



# Terms & Conditions document

**G-Cloud 15 SAP Services**

## **1. Applicability**

- 1.1 The G-Cloud Framework Agreement and the Call-Off Contract govern the procurement of the Services.
- 1.2 These terms apply to the provision of SAP-related services by Inetum Digital Services UK Limited ("Supplier") to the Buyer and are supplemental to the Framework and Call-Off.
- 1.3 In the event of conflict, the Call-Off Contract prevails.

## **2. Scope of Services**

- 2.1 The Services may include SAP implementation, configuration, support, data migration, system integration and related advisory activities.
- 2.2 The precise scope, deliverables, timelines, service levels and charges shall be set out in the applicable Call-Off Contract and/or Statement of Work (SoW).
- 2.3 No commitment is made beyond what is expressly agreed in the Call-Off and/or SoW. This agreement (or an individual Statement of Work) shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 13 (Termination).

## **3. Intellectual Property Rights**

- 3.1 The Supplier and any third party retain ownership of all Supplier intellectual property rights and third-party intellectual property rights.
- 3.2 The Buyer retains ownership of intellectual property in its materials and in deliverables, excluding Supplier and third-party intellectual property.
- 3.3 The Supplier grants the Buyer a non-exclusive, royalty-free licence to use Supplier intellectual property solely to receive and use the Services for the Buyer's internal business purposes.
- 3.4 No rights are granted to any SAP or other third-party software except as provided under the applicable third-party licence term.

## **4. Third-Party Software (including SAP)**

- 4.1 The Services may involve SAP software and/or other third-party products or services.
- 4.2 Use of such software is subject to the relevant third-party terms, which the Buyer agrees to comply with.
- 4.3 The Supplier does not warrant third-party software, its uninterrupted operation, or its fitness beyond what is stated in the applicable third-party terms.

## **5. Data Protection and Data Ownership**

- 5.1 The Buyer retains ownership of its data.
- 5.2 Each party shall comply with applicable data protection legislation.
- 5.3 Where the Supplier processes personal data on behalf of the Buyer, the Buyer is the controller and the Supplier is the processor, acting on documented instructions.

## **6. Confidentiality**

- 6.1 Each party shall keep the other's confidential information confidential and use it only to perform its obligations under the Call-Off and these terms.

6.2 Disclosure is permitted to personnel and advisers on a need-to-know basis or where required by law.

## **7. Service Levels and Change**

7.1 Any service levels, response times or acceptance criteria are defined in the Call-Off and/or SoW.

7.2 Changes to scope, charges or timelines must be agreed in writing in accordance with the change control provisions of the Call-Off and/or SoW.