



Navy Command

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

Ref : RM1557/NCHQ/Carbon60/CL6102

**CALL-OFF ORDER MADE AGAINST CROWN COMMERCIAL SERVICES G-CLOUD 8 FRAMEWORK -
RM1557viii CALL-OFF TERMS AND CONDITIONS**

G-CLOUD SERVICES CALL-OFF ORDER – CARBON60 DEFENCE SERVICES

| | | | |
|-------------|------------|------------------------|--------------------|
| Date | 14/02/2017 | Order Reference | FLEET/00584 |
|-------------|------------|------------------------|--------------------|

FROM:

| | |
|-------------------|--|
| Buyer | Navy Command |
| Buyer's Address | Navy Command IW Division, Leach Building, Whale Island, PORTSMOUTH PO2 8BY |
| Invoice Address | Navy Command IW Division, MP3-4, Leach Building, Whale Island, PORTSMOUTH PO2 8BY |
| Principal Contact | Name: [REDACTED] Address: Navy Command, Information Superiority Staff, 3 rd Floor, Leach Building, Whale Island, PORTSMOUTH, PO2 8BY Phone: 023 92 625671 e-mail: [REDACTED] |

TO:

| | |
|--------------------|---|
| Supplier | Carbon60 Ltd |
| Supplier's Address | Buckingham House, Buckingham Street, AYLESBURY, Buckinghamshire, HP20 2LA |
| Principal Contact | Name: [REDACTED] Address: Buckingham House, Buckingham Street, AYLESBURY, Buckinghamshire, HP20 2LA Tel: 01269 311412 e-mail: [REDACTED] |

TERMS:

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|--|
| Commencement Date |
| This Call-Off Contract commences on: 01/03/2017 and is valid for 24months. |
| Expiry Date |
| This Call-Off Contract shall expire on: 28/02/2019 |
| Termination |
| In accordance with Call-Off Contract clause 23 the notice period required for Termination is at least ninety (90) working days from the date of written notice for disputed sums or at least thirty (30) days from the date of written notice for termination without cause. |

| SERVICE REQUIREMENTS: | |
|--|---|
| 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 Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract. | |
| G-Cloud 8 Lot - This Call-Off Contract is for the provision of Services under: | |
| Lot 4 | Specialist Cloud Services |
| G-Cloud 8 Services Required | As detailed in the Carbon60 Ltd proposal reference C60CL6102 V1.0 dated 19 th February 2015 for the provision of Computer Based Learning, Information Management, Security Concepts Requirements Analysis and Technical Support Services – Options 1 and 2. |

| LOCATION: |
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| The Services will be delivered to locations as detailed in the Carbon60 Ltd proposal reference C60CL6102 V1.0 dated 19 th February 2015 for the provision of Computer Based Learning, Information Management, Security Concepts Requirements Analysis and Technical Support Services. |

| QUALITY STANDARDS: |
|---|
| <p>Quality Standards The quality standards required for this Call-Off Contract are as detailed in Carbon60 Ltd proposal reference C60CL6102 V1.0 dated 19th February 2015 for the provision of Computer Based Learning, Information Management, Security Concepts Requirements Analysis and Technical Support Services.</p> <p>Technical Standards The technical standards required for this Call-Off Contract are as detailed in the Carbon60 Ltd proposal reference C60CL6102 V1.0 dated 19th February 2015 for the provision of Computer Based Learning, Information Management, Security Concepts Requirements Analysis and Technical Support Services.</p> |

| ONBOARDING and OFF-BOARDING: |
|--------------------------------------|
| On-boarding - Not applicable |
| Off-boarding - Not applicable |

| BUYER RESPONSIBILITIES: |
|---|
| <p>Buyer's Responsibilities As detailed in the Carbon60 Ltd proposal reference C60CL6102 V1.0 dated 19th February 2015 for the provision of Computer Based Learning, Information Management, Security Concepts Requirements Analysis and Technical Support Services.</p> <p>Buyer's equipment None</p> |

| PAYMENT: |
|--|
| <p>Payment profile and method of payment Charges payable by the Buyer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS)</p> <p>Firm Price: [REDACTED] Payment by [REDACTED]</p> <p>Payment as detailed in the Carbon60 Ltd proposal reference C60CL6102 V1.0 dated 19th February 2015 for the provision of Computer Based Learning, Information Management, Security Concepts Requirements Analysis and Technical Support Services – Options 1 and 2.</p> <p>Invoice format The Supplier shall issue electronic or paper invoices in accordance with the Carbon60 Ltd proposal reference C60CL6102 V1.0 dated 19th February 2015 for the provision of Computer Based Learning, Information Management, Security Concepts Requirements Analysis and Technical Support Services. The Buyer shall pay the</p> |

Supplier within 30 calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of this Call-Off Contract.

LIMIT OF SUPPLIER'S LIABILITY:

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 Buyer Data or Buyer Personal Data) under or in connection with this Call-Off Contract shall in no event exceed £1 million.

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

The annual aggregate liability under this Call-Off Contract 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 Buyer to the Supplier during the Call-Off Contract Period.

INSURANCE:

Minimum Insurance Period

Six (6) Years following the expiration or earlier termination of this Call-Off Contract

To comply with its obligations under this Call-Off Contract and as a minimum, where requested by the Buyer 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 Buyer 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.

FORMATION OF CONTRACT:

1.1 By signing and returning this Order Form the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The parties agree that they have read the Order Form and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 In Accordance with the Buying process set out in the Framework Agreement this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier.

1.4 The terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier's Terms and Conditions.

2. Background to the agreement

(A) The Supplier is a provider of G-Cloud Services and undertook to provide such Services under the terms set out in Framework Agreement number RM1557viii (the "Framework Agreement").

(B) The Buyer served an Order Form for Services to the Supplier.

SIGNED:

| | SUPPLIER: |
|-----------|------------------|
| Name | |
| Title | |
| Signature | |
| Date | |

SIGNED:

| | BUYER: |
|-----------|--------------------------------------|
| Name | ██████████ - Navy Command COMMERCIAL |
| Title | Def Comrcl CC-Navy 11 |
| Signature | |
| Date | |