



# G-Cloud 13

## Lot 2 Cloud Software

# Terms & Conditions

**TRILATERAL RESEARCH**

One Knightsbridge Green (5th Floor),  
London, SW1X 7QA

<https://www.trilateralresearch.com/>

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# Terms & Conditions

This Contract is made between:

**BUYER NAME** and **ADDRESS**

Represented by Buyer Company Representative Name, Title

Hereinafter referred to as the "the Buyer" or "the Client";

AND

Trilateral Research Ltd., with registered offices at located at One Knightsbridge Green (5thFloor), London SW1X 7QA, UK;

Represented by **XXXXXXXXXXXX**, Director;

Hereinafter referred to as "the Supplier" or "Trilateral",

And referred to jointly as "Parties".

## **Purpose of this Contract**

This Contract identifies specific Terms & Conditions related to the supply of cloud-based software as a service and related professional service. This Contract is governed by, and by reference includes, all the terms of the G-Cloud 12 Call-Off Contract executed separately by the Parties. Further, this Contract is governed by the Terms and Conditions included in Annex A.

The separate Call-Off Contract includes provision of the following to Buyer by Trilateral:

## **Software as a Service**

List software and prices to be included here

## **Supporting Services**

List software (line items)

## **Additional Services**

List any service purchased according to the rate card with reference to rate card governing services prices.

Completed in London, on DD Month YYYY in the English language, each Party acknowledged receipt of one original copy of the Contract;

For Trilateral Research Ltd.

For XXXXXXXXX

Kush Wadhwa, Director

Client Authorized Signatory Name, Title

Date, Signature (please insert below)

Date, Signature (please insert below)

## **Annex A: Additional Terms & Conditions**

### **1 CONFIDENTIALITY & PUBLICITY**

- 1.1 Each Party undertakes at all times to hold in confidence for the other Party, either during or after the termination of this Agreement, any trade secrets or 'information of a confidential nature' relating to the other Party, its business, its employees, its customers or suppliers, or any third party which may have been obtained in the course of this Agreement without first obtaining the written permission of the other Party.
- 1.2 'Information of a confidential nature' includes but is not limited to: information relating to business plans or dealings, technical data, existing and potential projects, financial information, dealings and plans, sales specifications or targets, customer lists or specifications, business developments and plans, research plans or reports, sales or marketing programmes or policies or plans, price lists or pricing policies, source codes, computer systems, software, designs, formulae, prototypes, past and proposed business dealings or transactions, product lines, services, research activities, belonging to or which relate to the affairs of the other Party; any document marked "Confidential" (or with a similar expression); any information which the Party has been told is confidential; any information which the Party has reason to believe might be confidential; and any information which has been given in confidence to the Party by a third party. This obligation shall not apply to any disclosures required by law or to any information in the public domain other than by way of unauthorised disclosure. Information of a confidential nature does not extend to information made publicly available.
- 1.3 The Parties agree not to disclose information of a confidential nature, as set out above. For the avoidance of doubt the confidentiality obligations shall survive for a period of 5 years any termination or expiration of this Agreement.
- 1.4 Trilateral may refer to Buyer in Trilateral's publicity material as being a Customer of Trilateral, but shall not, without Buyer's permission (which shall not be unreasonably refused), publicise Trilateral's work under this Contract. Buyer undertakes not to publicise work undertaken by Trilateral through the use of Trilateral's name without the prior consent of Trilateral, which consent shall not be unreasonably refused.

### **2 NON-COMPETITION**

- 2.1 During, and for a period of 24 months following the cessation of, the contractual relationship with the Supplier, neither party shall without the prior written consent of the other party, either directly or indirectly, induce or attempt to induce any employee, consultant, subcontractor or agent of the other party to terminate his or her relationship with the other party, or employ or offer employment to:
  - 2.1.1 any member, employee, consultant, subcontractor or agent of the other party; or
  - 2.1.2 any such person who has ceased to be employed or work for the other party in the last 6 months.
- 2.2 Prior written consent would have to be provided in a manner that the person so employed would not be in breach of any restrictive covenants agreed with Trilateral.
- 2.3 Any consent given by a party in accordance with Clause 2.1 shall be subject to the other party paying to the consenting party a sum equivalent to 20% of the then current annual remuneration of the consenting party's employee, consultant, subcontractor or agent or, if higher, 20% of the annual remuneration to be paid by the consenting party to that employee, consultant, subcontractor or agent.