fusionAIx
Unleashing Innovation

G-Cloud 15

Terms and Conditions Document

fusionAIx General Terms and Conditions

1. Intellectual Property Rights (IPR)

1.1. The Supplier owns and continues to own any pre-existing IPR that it utilises in providing or brings to the ordered G-Cloud Services. Upon continuous payment for the Services the Supplier shall grant to the Customer a non-exclusive, non-transferable right to use pre-existing Supplier IPR for the purpose of utilising the Ordered G-Cloud Services.
1.2. The Customer owns and continues to own Customer Data and Customer pre-existing IPR. The Customer consents to the Suppliers use of this IPR and Customer Data in the provision of the ordered G-Cloud Services to the Customer.
1.3. Where IPR is created in the provision of the Services that IPR will become the property of the Supplier. The Supplier shall grant to the Customer a perpetual, non-exclusive and non-transferable right to utilise any such IPR free of charge subject to payment of the agreed Charges.

2. Customer Responsibilities

2.1. The Customer shall meet all agreed timescales for the delivery of information, Customer Data or activities requested by the Supplier and provide all necessary co-operations in relation to this Agreement.
2.2. The Customer shall ensure that any information or Customer Data provided to the Supplier is accurate and in accordance with the detail and quality standards agreed with the Supplier.
2.3. The Customer shall allow the Supplier reasonable and agreed access to any Customer personnel that the Supplier considers necessary in provision of the ordered G-Cloud Services.

3. Supplier Personnel

3.1. The Supplier shall at the commencement of the provision of the Ordered G-Cloud Services identify and introduce to the Customer the Supplier staff who will be providing the Ordered G-Cloud Services. The Supplier reserves the right at its absolute discretion to change those staff members for others of similar experience and quality at any stage in the engagement or delivery.
3.2. The Customer agrees not to solicit, approach, or engage for employment (either as an employee or by any other method) any associate or staff member of the Supplier who is introduced to them by the Supplier within 12 months of any such introduction or the individual in question ceasing to be engaged by the Supplier. Any breach of this clause will result in the payment to the Supplier of an amount equivalent to the margin the Supplier would have made if this engagement had been made directly through them if the individual is engaged by the Customer.

4. Supplier Working Days

4.1. Supplier staff shall be contracted to work an eight (8) hour day each Working Day when engaged on a day rate basis. The Supplier reserves the right to charge for additional hours on a pro –rata basis when that 8-hour period is exceeded at the 2 requests of the Customer.

5. Supplier Expenses

5.1. All travelling and subsistence expenses within the M25 Corridor will be included in the day rate or fixed price charged by the Supplier.
5.2. Any other travelling and subsistence expenses will be agreed with the Customer beforehand and charged at agreed rates consistent with the Customers own travelling and subsistence policy and rates.
5.3. The Customer will reimburse the Supplier for any other pre-agreed expense that the Supplier incurs on behalf of the Customer