

## Quality Assurance Testing

### Terms & Conditions (GCloud -15 Compliant)

Prepared by DBaaS Ltd

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## **IMPORTANT NOTICE**

These Terms and Conditions are designed to comply with the G-Cloud 15 framework requirements and align with Public Sector Contract (PSC) terms as mandated by Crown Commercial Service (CCS) under the Procurement Act 2023.

Framework Compliance Statement:

- These terms are compatible with G-Cloud 15 Call-Off Contract requirements
- Services provided under this agreement comply with Cyber Essentials certification requirements
- All terms are subject to G-Cloud 15 framework terms taking precedence where applicable
- Supplier pays 0.75% framework management fee on all charges invoiced under G-Cloud Call-Off Contracts

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## **1. DEFINITIONS AND INTERPRETATION**

1.1 "Authority" means Crown Commercial Service (CCS) and any public sector Buyer accessing services through the G-Cloud 15 framework.

1.2 "Call-Off Contract" means an individual contract for services awarded by a Buyer under the G-Cloud 15 framework.

1.3 "Cyber Essentials Certification" means certification under the UK Government's Cyber Essentials scheme, mandatory for all G-Cloud 15 suppliers.

1.4 "Framework Agreement" means the G-Cloud 15 framework agreement reference RM1557.15 operated by Crown Commercial Service.

1.5 "Intellectual Property Rights (IPR)" means any and all patents, patent applications, trademarks, trademark applications, trade names, registered designs, copyright, database rights or similar intellectual property rights created, developed, subsisting or used in connection with the Project Services.

1.6 "Project Services" means any goods, services or advice to be provided by the Supplier to the Client as detailed in the PROJECT SCHEDULE, Statement of Work, or Order Form to this Agreement.

1.7 "Project Fees" means the agreed consideration to be paid by the Client to the Supplier for the supply of Project Services, as specified in the PROJECT SCHEDULE, Statement of Work, or Order Form.

1.8 "PSC Terms" means the Public Sector Contract template terms published by Crown Commercial Service.

1.9 "Supplier" means DBaaS Ltd.

1.10 "Client" or "Buyer" means the organization procuring services from the Supplier.

## **2. RECITAL AND FRAMEWORK COMPLIANCE**

2.1 The Client is engaged in a project ("the Project") requiring professional services or software as detailed in the Schedule or Statement of Work.

2.2 DBaaS Ltd has agreed to provide Consultancy, Database Management, Data Analytics, or Cloud Support services (the "Services") in connection with the Project and the Client has agreed to appoint DBaaS Ltd on the terms set out below.

2.3 Where services are provided under a G-Cloud 15 Call-Off Contract:

- These terms supplement and do not conflict with the Framework Agreement terms
- In the event of conflict, Framework Agreement terms take precedence
- The maximum contract duration shall be as follows:
  - Lot 1a/1b (IaaS/PaaS): Up to 5 years initial term with optional extensions up to 3 years (maximum 8 years total)
  - Lot 2a/2b/3 (SaaS/Cloud Support): Up to 4 years initial term with optional extensions up to 2 years (maximum 6 years total)
- The Supplier shall pay CCS a management fee of 0.75% (excluding VAT) of all Charges invoiced to the Buyer

2.4 The Supplier confirms compliance with all G-Cloud 15 mandatory requirements including but not limited to:

- Cyber Essentials certification (Cyber Essentials Plus for Lots 1a/1b)
- Economic and Financial Standing (EFS) requirements
- Carbon Reduction Plan (where applicable)
- Modern Slavery Statement
- Data Protection and GDPR compliance

### **3. CLIENT OBLIGATIONS AND SUPPLIER RECOMMENDATIONS**

3.1 With effect from the date on which the last of the two parties executes this Professional Services Agreement (the "Agreement"), the Client hereby appoints DBaaS Ltd to provide the Professional Services or software described in The Schedule, Statement of Work, or Order Form, and DBaaS Ltd agrees to provide such Professional Services upon the terms and conditions set out below.

3.2 The Client shall:

- Provide timely access to necessary systems, data, and personnel
- Ensure appropriate security clearances where required for services above OFFICIAL classification
- Comply with information security requirements and policies
- Provide written acceptance of milestones and deliverables within reasonable timeframes
- Make timely payments in accordance with agreed payment terms

3.3 The Supplier recommends that the Client:

- Maintains regular communication regarding project progress
- Provides feedback on deliverables promptly
- Escalates any concerns through proper channels as defined in this Agreement

#### **4. SUPPLIER'S UNDERTAKINGS**

4.1 In consideration of payment of the Project Fees by the Client, the Supplier undertakes to provide the Project Services subject to the terms and conditions of this Agreement.

4.2 The Supplier undertakes to perform the Project Services to high professional industry standards expected at all times, and devote such time, attention, skill and ability to the performance as the Client may reasonably require.

4.3 The Supplier will exercise control over how the Project Services are completed, where they are performed, and will have flexibility as to hours worked (subject to Clause 4.6 and Section 21). The Supplier recognizes that the Client has a right to review progress and shall use reasonable endeavours to discuss and agree on the allocation and execution of the Project Services.

4.4 The Supplier shall comply with any agreed timetable, targets for progress, delivery, or completion of tasks within the Project Services as agreed in writing.

4.5 When the Supplier provides Personnel to work on any Client site, the Supplier will ensure Personnel observe Health and Safety regulations and comply with all reasonable requests regarding data protection, working hours, security, and site policies.

4.6 In the event of conflict between terms in Clauses 1-13 and terms in the Project Schedule, the Project Schedule terms shall take precedence, provided they do not conflict with mandatory G-Cloud 15 Framework terms.

## **5. CHANGE ORDERS AND SERVICE VARIATIONS**

5.1 Both parties accept that it may be necessary to alter or adapt the Project Services, and any additional works may not be included in the Project Fees.

5.2 Any changes or additions to the Project Services or this Agreement terms will only be valid if agreed in writing by both parties (a "Change Order"). The Supplier is not obliged to perform additional Project Services unless subject to an agreed Change Order.

5.3 Project Fees may be revised in light of Change Orders. The Supplier will inform the Client of proposed fee changes in writing. Such changes are not valid until accepted in writing by the Client.

5.4 For G-Cloud 15 Call-Off Contracts, service variations must comply with Framework rules and may not materially change the service description without following proper variation procedures.

5.5 Change Orders may be in any writing format agreed between parties (email, signed document, etc.).

## **6. DIGITAL BUSINESS AS A SERVICE (DBaaS)**

6.1 DBaaS Ltd agrees that Services identified in The Schedule shall be performed by its personnel or consultants chosen by DBaaS Ltd to undertake the Services.

6.2 No changes in personnel assigned to the Project shall be made without the Client's prior approval, which shall not be unreasonably withheld or delayed.

6.3 If any personnel cease to be employees or contractors of DBaaS Ltd, the Supplier shall ensure suitably qualified replacements acceptable to the Client are appointed.

6.4 The Client shall have the right to review by curriculum vitae and interview all personnel proposed by DBaaS Ltd to work on the Project. If the Client rejects on reasonable grounds any resource, DBaaS Ltd shall remove that person and supply an acceptable alternative.

DBaaS Ltd shall at all times:

6.5 Faithfully and diligently perform duties and exercise powers consistent with providing the Services.

6.6 Obey all lawful and reasonable directions of the Client.

6.7 Ensure that personnel attending Client premises comply with all reasonable Health and Safety practices, security, and normal codes of conduct applicable to those premises.

6.8 If providing Information Technology services, ensure compliance with the Client's IT policies by DBaaS Ltd and its personnel.

DBaaS Ltd Warrants That:

6.9 Services shall be performed using all reasonable skill and care.

6.10 All personnel assigned to perform obligations under this Agreement shall have requisite skill, experience, qualifications, and knowledge to carry out assigned tasks.

6.11 All personnel hold valid Cyber Essentials certification (or work under the Supplier's valid certification) and appropriate security clearances where required.

## **7. DURATION AND TERMINATION**

7.1 This Agreement commences from the Commencement Date specified in the PROJECT SCHEDULE and shall remain in force until completion of the Project Services or as specified in the Call-Off Contract (where applicable).

7.2 Either party may terminate this Agreement with immediate effect by giving written notice if:

- The other party breaches this Agreement and fails to remedy such breach (where capable of remedy) within 14 days after being required in writing to do so
- The other party goes into liquidation, becomes bankrupt, makes a voluntary arrangement with creditors, or has a receiver or administrator appointed

7.3 If the Client reasonably deems that services of the Supplier's Personnel are unsatisfactory, or that Personnel's behaviour, attitude, or demeanour is unsuitable or prejudicial to the Client's interests, the Client may terminate this Agreement forthwith and withhold payment of outstanding invoices pending assessment of the Client's loss (maximum 4 weeks assessment period). The Client reserves the right to offset losses sustained from monies owed.

7.4 Either party may terminate this Agreement without cause by providing not less than 3 calendar months' notice in writing.

7.5 For G-Cloud 15 Call-Off Contracts, termination rights are also governed by Framework terms, including termination for default, convenience, and insolvency provisions.

7.6 Termination shall be without prejudice to rights arising prior to, or as a result of, such termination.

7.7 Upon termination, the Supplier shall provide reasonable exit assistance to ensure orderly transition of services, including transfer of data, documentation, and knowledge to the Client or successor supplier.

## **8. PAYMENTS, LATE FEES AND INVOICING**

8.1 The Supplier shall submit invoices in respect of Project Services as set down in the Project Fees section of the PROJECT SCHEDULE. Interim payments become due upon achievement of pre-agreed milestones, with balance payable upon completion.

8.1.1 The Supplier may submit an invoice for milestone payments provided that:

- Such milestone payment is provided for in the Project Fees section
- The Client has provided written acceptance (physical or digital) that necessary requirements have been met to render the milestone payment due

8.1.2 The Supplier may submit final invoice upon completion of Project Services, supported by written confirmation of final acceptance by the Client.

8.1.3 Written confirmation of acceptance of milestones and final completion represents full and final acceptance, which may not be withdrawn, and authorizes the Supplier to submit invoice for payment. The Client shall not unreasonably withhold or delay such written confirmation. Following acceptance, any subsequent dissatisfaction should be promptly notified and is covered by Clause 12.5.

8.2 The Client shall settle invoices within payment terms specified in the PROJECT SCHEDULE, Order Form, or Statement of Work:

- Standard payment terms: 30 days from invoice date
- Public Sector clients under G-Cloud 15: Payment terms as agreed in Call-Off Contract, typically 30 days
- In the event of non-payment or unreasonable withholding of acceptance, the Supplier may temporarily suspend provision of Project Services until invoice is settled or confirmation received

8.3 Payments shall be made by bank transfer. The Supplier shall advise relevant banking details as soon as possible, and prior to the first scheduled payment date.

8.4 All sums payable is exclusive of VAT, which shall be charged (where applicable) at the rate in effect on the invoice date.

8.5 The Client shall only reimburse expenses reasonably incurred by the Supplier if supported by valid receipts and documentation, together with written authorization from the Client. All expense claims must be invoiced separately from Project Services.

8.6 The Supplier is entitled to charge interest and charges on overdue accounts as set down in the Late Payment of Commercial Debts (Interest) Act 1998.

8.7 For time and materials engagements, DBaaS Ltd personnel work on a "Professional Working Day" basis as described in Section 21.

8.8 The Supplier shall be entitled to invoice the Client monthly in GB Pounds (£) in arrears for Professional Services provided, and shall produce copies of records of work performed upon Client's request.

8.9 Separate monthly invoices will be raised per defined work stream unless otherwise requested.

8.10 Correctly prepared invoices will be settled within 30 days from invoice date. "Settled" means cleared funds received into DBaaS Ltd bank account.

8.11 For software purchases, license keys/dongles will only be released when cleared funds reach DBaaS Ltd clearing bank.

8.12 Invoice queries should be escalated per the dispute resolution process (Clause 18). During dispute resolution, agreed payment terms should be adhered to for any undisputed amount.

8.13 Disputes will be dealt with separately from payment and, where necessary, DBaaS Ltd will issue refunds.

8.14 Late payment penalties on undisputed amounts:

| Period Overdue             | Penalty Rate                              |
|----------------------------|-------------------------------------------|
| Days 1-10 beyond due date  | £10 per £10,000 (or part thereof) per day |
| Days 11-20 beyond due date | £15 per £10,000 (or part thereof) per day |
| Day 21+ beyond due date    | £25 per £10,000 (or part thereof) per day |

8.15 For G-Cloud 15 contracts, CCS management fee of 0.75% (excluding VAT) of all invoiced Charges shall be paid by the Supplier to CCS.

8.16 The Supplier commits to prompt payment practices, aiming to pay supplier invoices within 30 days, supporting the government's prompt payment initiative.

## **9. SUBSTITUTION AND PERSONNEL**

9.1 The Supplier shall initially provide Personnel designated in the PROJECT SCHEDULE to perform Project Services.

9.2 The Supplier may send a substitute or delegate to perform part or all of Project Services, subject to written agreement of the Client.

9.3 Client agreement shall not be unreasonably withheld or delayed, and can only be withheld if:

- The Client reasonably believes the proposed substitute/delegate lacks requisite skill, qualifications, expertise, or experience to perform to required standard
- The Client reasonably believes the proposed substitute/delegate will not comply with the Supplier's obligations as provided in Clause 6

9.4 If the Supplier sends a substitute/delegate, the Supplier shall (at Client's request) provide originally named Personnel for up to 1 week to work alongside the substitute (at no additional cost) to ensure full handover.

9.5 Where a substitute or delegate is provided, the Client shall have no contractual relationship with them. The Supplier remains solely responsible for arranging payment to substitutes/delegates.

9.6 All substitutes and delegates must hold appropriate security clearances and Cyber Essentials certification where required.

## **10. CONFIDENTIALITY AND DATA PROTECTION**

10.1 Both parties will take all necessary steps to ensure that documents, materials, data, or information supplied to the other party for Project Services provision and either clearly marked as confidential or clearly confidential from circumstances, remain confidential to the disclosing party.

10.2 This Clause does not apply to information already in the public domain at the time provided, and ceases to apply where either party is required by law to make disclosure, or if information becomes public knowledge through no fault of the other party.

10.3 Both parties undertake that information received from the other party will be used solely for purposes of this Agreement.

10.4 The Supplier shall, and shall procure that Personnel shall, if required by the Client, sign undertakings regarding the Client's confidentiality requirements.

10.5 Confidentiality obligations remain in force beyond cessation or termination of this Agreement.

10.6 DATA PROTECTION: Both parties shall comply with all applicable data protection legislation, including UK GDPR and Data Protection Act 2018.

10.7 Where the Supplier processes personal data on behalf of the Client:

- The Supplier acts as a Data Processor and the Client acts as Data Controller
- Processing shall be governed by a Data Processing Agreement (DPA) in accordance with Article 28 GDPR
- The Supplier shall implement appropriate technical and organizational measures to ensure data security
- The Supplier shall assist the Client in responding to data subject rights requests
- The Supplier shall notify the Client of any personal data breaches without undue delay

10.8 The Supplier maintains appropriate policies and procedures for data protection, information security, and incident response, available upon request.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 All Intellectual Property Rights (IPR) created in materials generated by the Supplier during Project Services shall remain the Supplier's property until payment is made for

materials generated during the relevant phase, at which point full IPR ownership passes to the Client.

11.2 For G-Cloud 15 contracts, IPR ownership may be governed by specific provisions in the Call-Off Contract or Framework terms.

11.3 The Supplier warrants that no documents, materials, data, information, devices, or processes provided for use in Project Services will infringe third-party intellectual property rights.

11.4 The Supplier undertakes to indemnify (without limitation) the Client against all loss and damage sustained or incurred due to breach of the warranty in Clause 11.3.

11.5 Background IPR (intellectual property existing prior to this Agreement) shall remain the property of the party owning it, with appropriate licenses granted for use in delivering/receiving the Services.

## **12. RELATIONSHIP OF THE PARTIES**

12.1 Both parties intend and agree that the legal relationship is one of provision of freelance independent specialist services. The Supplier shall not be entitled to holiday pay, sick pay, or other employee benefits. The Supplier, its personnel, or agents shall not represent themselves as servants or employees of the Client.

12.2 Without limitation, the Supplier undertakes to indemnify the Client against:

- Any income tax or primary National Insurance Contributions, including interest, penalties, or costs, which may be levied on the Client by HMRC or other statutory authority in connection with this Agreement
- All costs and expenses arising from claims by Supplier's Personnel (or any substitute/delegate) that they are employed by the Client and entitled to employment rights

12.3 At termination or cessation, the Client shall be under no obligation to offer further work to the Supplier, and the Supplier shall be under no obligation to accept further work if offered.

12.4 The Client understands and accepts that the Supplier is entitled to seek, apply for, and accept contracts to supply goods and services to other parties at any time before, during, or after this Agreement.

12.5 Defective work by the Supplier, its personnel, agents, substitutes, delegates, employees, or hired assistance shall be promptly corrected by the Supplier to the Client's satisfaction at the Supplier's own cost.

12.6 Where Project Services have not been completed by any scheduled date in the PROJECT SCHEDULE, the Supplier shall use all reasonable endeavours to complete as soon as reasonably possible. The Supplier shall not be entitled to increased Project Fees due to extra time spent, except via Change Order procedure (Clause 5).

12.7 The Supplier is entitled to Project Fees upon completion (subject to any milestone payment schedules), notwithstanding completion may occur earlier than originally envisaged.

### **13. INDEMNITY, LIABILITY AND INSURANCE**

13.1 Subject to Clauses 13.3 and 13.4, the Supplier shall indemnify the Client against all claims, costs, damages, loss, or liability arising directly from performance or non-performance of obligations hereunder, from breach of this Agreement terms, or from any negligent or unlawful act or omission relating to Project Services performance.

13.2 The Supplier will indemnify the Client from and against any liability arising from Supplier personnel or individuals providing services hereunder being deemed employees or workers of the Client (or subject to PAYE Regulations or National Insurance) or otherwise entitled to any rights or benefits that employees or workers enjoy.

13.3 LIMITATION OF LIABILITY: With exception of loss or damage for (a) death or personal injury caused by the Supplier's negligence; or (b) fraud by the Supplier, the Supplier's aggregate liability hereunder shall be limited to the sum of £250,000.

13.4 For G-Cloud 15 Call-Off Contracts:

- Lot 1b contracts: Liability cap shall be the greater of £20 million or 125% of Estimated Yearly Charges
- Other Lots: Liability caps as specified in the Framework terms or Call-Off Contract

- These caps apply at Call-Off Contract level and may be adjusted as agreed in writing

13.5 Under no circumstances shall the Supplier be liable for: loss of profit, loss of revenue, loss of business, loss of contract, loss of goodwill, loss of anticipated savings, or any category of consequential, special, or indirect loss, howsoever incurred.

13.6 The Supplier shall maintain insurance with a reputable insurance company against all loss or damage arising under Clause 13.1. Such insurance cover shall include:

- Employers' Liability Insurance
- Public Liability Insurance
- Professional Indemnity Insurance
- Cyber Liability Insurance (where applicable)

13.7 For G-Cloud 15 Lot 1b services, the Supplier maintains insurance levels significantly higher than for other Lots, as required by Framework terms.

13.8 The Client reserves the right to request proof of insurance cover at any time.

## **14. NON-SOLICITATION**

14.1 During this Agreement and for 6 months thereafter, both parties undertake not to induce or attempt to induce any personnel, agent, or employee of the other party, with whom they have come into contact as a result of this Agreement, to leave the other party's employment.

14.2 Breach of this provision shall render the party in breach liable to pay to the innocent party a sum equivalent to 30% of the gross annual remuneration of the person induced/solicited.

14.3 This clause does not apply to recruitment through general advertising or recruitment agencies not specifically targeted at the other party's personnel.

## **15. GOVERNING LAW AND JURISDICTION**

15.1 The validity, construction, and performance of this Agreement shall be governed by English law and all disputes between parties shall be subject to the exclusive jurisdiction of the English Courts.

15.2 For G-Cloud 15 Call-Off Contracts, this clause is subject to Framework Agreement provisions regarding governing law and jurisdiction.

## **16. AMENDMENTS**

16.1 This Agreement shall not be amended or modified except in writing signed by duly authorized representatives of each party.

16.2 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude further exercise.

16.3 Rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

16.4 For G-Cloud 15 contracts, any amendments must also comply with Framework variation procedures.

## **17. NOTICES**

17.1 Any notice under this Agreement shall be in writing and deemed duly given if left at or sent by first class post, email, or electronic transmission to a party at the address or relevant contact details for such party, or such other address as the party may designate by written notice.

17.2 Any notice or document shall be deemed received:

- If by post: 2 working days following despatch
- If by hand, email, or other electronic media: simultaneously with delivery or transmission

17.3 To prove giving of notice, it shall be sufficient to show it was despatched.

## **18. DISPUTE RESOLUTION**

18.1 Both parties shall attempt to resolve any dispute relating to this Agreement through negotiations between senior executives with authority to settle the matter.

18.2 If not resolved within 10 days through negotiation, parties may attempt in good faith to resolve the dispute through Alternative Dispute Resolution ("ADR") procedure as recommended by the Centre for Dispute Resolution in London.

18.3 If not resolved by ADR within 30 days of initiating that procedure, or if either party does not wish to participate in ADR, the dispute may be referred by either party to the English courts and parties submit to their jurisdiction for that purpose.

18.4 For G-Cloud 15 contracts, dispute resolution procedures in the Framework Agreement may also apply.

## **19. FORCE MAJEURE**

For purposes of this Clause, "Force Majeure Event" means any event beyond reasonable control of a party including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or Governmental order/rule/regulation/direction, accident, fire, flood, storm, or pandemic.

19.1 If either party is unable to perform obligations under this Agreement due to a Force Majeure Event, that party's obligations shall be suspended for so long as the Force Majeure Event continues and to the extent that party is prevented, hindered, or delayed.

19.2 A party may only exercise rights under this Clause if, on commencement of the Force Majeure Event, that party promptly notifies the other party in writing of the occurrence and effects on ability to perform obligations.

19.3 Each party shall use reasonable endeavours to mitigate effects of any Force Majeure Event upon performance of obligations. After cessation of any Force Majeure Event, the party which exercised rights under this Clause shall forthwith notify the other party in writing and immediately resume performance of obligations.

19.4 If the Force Majeure Event continues for more than 30 days, either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party.

## 20. OFFERS OF EMPLOYMENT

20.1 During this contract and for 365 days after termination, staff or contractors employed by DBaaS Ltd shall not, except by mutual agreement, be engaged under employment or services contract by the other party or any third party connected with Services supplied under this Contract. Mutual consent for employment will not be unreasonably withheld.

20.2 DBaaS Ltd confirms it will not approach any permanent or temporary employee of the Client with a view to placing them on their books. Should any such employee approach DBaaS Ltd, we will decline to register the employee.

20.3 The Client confirms it will not approach any permanent or temporary employee of DBaaS Ltd with a view to employing them or using their services directly or indirectly. Should any such employee approach the Client, they will decline to register or engage them.

20.4 If the Client instructs DBaaS Ltd on an agency basis to find and place full-time staff, the following fees are chargeable:

| Annual Remuneration         | Fee Percentage |
|-----------------------------|----------------|
| Up to and including £24,999 | 18%            |
| £25,000 up to £49,999       | 20%            |
| £50,000 and above           | 25%            |

## **21. PROFESSIONAL WORKING DAY**

21.1 DBaaS Ltd Personnel and Contractors ("Consultants") work a professional working day. They do not use flex clocks or record time by the hour. Emphasis is on delivery, not attendance. This does not mean long hours are usual practice: on average, staff can expect to work a 40–45-hour week (minimum 37.5hrs Mon–Fri 09:00hrs–17:00hrs unless agreed with Client), and project estimates are made on that basis.

21.2 DBaaS Ltd and Client will work hours needed to get work done. From time to time, this will mean long hours for the team, but there will also be occasions when pressure is off and people can, with Agreement of their Assignment Manager, work shorter hours. The flexible approach means Consultants from a distance can arrive later on Monday and leave earlier on Friday, by local arrangement, provided they are meeting responsibilities to deliver.

21.3 In exceptional circumstances where Consultants need to put in significant extra effort to meet deliveries, the following conditions apply:

21.3.1 Any such work must be authorized as paid time off in lieu as compensation for significant extra effort, provided agreed in advance.

21.3.2 Resource Management can authorize paid time off in lieu as compensation for significant extra effort, provided agreed in advance.

21.3.3 The Consultant should record time in lieu as days or half-days on timesheet, marking entries to show they are for time in lieu. The Assignment Manager will initial these entries to confirm authorization.

21.4 If work at weekend or on public holiday has been authorized but it is not practical to grant time in lieu, time may be recorded on timesheet and will be paid at the agreed rate per day.

## **22. GENERAL PROVISIONS**

22.1 This Agreement's terms represent the entire agreement between parties and supersede any previous contractual documents, representations, or agreements whether written or otherwise.

22.2 Should either party fail or delay to exercise any right or remedy under this Agreement, it will not waive that right or remedy or further exercise of that right or remedy, or exercise of any other right or remedy against the other party.

22.3 If any restriction or provision of this Agreement is declared by any Court to be unenforceable, such part shall be severed and the remaining parts shall remain in full force and effect.

22.4 The Agreement may be suspended or terminated forthwith if either party is unable to commence, continue, or completely perform obligations hereunder by reason of force majeure (Clause 19), provided notice is promptly given to the other party stating the event relied upon.

22.5 No variation of terms shall be valid unless in writing and signed by both a Director or legal representative of the Client and a Director or legal representative of the Supplier.

22.6 Except as specifically provided herein, this Agreement does not create any right or benefit enforceable by any third party.

22.7 The Supplier warrants that any Personnel (including substitute Personnel) supplied under this Agreement have entitlement to live and work in the United Kingdom or such country in which Project Services are performed, and shall produce proof upon Client's reasonable request.

22.8 This Agreement shall be governed and construed in accordance with English Law. Both parties agree that the Courts of England and Wales have exclusive jurisdiction to settle disputes arising in connection with this Agreement.

## **23. CYBER SECURITY AND COMPLIANCE**

23.1 CYBER ESSENTIALS CERTIFICATION: The Supplier confirms it holds valid Cyber Essentials certification as required by G-Cloud 15 framework. For Lots 1a and 1b services, the Supplier holds Cyber Essentials Plus certification.

23.2 The Supplier shall:

- Maintain valid Cyber Essentials certification throughout the term of this Agreement
- Ensure any subcontractors who process personal or OFFICIAL data hold valid Cyber Essentials certification
- Provide evidence of certification within 12 months of G-Cloud 15 framework award date
- Notify the Client immediately if certification lapses or is suspended

**23.3 INFORMATION SECURITY:** The Supplier maintains robust information security controls aligned with ISO 27001 standards, including:

- Access controls and authentication mechanisms
- Encryption of data in transit and at rest
- Regular security assessments and vulnerability testing
- Incident response and breach notification procedures
- Business continuity and disaster recovery plans

**23.4 SECURITY CLASSIFICATION:** For services requiring handling of data above OFFICIAL classification (Lot 1b), the Supplier shall:

- Ensure all personnel hold appropriate security clearances
- Comply with Government Security Classifications Policy
- Implement additional security controls as required
- Maintain segregated environments for different classification levels

**23.5** The Supplier shall cooperate with any security audits or assessments requested by the Client or Authority.

## **24. SOCIAL VALUE AND SUSTAINABILITY**

**24.1 SOCIAL VALUE COMMITMENT:** In accordance with the Procurement Act 2023 and G-Cloud 15 requirements, the Supplier commits to delivering social value through:

- Supporting local economic growth and employment
- Skills development and training opportunities
- Environmental sustainability initiatives
- Ethical supply chain management

- Promoting diversity and inclusion

**24.2 CARBON REDUCTION:** The Supplier maintains a Carbon Reduction Plan outlining:

- Baseline carbon emissions and reduction targets
- Environmental management practices
- Steps to reduce carbon footprint in service delivery
- Annual reporting on progress against targets

**24.3 MODERN SLAVERY:** The Supplier confirms compliance with the Modern Slavery Act 2015 and maintains policies to prevent modern slavery in its operations and supply chain.

**24.4** The Supplier shall provide annual reports on social value and sustainability initiatives upon Client request.

## **25. ENTIRE AGREEMENT**

**25.1** This Agreement together with any documents expressed to be incorporated herein constitutes the entire Agreement between parties relating to the subject matter and supersedes all prior representations, negotiations, agreements, or understandings, whether oral or written, except for any fraudulent misrepresentations.

**25.2** Neither party is relying on any non-fraudulent representations or warranties made by the other party prior to the date hereof except as expressly set out herein.

**25.3** For G-Cloud 15 Call-Off Contracts, this Agreement is supplemental to the Framework Agreement. In case of conflict, Framework Agreement terms take precedence.

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**Payment Terms:** 30 calendar days from date of invoice unless other payment terms negotiated and accepted as part of the sales process and noted in any Statement of Work, formal quotation, or Order Form.

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**SIGNATURE PAGE**

**Dated:** 12/01/2026

**For and on behalf of DBaaS Ltd (Supplier):**

Name & Designation: Arumugam Kayaroganam CEO & Director

Signed:



**For and on behalf of the Client (Buyer):**

Name & Designation: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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