



Implementation Services Agreement for G-Cloud 14 Framework

This Implementation Services Agreement for G-Cloud 14 ("Agreement") is made and entered into as of [Effective Date], by and between:

Concept Care Solutions Limited, a company registered under the laws of the United Kingdom, having its principal place of business at 58 High Street, Watford, WD17 2BS United Kingdom ("Supplier"),

and

[Buyer], a government entity registered under the laws of the United Kingdom, having its principal place of business at [Buyer's Address] ("Client" or "Buyer").

1. Background

This Agreement sets forth the terms and conditions under which Supplier will provide technology services to Client. Client desires to engage Supplier to provide implementation services under the UK Government's G-Cloud 14 framework for Google Cloud services, and Supplier is willing to provide such services, subject to the terms and conditions of this Agreement.

2. Services

2.1 Scope of Services: Supplier shall provide the technology services as described in the G-Cloud 14 Framework Agreement, Framework reference: RM1557.14, Lot 3 - Cloud Support, for the Buyer's agreed scope to be defined as described in the Supplier's Service Definition submission. Any additional services not included in the scope shall be subject to a separate agreement.

2.2 Service Level Agreements: The parties agree to adhere to a service level schedule that is to be defined.

2.3 Change Control: Any changes to the scope of services must be documented in writing and approved by both parties in writing.

3. Fees and Payment

3.1 Fees: Client shall pay Supplier the fees as agreed to in the Pricing Document for the Services provided, including any applicable taxes.

3.2 Invoicing and Payment: Supplier shall invoice Client according to the payment schedule outlined in the G-Cloud 14 Framework Agreement. Buyer shall make payment within [number] days of receiving an invoice.

3.3 Late Payments: In the event of late payment, Buyer shall pay interest on the overdue amount at a rate of [percentage] per annum or the maximum rate permitted by law, whichever is lower.

4. Term and Termination

This Agreement shall commence on [Start Date] and shall continue in effect until [End Date] or until terminated by either party with 30 days' written notice. Either party may terminate this Agreement for cause if the other party materially breaches the terms of this Agreement and fails to rectify such breach within 30 days of written notice.

5. Confidentiality

Both parties agree to maintain the confidentiality of the information shared during the term of this Agreement and for five years after its termination. Information shall not be shared with third parties without prior written consent.

6. Intellectual Property

Supplier retains all rights, title, and interest in its intellectual property (IP). IP includes, but is not limited to, any assets, services, inventions, works of authorship, designs, trade secrets, proprietary information, and related documentation developed by or for Supplier prior to or outside of the execution of this Agreement. The Customer acknowledges that no rights in Supplier's IP are transferred under this Agreement.

7. Data Protection and Security

7.1 Data Protection: Supplier shall comply with all applicable data protection laws and regulations in the performance of the Services.

7.2 Security Measures: Supplier shall implement and maintain appropriate security measures to protect Client's data from unauthorised access, disclosure, alteration, or destruction.

8. Warranties

Supplier warrants that services will be performed in a professional manner according to industry standards.

9. Liability and Indemnification

Supplier's liability under this Agreement shall be limited to the amount paid by Client during the term of this Agreement. Both parties agree to indemnify and hold harmless the other party from any claims resulting from the breach of this Agreement.

10. Dispute Resolution

Disputes are to be resolved through negotiation, mediation, or arbitration prior to litigation.

11. Force Majeure

Neither party is liable for failure to perform due to events beyond their control.

12. Assignment

Assignment of rights or obligations is not permitted without written consent from the other party.

13. Waiver

Failure to exercise rights is not a waiver of those or any other rights.

14. Governing Law

This Agreement shall be governed by the laws of England & Wales.

15. Entire Agreement

This document constitutes the entire Agreement between the parties regarding the subject matter and supersedes all prior agreements and understandings, both written and oral. This Agreement may only be amended in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

Concept Care Solutions Limited

By: [Authorised Signatory]

Name:

Title:

[Client's Company Name]

By: [Authorised Signatory]

Name:

Title: