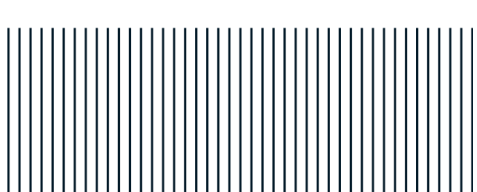




G-Cloud 14 Framework

# *Standard Terms and Conditions for Engagement.*



# Standard Terms and Conditions for Engagement.

**THIS AGREEMENT is made on [ ] BETWEEN;**

(1) **Rainmaker Solutions Limited** (Registered Number 07408622) whose registered office is at % Oak House, Tanshire Park, Shackleford Road, Elstead Surrey GU8 6LB (the “Supplier”) and;

(2) [Name and Address of Customer] (The “Customer”).

## **INTRODUCTION.**

- a. On [ ] the Supplier entered into a Framework Agreement with the Crown Commercial Service.
- b. In accordance with the Provision of the Framework Agreement the Customer has agreed to procure certain Ordered G-Cloud Services as described in the relevant Order Form dated [ ]
- c. The Supplier acknowledges and accepts that the key Terms and Conditions covering this engagement are contained in the Framework Agreement and the relevant Order Form dated, and any subsequent Order Forms [ ].
- d. These brief additional Terms and Conditions are therefore designed to give clarity and provide agreement in areas which are not adequately covered or provided-for in the Framework Agreement ,the relevant Order Form dated, and any subsequent Order Forms [ ].
- e. The Interpretations and Definitions used in this Agreement are the same as those used in Schedule 6 of the Framework Agreement dated [ ]. In the event of a conflict between this Agreement, the Framework Agreement dated [ ] and any subsequent Order Forms The Supplier accepts and acknowledges that the Framework Agreement dated [ ] and any subsequent Order Forms shall take precedence.
- f. The terms of this Agreement together with the Call Off Terms shall form the entire agreement between the Customer and the Supplier.
- g. By agreement by all parties prices under any call off Contract may be reviewed on a six monthly basis based on metrics agreed by the parties prior to such a review

**IT IS AGREED** as follows:

## **1. INTELLECTUAL PROPERTY OR IPR.**

1.1. The Supplier owns and continues to own any pre-existing IPR that it utilises in providing or brings to the Ordered G-Cloud Services. Upon continuous payment for the Services the Supplier shall grant to the Customer a non-exclusive, non-transferable right to use pre-existing Supplier IPR for the purpose of utilising the Ordered G-Cloud Services. Future use by the Customer of any pre-existing Supplier or third party IP at the end of the Framework Agreement will be subject to payment of appropriate Licence fees

1.2. The Customer owns and continues to own Customer Data and Customer pre-existing IPR. The Customer consents to the Suppliers use of this IPR and Customer Data in the provision of the ordered G-Cloud Services to the Customer.

1.3. Where IPR is created in the provision of the Services that IPR will become the property of the Supplier. The Supplier shall grant to the Customer a perpetual, non-exclusive and non-transferable right to utilise any such IPR free of charge subject to payment of the agreed Charges.

## **2. CUSTOMER RESPONSIBILITIES.**

2.1. The Customer shall meet all agreed timescales for the delivery of information, Customer Data or activities requested by the Supplier and provide all necessary co-operations in relation to this Agreement.

2.2. The Customer shall ensure that any information or Customer Data provided to the Supplier is accurate and in accordance with the detail and quality standards agreed with the Supplier.

2.3. The Customer shall allow the Supplier reasonable and agreed access to any Customer personnel that the Supplier considers necessary in provision of the Ordered G-Cloud Services.

## **3. SUPPLIER PERSONNEL**

3.1. The Supplier shall at the commencement of the provision of the Ordered G-Cloud Services identify and introduce to the Customer the Supplier staff who will be providing the Ordered G-Cloud Services. The Supplier reserves the right at its absolute discretion to change those staff members for others of similar experience and quality at any stage in the engagement or delivery.

3.2. The Customer agrees not to solicit, approach or engage for employment (either as an employee or by any other method) any associate or staff member of the Supplier who is introduced to them by the Supplier within 12 months of any such introduction or the individual in question ceasing to be engaged by the Supplier. Any breach of this clause will result in the payment to the Supplier of an amount equivalent to the margin the Supplier would have made if this engagement had been made directly through them to as long as the individual is engaged by the Customer

## **4. SUPPLIER WORKING DAYS.**

4.1. Supplier staff shall be contracted to work an eight (8) hour day each Working Day when engaged on a day rate basis. The Supplier reserves the right to charge for additional hours on a pro –rata basis when that 8-hour period is exceeded at the request of the Customer.

## **5. SUPPLIER EXPENSES.**

5.1. All travelling and subsistence expenses within the M25 Corridor will be included in the day rate or fixed price charged by the Supplier.

5.2. Any other travelling and subsistence expenses will be agreed with the Customer beforehand and charged at agreed rates consistent with the Customers own travelling and subsistence policy and rates.

5.3. The Customer will reimburse the Supplier for any other pre-agreed expense that the Supplier incurs on behalf of the Customer.

**IN WITNESS** of which this Agreement has been duly executed by;

For and Behalf of **Rainmaker Solutions**

Name

Title

For and Behalf of **The Customer**

Name

Title



hello@rainmaker.solutions . +44 (0) 330 223 4407 . [www.rainmaker.solutions](http://www.rainmaker.solutions)