



Navy Command

**Information Superiority Staff
3rd Floor Leach Building (MP 3-4)
Whale Island
PORTSMOUTH
PO2 8BY**

Ref : RM1557/NCHQ/Evolve-MCSU DIS
Support Services

CALL-OFF ORDER MADE AGAINST CROWN COMMERCIAL SERVICES (formerly Government Procurement Service) G-CLOUD 7 FRAMEWORK - RM1557vii CALL-OFF TERMS AND CONDITIONS - ICT DELIVERY AND ADVICE

G-CLOUD SERVICES CALL-OFF ORDER

Date	30/09/2016	Order Reference	FLEET/00555
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FROM:

Customer	Navy Command
Customer's Address	Navy Command IS Staff, Leach Building, Whale Island, PORTSMOUTH PO2 8BY
Invoice Address	Navy Command IS Staff, MP3.4, Leach Building, Whale Island, PORTSMOUTH PO2 8BY
Principal Contact	Name: [REDACTED] Address: DIS, MCSU, Navy Command HQ (Portsmouth), QinetiQ Portsmouth Technology Park, Southwick Road, Cosham, PORTSMOUTH, PO6 3RU Phone: [REDACTED] e-mail: [REDACTED]

TO:

Supplier	Evolve Secure Solutions Limited (Evolve)
Supplier's Address	A1/1001 Cody Technology Park, Farnborough, GU14 0LX
Account Manager	Name: [REDACTED] Address: A1/1001 Cody Technology Park, Farnborough, GU14 0LX Tel: [REDACTED] e-mail: [REDACTED]

1. TERM
1.1 Commencement Date This Call-Off Agreement commences on: 01/10/2016
1.2 Expiry Date This Call-Off Agreement shall expire on:
1.2.1 31/10/2018
1.3 Services Requirements
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.	
1.3.2 G-Cloud Services	
1.3.2.1 Lot 1 IaaS	Not applicable
1.3.2.2 Lot 2 PaaS	Not applicable
1.3.2.3 Lot 3 SaaS	Not applicable
1.3.2.4 Lot 4 Specialist Cloud Services	As detailed in the Evolve Proposal dated 30 th September 2016, Issue 1.2, for the provision of Maritime CIS Support Unit (MCSU) with Data and Information Support (DIS) Support Services – Item 1, Item 3 and Item 8.
1.3.2.5 G-Cloud Additional Services	Not applicable

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed
 As detailed in the Evolve Proposal dated 30th September 2016, Issue 1.2, for the provision of Maritime CIS Support Unit (MCSU) with Data and Information Support (DIS) Support Services.

3. STANDARDS

3.1 Quality Standards
 Where applicable – as detailed in the Evolve Proposal dated 30th September 2016, Issue 1.2, for the provision of Maritime CIS Support Unit (MCSU) with Data and Information Support (DIS) Support Services.

3.2 Technical Standards
 Where applicable – as detailed in the Evolve Proposal dated 30th September 2016, Issue 1.2, for the provision of Maritime CIS Support Unit (MCSU) with Data and Information Support (DIS) Support Services.

4. ONBOARDING

4.1 On-boarding
 Not applicable

5. CUSTOMER RESPONSIBILITIES

5.1 Customer’s Responsibilities
 As detailed in the Evolve Proposal dated 30th September 2016, Issue 1.2, for the provision of Maritime CIS Support Unit (MCSU) with Data and Information Support (DIS) Support Services.

5.2 Customer’s equipment
 None

6. PAYMENT

6.1 Payment profile and method of payment
 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 by P2P.

Payment as detailed in the Evolve Proposal dated 30th September 2016, Issue 1.2, for the provision of Maritime CIS Support Unit (MCSU) with Data and Information Support (DIS) Support Services - **Item 1, Item 3 and Item 8.**

6.2 Invoice format
 The Supplier shall issue paper invoices in accordance with the Evolve Proposal dated 30th September 2016, Issue 1.2, for the provision of Maritime CIS Support Unit (MCSU) with Data and Information Support (DIS) Support Services. The Customer shall pay the Supplier within 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.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:

Navy Command - Information Superiority Staff (IS Staff) Deputy Assistant Chief Of Staff Support (DACOS Support)

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of CO-11 'Liability' of the Call-Off Agreement:

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed £1 million.

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed fifty percent (50%) of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of £100,000 or one hundred and twenty five per cent (125%) per cent of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.

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 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.

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	

For and on behalf of the Customer:

Name and Title	██
Position	Def Comrcl CC-Navy 11
Signature	
Date	21/10/16