



Navy Command

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

Ref : RM1557/NCHQ/Thales/MCTA-
DataMgt-2018-19 Option

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

G-CLOUD SERVICES CALL-OFF ORDER – THALES CYBER CONSULTING FOR CLOUD SERVICES

Date	29 November 2017	Order Reference	FLEET/00666
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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

TO:

Supplier	Thales UK Limited
Supplier's Address	Mountbatten House, Basing View, Basingstoke, Hampshire, RG21 4HJ

TERMS:

Commencement Date

This Call-Off Contract commences on: 01/03/2018 and is valid for 12 months.

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 As detailed in the Thales Cyber & Consulting proposal reference CIC/17/1924-2 dated 18th

Services Required	January 2017 for the Provision of MCTA Data Management and Development Support Services – Paragraph 5 - 2018-19 Option.
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LOCATION:

The Services will be delivered to locations as detailed in the Thales UK Limited proposal reference CIC/17/1924-2 dated 18th January 2017 for the Provision of MCTA Data Management and Development Support Services.

QUALITY STANDARDS:

Quality Standards

The quality standards required for this Call-Off Contract are as detailed in Thales UK Limited proposal reference CIC/17/1924-2 dated 18th January 2017 for the Provision of MCTA Data Management and Development Support Services.

Technical Standards

The technical standards required for this Call-Off Contract are as detailed in the Thales UK Limited proposal reference CIC/17/1924-2 dated 18th January 2017 for the Provision of MCTA Data Management and Development Support Services.

ONBOARDING and OFF-BOARDING:

On-boarding - Not applicable

Off-boarding - Not applicable

BUYER RESPONSIBILITIES:

Buyer's Responsibilities

As detailed in the Thales UK Limited proposal reference CIC/17/1924-2 dated 18th January 2017 for the Provision of MCTA Data Management and Development Support Services.

Buyer's equipment

None

PAYMENT:

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

Firm Price: £148,500 Payment by CP&F

Payment as detailed in the Thales UK Limited proposal reference CIC/17/1924-2 dated 18th January 2017 for the Provision of MCTA Data Management and Development Support Services - **Paragraph 5 - 2018-19 Option.**

Invoice format

The Supplier shall issue electronic invoices in accordance with the Thales UK Limited proposal reference CIC/17/1924-2 dated 18th January 2017 for the Provision of MCTA Data Management and Development Support Services. The Buyer shall pay the 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.

	SUPPLIER:
Name	
Title	
Signature	

Date	
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SIGNED:

	BUYER:
Name	
Title	
Signature	
Date	