



## Navy Command

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

Ref : RM1557/NCHQ/QQ-  
PRO1601431/(CRM39529)

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

### G-CLOUD SERVICES CALL-OFF ORDER

<b>Date</b>	24/08/2016	<b>Order Reference</b>	<b>FLEET/00550</b>
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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: Navy Command, Information Superiority Staff, 3 <sup>rd</sup> Floor, Leach Building, Whale Island, PORTSMOUTH, PO2 8BY Phone: [REDACTED] e-mail: [REDACTED]

#### TO:

Supplier	QinetiQ Limited
Supplier's Address	Portsmouth Technology Park, Southwick Road, Cosham, Portsmouth, Hampshire, PO6 3RU
Account Manager	Name: [REDACTED], Commercial Manager Address: Portsmouth Technology Park, Southwick Road, Cosham, Portsmouth, Hampshire, PO6 3RU Tel: 02392 335366 e-mail: [REDACTED]

<b>1. TERM</b>
<b>1.1 Commencement Date</b> This Call-Off Agreement commences on: 09/09/2016
<b>1.2 Expiry Date</b> This Call-Off Agreement shall expire on:
1.2.1 08/03/2017
<b>1.3 Services Requirements</b>
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.	
<b>1.3.2 G-Cloud Services</b>	
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 QinetiQ Limited Proposal dated 8 <sup>th</sup> August 2016, reference QINETIQ/MARITIME/PRO1601431(CRM39529) for the provision of QinetiQ CIS Support to Submarine Combat System Group – Discovery Phase.
1.3.2.5 G-Cloud Additional Services	Not applicable

## 2. PRINCIPAL LOCATIONS

<b>2.1 Principal locations where the services are being performed</b>
As detailed in the QinetiQ Limited Proposal dated 8 <sup>th</sup> August 2016, reference QINETIQ/MARITIME/PRO1601431(CRM39529) for the provision of QinetiQ CIS Support to Submarine Combat System Group - Discovery Phase.

## 3. STANDARDS

<b>3.1 Quality Standards</b>
Where applicable – as detailed in the QinetiQ Limited Proposal dated 8 <sup>th</sup> August 2016, reference QINETIQ/MARITIME/PRO1601431(CRM39529) for the provision of QinetiQ CIS Support to Submarine Combat System Group - Discovery Phase.
<b>3.2 Technical Standards</b>
Where applicable – as detailed in the QinetiQ Limited Proposal dated 8 <sup>th</sup> August 2016, reference QINETIQ/MARITIME/PRO1601431(CRM39529) for the provision of QinetiQ CIS Support to Submarine Combat System Group - Discovery Phase.

## 4. ONBOARDING

<b>4.1 On-boarding</b>
Not applicable

## 5. CUSTOMER RESPONSIBILITIES

<b>5.1 Customer's Responsibilities</b>
As detailed in the QinetiQ Limited Proposal dated 8 <sup>th</sup> August 2016, reference QINETIQ/MARITIME/PRO1601431(CRM39529) for the provision of QinetiQ CIS Support to Submarine Combat System Group - Discovery Phase.
<b>5.2 Customer's equipment</b>
None

## 6. PAYMENT

<b>6.1 Payment profile and method of payment</b>
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)
Firm Price <span style="background-color: black; color: black;">XXXXXXXXXX</span> .
Payment as detailed in the QinetiQ Limited Proposal dated 8 <sup>th</sup> August 2016, reference QINETIQ/MARITIME/PRO1601431(CRM39529) for the provision of QinetiQ CIS Support to Submarine Combat System Group - Discovery Phase.

## **6.2 Invoice format**

The Supplier shall issue paper invoices in accordance with the QinetiQ Limited Proposal dated 8<sup>th</sup> August 2016, reference QINETIQ/MARITIME/PRO1601431(CRM39529) for the provision of QinetiQ CIS Support to Submarine Combat System Group - Discovery Phase. 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 14
Signature	
Date	14/09/16