

Supplier Terms and Conditions

G-Cloud 15 (RM1557.15)

1. Purpose and Contractual Status

1.1 These Supplier Terms and Conditions (“**Supplier Terms**”) apply to all Call-Off Contracts entered into under the **G-Cloud 15 Framework (RM1557.15)**.

1.2 These Supplier Terms form part of the Call-Off Contract and apply only to the extent permitted by the Framework Agreement.

1.3 In the event of any inconsistency between:

- the Framework Agreement;
- the Call-Off Contract (including all Call-Off Schedules);
- these Supplier Terms; and
- any other supplier terms,

The order of precedence set out in the Framework Agreement shall apply.

2. Scope of Services

2.1 The Supplier shall provide only the Deliverables expressly described in:

- the Call-Off Order Form;
- the Call-Off Specification;
- the applicable Call-Off Schedules; and
- the Framework Agreement.

2.2 The Deliverables are strictly limited to those expressly set out above. No obligation, activity, or output shall be implied by:

- Good Industry Practice;
- Buyer expectations;
- prior discussions;
- marketing, catalogue or promotional materials; or
- participation in the Framework.

2.3 Any service or activity not expressly included within the Deliverables shall be treated as a Change and shall be subject to the agreed change control procedure.

3. Buyer Responsibilities and Dependencies

3.1 The Supplier’s performance of the Deliverables is conditional upon the Buyer fulfilling its responsibilities, including (where applicable):

- a) providing accurate, complete, and timely information
- b) providing access to relevant systems, premises, personnel, and third-party providers
- c) maintaining Buyer-side infrastructure, networks, credentials, and licences;

- d) making decisions, approvals, and confirmations within agreed timescales;
- e) complying with agreed security, access, and operating procedures.

3.2 Buyer responsibilities and dependencies shall be documented in the Call-Off Order Form, the Implementation Plan, or agreed governance documentation.

3.3 Where the Buyer fails to meet a documented dependency, the Supplier shall be entitled to proportionate relief, including:

- reasonable extensions to delivery timescales;
- relief from affected Performance Levels and KPIs; and
- recovery of additional costs where permitted under the Call-Off Contract.

3.4 The Supplier shall not be responsible for any failure or delay to the extent caused by Buyer acts or omissions.

4. Charges, Invoicing and Payment

4.1 Charges shall be as set out in the Call-Off Pricing Schedule and are inclusive of all Supplier costs required to comply with the Framework Agreement.

4.2 Charges exclude:

- Out-of-Scope activities; and
- any additional services not expressly agreed through change control.

4.3 Invoicing and payment shall be in accordance with the Call-Off Contract.

4.4 Where any part of an invoice is disputed, the Buyer shall pay the undisputed portion in accordance with the agreed payment terms.

4.5 No price indexation or uplift shall apply unless expressly stated in the Call-Off Pricing Schedule.

5. Performance Levels and Service Credits

5.1 The Supplier shall meet or exceed the Performance Levels and KPIs set out in Call-Off Schedule 14 (Performance Levels) where those Performance Levels relate to activities within the Supplier's control.

5.2 Performance Levels shall not apply, or shall be adjusted, where a failure is attributable to:

- Buyer systems or infrastructure;
- Buyer data quality;
- Buyer delays or failure to meet dependencies; or
- third-party services outside the Supplier's reasonable control.

5.3 Service Credits:

- constitute price adjustments and not damages; and

- apply strictly in accordance with the Call-Off Contract.

5.4 Service Credits shall not apply where a failure arises from Buyer-controlled factors.

6. Implementation and Change Control

6.1 Where applicable, the Supplier shall deliver the Implementation Plan in accordance with Call-Off Schedule 13 (Implementation Plan and Testing).

6.2 Delivery milestones apply solely to activities within the Supplier's control.

6.3 Any changes to scope, pricing, or delivery timescales shall be managed in accordance with the change control procedure set out in the Call-Off Contract.

7. Term and Termination

7.1 The Call-Off Contract shall continue for the Initial Term and any Extension Periods stated in the Call-Off Order Form.

7.2 There shall be no automatic renewal unless expressly stated in the Call-Off Contract.

7.3 Termination rights shall apply as set out in the Framework Agreement and the Call-Off Contract.

7.4 Where the Buyer terminates for convenience, the Supplier shall be entitled to payment for Deliverables properly performed and unavoidable committed costs, to the extent permitted by the Framework Agreement.

8. Exit Management

8.1 The Supplier shall provide exit assistance strictly in accordance with **Call-Off Schedule 10 (Exit Management)**.

8.2 Exit assistance shall be proportionate to the scope of the Deliverables and limited to what is reasonably required to ensure continuity.

8.3 The Supplier shall not be required to provide enhanced or accelerated exit services beyond those agreed, nor exit services outside the agreed Exit Plan without agreed charges.

9. Intellectual Property Rights

9.1 Each party retains ownership of its Existing IPR.

9.2 The Supplier grants the Buyer a non-exclusive, royalty-free, perpetual licence to use the Supplier's Existing IPR solely to the extent necessary to receive and use the Deliverables.

9.3 This licence:

- survives expiry or termination of the Call-Off Contract;
- is assignable and sublicensable for public-sector continuity purposes; and
- extends to Replacement Suppliers where required for exit.

9.4 New IPR created in the course of delivering the Deliverables shall vest in the Buyer unless otherwise stated in the Call-Off Order Form.

9.5 Nothing in these Supplier Terms transfers ownership of the Supplier's underlying platforms, tools, methodologies, generic components, or know-how.

10. Data Protection and Security

10.1 Data protection obligations are governed by **Joint Schedule 10 (Processing Data)**.

10.2 Security obligations are governed by the applicable **Call-Off Schedule 9 (Security)**.

10.3 Each party is responsible for the security of systems and data within its respective control.

10.4 Audit and assurance activities shall be conducted reasonably and proportionately, with due regard to operational continuity.

11. Liability and Insurance

11.1 Liability caps and exclusions apply as set out in the Framework Agreement and the Call-Off Contract.

11.2 Certain liabilities may be uncapped where required by the Framework Agreement.

11.3 The Supplier shall maintain insurance in accordance with the Framework Agreement for the duration of the Call-Off Contract.

12. Governance and Issue Resolution

12.1 The parties shall operate the governance arrangements set out in the Call-Off Contract.

12.2 Issues shall be escalated through the agreed governance structure prior to the exercise of formal contractual remedies where reasonably practicable.

13. General

13.1 Nothing in these Supplier Terms limits any statutory rights of the Buyer.

13.2 Any provision found unenforceable shall be severed without affecting the remainder of these Supplier Terms.