

A vertical banner on the left side of the page features a nighttime photograph of a city skyline. Several tall skyscrapers are illuminated with blue and white lights, their reflections visible in the water in the foreground. The NIAXO logo is positioned at the top of this banner.

NIAXO

innovation to insight

The NIAXO
Secure
Platform for
Analytics

Visit: niaxo.co

GCloud 14

Lots 2 Cloud Software and Lot 3 Cloud Support

Terms & Conditions

NIAXO Ltd
V1.0 Final
dated 03 Apr 24

Agreement with GCloud Terms and Conditions

NIAXO confirms agreement with GCloud Terms and Conditions (Ts&Cs).

Payment

NIAXO requires payment in full, by electronic transfer, within no longer than 30 days from the date of agreed invoice. Invoices are sent electronically as a pdf or via P2P. Late settlement of an invoice may incur interest at our discretion. Sustained non or overdue payment may be pursued legally, with recovery of costs and interest.

NIAXO may agree a discount/rebate against an invoice that is agreed with the client to be, and is confirmed as being, paid within 7 or 14 days.

Payment schedules and amounts shall be in accordance with GCloud14 Ts&Cs or as negotiated and agreed if not directed.

Contract Length

Lot 2 - The minimum contract is for 12 months. A notice period shall apply and be agreed between both parties.

Lot 3 – there is no minimum contract period, notice periods shall generally be no less than 1 month but may be subject to negotiation and agreement.

Travel and Subsistence

Our prices shall include Travel and Subsistence (T&S) costs for delivery at the stated or agreed work site for any work package. Where NIAXO must visit other client or stakeholder sites in the delivery of the projects, away from the agreed site, T&S will be agreed in advance and charged for, supported by a receipt where possible (i.e. not for mileage).

T&S rates are based upon HMRC approved rates;

- NIAXO consultants will use public transport where possible, rail travel shall be standard class except for journeys including and over 3 hours in duration, when First Class travel can be used. NIAXO may decide it is efficient to use First Class.
- Mileage shall be charged at HMRC MMA rate of 0.45ppm.
- Air travel shall be economy class except for flights including and over 4 hours in duration, when business class travel can be used.
- Accommodation of no less than 3* or equivalent shall be used if required. This includes breakfast and evening meals and may include one drink.
- Bus and underground/metro fares shall be charged as actuals supported by a record / receipt such as Oyster Journey History.
- Taxis may be used in extremis and charged as actuals supported by a receipt or expurgated bank statement.
- Costs may be reclaimed, with supporting documentation and justification,

where significant use of Portable User Input Devices for calls or data downloads in direct support of the project are required that incur cost.

Intellectual Property

NIAXO has considerable Intellectual Property (IP) and it is constantly evolving.

- Where NIAXO bring IP to a project, NIAXO retain all rights to it.
- Where NIAXO create new IP in the project of their own volition, NIAXO retain all rights to it but may agree sharing/free access with/for the client.
- Where NIAXO are paid to support the client's IP as part of a project the client retains rights to it.

Data Protection and Privacy

Data shall be protected in accordance with extant legislation and regulations. NIAXO will be cognisant of local / client policy and process. Wherever possible NIAXO do not hold client data on NIAXO infrastructure. NIAXO has a highly active and managed GDPR Compliance regime. NIAXO will at the initial meetings for any contract agree access, processing and storing of data.

The client owns and manages their data.

NIAXO will apply the more rigorous of NIAXO's or the clients' data management, privacy and protection regimes and processes.

Business Ethics

All NIAXO directors and staff and any supplier agree to our policy on business ethics. No employee of NIAXO Ltd, any associate or supplier of any service or capability may offer or take any inducement of any sort, at any time to gain business or personal advantage, or to imply such for past, present or future projects with any client or prospective client their relations, employees, suppliers, associates or sub-contractors.

Duty of Care and Health and Safety

NIAXO retains a Duty of Care to its' employees and those attending its premises for any reason, subject to employees and persons taking all reasonable precautions and actions to ensure their and others safety and well-being. NIAXO expect the same from all other clients and partners with whom NIAXO work or premises NIAXO attend. NIAXO shall comply with client H&SW policy and process where presented, unless NIAXO H&SW policy is more stringent.

Security and Cyber Essentials

NIAXO is Cyber Essentials Plus accredited.

NIAXO extensively supports public sector bodies and apply exacting standards of data

protection for our and others personal and business data and information, guided by ISO 27001 with which accreditation is planned. NIA XO security policy and processes have been informed by UK NCSC guidance.

NIAXO has developed Security Operating Procedures (SyOPs) which state policy on information and data governance, security classifications, handling, storage and destruction. NIA XO SyOPs apply to work when in our office, at a client office, working from home or when travelling. NIA XO apply policies and processes to all work for all clients and expect clients to apply similar policy and process to all data and information NIA XO provide for any reason. NIA XO will comply with such physical, information and personal security policy and process presented to us by a client.

Where a Security Aspects Letter (SAL) is issued, NIA XO shall review SyOPs or develop Project Specific SyOPs if required.

NIAXO consultants are UK Government Security Checked (SC) and some are higher level Developed Vetting (DV) cleared.

Quality and Compliance

NIAXO quality processes are guided by ISO 9001, with which accreditation is planned.

NIAXO environmental policy and processes are guided by ISO14001, with which accreditation is planned.

NIAXO works extensively with UK Central Government, departments, trading funds and agencies in the data and information domain and complies with the GDSS and Technology Code of Practice.

If you wish to find out more about NIA XO Secure Platform for Analytics or other services offered including SPA Ecosystem NIA XO provided and developed “Apps” and applications including Elastic, Qlik sense, QuickSight and CKAN please contact

gcloud@niaxo.co

