

## 1. DEFINITIONS

**“Framework Agreement”** means the G-Cloud 14 Services Framework Agreement signed by the parties

**“Supplier”** means Identity E2E Ltd, a UK Limited Company (Registration Number 8700792) whose registered office is at Polhill Business Centre, London Road, Halstead, Sevenoaks, Kent TN14 7AA.

**“Customer”** means the party contracting Supplier services.

**“Services”** means the services provided by Supplier to the Customer.

**“Fees”** means Supplier charges for the Services.

## 2. GENERAL

- 2.1 Services shall be performed primarily at locations proposed by the Supplier as appropriate to delivery of the Services and agreed with the Customer from time to time.

## 3. OBLIGATIONS OF THE PARTIES

- 3.1 The Supplier shall, without prejudice to its rights under the Framework Agreement, notify the Customer promptly if in the Supplier’s opinion it considers the Customer has failed to provide information, data, reports and/or other materials or assistance needed for the Supplier to perform the Services or any such information, data, reports, materials and/or assistance is defective or deficient.

- 3.2 The Customer shall:

- i) give the Supplier (including its employees and subcontractors), appropriate access to the Customer’s premises, IT systems, records, personnel, contractors and suppliers and other materials pertinent to delivery of the Services.
- ii) ensure that any of its employees, agents and subcontractors involved in the provision of information and/or assistance needed for the Supplier to perform the Services are appropriately qualified to do so.
- iii) not withhold any information requested by the Supplier pertinent to delivery of the Services or otherwise hinder the Supplier’s execution of the Services.
- iv) agree with the Supplier a regular reporting mechanism to assess the progress of delivery of the Services in terms of agreed Deliverables and Milestones.

**On-boarding - delivery risk, ownership and responsibilities**

3.3 The Supplier and Customer shall jointly agree, as part of finalising an order under this Framework Agreement, the on-boarding arrangements, including:

- Measurable deliverables and milestones
- Defined outcomes
- Ownership, risks and consequences related to delivery
- Quality criteria
- Security clearance
- IdentityE2E governance and management of our delivery team including escalation

**4. FEES AND EXPENSES**

- 4.1 In addition to the Fees, the Customer shall reimburse the Supplier for all reasonable expenses incurred by the Supplier in the course of performing the Services. For the avoidance of doubt, reasonable expenses shall include, but not be limited to, expenses incurred in relation to accommodation, subsistence and travel outside the London M25 area. All expenses charged will be pre-approved by the Customer.
- 4.2 The SFIA Rate Card provided for the Supplier Services defines a Working Week as Monday to Friday excluding national holidays. Where the Customer specifically requests the Supplier to provide consultant resources outside of a Working Week the Company reserves the right to charge an additional 50% premium over and above the standard daily SFIA rates.
- 4.3 The Supplier shall invoice the Customer at the end of each calendar month in respect of all Fees payable and all expenses incurred in respect of Services performed and deliverables supplied during the relevant calendar month.
- 4.4 If the Customer is overdue with any payment of a Supplier invoice then without prejudice to the Supplier's other rights or remedies the Supplier reserves the right to suspend performance of the Services until the Supplier has received payment of the overdue amount.