



G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14) includes:

G-Cloud 14 Call-Off Contract

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Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

Platform service ID number	703501000580852
Call-Off Contract reference	713377450 (DInfoCom/0280)
Call-Off Contract title	Provision of Defensive Cyber Operations Synthetic Training Licences
Call-Off Contract description	The purpose of this procurement is to support the training and skills development of Army TLB REDACTED personnel. One of the outputs is the provision of a training environment to conduct cyber training. The delivery of individual and collective training covering realistic scenarios within a simulated training environment will facilitate the continued development of cyber skills is essential for the maintenance of trained cyber personnel. This platform will also allow the management of team cyber training and enable the Army TLB to identify individuals who display an aptitude for REDACTED roles. This capability will provide commonality of skills training for both Digital professionals across the all-arms environment and REDACTED personnel; providing metrics which will enable the identification and efficient management of cyber talent.
Start date	1st December 2024
Expiry date	Year One (01/12/2024 - 30/11/2025) Year Two (01/12/2025 - 30/11/2026) Year Three (01/12/2026 - 30/11/2027)
Call-Off Contract value	REDACTED
Charging method	CP&F each contract year paid annually
Purchase order number	TBC

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	Ministry of Defence Dinfo Commercial Army-HQ, Blenheim Bldg (IDL 1) Marlborough Lines (South Site) Monxton Road Andover Hampshire SP11 6HT
To the Supplier	Immersive Labs Ltd 6th Floor The Programme All Saints Street Bristol BS1 2LZ Company number: 10553244
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: **REDACTED**

Name: **REDACTED**

Email: **REDACTED**

Phone: **REDACTED**

For the Supplier:Title: **REDACTED**Name: **REDACTED**Email: **REDACTED**Phone: **REDACTED****Call-Off Contract term**

Start date	This Call-Off Contract Starts on 01/12//2024 and is valid for Thirty Six (36) Months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	This Call-Off Contract cannot be extended by the Buyer past the date of 30th November 2027.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> • Lot 2: Cloud software
G-Cloud Services Required:	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>REDACTED</p>
Additional Services:	N/A
Location:	The Services will be delivered remotely to users via an internet browser.
Quality Standards:	The quality standards required for this Call-Off Contract are: Refer to Annex A Statement of Requirement

Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are: Refer to Annex A Statement of Requirement
Service Level Agreement:	The service level and availability criteria required for this Call-Off Contract are: REDACTED
Onboarding	The onboarding plan for this Call-Off Contract is: REDACTED
Offboarding	The offboarding plan for this Call-Off Contract is: N/A
Collaboration agreement	N/A
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000.00 per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed £1,000,000.00 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £1,000,000.00 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Buyer's responsibilities	The Buyer is responsible for: supplying and maintaining the relevant hardware and software to access the platform.
Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract includes: N/A

Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners N/A
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is: through Contracting, Purchasing & Finance (CP&F) system via the interface with Exostar
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Payment profile	The payment profile for this Call-Off Contract is: annually in advance upon receipt of Licence Code.
Invoice details	The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to: REDACTED
Invoice information required	All invoices must include: Purchase Order Number, Contract Reference Number and Amount of Licences Procured.
Invoice frequency	Invoice will be sent to the Buyer: annually in advance.
Call-Off Contract value	The total value of this Call-Off Contract is: £1,200,000.00 Ex VAT
Call-Off Contract charges	The breakdown of the Charges is: REDACTED

Additional Buyer terms

Performance of the Service	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: N/A		
Guarantee	N/A		
Warranties, representations	N/A		
Supplemental requirements in addition to the Call-Off terms	N/A		
Alternative clauses	N/A		
Buyer specific amendments to/refinements of the Call-Off Contract terms	DEFCON 5J	11/16	Unique Identifiers
	DEFCON 68	10/22	Supply of Data for Hazardous Articles, Material and Substances.
	DEFCON 76	11/22	Contractors Personnel at Government Establishments.
	DEFCON 90	06/21	Copyright
	DEFCON 129J	11/16	The Use of Electronic Business Delivery Form
	DEFCON 516	04/12	Equality
	DEFCON 520	10/23	Corrupt Gifts and Payments of Commission

	DEFCON 522 11/21 Payment and Recovery of Sums Due DEFCON 524 12/21 Rejection DEFCON 524A 12/22 Counterfeit Materiel DEFCON 525 10/98 Acceptance DEFCON 531 09/21 Disclosure of Information DEFCON 532B 12/22 Protection of Personal Data DEFCON 565 07/23 Supply Chain Resilience and Risk Awareness DEFCON 611 12/22 Issued Property DEFCON 612 06/21 Loss of or Damage to the Articles DEFCON 632 11/21 Third Party Intellectual Property – Rights and Restrictions DEFCON 656A 08/16 Termination for Convenience (Contracts Under £5M) DEFCON 658 10/22 Cyber DEFCON 694 07/21 Accounting for Property of The Authority DEFCON 761 10/22 Plastic Packaging Tax.
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
Intellectual Property	N/A
Social Value	N/A
Performance Indicators	N/A

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), 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 (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.

Signed	Supplier	Buyer
Name	REDACTED	REDACTED
Title	REDACTED	REDACTED
Signature	REDACTED	REDACTED
Date	06/12/2024	09 Dec 2024

2.2 The Buyer provided an Order Form for Services to the Supplier.

Buyer Benefits

For each Call-Off Contract please complete a buyer benefits record, by following this link:

[G-Cloud 14 Buyer Benefit Record](#)

Part B: Terms and conditions

REDACTED