

Marvell Consulting

Standard terms and conditions
G-Cloud 15



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Terms and conditions

Important: These Terms and Conditions apply to the supply of the Data Catalogue Platform service. Where the parties enter into a G-Cloud Call-Off Contract, the Call-Off Contract takes precedence over these Terms to the extent of any conflict.

1. Definitions

- Buyer: the contracting authority purchasing the Service.
- Supplier: the service provider.
- Service: the Data Catalogue Platform service described in the Service Definition Document.
- Environment: a buyer-dedicated, single-tenant deployment of the Service (hosted in UK cloud regions only).
- Documentation: user/admin documentation and operational guidance provided with the Service.
- Confidential Information: information disclosed by one party to the other that is confidential by nature or marked confidential.
- Personal Data: has the meaning in applicable data protection law.

2. Provision of the Service

2.1 The Supplier will provide the Service to the Buyer for the term of the applicable Call-Off Contract.

2.2 The Service is provided as a buyer-dedicated Environment unless otherwise agreed in writing.

2.3 The Supplier may update the Service to maintain security, performance, or compliance, and will use reasonable endeavours to notify the Buyer of material changes.

3. Support

3.1 Support is provided in accordance with the support level selected by the Buyer (if any) and as described in the Service Definition Document and the Call-Off Contract.

3.2 The Buyer will provide nominated contacts for support and escalation.

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4. Buyer responsibilities

4.1 The Buyer is responsible for:

- ensuring its users comply with acceptable use and security requirements;
- maintaining the confidentiality of user credentials and access tokens;
- providing accurate information required for onboarding and integrations;
- configuring roles/permissions appropriately for its users.

5. Acceptable use

5.1 The Buyer must not use the Service to:

- breach law or regulation;
- introduce malware, attempt unauthorised access, or disrupt the Service;
- process or store data in a way that the Buyer is not authorised to do.

5.2 The Supplier may suspend access to prevent or address a security risk or unlawful use, and will notify the Buyer where reasonably practicable.

6. Security

6.1 The Supplier will operate reasonable technical and organisational measures to protect the Service and Buyer data, including controls described in the Service Definition Document.

6.2 The Supplier will restrict privileged access to authorised personnel and maintain audit logging appropriate to the Service.

7. Data protection

7.1 Each party will comply with applicable data protection law.

7.2 Where the Supplier processes Personal Data on behalf of the Buyer, the parties will comply with the data protection provisions in the Call-Off Contract and any agreed data processing terms.

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8. Confidentiality

8.1 Each party will protect the other's Confidential Information using reasonable care and not disclose it except:

- to its personnel and subcontractors on a need-to-know basis and under confidentiality obligations;
- or where required by law.

8.2 Confidentiality obligations do not apply to information that is public, already known without breach, independently developed, or rightfully received from a third party.

9. Intellectual property

9.1 The Supplier retains all intellectual property rights in the Service, Documentation, and Supplier materials.

9.2 The Buyer retains all intellectual property rights in Buyer data and Buyer-provided materials.

9.3 The Supplier grants the Buyer a non-exclusive, non-transferable licence to use the Service and Documentation during the term, for the Buyer's internal purposes and public service delivery as applicable.

10. Subcontractors

10.1 The Supplier may use subcontractors (including cloud hosting providers) to provide the Service.

10.2 The Supplier remains responsible for the performance of subcontractors used to deliver the Service.

11. Service availability and maintenance

11.1 Service availability targets and any service credits are set out in the Service Definition Document and/or Call-Off Contract.

11.2 Planned maintenance will be communicated in advance where reasonably practicable and scheduled to minimise impact.

12. Records, audit, and reporting

12.1 The Supplier will provide operational reporting and incident reporting as described in the Service Definition Document and the Call-Off Contract.

12.2 Audit log retention periods are as described in the Service Definition Document unless otherwise agreed.

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13. Charges and payment

13.1 Charges are as set out in the Pricing Document and confirmed in the Call-Off Contract.

13.2 The Buyer will pay invoices in accordance with the Call-Off Contract payment terms.

14. Suspension and termination

14.1 Either party may terminate in accordance with the Call-Off Contract.

14.2 The Supplier may suspend the Service where required to address a material security risk, unlawful use, or non-payment, and will notify the Buyer where reasonably practicable.

15. Exit, data extraction, and data deletion

15.1 On termination or expiry, the Buyer may extract its data in standard formats as described in the Service Definition Document and/or Call-Off Contract.

15.2 Following the agreed extraction window, the Supplier will revoke access and retain or securely delete Buyer data in line with the Call-Off Contract and retention policy.

15.3 The Supplier will provide deletion confirmation where required and where technically feasible.

16. Liability

16.1 Each party's liability is subject to the caps, exclusions, and mandatory carve-outs set out in the Call-Off Contract.

16.2 Nothing in these Terms limits liability that cannot be limited by law.

17. Force majeure

Neither party is liable for failure or delay caused by events outside its reasonable control, provided it uses reasonable endeavours to mitigate the impact.



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18. Dispute resolution

The parties will attempt to resolve disputes through good faith escalation to senior representatives. If unresolved, dispute resolution will follow the Call-Off Contract provisions.

19. Governing law

These Terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction, unless the Call-Off Contract states otherwise.

20. Order of precedence

If the parties have a Call-Off Contract, it takes precedence over these Terms and over the Service Definition Document and Pricing Document to the extent of any inconsistency.



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11. Security (schedule-led)

11.1 Security schedules. Where a security schedule is incorporated (e.g., Call-Off Schedule 9 variants), the Parties will comply with it and any Buyer security policies referenced in the Order Form.

12. Subcontracting (non-controversial)

12.1 Use of subcontractors. Marvell may use subcontractors to deliver parts of the Services where permitted by the call-off documentation, remaining responsible for performance of the Services in accordance with the Call-Off Contract.

12.2 Key subcontractors. Where “Key Subcontractors” are identified under the PSC documentation (e.g., Joint Schedule 6), Marvell will manage them in accordance with those terms.

13. Exit and transition support (schedule-led)

13.1 Exit management. Where incorporated, Call-Off Schedule 10 (Exit Management) governs exit and transition. Any exit assistance not already priced will be provided at rates set out in the Order Form / pricing schedule (or otherwise agreed via change control).

14. Liability, termination, dispute resolution (express deferral)

14.1 No override. Nothing in these SFT limits or expands liability, termination rights, or dispute resolution processes beyond what is set out in the PSC documentation and the Order Form. Those provisions prevail.

15. General

15.1 Entire agreement for these SFT. These SFT form part of the Call-Off Contract only to the extent incorporated under clause 1.1 and should be read as operational supplements to the PSC documents.

15.2 Governing law. Governing law and jurisdiction are as set out in the Call-Off Contract / applicable law schedule (e.g., England & Wales unless an alternative jurisdiction schedule is incorporated).



Talk to us

We're always here to answer questions or to discuss the needs of your project.

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