

Metrea Mission Data

Metrea Mission Data Limited Terms and Conditions G-CLOUD 14 Cloud Support Services C4ISR Services

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1. INTRODUCTION

- 1.1 The purpose of this document is to detail Metrea Mission Data (MMD) terms and conditions for the delivery of MMD C4ISR Integration Services under G-Cloud 14 Cloud Support Services.

2. TERMS AND CONDITIONS

- 2.1 Lot 3 (Cloud Support Services) contains a range of consultancy services. MMD services are priced on a per day basis in accordance with MMD's rate card; however, in practice a service may be purchased by buying a block of days to deliver a specific deliverable on a fixed price basis.
- 2.2 The terms applicable to MMD's cloud support services are set out below. These set out the respective responsibilities of MMD and the Buyer to enable the Service to be specified, ordered and used successfully by the Buyer.
- 2.3 Rates quoted are maximum charges; reduced charges may be available for large volume commitments or for extended durations, depending upon the nature of the requirement.
- 2.4 A signed call-off contract is the method of placing orders under the G-Cloud 14 Catalogue. Orders can be placed by sending the completed order form to MMD at bidteam@mmd.metrea.aero.

3. NATURE OF THIS AGREEMENT

- 3.1 This is a master agreement and defines the terms under which MMD will undertake services for the Client as may be mutually agreed via a call-off contract.
- 3.2 The terms of this agreement do not of themselves oblige MMD to offer any work to a Buyer, nor for MMD to provide or the Buyer to accept or pay for any particular Lot 3 services. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the services or during any notice period. Where it is agreed between the parties that any Lot 3 services are to be provided, an order form, setting out the nature of the Services, the charging basis, and any other material terms will be produced by the Buyer for mutual agreement and a call-off contract will be concluded.
- 3.3 On production of an order form:
- If MMD accepts its terms it will promptly sign and return one copy to the Buyer
 - If MMD does not accept its terms it will promptly advise the Buyer.



- 3.4 Upon a call-off contract being signed by both parties, it will become binding on the parties.
- 3.5 A contract formed on the basis of a call-off contract referencing these terms is governed only by these terms, the call-off contract terms, the terms of the G-Cloud 14 Framework and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any purchase order or other such document from the Buyer is intended for MMD or the Buyer's own administrative purposes only and that notwithstanding its wording, neither a purchase order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 3.6 Either party may request change to the nature or scope of services covered by a call-off contract. Any such request shall be sufficiently detailed to enable the other party to assess the impact of the proposed change. No such change will become effective until agreed in writing between the parties by following the Variation Process.
- 3.7 This Agreement is not exclusive; the Buyer acknowledges that MMD enters into several agreements in the course of its business of providing services to its customers, MMD is and remains at liberty to also provide services to third parties; the Buyer is and remains at liberty to engage services (including similar services) from third parties. MMD reserves the right to decline to provide any advice and assistance outside the scope of the services as specified in the call-off contract agreed between the parties, even if MMD may previously have provided such additional advice and assistance.

4. SERVICES

- 4.1 MMD will provide services as agreed in call-off contracts, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care.
- 4.2 As an independent professional, MMD will not be subject to direction or control, and itself accepts the responsibility for the proper provision of services. It is MMD's responsibility to maintain adequate Professional Indemnity, Employer's Liability, and Public Liability insurance.
- 4.3 MMD is responsible for maintaining reasonable continuity in personnel providing services on its behalf, but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and MMD remains responsible for defining the scope of any services to be performed by a substitute, and in any event for all services performed on its behalf.



- 4.4 It is the Buyer's responsibility to afford MMD with such access, information and staff cooperation as MMD may reasonably require for the proper performance of any services, and for ensuring that all relevant Health and Safety policies, risks, information and relevant statutory compliance measures are disclosed to MMD.

5. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 'Deliverable' means a work produced by MMD in the course of services for delivery to the Buyer. Where the Buyer owns the intellectual property rights in respect of any Deliverable and MMD's pre-existing works are incorporated in that Deliverable, the Buyer has a non-exclusive irrevocable world-wide royalty free license to use modify and distribute such pre-existing works for the purposes of making use of the Deliverable only; all other rights in the pre-existing works are reserved.
- 5.2 MMD will indemnify the Buyer against infringement of third-party rights arising out of the proper use or supply of a Deliverable, provided that the Buyer notifies MMD of any relevant third-party rights promptly on such rights becoming known to or suspected by the Buyer.
- 5.3 Nothing shall prevent MMD from using techniques, ideas, and other know-how gained during the performance of services in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any Intellectual Property Rights of the Buyer.

6. CHARGES & PAYMENT

- 6.1 Estimates are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Buyer fails to operate correctly (save where the engagement itself is for the repair thereof).
- 6.2 Where applicable, milestone payments will be mutually agreed and set out in the call-off contract.
- 6.3 All sums due shall be invoiced and paid as specified in the call-off contract. The Buyer will pay MMD's invoices within 30 days.
- 6.4 In the event the Buyer wishes to vary any call-off contract following the Variation Process, MMD shall upon request from the Buyer submit a quotation to address the effects of any such variation including where relevant any necessary revision to payment milestones. Variations shall not be carried out until the parties have agreed the variations in writing.



6.5 If payment of any of MMD's invoices becomes overdue, MMD may suspend the provision of services and any agreed timescale will be automatically extended; MMD may also terminate this agreement and the relevant call-off contract for material breach should any payment be more than 14 days overdue.

6.6 For IT Health Check services, once a test has been confirmed as scheduled the testing resources time will be allocated and as such a cancellation fee may be charged for last minute cancellations to recoup lost testing days. For cancellations with two weeks' notice or less MMD may apply a cancellation fee of up to 35% of the total value of the test. For cancellations with one weeks' notice or less MMD may apply a cancellation fee of up to 70% of the total value of the test.

7. LIMITS OF LIABILITY

7.1 MMD is not liable for any loss or damage in excess of the higher of (a) £1,000,000, and (b) 125% of the total sums payable under a call-off contract, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

8. TERMINATION

8.1 Either party may terminate this agreement at any time when there is no active call-off contract, by immediate written notice.

8.2 Either party may terminate this agreement and any active call-off contract at any time if the other is in material breach or if the other becomes insolvent, by immediate written notice.

8.3 Any rights or obligations of a continuing nature shall survive termination.

9. FORCE MAJEURE

9.1 If either party is obstructed in performing any of its obligations under a call-off contract by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues.

Whilst performance is suspended and has been so for more than 7 days, either party may terminate that call-off contract by immediate written notice.

10. STAFF OBLIGATIONS AND THIRD-PARTY RIGHTS

10.1 Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. No person providing services is



expected or required to integrate into the Buyer's business organisation or employed workforce. Neither party seconds its employees or any of them to the other, nor is it the intention of either party to have or create an employee/employer relationship with the other. Each party will indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.

- 10.2 The Buyer will not employ, engage, or otherwise solicit any person who during the previous 6 months was an employee or sub-contractor of MMD and with whom such party had material contact in connection with services performed under any call-off contract, until 6 months after that call-off contract has terminated.
- 10.3 No third-party rights are intended to be conferred or created by this agreement or any call-off contract.
- 10.4 In this term, 'employees' includes, so far as the context permits:
- In the case of an LLP or partnership, its partners and employees
 - In the case of a company, its officers and employees.

11. CONFIDENTIALITY

- 11.1 Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret, and on termination (or sooner if required) will at the option of the owner thereof return or destroy such confidential information. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of this Agreement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

12. NOTICES

- 12.1 Any notice to be given by either party to the other shall be in writing and may be sent by recorded delivery to the address of the other and shall be deemed to be served 2 days following the date of posting.

13. LAW



- 13.1 These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

14. QUALITY

- 14.1 MMD is independently certified as ISO 9001 compliant, and seeks to maintain this certification through ongoing delivery of its services in accordance with the ISO 9001 quality scheme.
- 14.2 It is MMD's intention and quality commitment to the scheme that it shall adhere to the MMD Code of Ethics (a copy can be provided on request) and the scheme requirements at all times during the period of any engagement it has with its buyers. MMD strives to continually improve the quality, skill, and competency of the services it supplies and it is MMD's intention to provide its services in accordance with its contractual, statutory and regulatory requirements relevant to its business sector.
- 14.3 The scheme requires MMD to maintain a quality management system designed to ensure that its buyers' comments, both positive and negative, are recorded. MMD's records are subject to audit and affect its continued certification under the scheme.
- 14.4 As MMD aims to provide its clients with our best service at all times it is important to gain your feedback, and MMD invites you, entirely without obligation, to provide your comments.
- 14.5 Adherence to its commitments is a vital element of MMD's participation in the scheme. In the event that you believe that MMD has failed to meet the standards set out in this quality commitment, MMD asks that as a first step this is raised directly with MMD's representative with whom you have been dealing.
- 14.6 MMD's commitment is to endeavour to respond as soon as it is practicable to any issue that you raise in this way. By accepting MMD's proposal, it assumes acceptance of our quality commitment.