

Marvell Consulting

Standard terms and conditions
G-Cloud 15



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Terms and conditions

1. Status, incorporation and precedence

1.1 Incorporation. These Supplier Furnished Terms (“SFT”) apply only where the Order Form (or other call-off documentation) expressly incorporates them into the Call-Off Contract.

1.2 No conflict intended. These SFT are not intended to conflict with the G-Cloud 15 contract documents (PSC construct). Where any inconsistency arises, the document higher in the applicable order of precedence will prevail. For information, CCS guidance describes an order of precedence in which the Order Form sits above Supplier Furnished Terms.

1.3 Defined terms. Capitalised terms used but not defined in these SFT have the meaning given in Joint Schedule 1 (Definitions).

2. Governance and communications

2.1 Named contacts. Each Party will appoint a Contract Manager and (where relevant) a Delivery Lead. The initial named contacts will be those stated in the Order Form.

2.2 Operational meetings. If requested by the Buyer, the Parties will hold regular service/delivery meetings at a cadence proportionate to the engagement (e.g., weekly/fortnightly during active delivery).

2.3 Decision-making. Each Party will ensure its appointed contacts have sufficient authority to make day-to-day operational decisions and to escalate issues appropriately.



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3. Delivery approach and dependencies

3.1 Buyer dependencies. The Buyer will provide, in a timely manner, the access, information, approvals and decisions reasonably required for Marvell to perform the Services (including access to relevant environments, stakeholders, and third parties under the Buyer's control).

3.2 Accuracy of Buyer materials. The Buyer will take reasonable care to ensure information and materials it provides are accurate and complete in all material respects. Marvell will not be responsible for delays or rework caused by material inaccuracies or late provision.

3.3 Working arrangements. Unless otherwise stated in the Order Form:

- Services may be delivered remotely and/or on Buyer premises as required; and
- Buyer site access will be provided during normal working hours with reasonable notice and in accordance with the Buyer's site policies.

4. Personnel and substitution

4.1 Key personnel. Where the Order Form identifies Key Supplier Staff (or where Call-Off Schedule 7 is used), Marvell will use reasonable endeavours to provide continuity of those individuals, subject to availability and applicable policies.

4.2 Substitution. Marvell may replace assigned personnel where reasonably necessary (including sickness, resignation, performance, security requirements, or scheduling). Marvell will provide reasonable notice and ensure replacements have appropriate skills and experience.

4.3 Security onboarding. Where the Buyer requires onboarding (including vetting or background checks) as part of delivery, the Parties will co-operate to complete it promptly; any specific requirements should be set out in the Order Form and/or relevant schedules.



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5. Change control (operational)

5.1 Change requests. Either Party may propose changes to scope, deliverables, timescales, assumptions, or other call-off details. A change request should be sufficiently detailed to assess impact on delivery, cost, risk and timetable.

5.2 No change unless agreed. No change takes effect unless agreed in writing in accordance with the call-off's variation mechanism (typically the PSC variation form / Joint Schedule 2 where used).

5.3 Continue delivery. Until a change is agreed, both Parties will continue to perform in accordance with the current agreed call-off documents.

6. Acceptance (only if not already specified elsewhere)

6.1 Order Form acceptance prevails. If the Order Form (or relevant Call-Off Schedules, e.g., implementation/testing) includes acceptance provisions, those apply and prevail.

6.2 Default acceptance. If no acceptance criteria or process is stated:

- Marvell will notify the Buyer on delivery of each Deliverable.
- The Buyer will have 10 Working Days to either accept the Deliverable or reject it with written reasons (including sufficient detail to reproduce the issue).
- If the Buyer does not reject within that period, the Deliverable will be deemed accepted.
- Deemed acceptance will not apply where the Buyer's inability to test is caused by Marvell.

6.3 Remedy. Where a Deliverable is rejected for non-conformance with agreed requirements, Marvell will use reasonable endeavours to remedy and resubmit within a reasonable time, taking account of severity and impact.



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7. Charges, invoicing and expenses (non-conflicting)

7.1 Charges. Charges are as set out in the Order Form and/or Call-Off Schedule 5 (Pricing).

7.2 Invoicing. Unless the Order Form states otherwise, Marvell will invoice in arrears monthly for time and materials, or on delivery/milestones for fixed price deliverables (as applicable).

7.3 Expenses. Travel and subsistence are chargeable only if expressly permitted in the Order Form (and only at cost, with reasonable evidence on request).

8. Intellectual property (express deferral)

8.1 Background IPR. Each Party retains ownership of its Background IPR.

8.2 Call-Off Schedule 1 applies. Ownership and licensing of IPR created or used in delivering the Services (including Deliverables) is governed by Call-Off Schedule 1 (Intellectual Property Rights) as incorporated into the Call-Off Contract and the IPR option selected for the call-off.

8.3 Third-party materials. Where Deliverables include third-party materials (e.g., open source), applicable licence terms will apply, and Marvell will identify any material restrictions that could reasonably affect Buyer use.



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9. Data protection (updated and PSC-aligned)

9.1 Joint Schedule 10 applies. Where Personal Data is processed in connection with the call-off, the Parties will comply with applicable Data Protection Legislation and the arrangements set out in Joint Schedule 10 (Processing Data) (including completion of relevant annexes where required).

9.2 Business contact details. Each Party may process the other Party's business contact details for contract management purposes. Each Party will ensure it has an appropriate lawful basis and provides required transparency information to its staff.

10. Confidentiality and information handling (light-touch)

10.1 Contract confidentiality. The Parties will comply with the confidentiality and information-handling provisions in the PSC documentation and any applicable schedules (including commercially sensitive information provisions where used).

10.2 Publicity. Neither Party will use the other's name, logos or trademarks in publicity without prior written consent, except where required by law or government policy.



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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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