

# **Business Terms and Conditions Document**

## **1. Introduction**

This Business Terms and Conditions document ("Agreement") is entered into by and between [Your Company Name], hereinafter referred to as the "Contractor," and [Government Department], hereinafter referred to as the "Client," collectively referred to as the "Parties."

## **2. Scope of Work**

The Contractor agrees to provide the services outlined in the attached service definition document titled "Service Definition Document." The scope of work includes but is not limited to AWS infrastructure design, application migration, security measures, compliance and monitoring.

## **3. Term of Agreement**

This Agreement shall commence on the effective date, as mutually agreed upon by both Parties, and shall continue until the completion of the services outlined in the service definition document.

## **4. Payment Terms**

The Client agrees to pay the Contractor in accordance with the pricing model outlined in the pricing document. Payment terms include [specific terms, e.g., milestone payments, monthly subscription fees]. Invoices shall be submitted by the Contractor and are due within 30 days of receipt.

## **5. Service Level Agreements (SLAs)**

The Contractor shall adhere to the service level agreements outlined in the service definition document. SLAs include but are not limited to uptime and availability, security measures, incident response times, and support response times.

## **6. Confidentiality**

Both Parties agree to maintain the confidentiality of all proprietary and confidential information obtained during the course of this Agreement. This includes, but is not limited to, technical information, business strategies, and financial data.

## **7. Compliance with Laws and Regulations**

The Contractor agrees to comply with all applicable laws and regulations in the provision of services and data security.

## **8. Insurance**

The Contractor shall maintain appropriate insurance coverage, including professional indemnity, employers liability and public liability insurances, to cover any liabilities arising out of the services provided under this Agreement.

## **9. Termination**

Either Party may terminate this Agreement with written notice if the other Party breaches a material term or condition of this Agreement. Termination shall not relieve the Parties of any obligations accrued prior to termination.

## **10. Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of United Kingdom. Any disputes arising out of or relating to this Agreement shall be resolved through arbitration in accordance , and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **11. Force Majeure**

Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by circumstances beyond the Party's control, including, but not limited to, acts of God, war, terrorism, and natural disasters.

## **12. Miscellaneous**

Amendments: Any amendments to this Agreement must be in writing and signed by both Parties.

Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral.

Survival: The provisions of Sections 6 (Confidentiality), 7 (Compliance with Laws and Regulations), and 8 (Insurance) shall survive the termination of this Agreement.