

**Schedule 2: Call-Off Terms**

Date	16-02-16	Order Reference	ICT12155
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**FROM:**

Customer	Transport for London	"Customer"
Customer's Address	Windsor House, 42-50 Victoria Street, London, SW1H 0TL	
Invoice Address	TfL Corporate, Accounts Payable, 1st Floor, PO Box 45276, 14 Pier Walk, London, SE10 1A	
Principal Contact	Name:	Sanjeet Manku
	Address:	3rd Floor, Petty France, Room 391/392, 55 Broadway, London SW1H 0DB
	Phone:	[REDACTED]
	e-mail:	[REDACTED]

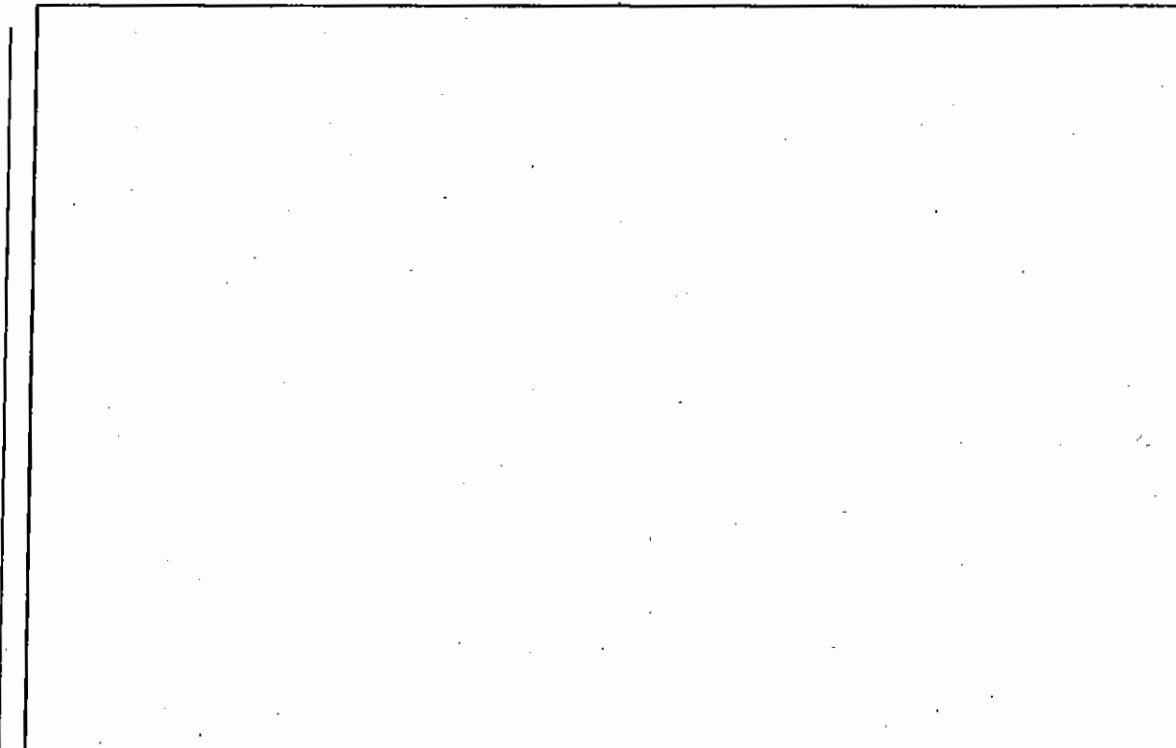
**TO:**

Supplier	Amazon Web Services, Inc.	"Supplier"
Supplier's Address	410 Terry Avenue North, USA, Seattle, WA 98109-5210	
Account Manager	Name:	[REDACTED]
	Address:	[REDACTED]
	Phone:	[REDACTED]
	e-mail:	[REDACTED]

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1. TERM	
1.1	<b>Commencement Date</b>
This Call-Off Agreement commences on: 01/12/15	
1.2	<b>Expiry Date</b>
This Call-Off Agreement shall expire on:	
1.2.1	30/11/17; or
1.2.2	the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.
1.3	<b>Services Requirements</b>
1.3.1 This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.	
- It is acknowledged that the Supplier is unable to and has no responsibility in terms of limiting the Customer to a maximum quantity or value of Services purchased under this Call-Off.	
- Only AWS Services with a Digital Marketplace ID are covered by the terms of this Call-Off and the Framework Agreement. AWS Services purchased outside of this Call-Off that do not have a Digital Marketplace ID, are governed exclusively by the AWS Customer Agreement ( <a href="http://aws.amazon.com/agreement/">http://aws.amazon.com/agreement/</a> ).	
1.3.2	G-Cloud Services
1.3.2.1	Lot1 IaaS
Service ID 5486126663991296	
<a href="https://www.digitalmarketplace.service.gov.uk/g-cloud/services/5486126663991296">https://www.digitalmarketplace.service.gov.uk/g-cloud/services/5486126663991296</a>	
<a href="https://assets.digitalmarketplace.service.gov.uk/documents/93253/5486126663991296-service-definition-document.pdf">https://assets.digitalmarketplace.service.gov.uk/documents/93253/5486126663991296-service-definition-document.pdf</a>	



1.3.2.2 Lot 2 PaaS **NOT AVAILABLE**

1.3.2.3 Lot 3 SaaS **NOT AVAILABLE**

1.3.2.4 Lot 4 Specialist G-Cloud Services **NOT AVAILABLE**

1.3.2.5 G-Cloud Additional Services **NOT AVAILABLE**

## **2. PRINCIPAL LOCATIONS**

### **2.1 Principal locations where the services are being performed**

Dublin, Frankfurt, London.

Customer acknowledges that Supplier does restrict the movement of data by the Customer, and that Customer is responsible for selecting the appropriate region upon account setup.

## **3. STANDARDS**

### **3.1 Quality Standards**

Not Applicable

### **3.2 Technical Standards**

Not Applicable

## **4. ONBOARDING**

### **4.1 On-boarding**

The Call-Off order will be tracked by an AWS Account Manager. The AWS Account Manager will be informed of the Call-Off Number, Customer Name & Address, Purchase Order (PO) #, and AWS Account ID when the AWS account is opened by the Customer. A PO will not be deemed "accepted" until the Customer receives confirmation from the AWS Account Manager that AWS has all necessary information to complete the account setup.

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<b>5. CUSTOMER RESPONSIBILITIES</b>
<b>5.1 Customer's Responsibilities</b> Any AWS accounts that are subject to the terms of this Call-Off must be reported to the AWS G-Cloud email alias (aws-gcloud@amazon.com).
<b>5.2 Customer's equipment</b> None

<b>6. PAYMENT</b>
<b>6.1 Payment profile and method of payment</b> Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS). - Payment to be made following the receipt of invoice from the Supplier. - Payment will be made in US Dollars (\$).  <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Indicate preferred payment profile by selecting one from: <b>6.1.1 Monthly in arrears</b>  <b>6.2 Invoice format</b> The Supplier shall issue electronic invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above, and the provisions of this Call-Off Agreement.

<b>7. DISPUTE RESOLUTION</b>
<b>7.1 Level of Representative to whom disputes should be escalated to:</b> <div style="border: 1px solid black; padding: 5px;">For TfL - Lead Commercial Manager or delegate.</div>
<b>7.2 Mediation Provider</b> Centre for Effective Dispute Resolution.

<b>8. LIABILITY</b>
Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement: <div style="border: 1px solid black; height: 150px; width: 100%; background-color: black;"></div>

**9. INSURANCE****9.1 Minimum Insurance Period**

Six (6) years following the expiration or earlier termination of this Call-Off Agreement.

**9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:**

- **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

**10. TERMINATION****10.1 Undisputed Sums Time Period**

At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.

**10.2 Termination Without Cause**

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

**11. AUDIT AND ACCESS**

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

**12. PERFORMANCE OF THE SERVICES AND DELIVERABLES****12.1 Implementation Plan and Milestones (including dates for completion)**

**Not Applicable**

**13. COLLABORATION AGREEMENT**


In accordance with Clause CO-20 of this Call-off Agreement, the Customer **does not require** the Supplier to enter into a Collaboration Agreement.

**14. Alternative Clauses (select from Schedule 10. Alternative Clauses)**

Not Used


BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

For and on behalf of the Supplier:

Name and Title	
Position	
Signature	
Date	

3-11-16

For and on behalf of the Customer:

Name and Title	MR ANDREW GRAY
Position	LEAD COMMERCIAL MANAGER
Signature	
Date	17/02/16

