

Terms and Conditions: Data Strategy & Data Architecture Consultancy

1. Definitions and Interpretation

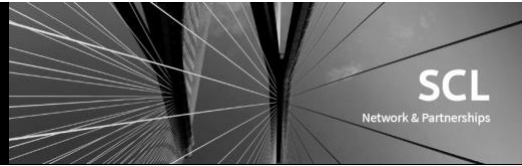
- 1.1. **"The Service"** refers to the Data Strategy & Data Architecture Consultancy as described in the G-Cloud 15 Service Definition Document.
- 1.2. **"Buyer"** refers to the public sector organisation purchasing the service.
- 1.3. **"Supplier"** refers to [Your Company Name].
- 1.4. **"Call-Off Contract"** means the legally binding agreement for the provision of the Services under the G-Cloud 15 Framework.

2. Service Delivery

- 2.1. The Supplier shall perform the Services with reasonable skill and care, in accordance with GDS Service Manual standards and the National Data Strategy.
- 2.2. Delivery is provided on a **Time and Materials (T&M)** or **Fixed Price** basis as specified in the Order Form.
- 2.3. Services are delivered during Standard Support hours (09:00-17:30, Monday-Friday). Out-of-hours work must be agreed upon in writing and may incur SFIA Rate Card premiums.

3. Buyer Responsibilities

- 3.1. **Stakeholder Engagement:** The Buyer must appoint a Product Owner or Project Sponsor to provide timely feedback and approvals.
- 3.2. **Technical Access:** The Buyer shall provide the Supplier with necessary "Read-



Only" permissions to cloud environments (e.g., AWS, Azure, GCP) and secure remote access (VPN) where required.

3.3. Information Provision: The Buyer must provide existing "As-Is" architecture, (including network, application, database, enterprise, data documentation and data dictionaries) relevant to the project scope.

4. Intellectual Property Rights (IPR)

4.1. Consistent with G-Cloud 15 terms, Background IPR remains the property of the respective parties.

4.2. **Foreground IPR:** New architectural models, strategies, and roadmaps created specifically for the Buyer shall vest in the Buyer upon full payment, unless otherwise agreed in the Call-Off Contract.

4.3. The Supplier grants the Buyer a non-exclusive, non-transferable license to use any Supplier-owned tools or templates required to utilise the deliverables.

5. Data Protection and Security

5.1. Both parties shall comply with UK GDPR and the Data Protection Act 2018.

5.2. The Supplier shall ensure all consultants maintain appropriate security clearance (SC standard) as required by the Buyer.

5.3. The Service adheres to the NCSC Cloud Security Principles.

6. Pricing and Payment

6.1. Fees are calculated based on the SFIA Rate Card submitted by the Supplier.

6.2. Invoices are issued monthly in arrears, payable within 30 days of receipt as per the Late Payment of Commercial Debts Act.

6.3. Professional expenses (travel and subsistence) are only billable if agreed upon in advance and in line with the Buyer's standard travel policy.

7. Onboarding and Offboarding

7.1. **Onboarding:** Begins with a stakeholder discovery workshop and maturity baseline assessment.

7.2. **Offboarding:** On expiry or termination, the Supplier will provide a structured handover and extract all models in open formats to ensure no vendor lock-in.

8. Social Value Commitment

8.1. The Supplier commits to the social value goals stated in the Service Definition, specifically the creation of **one local Level 4 apprenticeship per £500,000 of contract value**.

8.2. The supplier commits that the Strategy and Architecture works supports GreenOps principles in line with Green Government Commitments.

9. Limitation of Liability

9.1. Neither party limits liability for death, personal injury, or fraud.

9.2. Total aggregate liability for all claims arising under the Call-Off Contract shall be limited to the percentage specified in the G-Cloud 15 Framework Agreement.