses only and where required to do so by the Authority the Service Provider shall additionally agree to re-deliver the same course at a mutually agreed date at zero cost to the Authority.

## **SCHEDULE 7 - FORM FOR VARIATION**

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

### **AUTHORITY FOR VARIATION TO AGREEMENT (AVC)**

Pursuant to Clause 32 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Call-Off Coordinator as an acceptance by the Service Provider of the variation shown below.

<b>DETAILS OF VARIATION</b>	<b>AMOUNT (£)</b>
<b>ALLOWANCE TO THE AUTHORITY</b>	
<b>EXTRA COST TO THE AUTHORITY</b>	
<b>TOTAL</b>	

.....  
For the Authority

<b>ACCEPTANCE BY THE SERVICE PROVIDER</b>	
<b>Date</b>	<b>Signed</b>

## **SCHEDULE 8 - AUTHORITY POLICIES AND STANDARDS**