



Standard IT Services Agreement G-Cloud 14



QTM Global Services

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Solutions not
problems

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QTM Recruitment

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Resourcing made
easy

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Delivering IT
Solutions

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Payroll without
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FRAMEWORK AGREEMENT FOR IT SERVICES – TERMS AND CONDITIONS

DATED April 2024

BETWEEN:-

- (1) Crown Commercial Service (2) QTM GLOBAL SERVICES LIMITED (Company number 7393653) of 407 Grosvenor House, Central Park, Telford, TF2 9TW (the "Supplier").

CLIENT BACKGROUND

- A. The Purchasing Authority, The Crown Commercial Service manages a number of Frameworks, including the G-Cloud Frameworks, on behalf of the Public Sector. The G-Cloud Framework enables Central and Local Government Departments to buy pre-defined Cloud Services with agreed scope and cost.

NOW IT IS AGREED AS FOLLOWS:

1. Scope of Agreement

- 1.1 These Terms and Conditions ("Terms and Conditions") shall govern all business *The Purchasing Authority* conducted under the G-Cloud 14 Framework Agreement and QTM Global Services Limited in relation to the provision of IT Services. QTM Global Services Limited shall provide the Services with effect from the applicable Commencement Date in accordance with the terms and conditions of this Framework Agreement.
- 1.2 Where under any specific Customer Contract *The Purchasing Authority* is obliged to flow down certain terms and conditions, QTM Global Services Limited will work in good faith with *Purchasing Departments or entities The Purchasing Authority* to incorporate those terms and conditions into a Customer Schedule to be attached and subject to these Terms and Conditions.
- 1.3 The Services may be set out in writing between the parties and agreed in a signed Statement Of Work document ("SOW"). The SOW shall include but not be limited to:
- a) A specific service description
 - b) Service Deliverables
 - c) Supplier and *The Purchasing Authority* Responsibilities
 - d) Service Acceptance Criteria
 - e) Charges & Charging Model
 - f) Change Control Process

The Purchasing Authority

The Purchasing Authority

a)

2. Definitions & Interpretation

- 2.1 The words and expressions set out in Schedule 1 (Definitions) shall apply to these Terms and Conditions.
- 2.2 References to any statute, regulation or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute, regulation or provision as from time to time amended, consolidated, modified, extended, re-enacted, replaced and all statutory instruments or orders made pursuant to it.
- 2.3 Any phrase introduced by the word "including", "include" or any similar expression shall be construed as illustrative and the words following any such word shall not limit the sense of the words preceding such words. References to the singular shall include the plural and vice versa. The headings in these Terms and Conditions are inserted for convenience only and shall not constitute a part of or be referred to in interpreting these Terms and Conditions.

2.4 In the event and to the extent only of any conflict between these Terms and Conditions, a Customer Schedule or a SOW they shall have the following order of precedence:

- (i) first, the SOW;
- (ii) second, the Customer Schedules (if any);
- (iii) third, the clauses in these Terms and Conditions (and associated Schedules);
- (iv) fourth, the Purchase Order

3. Duration

3.1 These Terms and Conditions shall commence on the date of last signature and shall, subject to the rights of termination herein, continue in force until terminated in accordance with Clause 15 (Termination).

3.2 Where the term of a Customer Schedule and/or SOW continues past the termination date of these Terms and Conditions, unless the Parties agree otherwise, the terms of these Terms and Conditions which are necessary for the continuing validity and operation on any continuing Customer Schedule and/or SOW shall apply.

4. Warranties

4.1 QTM Global Services Limited warrants, represents and undertakes that:

- (a) it has the right to enter into these Terms and Conditions and to grant *The Purchasing Authority* the licences (if any) set out in the relevant Customer Schedule and/or relevant SOW;
- (b) the Services will be performed diligently, with all reasonable skill and care, in a professional manner at least to industry standards by appropriately trained and experienced personnel;
- (c) it will maintain and keep up to date all information it provides to *client name* (including any information provided electronically via *the Purchasing Authority* procurement systems);
- (d) it will co-operate fully with *The Purchasing Authority*, its Affiliates, its agents, subcontractors and any Alternative Service Providers;
- (e) during the Warranty Period, it will ensure that the Services conform with the service description set out in the relevant Customer Schedule and/or relevant SOW and shall allocate sufficient resources to the performance of the Services as are necessary to enable it to comply with its obligations under these Terms and Conditions and/or relevant Customer Schedule and/or relevant SOW;
- (f) it owns and is able to provide good title to *The Purchasing Authority*, to the Deliverables which it provides pursuant to these Terms and Conditions and/or relevant Customer Schedule and/or relevant SOW;
- (g) where the Deliverables include any embedded software, and/or where and to the extent that any Intellectual Property Rights subsist in the Deliverables, then, QTM Global Services Limited has obtained all necessary approvals, rights, titles and licenses to sell or otherwise transfer the Deliverables to *The Purchasing Authority* for *The Purchasing Authority's* own use or for further distribution, and/or to permit third parties to use each copy of such embedded software and to make such other copies as are reasonably necessary to support their intended use. The foregoing explicitly includes any open source software or other third party software components integrated into or provided with the Deliverables. QTM Global Services Limited further guarantees that it has fulfilled and continuously fulfils any applicable obligations related to open source software or other third party software components integrated into or provided with the Deliverables;
- (h) for the duration of these Terms and Conditions it shall operate processes and procedures that are compliant to the International Organization for Standardization ("ISO") 27001;
- (i) it shall observe, and ensure that QTM Global Services Limited's personnel observe, all health and safety rules and regulations and any other reasonable security or other requirements that apply at any of *The Purchasing Authority's* or its Customer's premises;
- (j) it will achieve the Service Levels as agreed in the relevant Customer Schedule and/or relevant SOW;
- (k) it will (and shall procure that its employees, Sub-Contractors and agents will) comply with all Applicable Laws, standards and regulations (including, but not limited to those relating to employment, discrimination, health and safety, national minimum wage and human rights) from time to time in force and QTM Global Services Limited will inform *The Purchasing Authority* as soon as it becomes aware of any changes in such laws, standards and regulations; and the Purchasing Authority's rights under these Terms and Conditions are in addition to the statutory terms implied in favour of *The Purchasing Authority* by the Sale of Goods Act 1979 and any other statute.

- 4.2 **Remedy for Breach of Warranties:** If any Services are not in accordance with, or if QTM Global Services Limited otherwise fails to fulfil its obligations under, these Terms and Conditions, *the Purchasing Authority* may without liability at any time and without prejudice to its other rights or remedies:
- (a) by written notice require QTM Global Services Limited to re-perform the Services as soon as reasonably practicable at no cost or liability to *The Purchasing Authority*; and/or
 - (b) terminate the affected Customer Schedule and/or affected SOW; and/or
 - (c) refuse to accept any further performance of the Services.
- 4.3 The provisions of this Clause 4 shall survive any delivery, inspection, acceptance, payment or performance and shall extend to any replacement, repaired, substitute or remedial Services provided by QTM Global Services Limited.
5. **Health and Safety.** QTM Global Services Limited shall comply with all relevant health and safety legislation and any reasonable security, health and safety policies or other requirements that apply to *The Purchasing Authority's* or customers' premises.
6. **Security and Immigration Checks.** QTM Global Services Limited shall comply with all security and related policies notified by *the Purchasing Authority* and shall promptly provide such information regarding its compliance as may be reasonably required by *The Purchasing Authority*. QTM Global Services Limited shall only use employees, agents or contractors ("**Personnel**") who are authorised to work for the duration of the relevant Customer Schedule and/or relevant SOW in the country where the Services are being provided.
7. **Data Protection.**
- 7.1 QTM Global Services Limited shall only process any Processed Personal Data held in connection with the Services for the purposes of fulfilling its obligations under the relevant Customer Schedule and/or relevant SOW and in accordance with *The Purchasing Authority's* instructions and all Applicable Privacy Law. In this regard, QTM Global Services Limited shall implement all necessary measures to protect Processed Personal Data including protection against accidental or unlawful misuse and loss, and from unauthorised access, disclosure, modification and processing. Only QTM Global Services Limited's authorised Personnel with a legitimate role in fulfilling its obligations under the relevant Customer Schedule and/or relevant SOW may have access to the Processed Personal Data. QTM Global Services Limited shall only transfer Processed Personal Data, subject to the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "GDPR"), to a country or territory outside that geographical area, on the documented instructions of the Controller or as otherwise required by Applicable Law (and QTM Global Services Limited shall promptly inform *The Purchasing Authority* of any such requirement if it is permitted to do so by Applicable Law). QTM Global Services Limited is responsible for the compliance of its Personnel and subcontractors with its obligations under this Clause and shall indemnify *The Purchasing Authority* against any and all claims, losses, liabilities, damages, costs and expenses (including legal fees) incurred by *The Purchasing Authority* as a result of QTM Global Services Limited's breach of this Clause 7.
- 7.2 For the purposes of Data Protection Legislation and for this Clause 7 and this Agreement, QTM Global Services Limited is the "Data Processor" and *the Purchasing Authority* is the "Data Controller", and "Data Protection Legislation" means 1) unless and until GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR.
8. **Business Continuity.** QTM Global Services Limited shall perform all work within *the Purchasing Authority* computing environments as approved by *the Purchasing Authority* technical approval process.
9. **Compliance with Laws and Corporate Social Responsibility.** QTM Global Services Limited shall comply with (i) all laws, regulations, privacy principles, ordinances, codes of practice, directives, and local country standards and orders, and all amendments thereto, now enacted or hereafter promulgated; (ii) any governmental policies, guidelines and code of conduct relevant to QTM Global Services Limited's obligations; and (iii) as otherwise communicated by *The Purchasing Authority* to QTM Global Services Limited from time to time. QTM Global Services Limited will not offer to give to any employee, agent or representative of *The Purchasing Authority* any gratuity, compensation, gift, remuneration, or benefit for the purposes of securing any business from *The Purchasing Authority* or influencing that person with respect to these Terms and Conditions. Supplier shall ensure that its Personnel do not accept gratuities which would influence their impartiality, create a conflict of interest, or create the appearance of a bribe or impropriety relative to purchases made under these Terms and Conditions. QTM Global Services Limited shall, at all times, comply with the applicable laws relating to anti-bribery including but not limited to the UK Bribery Act 2010, the OECD Convention policies against corruption, and the Foreign Corrupt Practices Act of the USA (the "Applicable Anti-Bribery Laws"). QTM Global Services Limited shall not engage in any activity, practice or conduct which would constitute an offence under the Applicable Anti-Bribery Laws. QTM Global Services Limited shall have and maintain in place throughout the term of these Terms and Conditions its own policies and procedures to ensure compliance with the Applicable Anti-Bribery Laws and shall enforce them where appropriate. QTM Global Services Limited shall

(i) not use child labour or involuntary labour of any kind; (ii) treat all its employees with dignity and respect; (iii) not illegally discriminate in hiring and employment practices; (iv) provide its employees with a safe and healthy workplace; (v) not tolerate or be involved in any form of corruption or bribery; and (vi) comply with all applicable environmental regulations and standards.

10. Remedies

10.1 In relation to the Services, QTM Global Services Limited undertakes that:

- (a) if within the Warranty Period or a reasonable time thereafter, *the Purchasing Authority* gives written notice that the Services are in breach of warranty or the provisions of these Terms and Conditions and/or relevant Customer Schedule and/or relevant SOW, the remedy will be discussed and agreed, including financial remedies if appropriate; and
- (b) in any case, if during the Warranty Period the Services are in breach of warranty or otherwise in breach of these Terms and Conditions, *The Purchasing Authority* may, at its option, terminate the relevant Customer Schedule and or relevant SOW, at no cost to or liability to *the Purchasing Authority*, and/or refuse to accept any further performance of the Services.

10.2 *the Purchasing Authority* rights and remedies under Clause 11 are in addition to its other rights and remedies under these Terms and Conditions or at law.

11. Payment Terms

11.1 Price. The Charges shall be stated in the currency agreed in the relevant Customer Schedule and/or relevant SOW. Charges payable under any Customer Schedule and/or SOW shall be inclusive of all taxes, duties, levies and the like imposed by any domestic or foreign governmental authority (exclusive of Value Added Tax) in respect of all sales, including any sales, use, excise, withholding, services, consumption, import, export, custom or other tax, duty or levy. Unless otherwise agreed, and excluding as it relates to any Value Added Tax, Supplier shall pay all such sales, use, excise, withholding, services, consumption, import, export, custom or other tax, duty or levy required to perform the Services.

11.2 Payment. Subject to Clauses 11.3, 11.4 and 11.5, *the Purchasing Authority* shall pay each undisputed invoice properly due, issued and submitted to it by QTM Global Services Limited, within thirty (30) days from the valid invoice date

11.3 Invoicing. QTM Global Services Limited shall have the right to issue invoices (i) for Services in accordance with the payment milestones set out in the relevant Customer Schedule and/or relevant SOW. QTM Global Services Limited shall ensure that (i) *the Purchasing Authority* Purchase Order number is referenced on any invoice sent to *The Purchasing Authority*; and (ii) any individual invoice and/or the total value of several invoices submitted to *The Purchasing Authority* does not exceed the amount set out in the relevant approved Purchase Order, and acknowledges that that QTM Global Services Limited's failure to comply with (i) and/or (ii) will result in *the Purchasing Authority* rejecting the invoice. Invoices from QTM Global Services Limited will be issued on a weekly basis.

11.4 All invoices must be submitted within three (3) months of delivery or performance of the Services or expenses being incurred. Unless previously agreed in writing by *The Purchasing Authority*, invoices submitted more than three (3) months after the period to which they refer will be rejected and not considered for payment.

11.5 All invoices must be sent to:

the Purchasing Authority at an address/email provided or lodged in the system preferred by the Purchasing Authority.

For all Supplier invoice queries QTM Global Services Limited should contact the following email address stating the relevant *The Purchasing Authority* Purchase Order and the details of the query: *clients email*

11.6 Disputed Invoices. Where all or part of an invoice is disputed:

- (a) QTM Global Services Limited shall issue *The Purchasing Authority* with a credit note as soon as reasonably practicable and reissue an invoice in respect of the undisputed amount, which will be paid in accordance with Clause 11.2; and
- (b) upon resolution of the dispute, QTM Global Services Limited may issue an invoice in respect of the amount that has been resolved that *the Purchasing Authority* should pay, which *the Purchasing Authority* shall pay within twenty-eight (28) days of receipt of the new invoice or the date on which the payment would otherwise have fallen due under Clause 11.2, whichever is later.

12. Intellectual Property Rights and Indemnity

12.1 QTM Global Services Limited shall indemnify and hold harmless *The Purchasing Authority*, its Affiliates and its Customers (collectively hereafter in this Clause, "*the Purchasing Authority Indemnitees*") against any and all claims, liabilities, direct, indirect or consequential losses (including loss of profits, loss of business, depletion of goodwill and similar losses whether of a direct, indirect or consequential nature), costs and expenses (including legal fees) howsoever arising which *the Purchasing Authority Indemnitees* may incur or suffer as a result of a claim by a third party arising from any infringement, actual or alleged, whether or not under English law, of any Intellectual Property Rights resulting from the manufacture, possession, use, transfer, licensing, sale or other exploitation of the Services subject to the aggregate limits of liability set out in Clause 17.

12.2 If any infringement claim is made, or in QTM Global Services Limited's reasonable opinion is likely to be made, against *the Purchasing Authority*, QTM Global Services Limited may at its sole option and expense:

- (a) procure for *the Purchasing Authority* the right to continue using, developing, modifying or maintaining the Deliverables (or any part thereof) in accordance with these Terms and Conditions and/or relevant Customer Schedule and/or relevant SOW; or
- (b) replace the Deliverables with non-infringing Deliverables; or
- (c) modify the Deliverables so that it ceases to be infringing; or
- (d) repay to *The Purchasing Authority* all sums which *The Purchasing Authority* has paid to QTM Global Services Limited under the relevant Customer Schedule and/or relevant SOW,

provided that if QTM Global Services Limited modifies or replaces the Deliverables, the modified or replacement Deliverables must comply with the warranties contained in Clause 4 (Warranties) and *the Purchasing Authority* shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of the relevant Customer Schedule and/or relevant SOW been references to the date on which such modification or replacement was made.

12.3 With the exception of any pre-existing Intellectual Property Rights (including Third Party Intellectual Property Rights) or any open source software, all Intellectual Property Rights in any material created in the performance of a Customer Schedule and/or SOW shall vest in, or is hereby transferred or assigned to, *The Purchasing Authority* immediately on creation. To the extent, if any, that any such Intellectual Property Rights cannot be assigned under law, Supplier shall use its reasonable endeavours hereby grants to *the Purchasing Authority* a perpetual, irrevocable, royalty-free, exclusive license under such Intellectual Property Rights to manufacture, use, sell, distribute or otherwise exploit such Intellectual Property Rights.

13. Dispute Resolution Procedure

13.1 Any question, difference or dispute which may arise out of or in connection with these Terms and Conditions shall in the first instance be referred to the representatives of *The Purchasing Authority* and QTM Global Services Limited nominated for discussion and resolution. If the matter is not resolved within twenty one (21) days of such referral, the escalation will continue through two (2) more levels of management. Neither party may initiate any legal action until the process has been completed, unless such party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, including without limitation to seek injunctive relief in respect of any breach of its Intellectual Property Rights or similar rights.

14. Termination

14.1 Subject to any termination notice agreed in a Customer Schedule and/or SOW, these Terms and Conditions may be terminated by either Party upon giving ninety (90) days written notice.

14.2 *The Purchasing Authority* reserves the right to cancel or terminate a Customer Schedule and/or SOW for any reason and without cost or liability (save for any Services already delivered or performed) by giving QTM Global Services Limited written notice at least thirty (30) days prior to the agreed time for delivery or performance.

14.3 Upon cancellation or termination of a Customer Schedule and/or SOW for whatever reason:

- (a) QTM Global Services Limited shall reimburse any sums paid in advance by *The Purchasing Authority* for Services ordered but not yet received as at the date of termination; and
- (b) the parties will return Confidential Information of the other party and QTM Global Services Limited shall at its cost forthwith return any *The Purchasing Authority* property and *The Purchasing Authority* may enter any premises to recover such items at QTM Global Services Limited's cost.

14.4 The exercise of rights of termination by either party shall be without prejudice to any other rights or remedies available to it under these Terms and Conditions.

15. Confidentiality

- 15.1 The Receiving Party undertakes that it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and that it (and any person employed or engaged by it in connection with the Services uses Confidential Information of the Disclosing Party only for the purposes of these Terms and Conditions and shall not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party or as set out herein.
- 15.2 QTM Global Services Limited will ensure all person engaged by it whether as an employee, servant, agent or subcontractor shall sign and comply with *The Purchasing Authority* Non Disclosure Agreement.
- 15.3 Each party undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 15.1 by its employees, agents, consultants and subcontractors.
- 15.4 Neither QTM Global Services Limited nor any person engaged by it whether as an employee, servant, agent or subcontractor shall use the Confidential Information for the solicitation of business from *The Purchasing Authority*.
15. QTM Global Services Limited shall not advertise or publicly announce its involvement in these Terms and Conditions without the prior written consent of *The Purchasing Authority*.

16. Limitation of Liability and Insurance

- 16.1 Notwithstanding anything to the contrary in these Terms and Conditions, each party's liability to the other party for any loss, damage, costs, claims or expenses suffered by the other party under or in connection with these Terms and Conditions, whether arising from a breach of contract, negligence or howsoever, shall be limited as follows:
- (a) in the case of (i) breach of Clause 7 (Data Protection); (ii) breach of Clause 9 (Compliance with Laws and Corporate Social Responsibility); (iii) breach of Clause 13 (Intellectual Property Rights and Indemnity); (iv) breach of Clause 16 (Confidentiality); (v) liability arising from death or injury to persons as a result of any act or omission of the breaching party which is negligent (as defined by the Unfair Contract Terms Act 1977 section 1); (vi) unless otherwise stated in these Terms and Conditions, any indemnity; (vii) any fraud on the part of the breaching party or of the acts, omissions or frauds of others for whom the breaching party is at law responsible, there shall be no limit;
- (b) in respect of any other liability each party's aggregate liability shall in no circumstances exceed the Charges for the Services in respect of which the claim arises; provided always that each party's total aggregate liability for all such claims arising in connection with these Terms and Conditions whether in contract, tort (including negligence) or otherwise shall be limited to and in no circumstances exceed the greater of (i) 150% of the Charges paid or payable under the relevant Customer Schedule and/or relevant SOW ; or (ii) £1,000,000.
- 16.2 In no event will either party be liable to the other for (i) direct or indirect loss of profit; (ii) direct or indirect loss of revenue, business, anticipated savings, opportunity, goodwill or reputation; or (iii) any special, indirect or consequential damage arising out of or in connection with the Services.
- 16.3 Where QTM Global Services Limited sends its employees to *The Purchasing Authority's* and/or *The Purchasing Authority's* customers' premises in connection with the Services then, notwithstanding any technical supervision exercised by *The Purchasing Authority* or any instructions issued by *The Purchasing Authority*, such employees shall remain QTM Global Services Limited's employees alone. It is an express condition of these Terms and Conditions that QTM Global Services Limited effects and maintains in force for the benefit of QTM Global Services Limited and *The Purchasing Authority* employer's liability insurance in respect of such employees. Further QTM Global Services Limited shall affect and maintain for the duration of these Terms and Conditions, such other insurance as is appropriate in the circumstances taking into account industry practice, the availability of insurance in the market place and the risks and liabilities which it is accepting under these Terms and Conditions and/or relevant Customer Schedule and/or relevant SOW.

17. Change Control

- 17.1 *The Purchasing Authority* may at any time request and QTM Global Services Limited may at any time recommend changes to any of the Services.
- 17.2 Except where a change is required as a result of applicable legislative change, neither Party will be obliged to agree to any requested or recommended change but neither Party will unreasonably withhold its agreement to such request.
- 17.3 QTM Global Services Limited will advise *The Purchasing Authority* in writing of the likely impact of any requested or recommended change on the price and timescales for fulfilment of the relevant Service.
- 17.4 Until such time as any change is formally agreed, QTM Global Services Limited will, unless otherwise agreed, continue to perform its obligations under the relevant Customer Schedule and/or relevant SOW as if such change had not been requested or recommended.

17.5 The Parties will respond in writing to, or will meet to discuss, any requested or recommended change as soon as practicable. If the Parties have not agreed any matter arising out of the request or recommendation for change within four (4) weeks of the request or recommendation, the matter will be dealt with through the dispute resolution procedure in Clause 13. No failure by the Parties to comply with the provisions of this Clause 17.5.**Error! Reference source not found.** shall relieve QTM Global Services Limited from its obligations to provide the Services.

17.6 Any agreement to a requested or recommended change will become valid as an amendment to the relevant Customer Schedule and/or relevant SOW only when recorded in writing and signed by the nominated representatives of both Parties.

18. General

18.1 **Force Majeure.** Neither party will be liable for delay in or for failure to perform obligations if that delay or failure is caused by circumstances beyond the reasonable control of the party affected including, but not limited to any of the following: act of God, governmental act, war, strikes by employees of a third party, fire, flood, explosion or civil commotion (a "**Force Majeure Event**") provided that:

- (a) the affected party's obligation to perform the relevant obligations under these Terms and Conditions shall (during the continuation of the Force Majeure Event) be read and construed as an obligation to perform such obligations to the best level reasonably achievable in the circumstances;
- (b) an inability to obtain subcontracted services or resources shall not constitute a Force Majeure Event except where no substitute is available;
- (c) industrial action, strikes and lock-outs by employees of QTM Global Services Limited shall not constitute a Force Majeure Event unless affecting the relevant industry on a national basis; and
- (d) if QTM Global Services Limited is prevented from performing its obligations under a Customer Schedule and/or SOW by a Force Majeure Event which continues for more than thirty (30) days, *The Purchasing Authority* may at its option terminate any affected Customer Schedule and/or SOW without liability to QTM Global Services Limited forthwith by giving written notice.

18.2 **Assignment.** QTM Global Services Limited may not, with the exception of members of the Accord SME Alliance, assign, transfer or subcontract any of its rights or obligations under these Terms and Conditions in whole or in part without the prior written consent of *The Purchasing Authority* and any purported assignment or transfer shall be null and void and all acts and omissions by the assignee or transferee are deemed to be those of QTM Global Services Limited. Delegation, whether authorised or not, shall not relieve QTM Global Services Limited of any of its liability or obligations under these Terms and Conditions and QTM Global Services Limited shall be fully liable for any non-compliance of its subcontractors.

18.3 **Notices.** All notices hereunder shall be in writing addressed to the parties at their respective addresses set forth in the relevant Customer Schedule and/or relevant SOW or such other address as may be notified from time to time by either party to the other.

18.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. No terms or conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

18.5 **Non-solicitation.** During the term of these Terms and Conditions and for a period of six (6) months after either its termination or the end of the provision of the Services (whichever is later), neither party shall solicit the employment or services of any personnel of the other party who has been engaged in connection with the Services, unless all parties agree.

18.6 **Severance.** If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, which shall remain in full force and effect.

18.7 **Survival.** Notwithstanding anything to the contrary in these Terms and Conditions, the expiration or termination of any Customer Schedule and/or SOW shall not affect or prejudice any provisions of these Terms and Conditions which are expressly or by implication intended to continue in effect after such expiration or termination.

18.8 **Right to Audit.** QTM Global Services Limited shall maintain, for a period of seven (7) years (or longer if required by law), records and supporting documentation of all financial and non-financial transactions under these Terms and Conditions and compliance with the obligations of Clause 9 (Compliance with Laws and Corporate Social Responsibility) sufficient to permit a complete audit in accordance with this Clause. QTM Global Services Limited must, at no additional cost to *The Purchasing Authority*, at *The Purchasing Authority's* request, provide to *The Purchasing Authority* and its internal and external auditors, inspectors, regulators and other agents or representatives, access at reasonable times and on reasonable notice to Supplier's and, if relevant, subcontractors

premises, Supplier environment (including systems and networks), Supplier personnel and all materials relating to these Terms and Conditions.

- 18.9 **Relationship of Parties.** Nothing in these Terms and Conditions is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, nor to create a relationship of employer and employee between *The Purchasing Authority* and any resources provided by QTM Global Services Limited and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). QTM Global Services Limited shall not make any direct or indirect approach to *The Purchasing Authority's* customer without *The Purchasing Authority's* prior written consent.
- 18.10 **IR35 AND TAX EVASION** – The provisions of Schedule 4 "IR35 AND TAX EVASION" shall apply to the provision of the Services and QTM Global Services Limited shall fully comply with the provisions of Schedule 4 "IR35 AND TAX EVASION".
- 18.11 **Freelancer & Contractor Services Association (FCSA)**- Where QTM Global Services Limited utilises contractors from a personal services limited company to deliver the services, QTM Global Services Limited shall ensure that any and all such personal services limited companies are FSCA registered.
- 18.12 **Cumulative Remedies.** The rights and remedies of the parties under these Terms and Conditions are cumulative and without prejudice and in addition to any rights or remedies at law or in equity.
- 18.13 **Rights of Third Parties.** A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 18.14 **Entire Agreement.** The terms of these Terms and Conditions contain the entire agreement between the parties unless otherwise agreed in writing. These Terms and Conditions supersede all prior drafts, agreements, arrangements, understandings and discussions between the parties or their advisors and all statements, representations, terms and conditions, warranties, guarantees, proposals, communications and understandings whenever given and whether orally or in writing. Each party acknowledges that in entering into these Terms and Conditions it does not rely on, and shall have no remedies in respect of, any such statements, representations, terms and conditions, warranties, guarantees, proposals, communications and understandings that are not set out in these Terms and Conditions. Nothing in this Clause shall limit or exclude any liability for fraud.
- 18.15 **Governing Law and Jurisdiction.** The construction, validity and performance of these Terms and Conditions and all non-contractual obligations arising from or connected with these Terms and Conditions shall be governed by the laws of England and, without prejudice to Clause 13 (Dispute Resolution Procedure), the parties submit to the exclusive jurisdiction of the English courts. Notwithstanding the other provisions of these Terms and Conditions, *The Purchasing Authority* shall be entitled to bring an action in any jurisdiction where this relates to the protection of its Intellectual Property Rights or other rights, or those of its licensors. The conflict of law provisions and the "UN Convention on Contracts for International Sale of Goods" shall not apply.

IN WITNESS WHEREOF THESE TERMS AND CONDITIONS WERE DULY EXECUTED THE DAY AND YEAR FIRST STATED ABOVE

By signing this Framework Agreement electronically (hereafter referred to as "E-Signature"), the Parties agree to the acceptance of the terms and conditions of this Framework Agreement as if it was actually signed by in writing. The Parties agree the E-Signature is from an authorised representative of each Party and that no certification authority or other third party verification is necessary to validate the E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the E-Signature.

SIGNED FOR AND ON BEHALF OF **THE PURCHASING AUTHORITY**

SIGNED FOR AND ON BEHALF OF **QTM GLOBAL SERVICES LIMITED**

SIGNATURE:

SIGNATURE:

.....

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NAME:

NAME:

EMAIL:

EMAIL:

TITLE

TITLE

DATE:

DATE:

SCHEDULE 1 – DEFINITIONS

“Affiliate”	means any subsidiary undertaking of either Party or a holding company or parent undertaking of either Party or a subsidiary undertaking of any such holding company or parent undertaking and the terms “holding company” and “subsidiary” shall have the meanings given to them in Section 1159 of the Companies Act 2006;
“Alternative Service Provider”	means any alternative service provider appointed by <i>The Purchasing Authority</i> (which may include any of its Affiliates);
“Applicable Law”	means any and all applicable provisions of statutes, laws, rules, codes, treaties, ordinances, decisions, directions, injunctions, awards or regulations, including from any court or any regulatory or governmental authority in any jurisdiction which is relevant to QTM Global Services Limited and/or the Services described in the relevant Customer Schedule and/or relevant SOW.
“Applicable Privacy Law”	means an Applicable Law on data protection or data privacy, including, without limitation, the General Data Protection Regulation (EU) 2016/679.
“Charges”	means the charges for the Services as set out in Schedule 2 and in the relevant Customer Schedule and/or relevant SOW.
“Commencement Date”	means the date for commencing provision of the Services as detailed in the applicable SOW;
“Confidential Information”	means these Terms and Conditions, or Customer Schedule or SOW or Purchase Order, and information disclosed by one party (“ Disclosing Party ”) to the other (“ Receiving Party ”) to the extent that such information is designated as such by the Disclosing Party in writing or relates to the business affairs, developments, trade secrets, know-how, personnel, customers, suppliers, specifications, drawings, designs, descriptions, operational and testing information, technical information and all other information of a confidential nature furnished by the Disclosing Party or that such information may reasonably be regarded as the confidential information of the Disclosing Party.
“Controller”	means <i>The Purchasing Authority</i> and/or another Service Recipient;
“Customer”	means a customer of <i>The Purchasing Authority</i> ;
“Customer Contract”	means a contract entered into between <i>The Purchasing Authority</i> and a named Customer;
“Customer Schedule”	means a schedule to these Terms and Conditions in which is detailed the specific terms and conditions applicable to the provision of the Services pursuant to a Customer Contract;
“Deemed Employee Determination”	means a Status Determination concluding that an individual working as part of QTM Global Services Limited Personnel would be (i) an employee of <i>The Purchasing Authority</i> or the Customer if that individual's services were provided under a contract directly with <i>The Purchasing Authority</i> or the Customer, rather than through QTM Global Services Limited; or (ii) an office-holder who holds that office for <i>The Purchasing Authority</i> or the Customer and the services relate to the office;
“Deliverable(s)”	means the quantifiable delivery of services set out in the relevant Customer Schedule and/or SOW that must be provided by a specified Delivery Date and/or upon the completion of a project.
“Delivery Date”	means the date for delivery of the Deliverables as set out in the relevant Customer Schedule and/or relevant SOW;
“Fee-Payer”	has the meaning given to it in section s61N(2) ITEPA;
“The Purchasing Authority”	means <i>The Purchasing Authority Services Limited</i> whose registered address is at 22 Baker Street, London, W1U 3BW
“Framework Agreement”	means Clauses 1-19 inclusive and Schedule 1-4 and as set out above;
“HMRC”	means Her Majesty's Revenue & Customs (or any successor body);
“Indemnified Parties”	means <i>The Purchasing Authority</i> , its Affiliates and Customers (and their respective successors and assigns);
“Intellectual Property Rights”	means any patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, design rights, database rights, know-how, confidential information, trade and business and/or domain names and any other similar protected rights (whether registered or unregistered) in any country.
“IR35 Legislation”	means Part 2, Chapters 7 to 10 ITEPA as amended from 6 April 2021;
“ITEPA”	means the Income Tax (Earnings and Pensions) Act 2003;
“Liabilities”	means all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, assessments, demands and legal and other professional costs (calculated on a full indemnity basis) and Liability shall be interpreted accordingly;
“Limited Company Contractor”	means an individual member of QTM Global Services Limited Personnel who is engaged (either by QTM Global Services Limited or via any other intermediary or intermediaries) through a limited company or partnership;
“Local Agreement”	means a local agreement entered into between the Local Parties stated therein pursuant to Clause 1.4
“Local Party” or “Local Parties”	shall have the meaning as set out in Clause 1.4 a;
“PAYE”	means the Pay As You Earn System;
“Processed Personal Data”	means personal data processed by QTM Global Services Limited and any Supplier Processor in the course of providing the Services , or otherwise performing obligations on behalf of QTM Global Services Limited under the relevant Customer

	Schedule and/or relevant SOW for <i>The Purchasing Authority</i> and/or another Service Recipient.
"Products"	means any documentation, Deliverables, equipment and/or Programs set out in the relevant Customer Schedule and/or relevant SOW.
"Programs"	means any items referred to as programs or software in the relevant Customer Schedule and/or relevant SOW (including any programs or software that may be embedded in equipment supplied by QTM Global Services Limited and/or any associated documentation which may be supplied with them).
"Purchase Order"	means the <i>The Purchasing Authority</i> purchase order accompanying the relevant Customer Schedule and/or relevant SOW .
"Service Recipient"	means <i>The Purchasing Authority</i> or another person receiving Services under the relevant Customer Schedule and/or relevant SOW. This includes (i) an affiliate of <i>The Purchasing Authority</i> , (ii) divested members of <i>The Purchasing Authority's</i> group or (iii) customers of <i>The Purchasing Authority</i> or users of <i>The Purchasing Authority's</i> goods and services.
"Services"	means the services described in Schedule 2 and as more specifically detailed in the relevant Customer Schedule, Order and/or relevant SOW.
"SOW"	means the Statement Of Work documentation signed between the parties that sets out the specific Services and Charges.
"Status Determination"	means a status determination made by <i>The Purchasing Authority</i> or the Customer in accordance with the requirements of section 61NA ITEPA;
"Supplier"	means QTM Global Services Ltd
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of QTM Global Services Limited and/or of any sub-contractor engaged in the performance of QTM Global Services Limited's obligations under this Agreement.
"Warranty Period"	means in relation to Services, ninety (90) days after the date of completion of the Services.

SCHEDULE 2 - IR35 AND TAX EVASION

1. IR35 Compliance

1.1 QTM Global Services Limited shall not make any payment to any member of QTM Global Services Limited Personnel through a company, organisation, institution, legal entity, person or bank account located outside the United Kingdom, except in circumstances where such person has been engaged in a jurisdiction outside the United Kingdom on the written instructions of *The Purchasing Authority*. In such circumstances, where a member of QTM Global Services Limited Personnel is engaged in a jurisdiction outside the United Kingdom, written approval from *The Purchasing Authority* must be obtained by QTM Global Services Limited prior to making any payment to such member of QTM Global Services Limited Personnel.

1.2 QTM Global Services Limited warrants that it will not engage any Managed Service Company within the meaning of section 61B of ITEPA or any equivalent legislation applicable in any other jurisdiction.

1.3 QTM Global Services Limited warrants that it will comply with its obligations under ITEPA.

1.4 The parties acknowledge and agree that the provisions contained in this Schedule 4 are made in consideration of the changes to be made to ITEPA and scheduled to take effect on the date of last signature of the Framework Agreement and are based on draft legislation included in the Finance Bill 2020 and draft guidance published in February 2020 (as updated from time to time). When the legislative changes are enacted, and/or additional guidance is published by HMRC, the parties will each use all reasonable endeavours to agree any modifications to this Schedule 4 as may be necessary to reflect any changes necessary to ensure compliance with such changes and/or guidance.

1.5 Where QTM Global Services Limited wishes to engage a Limited Company Contractor to provide services directly or indirectly to *The Purchasing Authority* under the Agreement, within five (5) Working Days of *The Purchasing Authority's* or the Customer's request and in any event prior to any engagement of the Limited Company Contractor being commenced, QTM Global Services Limited agrees to provide, or where necessary to procure that any other member of QTM Global Services Limited Personnel provides written details of the arrangements pursuant to which such individual is engaged, including: (1) details of the limited company or partnership through which the Limited Company Contractor is engaged (the "Direct Intermediary"); (2) details of all entities and intermediaries through which the Limited Company Contractor is supplied to *The Purchasing Authority* (other than the Direct Intermediary); (3) details of the service(s) provided by such Limited Company Contractor; and (4) any such other information as *The Purchasing Authority* or the Customer requests in relation to the Limited Company Contractor.

1.6 30 days prior to the first payment to or in respect of any Limited Company Contractor which is made by QTM Global Services Limited on or after 6 April 2021 (or such other date as the parties may agree in advance in writing), QTM Global Services Limited agrees to:

1.6.1 provide *The Purchasing Authority* and/or the Customer (as applicable) with all such information, documentation, materials and assistance as *The Purchasing Authority* or the Customer (as applicable) may reasonably require from time to time in respect of any Status Determinations which *The Purchasing Authority* or the Customer are required to undertake;

1.6.2 provide *The Purchasing Authority* and/or the Customer (as applicable) with the contact details for each Limited Company Contractor such that *The Purchasing Authority* or the Customer (as applicable) can notify QTM Global Services Limited and the relevant Limited Company Contractor of the outcome of the Status Determination as required under the IR35 Legislation;

1.6.3 notify any other intermediaries or agencies in the supply chain relating to the supply of the relevant Limited Company Contractor of the outcome of the Status Determination,

and, in each case, to the extent that QTM Global Services Limited does not itself hold the relevant information, it shall procure that the relevant party provides such information within the above timescales.

1.7 QTM Global Services Limited shall promptly inform *The Purchasing Authority* or the Customer (as applicable) of any material change to any information, materials or documentation previously provided in compliance with this Clause 1 and will also promptly give to *The Purchasing Authority* or the Customer any other information, materials and/or documentation which *The Purchasing Authority* or the Customer considers relevant to determining whether the engagement of QTM Global Services Limited Personnel is an engagement to which the IR35 Legislation applies.

1.8 *The Purchasing Authority* shall (or where applicable shall use its reasonable endeavours to procure that the Customer shall) notify QTM Global Services Limited and the relevant Limited Company Contractor of the outcome of the Status Determination as required under the IR35 Legislation.

1.9 The parties agree that *The Purchasing Authority* or the Customer (as applicable) may use such means of reaching the Status Determination in relation to any Limited Company Contractor working as part of QTM Global Services Limited Personnel as it shall decide is reasonable from time to time. For the avoidance of doubt, the parties agree that this may include using HMRC's 'Check Employment Status for Tax' tool, but may also include any other reasonable means of categorising or assessing the likely risk of a Deemed Employee Determination being made in respect of a Limited Company Contractor working as part of QTM Global Services Limited Personnel.

1.10 The parties agree that in the event that HMRC determines that a Status Determination made in respect of a Limited Company Contractor is not valid and *The Purchasing Authority* or the Customer (as applicable) reasonably determines that this is as a result of information provided or procured by QTM Global Services Limited being inaccurate or inadequate in any way, QTM Global Services Limited shall indemnify *The Purchasing Authority* or the Customer (as applicable) against any Liabilities that *The Purchasing Authority* or the Customer (as applicable) incurs as a result of that determination by HMRC in accordance with Clause 3.1.3 below.

2. Deemed Employee Determination

2.1 It is assumed that QTM Global Services Limited is the Fee-Payer for the purposes of the IR35 Legislation and QTM Global Services Limited will promptly inform *The Purchasing Authority* and/or the Customer (as applicable) if this is not the case.

2.2 In the event QTM Global Services Limited (or such other intermediary as is the Fee-Payer) or the Limited Company Contractor wishes to make representations to *The Purchasing Authority* or the Customer (as applicable) that the conclusion reached in the Status Determination is incorrect, QTM Global Services Limited will, and will procure that such other intermediary as is the Fee-Payer and the Limited Company Contractor will, comply with any relevant protocols of *The Purchasing Authority* or the Customer (as applicable) from time to time in place for resolving any disagreement regarding a Status Determination. At a minimum, QTM Global Services Limited will, and will procure that such other intermediary as is the Fee-Payer and the Limited Company Contractor will, ensure that any representations regarding the Status Determination are made in writing without delay following the notification by *The Purchasing Authority* or the Customer of the outcome of the Status Determination and will ensure that such representations clearly set out the reasons for the disagreement with that outcome. *The Purchasing Authority* or the Customer (as applicable) will inform QTM Global Services Limited, the Limited Company Contractor and/or the Fee Payer as necessary of the outcome of the consideration of the representations within 45 days of receipt of the representations. QTM Global Services Limited shall provide, or shall procure that the Fee-Payer or the Limited Company Contractor provides, such information and assistance as *The Purchasing Authority* or the Customer (as applicable) may require from time to time in connection with any such representations or dispute.

2.3 If at any time *The Purchasing Authority* or the Customer (as applicable) determines that circumstances have changed such that the Status Determination in respect of a Limited Company Contractor needs to be revised, such steps as necessary will be taken in order for *The Purchasing Authority* or the Customer (as applicable) to issue a revised Status Determination to the Limited Company Contractor, QTM Global Services Limited and/or the Fee-Payer as applicable.

2.4 QTM Global Services Limited shall continue to apply (or procure that the Fee-Payer continues to apply) the Status Determination which has been notified to it in respect of all payments made to or in respect of the relevant Limited Company Contractor unless and until *The Purchasing Authority* or the Customer (as applicable) notifies QTM Global Services Limited (and/or the Fee Payer as necessary) that the Status Determination has changed.

2.5 The parties agree that, for the purposes of any statutory or other obligation on *The Purchasing Authority* or the Customer (as applicable) to provide information to the Limited Company Contractor, Supplier and/or Fee-Payer about *The Purchasing Authority* or the Customer's reasons for reaching the Status Determination it shall suffice that *The Purchasing Authority* or the Customer (as applicable) provides details of the basis on which it approaches making the Status Determination and that *The Purchasing Authority* or the Customer (as applicable) shall therefore be deemed to have satisfied its obligation to provide such information.

3. Supplier's Obligations

3.1 Where QTM Global Services Limited or any Supplier Personnel are liable to be taxed in the UK, or to pay National Insurance Contributions and/or Apprenticeship Levy payments, in respect of any payment or benefit received or treated as being received by any Supplier Personnel (or their associates) or Limited Company Contractor in respect of the Services, QTM Global Services Limited shall:

3.1.1 pay all such tax, National Insurance Contributions and Apprenticeship Levy payments and in doing so shall at all times comply with ITEPA and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to National Insurance Contributions, in respect of any such payment or benefit;

3.1.2 provide to HMRC all information required as and when necessary in connection with the proper operation of PAYE for the purposes of income tax, National Insurance Contributions and Apprenticeship Levy in respect of each member of QTM Global Services Limited Personnel;

3.1.3 notwithstanding any cap on Supplier's liability contained elsewhere within the Agreement, indemnify and keep indemnified in full each of the Indemnified Parties against any and all Liabilities incurred by each of them arising out of or in connection with any breach by QTM Global Services Limited of this Clause 3.1. For the avoidance of doubt, QTM Global Services Limited shall indemnify and keep indemnified each of the Indemnified Parties in the event that they become liable to account for deductions of income tax, Apprenticeship Levy and/or National Insurance Contributions, or payment of employer National Insurance Contributions, in respect of any Limited Company Contractor, other than in circumstances where QTM Global Services Limited has provided the required information in accordance with Clause 1.5 above, and *The Purchasing Authority* or the Customer (as applicable) has failed to exercise reasonable care in producing the Status Determination. The parties agree that *The Purchasing Authority* or the Customer (as applicable) shall be deemed to have exercised reasonable care if it has produced the Status Determination in accordance with the provisions of Clause 1.9.

4. Deductions

4.1 For the avoidance of doubt, *The Purchasing Authority* and/or the Customer (as applicable) shall be entitled to make deductions in respect of income tax, National Insurance Contributions and Apprenticeship Levy payments if it reasonably considers that it is required by law to do so; and in particular in the event that changes are made to the IR35 Legislation or other legislation applying to engagements through intermediaries which make *The Purchasing Authority* and/or the Customer (as applicable) responsible for the application of income tax, National Insurance Contributions and Apprenticeship Levy payments in respect of payments made to or in respect of any Limited Company Contractor or any member of QTM Global Services Limited Personnel, notwithstanding that it does not engage that individual directly.

5. Anti-facilitation of tax evasion

5.1 QTM Global Services Limited shall:

5.1.1 not engage in any activity, practice or conduct which would constitute either:

- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

5.1.2 have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of QTM Global Services Limited) and to ensure compliance with clause 5.1.1;

5.1.3 notify *The Purchasing Authority* in writing if it becomes aware of any breach of clause 5.1.1 or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement; and

5.1.4 within 1 month of the date of this Agreement, and annually thereafter, certify to *The Purchasing Authority* in writing signed by an officer of QTM Global Services Limited, compliance with this clause 5 by QTM Global Services Limited and all persons associated with it under clause 5.2 QTM Global Services Limited shall provide such supporting evidence of compliance as *The Purchasing Authority* may reasonably request.

5.2 QTM Global Services Limited shall ensure that any person associated with QTM Global Services Limited who is performing Services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on QTM Global Services Limited in this clause 5 ("**Relevant Terms**"). QTM Global Services Limited shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to *The Purchasing Authority* for any breach by such persons of any of the Relevant Terms.

5.3 Breach of this clause 5 shall be deemed a material breach of this Agreement.

6. For the purposes of clause 5, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with QTM Global Services Limited includes, but is not limited to, any subcontractor of QTM Global Services Limited.