

G-Cloud 15 – Supplier Terms & Conditions

1. Introduction & Contractual Structure

These Supplier Terms and Conditions apply to services provided by Mission Decisions under the G-Cloud 15 Framework.

The contractual structure for G-Cloud 15 is based on the Crown Commercial Service (CCS) Public Sector Contract (PSC) and comprises:

- the G-Cloud 15 Framework Agreement;
- Framework Schedules;
- Joint Schedules;
- Call-Off Schedules; and
- the applicable Call-Off Contract formed between the Buyer and Mission Decisions.

These Supplier Terms and Conditions are supplementary only and are not intended to replace, amend or override any part of the G-Cloud 15 Framework Agreement or any Call-Off Contract.

2. Order of Precedence

In the event of any conflict or inconsistency, the following order of precedence applies:

1. The G-Cloud 15 Framework Agreement
2. The applicable Call-Off Contract and Call-Off Schedules
3. Joint Schedules
4. Framework Schedules
5. These Supplier Terms and Conditions

Where there is any inconsistency, the higher-ranking document shall prevail.

3. General Terms & Performance of Services

Mission Decisions shall perform the services with reasonable skill and care, in accordance with:

- the service description published on the Digital Marketplace;
- the scope, deliverables and timelines agreed in the Call-Off Contract; and
- applicable laws, regulations and government policies.

Payment procedures, invoicing arrangements, insurance requirements, liability caps and dispute resolution mechanisms are governed by the G-Cloud 15 Framework Agreement and the applicable Call-Off Contract.

Nothing in these Supplier Terms and Conditions alters or limits those provisions.

4. Framework & Joint Schedules

Mission Decisions acknowledges and agrees to comply with all applicable obligations set out in the Framework Schedules and Joint Schedules, including but not limited to:

- specifications and service requirements;
- pricing rules and transparency obligations;
- Management Information (MI) reporting requirements;
- audit and assurance rights;
- variation and change control procedures; and
- guarantees and representations where applicable.

Buyers shall place orders and enter into Call-Off Contracts in accordance with the procedures defined in the Framework and Joint Schedules.

5. Call-Off Contracts

Each Call-Off Contract shall define:

- the specific services to be delivered;
- delivery milestones and timescales;
- performance measures or acceptance criteria (where applicable);
- pricing structure and payment profile; and
- any service-specific requirements.

No services are provided unless and until a valid Call-Off Contract has been agreed in accordance with the Framework.

6. Compliance, Certifications & Assurance

Mission Decisions shall maintain compliance with all mandatory requirements of the G-Cloud 15 Framework. This includes holding a valid Cyber Essentials certification for all applicable Lots and providing evidence of such certification within the timescales required by CCS (including within 12 months of framework award where applicable).

Mission Decisions shall cooperate with reasonable audit, assurance and compliance activities as required under the Framework Agreement.

7. Social Value

Mission Decisions acknowledges that social value is a mandatory and weighted requirement under G-Cloud 15 in line with Procurement Policy Note (PPN) 002.

Mission Decisions shall:

- deliver the social value commitments made as part of its framework application;
- maintain appropriate governance and reporting arrangements; and
- report on social value delivery in accordance with CCS requirements and timescales.

Social value obligations are governed by the Framework Agreement and relevant schedules and are reflected in the execution of Call-Off Contracts.

8. Data Protection & Information Security

Mission Decisions shall comply with all applicable data protection legislation, including:

- the UK General Data Protection Regulation (UK GDPR); and
- the Data Protection Act 2018.

Roles and responsibilities for personal data processing, including controller and processor obligations, are governed by the Framework Agreement and the applicable Call-Off Contract. Mission Decisions shall implement appropriate technical and organisational measures to protect data against unauthorised or unlawful processing, loss, destruction or damage. Hosting locations, access controls, data handling arrangements and exit provisions are governed by the Call-Off Contract and relevant schedules.

9. Security & Personnel

Mission Decisions applies proportionate security measures aligned to the nature of the services provided and public sector security expectations.

Where required by the Call-Off Contract, Mission Decisions will ensure that personnel meet applicable personnel security requirements, including BPSS, SC or DV clearance, subject to customer approval and processes.

10. Intellectual Property

Intellectual property rights are allocated in accordance with the Framework Agreement and the applicable Call-Off Contract.

Unless otherwise agreed, Mission Decisions retains ownership of its pre-existing intellectual property, tools, methodologies and know-how, while granting the Buyer rights necessary to receive and use the services.

11. Liability & Insurance

Liability and insurance obligations are governed by the G-Cloud 15 Framework Agreement and the applicable Call-Off Contract, including mandatory minimum insurance levels for the relevant Lot.

Nothing in these Supplier Terms and Conditions limits or alters those obligations.

12. Subcontracting

Mission Decisions may use subcontractors in accordance with the Framework Agreement.

Mission Decisions remains responsible for the performance of its subcontractors as if they were its own acts or omissions.

13. Termination

Termination rights, consequences of termination, and exit management obligations are governed by the Framework Agreement and the applicable Call-Off Contract.

On termination or expiry, Mission Decisions shall comply with all exit, data return or deletion, and handover obligations defined in the Call-Off Contract.

14. Governing Law & Jurisdiction

The governing law and jurisdiction are as set out in the G-Cloud 15 Framework Agreement.