Waracle Ltd. Call-Off Contract Terms and Conditions (G-Cloud 15 Lot 3)

These Terms and Conditions apply to the purchase of Cloud Support Services (Lot 3) via the G-Cloud 15 Framework Agreement (RM1557.15) and are subordinate to the terms and conditions of the Framework Agreement.

Supplier: Waracle Ltd. **Buyer:** [Defined in the Order Form/Statement of Work (SOW)] **Services:** Waracle Cloud Migration and Strategic Planning Consultancy (or other Lot 3 Services as detailed in the applicable Service Definition and SOW).

1. Term and Precedence

1.1. Commencement: This Call-Off Contract will commence on the Start Date specified in the Order Form/SOW and shall continue until the Expiry Date, unless terminated earlier in accordance with Clause 6 (Termination).

1.2. Order of Precedence: In the event of any conflict or inconsistency between the documents forming the Call-Off Contract, the following order of precedence shall apply:

1. The Call-Off Order Form and the agreed Statement of Work (SOW).
2. The G-Cloud 15 Framework Agreement terms (Crown Commercial Service Public Sector Contract).
3. The Waracle Ltd. Service Definition (as published on the Digital Marketplace).
4. These Waracle Ltd. Call-Off Contract Terms and Conditions.
5. The Waracle Ltd. Pricing Document.

1.3. Variation: Any variation to the Services or these Terms must be agreed upon in writing by both Parties, strictly in accordance with the change control procedure set out in the G-Cloud Framework Agreement.

2. Supply of Cloud Support Services (Lot 3)

2.1. Provision of Services: Waracle shall provide the Services (as defined in the Service Definition and specific SOW) with reasonable skill and care, and in accordance with the industry best practices for the provision of professional cloud consultancy services, including adherence to the Government Digital Service (GDS) guidelines where applicable.

2.2. Deliverables: Waracle shall deliver the Deliverables specified in the SOW (which shall align with the Deliverables outlined in the Service Definition) by the dates or within the timeframes specified therein.

2.3. Staff and Personnel: a) **Suitability:** Waracle warrants that all Personnel engaged in delivering the Services possess the necessary skills, qualifications, and experience to perform the Services. b) **Security Clearance:** Where required by the Buyer, all Waracle Personnel will hold the necessary security clearances, as detailed in the SOW (**e.g., BPSS, SC]**). c) **IR35:** The Parties acknowledge that the Services are procured as a service and not as a supply of labour. Waracle shall be solely responsible for determining the employment status of its Personnel and for all tax and National Insurance contributions.

3. Charges and Payment

3.1. Charges: The Buyer shall pay Waracle the Charges specified in the SOW, which shall be calculated based on the rates, models (T&M or Fixed Price), and discounts set out in the Waracle Ltd. Pricing Document.

3.2. Invoicing: Waracle shall issue valid undisputed invoices **monthly in arrears / upon milestone achievement as agreed with the client**. All invoices must include the required Purchase Order (PO) number and a clear reference to the Call-Off Contract.

3.3. Payment Terms: The Buyer shall pay all undisputed invoices within **30 calendar days** of receipt of a valid invoice.

4. Intellectual Property Rights (IPR)

4.1. Background IPR: All IPR existing prior to the Call-Off Contract or developed independently of the Services ("Background IPR") shall remain the property of the originating Party.

4.2. Project-Specific IPR (PSIPR): IPR created by Waracle specifically for the Buyer during the provision of the Services, and which forms part of the Deliverables (e.g., bespoke architecture diagrams, migration roadmaps, TCOM documentation). a) **Ownership: PSIPR is assigned to the Buyer upon final payment]** b) **Licence (Standard G-Cloud):** If Waracle retains ownership of PSIPR, Waracle grants the Buyer a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence to use, copy, modify, and sub-license the PSIPR solely for the Buyer's internal business purposes.

4.3. Licence to Use Background IPR: Waracle grants the Buyer a royalty-free, irrevocable, non-exclusive licence to use Waracle's Background IPR that is embedded in the Deliverables, for the sole purpose of enabling the Buyer to receive the benefit of the Services.

5. Data Protection and Security

5.1. Data Protection: Both Parties shall comply with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

5.2. Role of the Parties: For any Personal Data processed by Waracle on behalf of the Buyer, the Buyer shall be the **Controller** and Waracle shall be the **Processor**. Waracle shall process data only on the documented instructions of the Buyer, as necessary to perform the Services.

5.3. Security: Waracle shall implement and maintain technical and organisational measures to ensure a level of security appropriate to the risk, including holding **Cyber Essentials Plus / ISO 27001 certification**. Waracle shall comply with the security requirements set out in the G-Cloud Framework Agreement and the Buyer's security policies.

6. Termination and Exit Management

6.1. Termination without Cause (Buyer): The Buyer may terminate the Call-Off Contract by giving Waracle **30 calendar days** written notice.

6.2. Termination with Cause: Either Party may terminate the Call-Off Contract immediately by written notice if the other Party commits a material breach which is not remedied within **30 calendar days** of receiving notice to do so.

6.3. Exit Plan: Upon the expiry or termination of this Call-Off Contract, Waracle shall comply with the Exit Management provisions detailed in the SOW and the Service Definition, and shall provide all reasonable

assistance to the Buyer or a replacement supplier to ensure a smooth transition of the Services. This includes handover of all PSIPR and documentation (D1-D5).

7. Warranties and Liability

7.1. General Warranty: Waracle warrants that the Services will be provided with reasonable skill and care, and that the Deliverables will substantially conform to the specifications set out in the Service Definition and SOW.

7.2. Liability Cap: Subject to the mandatory uncapped liabilities (e.g., fraud, death, personal injury, and certain data protection breaches) as defined in the G-Cloud Framework Agreement, Waracle's total aggregate liability under this Call-Off Contract for all other defaults shall not exceed **125% of the Charges paid or payable in the preceding 12 months**.

7.3. Insurance: Waracle maintains the minimum insurance coverage required by the G-Cloud Framework Agreement, including Public Liability, Employers' Liability, and Professional Indemnity Insurance.

8. General Provisions

8.1. Governing Law: This Call-Off Contract shall be governed by and construed in accordance with the laws of **England, Wales and Scotland]**.

8.2. Dispute Resolution: The Parties shall attempt to resolve any dispute in good faith through the escalation procedure defined in the G-Cloud Framework Agreement before resorting to legal proceedings.

8.3. Confidentiality: Both Parties agree to treat the terms of the Call-Off Contract and any information designated as confidential by the other Party as confidential, subject to obligations under the Freedom of Information Act (FOIA) and other public disclosure requirements.

8.4. Audits: Waracle shall allow the Buyer or its auditors reasonable access to its premises and records relevant to the provision of the Services to audit compliance with the terms of this Call-Off Contract.

Waracle Ltd.

Flour Mill Dundee, 34 Commercial Street, Dundee, Scotland, DD1 3EJ

Company number SC325433.