

Validate Skills Assessment Platform (VSAP)

Supplier: Assess Management Ltd (trading as Validate Skills)

Service: Validate Skills Assessment Platform (VSAP)

G-Cloud Framework: G-Cloud 15

1. Definitions and Interpretation

In these Terms and Conditions:

- **“Service”** means the Validate Skills Assessment Platform, including associated modules such as IT Skills Analysis (ITSA), delivered as a cloud-hosted SaaS solution.
- **“Supplier”** means Assess Management Ltd.
- **“Customer”** means the public sector body procuring the Service under G-Cloud 15.
- **“Authorised Users”** means individuals authorised by the Customer to access the Service.
- **“Personal Data”** has the meaning given in UK GDPR.
- **“UK GDPR”** means the UK General Data Protection Regulation and the Data Protection Act 2018.
- **“SLA”** means the Service Level Agreement applicable to the Service.

2. Service Provision

2.1 The Supplier shall provide the Service in accordance with:

- these Terms and Conditions;
- the applicable G-Cloud Service Definition;
- the agreed SLA.

2.2 The Service is provided on a subscription basis as a cloud-hosted platform accessed via the internet.

2.3 The Supplier may update the Service from time to time to improve functionality, security, or performance, provided that such updates do not materially reduce the core functionality described in the Service Definition.

3. Customer Responsibilities

3.1 The Customer is responsible for:

- ensuring Authorised Users comply with these Terms;
- managing user access and permissions;
- the accuracy and legality of data uploaded to the Service;
- maintaining appropriate local security controls, including endpoint security and network access.

3.2 The Customer is responsible for its own internet connectivity and local systems.

4. Access Control and Security

4.1 Management and administrative access to the Service is protected by:

- unique user accounts;
- strong passwords;
- mandatory multi-factor authentication (MFA).

4.2 The Service supports integration with enterprise single sign-on (SSO) solutions where required.

4.3 Access to the Service is logged and monitored. Security events are reviewed and escalated in accordance with the Supplier's incident management procedures.

4.4 The Service is hosted on AWS cloud infrastructure. Physical security, environmental protection, and infrastructure maintenance are provided by AWS and are independently audited against recognised standards, including ISO/IEC 27001, CSA CCM v4.0, and SSAE-18 / ISAE 3402. The Service inherits these infrastructure controls under the shared responsibility model.

5. Availability and Support

5.1 The Supplier guarantees **99.5% service availability**, measured monthly, excluding planned maintenance.

5.2 Planned maintenance will, where possible, be scheduled outside UK business hours and communicated in advance.

5.3 If service availability falls below the guaranteed level, the Customer may be eligible for service credits as defined in the SLA.

5.4 Support is provided during UK business hours unless otherwise agreed.

6. Data Protection

6.1 The parties shall comply with all applicable data protection laws, including UK GDPR.

6.2 For the purposes of UK GDPR:

- the Customer is the Data Controller;
- the Supplier acts as a Data Processor.

6.3 The Supplier shall:

- process Personal Data only on documented instructions from the Customer;
- implement appropriate technical and organisational security measures;
- ensure confidentiality of Personal Data;
- support the Customer in meeting its data protection obligations.

6.4 Personal Data will be hosted and processed within the UK or EEA unless otherwise agreed.

7. Intellectual Property

7.1 All intellectual property rights in the Service remain the property of the Supplier.

7.2 The Customer is granted a non-exclusive, non-transferable licence to use the Service for its internal business purposes during the contract term.

7.3 The Customer retains ownership of its data and content uploaded to the Service.

8. Confidentiality

8.1 Each party shall keep confidential any information disclosed by the other party which is marked as confidential or which should reasonably be regarded as confidential.

8.2 Confidentiality obligations shall survive termination of the contract.

9. Liability

9.1 Neither party excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any other liability which cannot be excluded by law.

9.2 Subject to clause 9.1, each party's total liability arising out of or in connection with the Service shall be limited in accordance with the G-Cloud contract and applicable schedules.

9.3 The Supplier shall not be liable for:

- Customer-caused outages or misconfiguration;
- failures in Customer-controlled systems or third-party services;
- loss of profits, revenue, or indirect losses.

10. Term and Termination

10.1 The contract shall commence on the agreed start date and continue for the agreed term.

10.2 Either party may terminate for material breach where such breach is not remedied within a reasonable period.

10.3 The Customer may terminate for convenience in accordance with G-Cloud contractual provisions.

11. Exit Management and Data Return

11.1 On termination, the Supplier shall:

- provide the Customer with access to export its data in a commonly used format;
- securely delete Customer data after a reasonable transition period, unless retention is required by law.

11.2 Exit support will be provided in accordance with the Service Definition.

12. Subcontracting

12.1 The Supplier uses AWS as a subcontractor for cloud hosting services.

12.2 The Supplier remains responsible for the acts and omissions of its subcontractors.

13. Modern Slavery

13.1 The Supplier operates a zero-tolerance approach to modern slavery and complies with the Modern Slavery Act 2015.

14. Changes to These Terms

14.1 These Terms may only be varied by written agreement between the parties, except where required to comply with changes in law or G-Cloud framework requirements.

15. Governing Law and Jurisdiction

15.1 These Terms are governed by and construed in accordance with English law.

15.2 The courts of England and Wales shall have exclusive jurisdiction.

End of Terms and Conditions