

Marvell Consulting

Case-working workflow management
and task processing pipelines

Standard terms and conditions

G-Cloud 15



Marvell Consulting



Marvell Consulting

Terms and conditions

Important: These Terms and Conditions apply to the supply of the Casework Management 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 Casework Management 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
- 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.



Marvell Consulting

Terms and conditions

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.

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



Marvell Consulting

Terms and conditions

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.

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.



Marvell Consulting

Terms and conditions

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.

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.



Marvell Consulting

Terms and conditions

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.

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.



Talk to us

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

gov@marvell-consulting.com

020 3886 0115

www.marvell-consulting.com



Marvell Consulting



Crown
Commercial
Service
Supplier