



Navy Command

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

Ref : RM1557/NCHQ/Carbon60/CL9108

**CALL-OFF ORDER MADE AGAINST CROWN COMMERCIAL SERVICES G-CLOUD 9 FRAMEWORK - RM1557ix CALL-OFF TERMS AND CONDITIONS**

**G-CLOUD 9 SERVICES CALL-OFF ORDER – CARBON60 DEFENCE CLOUD SUPPORT**

<b>Date:</b>	05 October 2017
<b>Digital Marketplace ID:</b>	7031 2192 7534 031
<b>Call-Off Contract Number:</b>	FLEET/00652
<b>Call-Off Contract Title:</b>	Provision of Complex Project Management and Project Technical Support for Navy Command
<b>Call-Off Contract Description:</b>	Provision of Complex Project Management and Project Technical Support for Navy Command
<b>Start Date:</b>	01 November 2017
<b>Expiry Date:</b>	31 October 2019
<b>Call-Off Contract Value:</b>	£1,453,535.59 (excluding VAT)
<b>Charging Method:</b>	Payment via CP&F
<b>Purchase Order Number:</b>	TBC

**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] - IW Division Business & Resources Manager Address: Navy Command, Information Superiority Staff, 1st Floor, Leach Building, Whale Island, PORTSMOUTH, PO2 8BY Phone: 023 92 625671 e-mail: [REDACTED]

**TO:**

Supplier	Carbon60 Limited
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]

<b>CALL OF CONTRACT TERM:</b>
<p><b>Commencement Date</b></p> <p>This Call-Off Contract starts on: 01/11/2017 and is valid for 24 months.</p> <p><b>Expiry Date</b></p> <p>This Call-Off Contract shall expire on: 31/10/2019</p> <p><b>Ending (Termination)</b></p> <p>The notice period needed for ending the Call-Off Contract 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 Ending without cause.</p>

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.

<b>G-Cloud Lot:</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <p><b>Lot 3 - Cloud Support</b></p>
<b>G-Cloud Services Required:</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p><b>Lot 3 – Cloud Software:</b></p> <p>As detailed in the Carbon60 Limited Proposal v1.0 dated 15<sup>th</sup> September 2017 for the Provision of Complex Project Management and Technical Project Support Services – <b>Years 1 &amp; 2.</b></p>
<b>Location:</b>	<p>The Services will be delivered to locations as detailed in the Carbon60 Limited Proposal v1.0 dated 15<sup>th</sup> September 2017 for the Provision of Complex Project Management and Technical Project Support Services.</p>
<b>Quality Standards:</b>	<p>The quality standards required for this Call-Off Contract are as detailed in the Carbon60 Limited Proposal v1.0 dated 15<sup>th</sup> September 2017 for the Provision of Complex Project Management and Technical Project Support Services.</p>
<b>Technical Standards:</b>	<p>The technical standards required for this Call-Off Contract are as detailed in the Carbon60 Limited Proposal v1.0 dated 15<sup>th</sup> September 2017 for the Provision of Complex Project Management and Technical Project Support Services.</p>
<b>Onboarding:</b>	Not applicable.
<b>Offboarding:</b>	Not applicable.

<b>Limit on Parties' Liability:</b>	<p>The annual total liability of either Party for all Property defaults will not exceed £1 million.</p> <p>The annual total liability for Buyer Data defaults will not exceed fifty percent (50%) 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 for all other defaults will not 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 Term (whichever is the greater).</p>
<b>Insurance:</b>	<p>The insurance required will be:</p> <ul style="list-style-type: none"> <li>• A minimum insurance period of six (6) years following the expiration or Ending of this Call-Off Contract</li> <li>• Professional indemnity insurance to be held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• Employers' liability insurance with a minimum limit of five million pounds sterling (£5,000,000) or any higher minimum required by Law.</li> </ul>
<b>Buyer's Responsibilities:</b>	As detailed in the Carbon60 Limited Proposal v1.0 dated 15 <sup>th</sup> September 2017 for the Provision of Complex Project Management and Technical Project Support Services.
<b>Buyer's Equipment:</b>	None.

<b>Call-Off Contract Charges and Payment:</b>	
<b>Payment Method:</b>	The payment method for this Call-Off Contract is CP&F.
<b>Payment Profile:</b>	Payment as detailed in the Carbon60 Limited Proposal v1.0 dated 15 <sup>th</sup> September 2017 for the Provision of Complex Project Management and Technical Project Support Services – <b>Years 1 &amp; 2.</b>
<b>Invoice Details:</b>	The Supplier shall issue electronic invoices in accordance with the Carbon60 Limited Proposal v1.0 dated 15 <sup>th</sup> September 2017 for the Provision of Complex Project Management and Technical Project Support Services. The Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.
<b>Invoice Information Required:</b>	All invoices must include the Call-Off Contract Number.
<b>Call-Off Contract Value:</b>	£1,453,535.59 (excluding VAT)
<b>Call-Off Contract Charges:</b>	As detailed in the Carbon60 Limited Proposal v1.0 dated 15 <sup>th</sup> September 2017 for the Provision of Complex Project Management and Technical Project Support Services.

**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 and Order Form will supersede those of the Supplier Terms and Conditions.

**2. BACKGROUND TO THE AGREEMENT**

(A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.

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

**SIGNED:**

	<b>SUPPLIER:</b>
Name	
Title	
Signature	
Date	

**SIGNED:**

	<b>BUYER:</b>
Name	██████████ - Navy Command COMMERCIAL
Title	Def Comrcl CC-Navy 11
Signature	
Date	