



infotel

UK Consulting



**TERMS AND
CONDITIONS**

TERMS AND CONDITIONS FOR THE SUPPLY OF SOFTWARE AND IT CONSULTANCY SERVICES

These Terms and Conditions ("Terms") apply to all Services supplied by the Supplier under any GCloud CallOff Contract and associated Order Form. These Terms are subordinate to and shall be interpreted in accordance with the GCloud Framework Agreement and the applicable CallOff Contract.

1. Definitions

1.1 "Buyer" means the public sector customer entering into a CallOff Contract with the Supplier.

1.2 "CallOff Contract" means the contract formed under the GCloud Framework Agreement between the Buyer and Supplier.

1.3 "Deliverables" means all outputs, materials, documents, software, configurations, reports or other items produced by the Supplier under the CallOff Contract.

1.4 "Order Form" means the document specifying the Services, Deliverables, pricing, milestones and acceptance criteria.

1.5 "Services" means the services described in the Order Form.

1.6 "Supplier" means the organisation providing the Services under the CallOff Contract.

1.7 "Supplier IPR" means all Intellectual Property Rights owned or developed by the Supplier, whether preexisting or created independently of the Services.

1.8 "Buyer Marks" means the Buyer's trademarks, logos, branding and other proprietary identifiers.

1.9 "Confidential Information" means all information disclosed by one party to the other in connection with the CallOff Contract, whether oral, written or otherwise.

2. Term and Scope of Services

2.1 The Supplier shall provide the Services described in the Order Form.

2.2 The Supplier shall perform the Services with reasonable skill, care and diligence.

2.3 The Buyer shall provide timely access to personnel, systems, environments, information and approvals necessary for the Supplier to perform the Services.

2.4 Buyer responsibilities and assumptions shall be as set out in the Order Form.

3. Change Control

- 3.1 Any change to scope, Deliverables, timelines or assumptions must be agreed in writing.
- 3.2 No change shall take effect until approved by both parties.
- 3.3 Changes may affect fees, timelines or resource requirements.

4. Fees and Expenses

- 4.1 Fees are as set out in the Order Form.
- 4.2 Fees shall be invoiced as follows:
[Insert invoicing schedule]
- 4.3 Payment terms:
[Insert payment terms if different from standard 30 days]
- 4.4 Additional work outside scope shall be charged at the Supplier's prevailing rate card.
- 4.5 Disputed invoices must be notified within 10 working days.
- 4.6 Billing errors shall be resolved in good faith.

5. Intellectual Property Rights

- 5.1 Upon full payment and completion, the Supplier shall assign to the Buyer all IPR in the Deliverables.
- 5.2 The Supplier shall assist the Buyer in vesting ownership.
- 5.3 The Supplier shall not use opensource components without Buyer consent.
- 5.4 The Buyer acknowledges that opensource components may change over time.
- 5.5 Any equipment supplied becomes the Buyer's property upon delivery or payment.
- 5.6 The Buyer is responsible for thirdparty software licences required for the Deliverables.
- 5.7 The Supplier is not liable for changes to thirdparty software or licensing terms.
- 5.8 The Buyer retains all rights in Buyer Marks.
- 5.9 The Supplier may use Supplier IPR during delivery.
- 5.10 Supplier IPR remains the Supplier's property, including enhancements.
- 5.11 The Supplier grants the Buyer a licence to use Supplier IPR solely for operating and maintaining the Deliverables.
- 5.12 The Supplier shall make reasonable efforts to obtain thirdparty IPR required for delivery, at the Buyer's cost.

6. Indemnities and ThirdParty Claims

- 6.1 Indemnities are governed by the CallOff Contract.
- 6.2 The Supplier is not liable for claims arising from Buyerprovided data.
- 6.3 The Buyer shall notify the Supplier promptly of any claim.
- 6.4 Neither party shall settle a claim without the other's consent.

7. Confidentiality

- 7.1 Each party shall keep the other's Confidential Information strictly confidential.
- 7.2 Disclosure is permitted only to personnel who need to know for contract performance.
- 7.3 Each party shall protect Confidential Information with at least the same care used to protect its own.
- 7.4 Confidentiality obligations do not apply to information that is:
 - 1.already known;
 - 2.public;
 - 3.lawfully disclosed by a third party;
 - 4.required to be disclosed by law.
- 5.7.5 Where disclosure is required by law, the receiving party shall notify the other and cooperate in seeking protective measures.

8. NonSolicitation

- 8.1 The Buyer shall not employ or solicit Supplier personnel involved in the Services during the term and for 12 months thereafter.
- 8.2 This restriction applies to Buyer affiliates and agents.
- 8.3 Breach incurs a fee equal to 20% of the individual's annual remuneration.
- 8.4 Exclusions apply where:
 - 1.the individual was introduced by the Buyer;
 - 2.the individual left the Supplier independently;
 - 3.the individual responded to a general job advertisement.

9. Independent Contractor

- 9.1 The Supplier is an independent contractor.
- 9.2 Nothing creates an agency, partnership or employment relationship.
- 9.3 The Supplier retains discretion over the manner and method of performing the Services.

10. Amendments

- 10.1 No amendment or waiver is valid unless in writing and signed by both parties.

11. Contacts and Notices

11.1 Each party shall appoint a Principal Contact:

Buyer Principal Contact

Name: _____

Title: _____

Email: _____

Phone: _____

Supplier Principal Contact:

Name: _____

Title: _____

Email: _____

Phone: _____

11.2 Changes to Principal Contacts must be notified in writing.

11.3 Formal notices shall be sent to the addresses specified in the CallOff Contract.

12. Severance

12.1 Invalid or unenforceable provisions shall be modified to the minimum extent necessary.

12.2 If modification is not possible, the provision shall be deleted.

12.3 The remainder of the Terms shall remain in force.

13. ThirdParty Rights

13.1 No third party has any right to enforce these Terms.

14. Publicity

14.1 Neither party shall issue public statements about the CallOff without consent.

14.2 The Supplier may list the Buyer as a client and describe the work in general terms.

14.3 Detailed publications require Buyer approval.

15. Export Controls

15.1 Both parties shall comply with UK Export Control Laws.

15.2 The Buyer shall notify the Supplier if any Buyer provided information is export controlled and provide the ECCN.

16. Assignment

16.1 Neither party may assign the CallOff Contract without written consent, except the Supplier may assign to a successor entity.

16.2 Subcontracting is permitted as allowed under the CallOff Contract.

17. Entire Agreement

17.1 The CallOff Contract, Order Form and these Terms constitute the entire agreement.

18. Dispute Resolution

18.1 Parties shall attempt to resolve disputes through goodfaith negotiation.

18.2 Unresolved disputes shall be referred to arbitration under the LCIA Rules.

19. Governing Law

19.1 These Terms are governed by the law of England and Wales.

20. Compliance with Laws

20.1 The Supplier shall comply with all applicable laws, including:

1. UK GDPR and Data Protection Act 2018;
2. Modern Slavery Act 2015;
3. Bribery Act 2010;
4. any other relevant legislation.

20.2 The Supplier shall maintain appropriate policies, controls and training to ensure compliance.

SIGNATURES

IN WITNESS WHEREOF, the parties here to have caused this CallOff Contract and these Terms & Conditions to be executed by their duly authorised representatives.

For the Buyer**Organisation:** _____**Name:** _____**Title:** _____**Signature:** _____**Date:** _____**For the Supplier****Organisation:** Infotel UK Consulting Ltd**Name:** _____**Title:** _____**Signature:** _____**Date:** _____

To discuss the above terms further, or for any additional information, please contact:

Martin Gardner**07948798731****martin.gardner@infotel.com**