

Professional Services – Statement of Work for [Customer]

Pathfinder Migration Discovery

G-Cloud 14



Document Name	Professional Services – Statement of Work for [Customer]
Project Name	Pathfinder Migration Discovery
Version Number	1.0
Document Release Date	Click or tap to enter a date.



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Cloudhouse Technologies Limited

One Ariel Way

London

W12 7SL

Tel: +44 20 3515 1505

Reg. Number: 0736 0219

Email: info@cloudhouse.com

WWW: www.cloudhouse.com



Document Details

File Details

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Version	Date	Author/Editor	Details
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Related Documents

Document	Author	Version
Pathfinder Assessment Report	Professional Services Dept.	1.0
Pathfinder End to End Process	Professional Services Dept.	1.0
Professional Services Dept.	Professional Services Dept.	1.0
Guardian Agent Installer	Professional Services Dept.	1.0



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1 Introduction

This Statement of Work ('**SoW**') is made between Cloudhouse Technologies Ltd. ('**Supplier**') and [Customer] ('**Client**'). This SOW is entered into pursuant to a call-off contract between Cloudhouse and the Customer ('**Call-Off Contract**') under the G-Cloud 14 Framework ('**G-Cloud 14 Framework**'). For the purposes of the Call-Off Contract and G-Cloud 14 Framework, this SOW shall constitute Supplier Terms (as defined in the Call-Off Contract and the G-Cloud 14 Framework).

This document outlines the methodology, guiding principles, description of services, and assumptions necessary to deliver a successful engagement. A comprehensive set of Services, including application discovery, packaging, testing, and deployment advice are also included as part of this Service Offering at no additional cost.

1.1 Background

The Cloudhouse Pathfinder service ('**Pathfinder**') is a cross-platform solution that facilitates cloud migration and modernisation efforts. Pathfinder works by collecting configuration data from source IT Assets ('**Server Nodes**') and validating them against predefined target values ('**Policy**').

When a Client is in the process of, or considering, cloud migration and/or infrastructure modernisation, the Client may already be engaging with a Cloud Vendor or Integrator, but not yet have an understanding of the effort required to migrate their legacy Windows applications. The Client expects some Windows applications to present migration challenges, but cannot quantify the migration options for each application, and thus cannot assess the budget required for a successful migration.

The Client would benefit from an independent baseline analysis, in order to pick the best path for migrating their legacy Windows applications to the cloud. The **Pathfinder Assessment**, powered by Cloudhouse Guardian software technology, would enable the Client to scan the applications installed on their Windows servers using the Guardian Agent. The scanned data would then be uploaded securely to Cloudhouse for analysis. Once all the data is received, Cloudhouse will analyse it and produce a **Pathfinder Assessment Report**.

The Pathfinder Assessment is an analysis of all the scanned data, with the report breaking it down into a classification system that identifies each OS by its version, type, bitness, application compatibility, alongside any OS or IPU issues that have been identified. The Pathfinder Assessment Report categorises the appropriate migration options for each Operating System ('**OS**') by compatibility risk level:

- **Low** – indicates that there is an in-place upgrade available, with no issues identified for the OS or upgrade requirements.
- **Medium** – indicates that there is an in-place upgrade available. However, there is a potential issue with the OS that may cause additional upgrade requirements.



- **High** – indicates that there is an in-place upgrade available. However, there is an issue with the OS that may cause additional upgrade requirements.
- **Very High** – indicates that there may or may not be an in-place upgrade available, as an issue with the application and/or upgrade requirements have been identified. As a result, application packaging is required to ensure a successful upgrade.
- **Critical** – indicates that there is an issue with the application and/or upgrade requirements. As a result, application packaging is required to ensure a successful upgrade.

The report also contains supporting data that can be used to make an informed decision about what modernisation approach to take, which routes are available for either an on-premise upgrade or cloud migration.

1.2 Overview

[To be filled in with client info on **why the project is happening**. Alternatively, **remove if not required**.]

1.3 Objective

The objective of this SoW is to provide value to the Client by scanning and discovering their IT estate, identifying Windows assets for modernisation and migration, using the Pathfinder service to:

- Assist the Client with understanding their IT estate and define the scope of a modernisation programme, with a focus on legacy Windows workloads.
- Categorise and prioritise identified IT assets, according to the length of technical debt.
- Define a recommended migration strategy for legacy Windows Applications.
- Enable better decision making for architectural designs for the target platform.
- Increase budget accuracy and resource forecasting.
- More accurately plan and forecast timescales to deliver the modernisation programme.



1.4 Contact Details

The contact details of both the Supplier and Client are provided in the table below.

Company	Name	Title/Role	Email Address
Cloudhouse	Alex Turner	Head of Professional Services (Project Sponsor)	Alex.Turner@Cloudhouse.com
Cloudhouse	Mark Gilliland	Sales Director	Mark.Gilliland@cloudhouse.com
Cloudhouse	Kashif Nazir	Technical Manager	Kashif.Nazir@Cloudhouse.com
Cloudhouse	Nelem Kumari	Engagement Manager	Nelem.Kumari@Cloudhouse.com
[Customer]	Enter value	Enter value	Enter value
[Customer]	Enter value	Enter value	Enter value



2 Scope of Service

This section describes what is in and out of scope of the agreed Pathfinder service, including the server nodes, components, and services.

2.1 In Scope

This section describes what nodes and services are in scope for this SoW.

2.1.1 Nodes

The following infrastructure nodes are to be onboarded to Pathfinder for discovery.

Infrastructure Node Type	No. of Nodes
Windows Server 2012	Enter value
Windows Server 2008 R2 or later	Enter value

2.1.2 Deployment

The Pathfinder service will be deployed to the following location(s).

Service	Location
Guardian Appliance	Enter value

2.2 Out of Scope

This section describes what services are out of scope for this SoW. Any server node(s) that are not included in this SoW are not included in this service.

2.2.1 Services

Each of the following services are out of scope for this SoW:

- Project management outside of that which is detailed in this SoW.
- Any components or node types not specifically named in this document. Unless otherwise agreed upon between the Client and Supplier Project Managers.
- Hosting services, hardware, or software licensing of any kind. Except hosting of the Pathfinder Appliance, which may be provided as part of the End-User License Agreement (EULA).
- Linux servers.
- Network devices.



3 Description of Service

This section describes the Pathfinder service, including the expected timeframe, phases, and tasks that are required to be completed.

3.1 Service Timetable

The Commencement Date for the Supplier Services delivered under this SoW will be jointly agreed between the Client and Supplier Project Managers upon receipt of the Purchase Order ('PO') by Supplier. All Services delivered under this SoW shall be completed within [Months] of the Commencement Date – unless otherwise agreed by Client and Supplier during the Project Plan phase.

3.1.1 Deployment Effort – recreate for each project

The following sample timeline outlines the predicted project deployment effort by the Cloudhouse Professional Services department. For more information about the Client-specific dependencies for this project's deployment effort, see [Service Dependencies](#).

Add High Level Timeline



3.2 Service Tasks

The tasks required to be undertaken by both the Supplier and Client are outlined in the table below. The precise timeline of these tasks will be jointly agreed between the Client Project Manager and Supplier Project Manager.

Task Description	Requirements	Task Ownership
Project Initiation	Identification of scope, tasks, plans, milestones	Joint
	Confirm role and responsibility assignment, see Section 7 Roles and Responsibilities for more information	Joint
	Agree on plan for governance and reporting	Joint
	Planning workshop to prioritise and categorise the target architecture	Joint
	Architecture workshop to confirm the target architecture for data collection of target server node types	Joint
Platform Set Up	Set up the Guardian Virtual Appliance	Joint
	Set up prerequisites on target server nodes	Joint
	Install the Guardian Agent	Joint
Discovery	Scan target server nodes	Supplier
Analysis	Categorise all servers by discovered components. For example, web server, database server, application server, auth server, etc	Supplier
	Identify discovered components. For example, applications or prerequisites installed on servers	Supplier
	Categorise discovered components. For example, Low, Medium or Critical, based on expected complexity to migrate	Supplier
Report	Prepare Pathfinder Assessment Report	Supplier



3.3 Service Phases

There are five phases to the Pathfinder service in total. The table below describes each phase, including each of the pre-requisites associated with it.

Phase Name	Phase Description	Client Prerequisites ¹
Platform	During the platform phase, the Guardian Virtual Appliance is deployed. The Client reviews the server nodes to ensure that the servers meet the minimum specification and remediates, where required. The Guardian Agent is installed and registered to work with the Guardian Appliance	Client Infrastructure SME confirmed availability
		Technical workshop to agree the platform configuration
		Topology diagrams provided to Supplier, if required
		Client firewall configuration
Discovery	The Guardian Agent is installed on all target nodes, see 'Guardian Agent Installer' documents for more information on how to do this. The target nodes that are in scope for this SoW are scanned by Pathfinder and uploaded to Guardian. Policies are configured for data discovery and collection	The scope of nodes to be scanned is determined
		Client Infrastructure SME confirmed availability to support additional configuration
Analysis	The data scanned by Pathfinder is analysed. The appropriate migration options are categorised by compatibility risk level: Low/Medium/High/Very High/Critical. Suitability for cloud migration is assessed. Components are divided into two categories: requires rehosting, or Alchemy Application Compatibility Packaging service. Triage servers are also analysed	Data collection goals for categorisation are clearly defined
Report	Migration Roadmap is created. The results of the data scanned by Pathfinder are documented in the Pathfinder Assessment Report. Report and recommendations are presented to Client	Client availability to attend presentation discussing the Pathfinder Assessment Report findings

¹ For a more in-depth explanation of the Client Prerequisites, refer to the 'Pathfinder End-to-End Process' document.



Phase Name	Phase Description	Client Prerequisites ²
Close	The Pathfinder service is decommissioned, including the Guardian Agent. Any Client data gathered during the Discovery phase is destroyed and a Data Destruction Certificate is submitted to the Client, confirming the Client data has been permanently deleted from the Guardian Appliance. Project Sign Off acceptance criteria is met; project is approved as 'Closed' by both party's Project Sponsor	Client Infrastructure and Network SMEs are responsible for the decommission of the Client infrastructure and removal of specialist configurations.
		Client Project Sponsor is assigned to the project for project governance and approvals

² For a more in-depth explanation of the Client Prerequisites, refer to the 'Pathfinder End to End Process' document.



4 Dependencies and Risks

This section describes the dependencies and risks associated with the Pathfinder service.

4.1 Dependencies

The following section outlines the dependencies for each phase of this SoW, including who is responsible for ensuring each dependency is met.

Phase	Description	Ownership
Platform	Client is responsible for creating a baseline list of server nodes that are in scope, ready to be scanned	Client
All	Client and Supplier are both responsible for agreeing upon the timeline for any Client change control and/or Client-owned tasks during project planning	Joint
All	Client is responsible for completing all Client-owned tasks, as described in Section 3.2 Service Tasks , within the timeframe agreed between the Supplier and Client Project Managers	Client
All	Client creates and takes sole responsible for the operations of all server nodes in scope, except for the Guardian Appliance hosted by Cloudhouse	Client
Platform	Client is responsible for ensuring that the server nodes meet the required minimum specification for the Guardian Agent to be installed, as outlined in section 5 Server Node Requirements	Client
All	Client ensures that infrastructure and network SMEs are available to assist the Supplier with discovery, planning, deployment, and configuration of Pathfinder. The required availability will be jointly agreed upon by the Client and Supplier Project Managers	Joint
Report	Client ensures that an SME is available to review and sign off on the documented discovery data. The required availability will be jointly agreed upon by the Client and Supplier Project Managers	Joint
All	Client ensures that the relevant Client staff are available to attend scheduled Pathfinder meetings. The required availability will be jointly agreed upon by the Client and Supplier Project Managers	Joint
All	Client provides a Project Sponsor for governance, management, and escalation purposes	Client
All	Client Project Manager is responsible for any internal Change Advisory Board or similar mandated submissions	Client
Discover	Client provides any required License Keys, TLS certificates, and application files as needed, in order to access and operate the application(s) mentioned.	Client



4.2 Risks

The following section outlines the potential risks associated with this service, including who is responsible for ensuring each risk is mitigated.

ID No.	Risks	Owner
PR01	To be completed for each new engagement.	
PR02		
PR03		



5 Server Node Requirements

There are several **server node** requirements that must be met in order to install the Guardian Agent. Depending on what version the OS is running on, Microsoft Windows Server 2008 R2 or 2012 R2, those requirements will vary.

5.1.1 Windows Server 2008 R2

For Microsoft Windows Servers using version 2008 R2, the following server node requirements apply:

- Microsoft .NET Framework 4.5.2 (or above)
- Microsoft Visual C++ 2015 Redistributable
 - This is included and installed as part of the Guardian Agent Installer
- PowerShell (Windows Management Framework) version 3 (or above)
- HTTPS Port 443 for outbound connectivity to Pathfinder Appliance.

5.1.2 Windows Server 2012 R2

For Microsoft Windows Servers using version 2012 R2, the server node requirements are lessened, as several of the requirements are included as part of the standard framework:

- Microsoft .NET Framework 4.5.2 (or above) **enabled**
 - This is included and installed as part of Windows Server 2012
- Microsoft Visual C++ 2015 Redistributable
 - This is included and installed as part of the Guardian Agent Installer
- PowerShell (Windows Management Framework) version 3 (or above) **enabled**
 - This is included and installed as part of Windows Server 2012
- HTTPS Port 443 for outbound connectivity to Pathfinder Appliance.



6 Deliverables

The Supplier shall deliver each of the following requirements for each node and component, as outlined in Section [2.1 In Scope](#), of this SoW:

- 'Pathfinder End to End Process' document is supplied to the Client to assist with deployment of the Pathfinder product in the Client environment.
- The Pathfinder service, powered by Cloudhouse Guardian software, is deployed.
- Each in scope server node and all data collected is scanned by Pathfinder, analysed, and categorised in the Pathfinder Assessment Report.
- The Pathfinder Assessment Report is created, disseminated, and presented to the Client.



7 Roles and Responsibilities

Each project task and the corresponding responsibilities of both the Client and Supplier are outlined in the table below, according to a responsibility assignment matrix (RACI matrix).

Project Tasks	Supplier	Client
Guardian Virtual Appliance Provisioned	R & A	C & I
Sever Nodes Meet the Min. Requirements	C & I	R & A
Guardian Agent Installed onto the Server Nodes	C & I	R & A
Scanning and Discovery	R & A	C & I
Policies Configured for the Discovery Data	R & A	C & I
Prepare and Present the Discovery Report	R & A	C & I

R = Responsible

A = Accountable

C = Consulted

I = Informed



8 Pathfinder Environment

The execution of this SoW is dependent on the availability, and access to, the Pathfinder platform. The Client is responsible for setting up the Pathfinder platform and meeting the below requirements, in conjunction with the Dependencies outlined in [Section 4.1](#), in order for the Supplier to commence any Supplier-owned tasks.

Note: Supplier will provide the Client with a 'Pathfinder End to End Process' document to assist with setting up the Pathfinder platform.

8.1 Requirements

The Client is required to complete the following:

- Confirm each of the server node requirements are met, see [Server Node Requirements](#) for more information.
- Collaboratively assist Supplier with setting up the Guardian Appliance.
- Install the Guardian Agent on each of the target nodes.

The timeline for when each server will be available, the access model, and the agreed hosting location will be jointly agreed by the Client and Supplier Project Managers.



9 Acceptance

This service shall be deemed accepted once all in scope Client data has been collected, analysed, and categorised. Each migration option will be categorised by compatibility risk level and supplied to the Client by the Supplier in the Pathfinder Assessment report.

Note: Acceptance shall only be confirmed in writing from the Client to the Supplier.

9.1 Acceptance Criteria

The following criteria will be met as part of the project's implementation:

- Each server node is analysed and categorised in the Pathfinder Assessment Report.
- The Pathfinder Assessment Report is created, disseminated, and presented to the Client.



10 Project Governance

The Supplier provides project management following its Engagement Model for all projects, to ensure they are delivered on time, to budget, and to quality. A Supplier Engagement Manager is then assigned and responsible for the Engagement Delivery.

10.1 Status Reporting

The Supplier Project Manager will have a regular online meeting with the Client Project Manager to discuss progress, issues, and next steps. The exact time and day of this call will be jointly agreed by the Supplier Project Manager and the Client Project Manager. Should an urgent issue that threatens the success or delivery timescale arise, then either party can request an ad-hoc meeting to discuss a potential resolution.

10.2 Change Control

Either party may raise change control notices against the project. Change notices should be presented to the Project Manager of the relevant party in the first instance. Either party has **five working days** to respond to a change notice.

10.3 Escalations

If, at any point during the project, the Client Project Manager or Supplier Project Manager are unable to come to an agreement on a decision that affects this SoW, the matter will be escalated to the Client Project Sponsor and the Supplier Project Sponsor. A meeting will be arranged to discuss and agree a stance to resolve the escalated problem.



11 Data Protection

The Supplier staff are bound to non-disclosure of any Client data that they may see or encounter. If Supplier is incorrectly supplied personal or otherwise sensitive data by the Client, Supplier will alert the Client Project Manager and the Client employee who sent the data to agree on a disposal method.

If the Supplier needs to access a system which holds live Client data, then the Client Project Manager will be made aware, and can advise on the required security steps to be taken. It is the responsibility of the Client to ensure confidential or restricted data is not provided to the Supplier.

If the Client has any specific GDPR requirements that they wish Supplier to undertake, the Client should make Supplier aware as soon as possible so that any necessary adaptations to the project can be made. The Client will not have access to any personal or sensitive Supplier data.

11.1 Data Retention

By default, the Client data retention period is 30 days from the release of the Pathfinder Assessment Report, unless otherwise agreed during the Project Plan phase. For more information on how Cloudhouse handles your data, refer to the 'Pathfinder Assessment – Data Handling and Dependencies' document.



12 Service Effort and Financial Terms

The following section outlines the effort and financial terms of the service provided in this SoW.

12.1 Service Effort

The Supplier working day is 9am to 5:30pm UK time, Monday to Friday, excluding UK bank holidays. All work to be conducted by Supplier, as described in this SoW, is to be performed remotely. Out of hours working, Security Cleared resources, site visits, or similar special requests are subject to additional costs and possible changes to timescales. Any additional expenses incurred shall be agreed in advance between Supplier and Client. Any travel expenses are dependent upon the Client providing Supplier a Purchase Order ('PO') in advance of any bookings being made. Any travel costs agreed upon will be invoiced and paid for by Client.

12.2 Service Financial Terms

The associated charges are provided under quote No. XXXXXX.

This Service is based on an agreed volume of Professional Services Days to support the Migration Discovery. Additional days may be purchased under project change control via the framework.



13 Software License Terms

This SoW covers the delivery of Services from Supplier to the Client. Usage and deployment of the Pathfinder Service, powered by Guardian, in any way is subject to the agreement and execution of the Cloudhouse End User License Agreement (EULA) by the Client.



14 Statement of Work Authorisation

Executed as an agreement between the following parties.

Supplier

Name of Authorised Representative _____

Title of Authorised Representative _____

Signature of Authorised Representative _____

Signature Date _____

Client

Name of Authorised Representative _____

Title of Authorised Representative _____

Signature of Authorised Representative _____

Signature Date _____



15 Terms and Conditions

This Statement of Work is governed by the Terms and Conditions set out below.

1. Interpretation – The following definitions and rules of interpretation apply in these Conditions.
 - 1.1. Business Day: a day other than a Saturday, Sunday or public holiday, when banks are open for business.
 - 1.2. Charges: the charges payable by the Client to the Supplier for the supply of the Services in accordance with section 6.
 - 1.3. Conditions: these Terms and Conditions.
 - 1.4. Contract: the contract between the Supplier and the Client for the supply of the Services as set out in this SoW forming part of the Call-Off Contract.
 - 1.5. Commencement: the date from which the delivery of the Services is considered to start.
 - 1.6. Client: the person or firm who purchases the Services from the Supplier.
 - 1.7. Deliverables: the Deliverables, if any, set out in this Contract.
 - 1.8. Services: the Services, including the Deliverables, supplied by the Supplier to the Client as set out in this SoW. 'Statement of Work' or 'SoW': a statement of work order issues by the Supplier, setting out details of the Supplier, Client, Services, Deliverables, Chargers and other relevant provisions, incorporating these Conditions, signed by the Client and Supplier.
 - 1.9. Supplier: Cloudhouse Technologies Ltd, registered in England and Wales with company number 07360219. Work Products: interim materials and documents provided to the Client by the Supplier used to create the Deliverables.
 - 1.10. Cloudhouse 'Software' refers to Cloudhouse Guardian Software Application. Section headers such as Deliverables are also used as Terms.
2. Basis of Contract
 - 2.1. The Contract shall come into existence by the written acceptance by the Client of the SOW(which may take the form of the issue of a purchase order or entering into the Call-Off Contract). These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate (in a purchase order or otherwise), or which are implied by trade, custom, practice, or course of dealing, save for any applicable terms of the Call-Off Contract and/or G-Cloud 14 Framework which apply to the Contract.
3. Commencement
 - 3.1. The delivery of this Contract Commences on receipt of by the Purchase Order by Supplier of the Statement of Work duly signed by Client, subject to a lead time notification by Supplier. In addition, Commencement can be delayed by up to 4 weeks by mutual agreement of the Client and the Cloudhouse Engagement Manager.
4. Supply of Services
 - 4.1. The Supplier shall supply the Services to the Client in accordance with this Contract and the SOW in all material respects.
 - 4.2. The Supplier shall use all reasonable endeavours to meet any performance dates specified in this Contract, but any such dates shall be estimates only.
 - 4.3. The Supplier warrants to the Client that the Services will be provided using reasonable care and skill and in accordance with good industry practice and all applicable laws, including anti-bribery and modern slavery laws.
5. Client's Obligations
 - 5.1. The Client shall:
 - 5.1.1. Co-operate with the Supplier in all matters relating to the Services;
 - 5.1.2. Provide the Supplier with access to the Client's premises, office accommodation, other facilities and employees as reasonably required by the Supplier;



- 5.1.3. Provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 5.1.4. Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 5.1.5. Comply with all applicable laws; and
 - 5.1.6. Comply with any additional obligations as set out in this Contract.
6. Charges and Payment
- 6.1. The Charges for the Services are set out in a separate quote provided under separate cover or as specified in the Call-Off Contract.
 - 6.2. The charges for the Services shall be calculated in accordance with this Contract.
 - 6.3. The Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of Services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
 - 6.4. The Client shall pay the Supplier in full within 30 days upon receipt of any invoices in GBP (or other currency agreed by Supplier) and in cleared funds to a bank account nominated in writing by the Supplier.
 - 6.5. All amounts payable by the Client under the Contract are exclusive of amounts in respect of Value Added Tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
 - 6.6. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
7. Intellectual Property Rights
- 7.1. All intellectual property rights (IPR) in or arising out of or in connection with the Services including the Deliverables (other than IPR in any materials provided by the Client) and the Work Products (Supplier IPR) shall be owned by the Supplier.
 - 7.2. Subject to payment of the Charges, the Supplier grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables and any Supplier IPR incorporated into any Deliverable (excluding materials provided by the Client) and other Work Products for the sole purpose of receiving and using the Services and the Deliverables in its business for its own internal business purposes.
 - 7.3. The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2 without the Supplier's prior written consent.
 - 7.4. The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the duration of the Contract for the purpose of providing the Services to the Client.
8. Limitation of Liability
- 8.1. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - 8.1.1. Death or personal injury caused by negligence;
 - 8.1.2. Fraud or fraudulent misrepresentation; and
 - 8.1.3. Breach of the Terms implied by section 2 of the Supply of Goods and Services Act (1982 title and quiet possession).
 - 8.2. Subject to clause 8.1, the Supplier's total liability to the Client under the Contract shall not exceed an amount equal to the Charges. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
 - 8.3. Subject to clause 8.1, the Supplier shall not be liable for the following types of loss:



- 8.3.1. Loss of profits or revenue;
- 8.3.2. Loss of sales or business;
- 8.3.3. Loss of agreements or contracts;
- 8.3.4. Loss of anticipated savings;
- 8.3.5. Loss of use or corruption of software, data, or information;
- 8.3.6. Loss of or damage to goodwill; or
- 8.3.7. Indirect or consequential loss.
- 8.4. The Supplier has given commitments as to compliance of the Services with relevant provisions in section 4. In view of these commitments, the Terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.5. This section (8. Limitation of Liability) shall survive termination of the Contract.
- 9. Termination
 - 9.1. Where the Contract is capable of termination for convenience, as specified in the SOW, without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party such written notice as may be specified in the SOW.
 - 9.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 9.2.1. The other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
 - 9.2.2. The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 9.2.3. The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 9.2.4. The other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
 - 9.3. The Contract shall automatically terminate on the earlier of the termination or expiry of the Call-Off Contract.
 - 9.4. Termination or expiry of the Contract pursuant to these Conditions shall not affect the continuance of the Call-Off Contract.
 - 9.5. Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d), or the Supplier reasonably believes that the Client is about to become subject to any of them.
- 10. Consequences of Termination
 - 10.1. On termination of the Contract:
 - 10.1.1. The Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - 10.1.2. The Client shall return all the Supplier's materials in its possession and any Deliverables which have not been fully paid for.



- 10.2. Termination or expiry of the 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 Contract which existed at or before the date of termination or expiry.
- 10.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
11. General
- 11.1. Force Majeure
- 11.1.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2. Assignment and Other Dealings
- 11.2.1. Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the other party.
- 11.3. Confidentiality
- 11.3.1. Each party may be given access to confidential information concerning the business, products, technology, IPR, affairs, customers, clients, or suppliers of the other party and shall keep such information secret and confidential.
- 11.3.2. Each party undertakes that it shall not at any time disclose such confidential information to any person, except as permitted by clause 11.3.3.
- 11.3.3. Each party may disclose the other party's confidential information:
- 11.3.3.1. To its employees, officers, representatives, subcontractors, or advisers (Representatives) who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its Representatives to whom it discloses the other party's confidential information are subject to obligations of confidentiality no less stringent than this clause 11.3 and comply with this clause 11.3, as if they were the recipient. Each party shall be liable for the actions or omissions of its Representatives in relation to the confidential information as if they were the actions or omissions of the party.
- 11.3.3.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3.4. Neither party shall use the other party's confidential information for any purpose other than for the purposes of the Contract and to perform its obligations under the Contract.
- 11.4. Entire Agreement
- 11.4.1. The Contract (comprising the Statement of Work), Call-Off Contract and G-Cloud 14 Framework constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 11.4.2. Each party acknowledges that in entering into the Contract it does not rely on, and 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 Contract, Call-Off Contract or G-Cloud 14 Framework (as the case may be). Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract, Call-Off Contract or G-Cloud 14 Framework (as the case may be).
- 11.4.3. Nothing in this clause shall limit or exclude any liability for fraud.
- 11.5. Variation
- 11.5.1. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised Representatives).
- 11.6. Waiver



11.6.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7. Severance

11.7.1. If any provision or part-provision of the Contract 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 the Contract.

11.8. Notices

11.8.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in this Contract or otherwise notified to the other party.

11.8.2. Any notice shall be deemed to have been received:

11.8.2.1. If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

11.8.2.2. If sent by next working day delivery service, at the time recorded by the delivery service; and

11.8.2.3. If sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8.2.3., business hours means 9.00am to 5.00pm England, Monday to Friday on a day that is not a public holiday in the place of receipt.

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

11.9. Third-Party Rights

11.9.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third-Parties) Act 1999 to enforce any term of the Contract.

11.10. Governing Law

11.10.1. The Contract, 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.

11.11. Jurisdiction

11.11.1. 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 the Contract or its subject matter or formation.

11.12. Conflict

11.12.1. In the event of a conflict between the SoW, these Conditions, the Call-Off Contract, and/or the G-Cloud 14 Framework, the controlling order of the provisions and/or documents shall be determined in accordance with clause 8.3 of the G-Cloud 14 Framework. In the event of a conflict between the SoW (other than these Conditions) and these Conditions, the controlling order of the provisions and/or documents shall be: (i) the SoW; and then (ii) these Conditions.