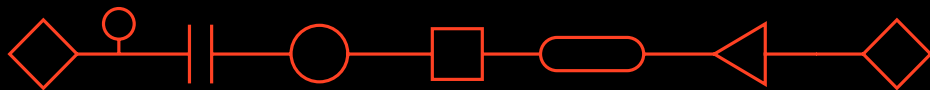


# Supplier terms and conditions for G-Cloud 13 services



Supplier terms and conditions | G-Cloud 13 | 18 May 2022

# Supplier terms and conditions for G-Cloud 12 services

**Date:**

18 May 2022

**Services between:**

Tecknuovo Limited

[Buyer name]

20-22 Wenlock Road,

[Buyer address]

London N1 7GU

info@tecknuovo.com

+44 (0)20 3805 7799

## Terms of business for services

These terms and conditions apply to all services performed by Tecknuovo Limited for the buyer as set out in an order form.

### Understanding

- A. Tecknuovo Limited, registered in England and Wales under company number (09611416), whose registered office is at 20-22 Wenlock Road, London N1 7GU and whose principal trading office is at 201 Borough High St, London SE1 1JA (Tecknuovo)
- B. These supplier terms and conditions (Supplier Terms) are supplemental to the Framework Agreement and Call-Off Contract for the provision of Services under a Call-Off Contract.
- C. Clause 8.3 of the Framework Agreement shall govern any conflict between the Framework Agreement, Call-Off Contract and these Supplier Terms. Specifically, clause 8.3 of the Framework Agreement states the following order of precedence in the event of conflict:
  - completed Order Form
  - Framework Agreement
  - Call-Off Contract (excluding Supplier Terms)
  - the Supplier Terms
  - any other document referred to in the Call-Off Contract

### Definitions and interpretation

- A. All words and expressions referenced below with an initial capital letter will either have the meanings defined in Schedule 1 to these Supplier Terms or shall have the meanings defined and set out in Schedule 3 of the Framework Agreement and Schedule 6 of the Call-Off Contract.
- B. These Supplier Terms will be interpreted in accordance with Clause 33.



## Agreed terms

### 1. Agreement

- 1.1. These Supplier Terms shall be deemed accepted by the Buyer upon the Buyer entering into an Order Form for the provision of Services by Tecknuovo.
- 1.2. No variation of these Supplier Terms shall be effective unless set out in writing, described as a variation agreement, and signed by a Director of each Party (for any variation of these Supplier Terms). Any changes requested by either Party to an Order Form shall be subject to the Change Control Procedure set out in clause of these Supplier Terms.
- 1.3. Each Party shall appoint an Account Manager who will be responsible for the administration of these Supplier Terms and have general oversight of all Order Form entered into pursuant to these Supplier Terms and have the ability to bind its respective Party to any Order Form and or Change Orders in respect of any Order Form. The Account Managers shall hold Account meetings (whether in person or via video or audio conference) with respect to these Supplier Terms and at least bi-annually during the term of these Supplier Terms.
- 1.4. Each Party shall also for each Order Form, appoint a Project Lead and whose details shall be included in the Order Form. Each Party shall ensure that their Project Lead has authority to make day to day decisions affecting the delivery of the Works under an Order Form and including delivering information relevant to any Change Order which has been requested by either Party to the respective Account Managers. The Project Leads shall be responsible for reviewing progress of the Works and any Deliverables under an Order Form on a regular basis and shall occur monthly unless otherwise specified in the Tecknuovo will provide service progress reports in such format and at such intervals as are agreed in the Order Form.
- 1.5. Each Party shall use reasonable endeavours to ensure the Project Lead remains appointed for the duration of the completion of Works under the Order Form, however, it is acknowledged that neither Party can guarantee the continuity of their Project Lead and that it may become necessary to replace their appointed Project Lead due to the resignation of the manager concerned or due to the operational needs of the Party concerned. Each Party agrees to give advance notification where practically possible of any replacement in their appointed Project Lead and each Party shall use all reasonable endeavours to find and appoint a suitable replacement as soon as possible.

### 2. Service and order forms

- 2.1. Where the Buyer wishes to agree an Order Form with Tecknuovo, the parties will negotiate the terms of such Order Form in good faith, and the Buyer shall be responsible for preparing and issuing the Order Form. An Order Form will only come into force and effect upon both parties signing the Order Form.
- 2.2. Tecknuovo shall propose to the Buyer the additional Buyer terms including but not limited to the scope of Works, timetable for completion of such Works, project plan, and including any Deliverables and or Milestones, and which shall be negotiated, agreed, and included within the Order Form, whether in the additional Buyer terms section of the Order Form or as an annex to the Order Form.
- 2.3. Once an Order Form has been agreed and signed in accordance with clause 2.1, no amendment shall be made to it except in accordance with clause 3 of these Supplier Terms. Each Order Form shall be governed by these Supplier Terms and the Call-Off Contract.

2.4. Either Party may terminate an Order Form (without terminating these Supplier Terms) on giving to the other Party in writing the period of notice specified in the relevant Order Form (where applicable). If an Order Form does not stipulate a means of terminating the Order Form on giving notice for convenience (and provided that the Services are not required for a fixed term with no right to terminate for convenience), either Party may terminate the relevant Order Form immediately on giving 30 days prior written notice to the other Party. Termination of an Order Form for convenience shall not terminate these Supplier Terms, which shall continue in force and effect until the later of the expiry or earlier termination of the Call-Off Contract or the Framework Agreement.

### 3. Change orders

3.1. Either Party may propose a change to the scope or execution of the Works under an Order Form under clause 32 of the Call-Off Contract provided it does not constitute a material change to the terms of the Framework Agreement/or to the relevant Call-Off Contract), but no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- a) the Works;
- b) the SoW Charges;
- c) the timetable for the Works; and
- d) any of the other terms of the relevant Order Form.

3.2. Where either Party wishes to make a change to the Works it shall provide a draft Change Order to the other Party for consideration. If the Buyer wishes to make a change to the Works, Tecknuovo will provide all reasonable assistance in providing information relevant to preparing such draft Change Order where requested by the Buyer.

3.3. If the Parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Order Form. If the Parties are unable to agree a Change Order, either Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 31.

3.4. If a change requested by the Buyer is material change to the Framework Agreement/or to the relevant Order Form, Tecknuovo may charge for the time it spends on preparing and negotiating a Change Order as part of the Variation process, and implementing changes requested by the Buyer on a time and materials basis at Tecknuovo's daily rates specified in the Order Form.

3.5. A Change Order must be signed by a Director or Project Lead of each Party in order to constitute a valid and effective amendment to the Order Form pursuant to Clause 1.2.

### 4. Contract Term

4.1. These Supplier Terms shall continue in force and effect until the expiry of the Framework Agreement and shall continue thereafter to remain in force to the extent that any Order Form remains in force and effect until its natural expiry or earlier termination in accordance with the Call-Off Contract.

4.2. The parties shall not enter into any further Order Form after the date on which notice to terminate is served under clause 4.1.

4.3. The Buyer may procure Services from Tecknuovo by agreeing an Order Form with Tecknuovo pursuant to clause Error! Reference source not found.. Tecknuovo shall provide any Works from the date specified in the relevant Order Form.

## 5. Invoice and Billing

5.1. In consideration of the provision of the Works by Tecknuovo, the Buyer shall pay the SoW Charges as specified in the Order Form.

5.2. Where the SoW Charges are calculated on a time and materials basis:

- a) Tecknuovo shall either charge for Services based on an hourly fee rate or a standard daily fee rate (calculated on the basis of 8 hours worked during Business Hours and which allows for a one-hour unpaid break during the Business Day);
- b) Tecknuovo shall only be entitled to charge an overtime rate on a pro-rata basis for any time worked by its Personnel whom it engages on the Works outside Business Hours at its standard rate of 1.5 x daily rate or hourly rate (if applicable) for evenings and weekends, and at the standard rate of 2 x daily rate or hourly rate (if applicable) where Works are performed on any public or bank holiday unless otherwise agreed in the Order Form; and
- c) Tecknuovo shall ensure that it delivers time reports in support of any SoW Charges raised under an invoice.

5.3. Where the SoW Charges are calculated on a fixed price basis or based on completion of Milestones, the structure of those charges, Milestones, and amount allocated to each Milestone shall be as set out in an Order Form. The Parties shall agree a sign off procedure in the event that Works are to be delivered based on Milestones and or based on completion of Deliverables, which will be set out in the Order Form.

5.4. Tecknuovo shall invoice the Buyer for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Order Form. If no intervals are so specified, Tecknuovo shall invoice the Buyer at the end of each month for Works performed during that month.

5.5. The Buyer shall pay each invoice submitted to it by Tecknuovo within 28 days of receipt to a bank account nominated in writing by Tecknuovo from time to time.

5.6. Without prejudice to any other right or remedy that it may have, if the Buyer fails to pay Tecknuovo any sum due under any Order Form on the due date the Buyer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount. Tecknuovo may suspend part or all of the Works until payment has been made in full.

5.7. All sums payable to Tecknuovo under an Order Form are exclusive of VAT, and the Buyer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice. All invoices must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.8. Acceptance of the Works, Milestones and or the Deliverables by the Buyer shall be deemed to have occurred upon the earliest of:

- a) Buyer approving a time report for Works completed;
- b) Buyer approving the delivery of any Milestones and or Deliverables pursuant to an Order Form; or
- c) 10 working days from the date the Buyer receives an invoice from Tecknuovo for Works and or Deliverables and provided no Dispute has been raised under the dispute resolution procedure (Clause 31) by the Buyer within such time period.

5.9. Where an invoice or any part thereof is Disputed by the Buyer, the Buyer shall comply with the dispute resolution procedure (Clause 31). Any undisputed part of an invoice shall be paid by the Buyer in accordance with clause 5.5. Once a Dispute has been resolved, any outstanding payment due in respect of the affected invoice shall be payable within 28 days of such Dispute having been resolved.

## 6. Expenses

6.1. The SoW Charges shall not include expenses (including but not limited to travel, accommodation, and subsistence expenses) incurred by Tecknuovo, unless otherwise specified in the Order Form. Tecknuovo shall be entitled to invoice the Buyer for reasonable and necessary, pre-approved expenses incurred by Tecknuovo in delivering the Services. Upon request, Tecknuovo shall provide copies of receipts supporting such expenses. The terms of authorisation and payment of expenses must be included in any Order Form where expenses are chargeable to the Buyer. All expenses will be invoiced on a monthly basis in arrears where applicable.

## 7. Tecknuovo Obligations

7.1. Tecknuovo shall provide the Works and deliver any Deliverables to the Buyer, in accordance with the relevant Order Form, using reasonable care and skill at all times and acting in a professional manner, and in accordance with practices used by other service providers performing services similar to the Works and or any Deliverables. Tecknuovo's method of work will be its own.

7.2. Tecknuovo shall use reasonable endeavours to meet any performance, dates, project plan, milestones, and or timetable for completion specified in an Order Form but any such dates shall be estimates only and time for performance by Tecknuovo shall not be of the essence of Order Form, unless otherwise expressly agreed in an Order Form.

7.3. Tecknuovo shall observe (and shall procure its Personnel observe) all health and safety and security requirements that apply at any of the Buyer's premises for independent contractors and that have been communicated to it under clause 1.1g provided that it shall not be liable under Order Form if, as a result of such observation, it is in breach of any of its obligations under Order Form.

7.4. Save to the extent expressly agreed herein, and subject to arrangements for meetings and effective management and liaison, Tecknuovo will determine the time and place at which it will carry out the Works. The Works will be delivered from the premises of Tecknuovo unless otherwise agreed in any Order Form.

7.5. Tecknuovo will perform the Work utilising its Personnel and its own equipment as it may determine from time to time and Tecknuovo may replace or substitute any Personnel at any time provided that Tecknuovo will remain responsible for the

execution of and the cost of any handover between its Personnel. Where the Buyer has a specific requirement for its own equipment to be utilised, any such requirement must be specified in the Order Form. Tecknuovo will liaise with the Buyer in respect of any temporary reduction in Personnel required due to planned absences (e.g. annual leave).

7.6. Should any Personnel Default be notified to Tecknuovo pursuant to clause 1.1i Tecknuovo shall investigate the matter, and where the Buyer provides supporting evidence of such Personnel Default, and Tecknuovo is satisfied of such Personnel Default, Tecknuovo shall remove the Personnel from the Works and shall ensure suitable levels of Personnel to deliver the Works required. Should the Buyer request in writing that Tecknuovo remove any Personnel from the Works for reasons other than for Personnel Default, Tecknuovo shall not unreasonably withhold its consent to such request but provided always the Buyer agrees to make payment of any additional cost and expense incurred by Tecknuovo in replacing such Personnel.

7.7. Tecknuovo has and shall maintain adequate professional indemnity insurance and public liability insurance, and employer's liability insurance in respect of its Services, details of which will be provided upon request, to the levels agreed in an Order Form

7.8. Tecknuovo remains free to provide Services to other customers, whether or not Tecknuovo is already delivering Works under an Order Form or not, provided that such Services do not create a conflict of interest with Tecknuovo's obligations any Order Form entered into.

## 8. Buyer Obligations

8.1. The Buyer shall:

- a) co-operate in all matters relating to the Works;
- b) provide at no charge, access to the Buyer's premises, office accommodation, data and other facilities as reasonably required by Tecknuovo including any such access as is specified in an Order Form;
- c) provide in a timely manner all document, information, items and materials in any form (whether owned by the Buyer or a third party) and give access to any Personnel required under an Order Form or otherwise reasonably required by Tecknuovo in connection with the Works and ensure that they are accurate and complete;
- d) provide access to any software, IT systems, and internet connectivity reasonably required by Tecknuovo in connection with the Works;
- e) provide access to any VPN where Works shall be performed remotely;
- f) grant such licences and or consents required by Tecknuovo in order to access and or use any Buyer software, systems, and/or materials as more particularly described in clause **Error! Reference source not found.b)** to **Error! Reference source not found.e)** above;
- g) inform Tecknuovo of all health and safety and security requirements that apply at any of the Buyer's premises, such requirements to be delivered to Tecknuovo in writing and attached as an appendix to the Order Form;
- h) if, and to the extent Tecknuovo is required to utilise equipment of the Buyer, such equipment is in good working order and suitable for the purposes for which it is used;
- i) immediately notify Tecknuovo in writing of any unprofessional behaviour, any acts of negligence, or serious breach of terms of the Order Form committed by any Personnel ("Personnel Default") and shall provide evidence of such Personnel Default to Tecknuovo; and

- j) ensure the safety of all Personnel who provide the Works at the Buyer's premises and shall ensure it has adequate insurance in place for any third-party injury or death occurring at its premises.

8.2. The Buyer shall refrain from interacting with any of the Personnel on any basis other than as an independent professional contractor. In particular, the Buyer shall ensure that it does not seek to or otherwise integrate any of the Personnel into its own workforce by its actions or otherwise supervise, manage and/or control any Personnel. The Buyer shall ensure all requests or concerns in respect of the Works or any Order Form are made to the Project Lead of Tecknuovo.

## 9. Confidentiality

9.1. Each Party undertakes that it shall not at any time during the Supplier Terms, and for a period of three years after termination of the Supplier Terms, disclose to any person any Confidential Information concerning the business, affairs, customers, Buyers or suppliers of the disclosing Party, except as permitted by clause a).

9.2. Each Party may disclose the other Party's Confidential information:

- a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with an Order Form. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the disclosing Party's confidential information comply with this clause 9; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3. No Party shall use the disclosing Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Supplier Terms.

## 10. Intellectual property rights

10.1. In relation to the Works and any Deliverables:

- a) Tecknuovo and its licensors by way of future assignment hereby assign all Intellectual Property Rights in the Works and Deliverables (excluding any Existing IPR);
- b) Tecknuovo grants the Buyer, or shall procure the direct grant to the Buyer of, a non-exclusive licence to use and copy the Existing IPR for the sole purpose of receiving and using the Works and the Deliverables for internal business use only (and not for commercial gain) for an agreed period of time, and subject always to payment of any licence fee required by Tecknuovo as applicable (the terms and conditions of which shall be agreed between the parties and set out in the Order Form); and
- c) the Buyer shall not sub-license, assign or otherwise transfer the rights granted in clause b).

10.2. In relation to the Buyer Materials, the Buyer:

- a) and its licensors shall retain ownership of all IPRs in the Buyer Materials; and
- b) grants to Tecknuovo a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Buyer Materials for the term of



these Supplier Terms for the purpose of providing the Works and delivering the Deliverables to the Buyer.

10.3. Tecknuovo warrants to the best of its knowledge and belief that the receipt, use of the Works and the Deliverables by the Buyer as anticipated by these Supplier Terms and Order Form shall not infringe the rights, including any Intellectual Property Rights, of any third party.

10.4. The Buyer warrants to the best of its knowledge and belief that the receipt and use in the performance of these Supplier Terms by Tecknuovo, its agents, subcontractors or consultants of the Buyer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.

10.5. Nothing shall prevent Tecknuovo from using techniques, ideas, and other know-how gained during the performance of Works under an Order Form in the furtherance of its own business, to the extent that such does not result in disclosure or use of Confidential Information in breach of clause 9, or any infringement of any Intellectual Property Rights of the Buyer.

a) Tecknuovo shall not be required to indemnify the Buyer under clause 11.4 of the Call-Off Contract to the extent that such Loss has been caused by the act, error, or omission of the Buyer.

## 11. Timescales

11.1. All timeframes specified in the Order Form are estimated timescales and Tecknuovo shall not be liable for any delay in the performance of the Works, unless otherwise agreed between the Parties in the Order Form. Without prejudice to the above, Tecknuovo will use reasonable endeavours to comply with any timescales required by the Buyer but shall not be liable for any failure to meet such timescales. Should Tecknuovo believe a delay may occur, it shall as soon as reasonably practicable inform the Buyer; providing notice of the delay and reasons for the delay in writing.

11.2. If the Works are delayed as a result of a Default by Tecknuovo, then the date associated with the relevant obligation as specified in the Order Form (and the dates similarly associated with any subsequent obligations specified) shall be amended by a period of time equal to the period of such Tecknuovo Default (or such other period as the parties agree) and both parties shall use all reasonable endeavours to mitigate the impact of such delay to and to recover any resultant delay to the performance of the Works. For the avoidance of doubt, Tecknuovo shall bear any additional costs and expense it incurs in remedying its Default.

11.3. Subject to clauses 11.3 to 11.5 below, if the Works are delayed as a result of any act, error, omission, misstatement or misrepresentation (“Default”) by the Buyer, then the date associated with the relevant obligation as specified in the Order Form (and the dates similarly associated with any subsequent obligations specified) shall be amended by a period of time equal to the period of such Buyer Default (or such other period as the parties agree) and any consequential increase in the SoW Charges on a time and materials basis agreed under the Change Control procedure in Clause **Error! Reference source not found.** Both parties shall use all reasonable endeavours to mitigate the impact of such delay to and to recover any resultant delay to the performance of the Works.

11.4. If the delivery of the Works is delayed at the request of the Buyer or due to the Default of the Buyer (other than for reasons of force majeure (clause **Error! Reference source not found.**) and/or other than as a result of the Default of Tecknuovo) for a

period exceeding 15 days at any time during the Project, Tecknuovo shall be entitled to issue a notice (“Warning Notice”) to the Buyer confirming that if the delay continues for a further period of 15 days from receipt of such notice (“Final Warning Period”), Tecknuovo shall be entitled to terminate the Order Form on giving immediate written notice (“Final Notice”) to the Buyer at the end of the Final Warning Period. In the event that the requests, acts or omissions specified in the Warning Notice are remedied by the Buyer prior to Tecknuovo giving Final Notice, Tecknuovo’s entitlement to give Final Notice shall cease.

11.5. Tecknuovo shall be entitled to receive payment for all SoW Charges in respect of Services performed prior to, up to and including the date of termination at the end of the Final Warning Period.

11.6. If the Parties are unable to reach agreement on an increase in SoW Charges in excess of the estimated value of the Order Form following a request from either Party in accordance with the Change Control procedure in these Supplier Terms, either Party shall be entitled to terminate the Order Form on giving 14 days’ prior written notice to the other Party. Tecknuovo shall be entitled to receive payment for all SoW Charges for Services performed prior to and during the notice period.

## 12. Compliance with laws and policies

12.1. In performing its obligations under these Supplier Terms, both parties shall comply with the Applicable Laws and any Mandatory Policies.

12.2. The Supplier will at all times comply with the Supplier Code of Conduct (published by the Government Commercial Function) from time to time.

12.3. Changes to the Works required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in clause **Error! Reference source not found.**

## 13. Data protection

13.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a Party’s obligations under the Data Protection Legislation.

13.2. Without prejudice to the generality of clause 13.1, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (for which it is a Data Controller) to Tecknuovo for the duration and purposes of these Supplier Terms.

13.3. Without prejudice to the generality of clause 13.1, Tecknuovo shall, in relation to any Personal Data processed in connection with the performance by Tecknuovo of its obligations under these Supplier Terms:

- a) process that Personal Data only on the written instructions of the Buyer unless Tecknuovo is required by the laws of any member of the European Union or by the laws of the European Union applicable to Tecknuovo to process Personal Data (Applicable Laws). Where Tecknuovo is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Tecknuovo shall promptly notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Tecknuovo from so notifying the Buyer;
- b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Buyer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the

- unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - d) not transfer any Personal Data outside of the European Economic Area (EEA) unless in accordance with the GDPR or otherwise with the prior written consent of the Buyer has been obtained;
  - e) assist the Buyer, at the Buyer's cost, in responding to any subject access request and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - f) notify the Buyer without undue delay on becoming aware of a Personal Data breach affecting the Buyer;
  - g) at the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
  - h) maintain complete and accurate records and information to demonstrate its compliance with these Supplier Terms.

13.4. Tecknuovo may authorise a third party (sub-contractor) to process the Personal Data provided that the sub-contractor's contract is subject to data protection terms which are substantially the same as those in these Supplier Terms and provided that the sub-contractor's contract terminates automatically on termination of these Supplier Terms for any reason.

13.5. To the extent that the Buyer processes Personal Data for which Tecknuovo is the Data Controller, the Buyer agrees to comply with the same obligations set out in this Clause 13.3 and clause 13.4 with respect to such Personal Data.

13.6. Tecknuovo will enter into such additional undertakings in respect of data protection compliance from time to time as may be considered reasonably necessary by the Buyer taking into account the status of the parties for the purposes of Data Protection Legislation and provided always that Tecknuovo receives adequate notice of the undertakings required and an opportunity to review and discuss the same with the Buyer.

## 14. Limitation of liability

14.1. Nothing in these Supplier Terms shall limit or exclude Tecknuovo's liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation; or
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

14.2. Subject to clause 14.1, Tecknuovo shall not be liable to the Buyer for any Loss arising under or in connection with these Supplier Terms, the Call-Off Contract, or any Order Form for; loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of or damage to reputation, loss of use or corruption of software, data or information; and/or any indirect or consequential loss.

14.3. Subject to clause 14.1 and clause 14.2, Tecknuovo's total liability to the Buyer for Loss arising under or in connection with any Order Form (howsoever arising) shall be limited to the greater of £100,000 or 110% of the average SoW Charges (calculated by reference to the SoW Charges in successive 12-month periods from the date of these Supplier Terms) paid by the Buyer under these Supplier Terms.

14.4. Subject to clause 14.1, neither Party shall be liable to the other Party for any Loss incurred by the other Party arising under or in connection with an Order Form to the extent that either Party has caused or contributed to such Loss.

14.5. If the Buyer raises a Dispute with respect to negligent performance of or negligent workmanship in the Works and or any Deliverables, the Buyer's sole remedy in respect of such Dispute (if it is proven through the dispute resolution procedure (clause 31) that Tecknuovo has been negligent in the performance of or workmanship of such Works and or the Deliverables) shall be to require Tecknuovo to re-perform or otherwise rectify such Works and or Deliverables in a reasonable timeframe and at no additional cost to the Buyer. Should Tecknuovo fail to or refuse to rectify the same, the Buyer shall be entitled seek redress and compensation for Loss (subject to mitigating its position as far as possible and subject to the limitation of liability in this clause 14) that it has suffered as a consequence of Tecknuovo's failure to rectify or re-perform such Works and or the Deliverables affected pursuant to this clause 14.5, provided always that the Buyer has exhausted the dispute resolution procedure (clause 31).

14.6. Other than for representations set out in these Supplier Terms, all other implied warranties and representations with respect to any Order Form, the Services, Works and or any Deliverables are hereby expressly excluded to the extent permitted by law.

## 15. Termination

15.1. An Order Form may be terminated in accordance with the terms of the Order Form and relevant Call-Off Contract.

## 16. Consequences of termination

16.1. On termination or expiry of an Order Form under clause 15: the Buyer shall immediately pay to Tecknuovo all of Tecknuovo's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Tecknuovo may submit an invoice, which shall be payable immediately on receipt;

- a) the Buyer shall return all of Tecknuovo's equipment. If the Buyer fails to do so, then Tecknuovo may enter the Buyer's premises and take possession of Tecknuovo's equipment. Until Tecknuovo's equipment has been returned or repossessed, the Buyer shall be solely responsible for its safe keeping; and
- b) Tecknuovo shall on request return any of the Buyer Materials not used up in the provision of the Works.

16.2. Termination or expiry of any Order Form and or Call-Off Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Call-Off Contract and or these Supplier Terms which existed at or before the date of termination or expiry.

## 17. Force majeure

17.1. Notwithstanding any other provision of these Supplier Terms neither Party shall be liable for any failure or delay in the performance of the Works caused by means beyond their reasonable control including without limitation, strikes (provided this does not relate to employees, contractors, consultants, or sub-contractors of the Buyer or to the Personnel), lock outs, labour disputes, acts of God, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order,

rule, regulation or direction or any overriding emergency procedures, fire, flood and storm.

**17.2.** If either Party is unable to perform their obligations under an Order Form as a direct result of a force majeure event, the Party prevented from fulfilling its obligations shall give the other Party written notice of the force majeure event and details the impact of such event will use all reasonable endeavours to notify the other Party within 3 days of such event occurring. The Order Form shall be suspended during the period (and only during the period) in which the force majeure event continues save in respect of confidentiality. Upon the force majeure event ceasing to exist the Party affected by it shall immediately give written notice to the other of this fact and the Works shall re-commence. If the reason continues for a period of 14 days or more, the Party affected by the force majeure event may terminate the Order Form immediately upon giving written notice of such termination to the other Party.

## **18. Non-solicitation and Non-dealing**

**18.1.** Neither Party shall solicit or entice away (or attempt to), engage, employ or use (or attempt to), and whether directly or indirectly, any employee, officer, and or sub-contractor of the other Party with whom either Party has had personal dealings with in the course of the performance of any Order Form, at any time during any Order Form and for a period of 12 months thereafter, unless with the express written consent of the other Party. This clause shall not apply where any employee, officer, and or sub-contractor of either Party responds to a job vacancy publicly advertised by the other Party (and provided such job vacancy is not targeted at such employee, officer and or consultant).

**18.2.** The Buyer will not, without the prior written consent of and separate agreement with Tecknuovo, at any time from the date on which any Works commence to the expiry of 12 months after the completion of such Works, solicit or entice away, engage or employ, or attempt to engage or employ, and whether directly or indirectly, any Personnel utilised by Tecknuovo in the provision of the Works under any Order Form.

**18.3.** The Buyer shall be liable for and shall indemnify Tecknuovo from and against all damage, loss, costs and expense suffered by Tecknuovo arising out of or in connection with the Buyer's breach of clause 18.2 and which includes but is not limited to loss of revenue, loss of business, and or loss of profit incurred by Tecknuovo arising from such breach.

## **19. Equality**

**19.1.** Neither Party will unlawfully discriminate against, harass, and or victimise any of the other Party's employees, officers or contractors (and including any Personnel) in their dealings with such persons whether directly or indirectly, during the provision of or otherwise arising out of or in connection with the delivery of Services; and whether on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. Tecknuovo will not accept instructions from the Buyer which indicate an intention to discriminate unlawfully. Tecknuovo will notify the Buyer of any reasonable adjustments required in respect of any Personnel utilised in the delivery of any Services at the Buyer's premises whether in respect of access to the Buyer's premises and or with respect to the provision of Services at the premises. The Parties will co-operate with each other with respect to any reasonable adjustments required in respect of such Personnel. Each Party agrees to comply at all times with the Equality Act 2010.

## **20. Anti-bribery and Corruption**

20.1. Neither party has directly or indirectly (i) given, promised, offered or authorised or (ii) accepted, requested, received or agreed to receive any payment, gift, reward, rebate, contribution, commission, incentive, inducement or advantage to or from any person, in contravention of Anti-Bribery Laws.

20.2. Both Parties have established and maintain policies and procedures designed to ensure (and which are reasonably expected to continue to ensure) continued compliance with Anti-Bribery Laws. Both Parties shall continue to monitor and enforce such policies and procedures.

## 21. Assignment and other dealings

21.1. The Buyer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Supplier Terms.

21.2. Tecknuovo may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under these Supplier Terms, provided that Tecknuovo gives prior written notice of such dealing to the Buyer.

## 22. Waiver

22.1. A waiver of any right or remedy under these Supplier Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

22.2. A failure or delay by a Party to exercise any right or remedy provided under these Supplier Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Supplier Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22.3. A Party that waives a right or remedy provided under these Supplier Terms or by law in relation to one Party or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

## 23. Rights and remedies

23.1. The rights and remedies provided under these Supplier Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

## 24. Severance

24.1. If any provision or part-provision of these Supplier Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Supplier Terms.

## 25. Statement

25.1. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Order Form, Call-Off Contract and these Supplier Terms. Each

Party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in these Supplier Terms, the Call-Off Contract and or any Order Form.

## 26. Conflict and survival

26.1. If there is an inconsistency between any of the provisions of these Supplier Terms and the provisions of Schedule 1, the provisions of these Supplier Terms shall prevail.

26.2. The provisions of clauses; 5,6,7,8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, 33, and Schedule 1 will survive the termination of these Supplier Terms or any Order Form together with those provisions that either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination of an Order Form and or these Supplier Terms.

## 27. No partnership or agency

27.1. Nothing in these Supplier Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

27.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

## 28. Third party rights

28.1. No one other than a Party to these Supplier Terms, their successors and permitted assignees, shall have any right to enforce any of its terms.

## 29. Notices

29.1. Any notice or other communication given to a Party under or in connection with these Supplier Terms shall be in writing and shall be:

- a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by fax to its main fax number or sent by email to the address specified in the relevant Order Form where such notice or communication relates to the Order Form, or in the case of any notice or communication under these Supplier Terms, to the email address of the Account Manager notified by each Party to the other Party.

29.2. Any notice or communication shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting [or at the time recorded by the delivery service; and
- c) if sent by fax or email, 2 hours after transmission, provided that the transmission is received during Business Hours, and if outside Business Hours, at 9.00am on the following Business Day.

29.3. The contact details for notices to be issued pursuant to this clause are:

- a) Tecknuovo; [xxxxx]

b) Buyer; [xxxxxx]

29.4. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 30. Counterparts

30.1. These Supplier Terms may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

30.2. Transmission of an executed counterpart of these Supplier Terms (but for the avoidance of doubt not just a signature page) or the executed signature page of a counterpart of these Supplier Terms] by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of these Supplier Terms. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

30.3. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

## 31. Dispute resolution procedure

31.1. If any complaint, dispute or query arises under these Supplier Terms or any Order Form ("Dispute"), the Parties will use all of their respective reasonable endeavours to resolve such Dispute by negotiation. All Disputes in respect of invoices issued by the Supplier must be lodged by the Buyer with the Supplier within 10 working days of the date the Buyer receives an invoice from Tecknuovo pursuant to the relevant Order Form.

31.2. In the first instance, the Buyer and Tecknuovo will make reasonable endeavours to resolve a Dispute as soon as possible, at the lowest level in the project structure in which they can best be managed. Where either Party considers that a Dispute cannot be resolved within a specified period of time the dissatisfied Party may escalate the Dispute to the next level in the structure in accordance with the following escalation process ("Escalation Process"):

Escalation level	Escalation to	Time to resolve
1	Project Lead	7 days
2	Account Manager	7 days
3	Director	14 days

31.3. If the Parties have not settled or otherwise resolved the Dispute in accordance with the Escalation Process and the final time period for Escalation Level 3 has expired, the Parties may seek to extend such period of commercial negotiation or take steps to commence legal proceedings in accordance with the jurisdiction provisions below.

## 32. Governing law and Jurisdiction

32.1. These Supplier Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.



32.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Supplier Terms or its subject matter or formation.

### 33. Interpretation

i	Clause headings are purely for ease of reference and do not form part of or affect the interpretation of the Supplier Terms and or any Order Form.
ii	Words denoting the singular include the plural and vice versa.
iii	Words denoting any gender include all genders.
iv	Reference to a Party include references to its successors in time, permitted assigns and novatees
v	Reference to a person include a reference to any individual, company, partnership, trust, joint venture, association, government or local authority department or other authority or body (whether corporate or unincorporated).
vi	References to statutory provisions will be construed as references to those provisions as respectively replaced, amended, or re-enacted from time to time (whether before or after the date of these Supplier Terms) and will include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.
vii	Words include, including, and in particular will not be interpreted as limiting the generality of any foregoing words.
viii	References to termination or determination of the agreement and or any Order Form include references to expiry of the Supplier Terms and or any Order Form.
xiv	Reference to writing includes fax, email and similar means of communication
x	Reference to the Parties will mean together Tecknuovo and the Buyer and reference to a Party will be construed as a reference to either of the parties.
xi	References to 'day' will mean calendar day, and references to 'week', 'month' and 'year' will be construed in the same way.
xii	Schedule 1 forms part of these Supplier Terms and shall have effect as if set out in full in the body of these Supplier Terms. Any reference to these Supplier Terms includes the Schedule 1.
xiii	References to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
xiv	Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
xv	Any reference to the master agreement shall be reference to the agreement.

These Supplier Terms has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR] for  
and on behalf of Tecknuovo Limited

.....

Director

Signed by [NAME OF DIRECTOR] for  
and on behalf of [NAME OF  
CUSTOMER]

.....

Director

## Schedule 1 - Definitions

The following definitions and rules of interpretation apply in these Supplier Terms:

**Account Manager:** the main contact representative of each Party appointed to oversee and administer these Supplier Terms.

**Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**Applicable Laws:** all applicable laws, statutes, regulation [and codes] from time to time in force.

**Business Day:** a day, other than a Saturday; Sunday; bank holiday; or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00 am to 5.30 pm on any Business Day.

**Buyer:** the person described in the Order Form for whom the Works shall be performed and who is also identified on the front of these Supplier Terms

**Buyer Materials:** all documents, information, items and materials in any form, whether owned by the Buyer or a third party, which are provided by the Buyer to Tecknuovo in connection with the Works, including the items provided pursuant to clause c).

**Change Order:** has the meaning given in clause **Error! Reference source not found..**

**Confidential Information:** means any information which is marked or designated as being confidential or which should reasonably be considered confidential (in the absence of such mark or designation) together with all data, personal data, and information obtained directly or indirectly from the disclosing Party that relates to the business, affairs, products, developments, trade secrets, know-how, employees, personnel, and third parties, including all IPRs, the subject matter of these Supplier Terms, any Buyer Materials, and or any information that may reasonably be regarded as the confidential information of the disclosing Party but does not include information that (i) is or becomes generally available to the public (other than as a result of its disclosure by the disclosing Party or its representatives in breach of these Supplier Terms), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or (ii) the Parties agree in writing is not confidential or agree may be disclosed.

**Control:** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control: shall be construed accordingly.

**Data Controller:** has the meaning set out in the Data Protection Legislation.

**Data Processor:** has the meaning set out in the Data Protection Legislation.

**Data Protection Legislation:** the General Data Protection Regulations (2016/679) (GDPR), the Data Protection Act 2018, and any other local data protection laws in the Location and/or the Jurisdiction (as applicable) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by any relevant supervisory body (defined under Article 4 of the GDPR) or any other relevant data protection authority.

**Deliverables:** any output of the Works to be provided by Tecknuovo to the Buyer as specified in an Order Form and any other documents, products and materials provided by Tecknuovo to the Buyer in relation to the Works (excluding Tecknuovo's equipment) and excluding any Existing IPR.

**Existing IPRs:** any Intellectual Property Rights belonging to or licensed to Tecknuovo, or developed, created or generated independently of the delivery of any Works under an Order Form by Tecknuovo or any of its Personnel.

**Intellectual Property Rights or IPRs:** patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Loss:** all losses, liabilities, damages, costs, expenses, (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest, fines, and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, and Losses will be construed accordingly.

**Mandatory Policies:** the Buyer's business policies and codes attached to an Order Form, as amended by notification to Tecknuovo from time to time.

**Milestone:** a date by which a part or all of the Works is to be completed, as set out in an Order Form.

**Party:** Tecknuovo or the Buyer and shall include their successors in time, permitted assigns and novatees, and Parties shall be construed accordingly.

**Personal Data:** has the meaning set out in the Data Protection Legislation.

**Personnel:** any employee, officer, consultant, contractor, sub-contractor, and or agent of Tecknuovo from time to time.

**Processing and process:** has the meaning set out in the Data Protection Legislation.

**Project Lead:** the manager of each Party appointed to oversee and administer the delivery of Works under an Order Form.

**Services:** the consultancy and or management services of Tecknuovo under G-Cloud Services and any/or Additional Services.

**SoW Charges:** the sums payable for the Works as set out in an Order Form.

**Order Form:** the order for services between Tecknuovo and the Buyer as described in the Call-Off Contract.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

**Works:** the Services to be provided by Tecknuovo under an Order Form including services which are incidental or ancillary to the Works as defined in the Order Form.