



G-Cloud 15 Framework Agreement

Supplier Terms and Conditions

Lot 3: Cloud Support Services

Version 1.0

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COMMERCIAL IN CONFIDENCE

Document Information

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Introduction

These Supplier Terms and Conditions ("Supplier Terms") supplement the G-Cloud 15 Framework Agreement and any Call-Off Contracts entered into thereunder. They apply to all Cloud Support Services provided by Open Works Digital Limited ("the Supplier") to Buyers under Lot 3 of the G-Cloud 15 Framework.

These Supplier Terms are subordinate to and must be read in conjunction with the CCS General Terms, Framework Schedules, Joint Schedules, and Call-Off Schedules which together form the contractual framework. In the event of any conflict between these Supplier Terms and the Framework Agreement documentation, the Framework Agreement documentation shall take precedence in accordance with the order of precedence specified therein.

Our Approach

Open Works is committed to building sustainable capability within client organisations. We believe that the best consultancy engagements are those where knowledge flows effectively, enabling our clients to sustain improvements independently. Our services are designed with knowledge transfer embedded throughout, not as an afterthought.

We always aim to work alongside your teams from day one, together, sharing our expertise openly and developing your people while delivering outcomes.

When we leave, the capability stays.

PART A: GENERAL PROVISIONS

1. Definitions and Interpretation

1.1 Supplementary Definitions

In these Supplier Terms, unless the context otherwise requires, the following additional definitions apply and supplement the definitions set out in Joint Schedule 1 (Definitions) of the Framework Agreement:

"Acceptance Criteria" means the criteria against which Deliverables will be assessed as specified in the relevant Statement of Work or, where not specified, completion to the reasonable satisfaction of the Buyer in accordance with the Specification.

"Account Manager" means the designated representative of each Party responsible for the overall relationship management and administration of these Supplier Terms and any Statements of Work.

"Agile Methodology" means the iterative approach to project delivery as described in the Government Digital Service (GDS) Service Manual and industry-standard agile frameworks including Scrum, Kanban, Less and SAFe.

"AI-Augmented Engineering Services" means engineering services where artificial intelligence, machine learning, or agentic tools are used to enhance productivity, code quality, and delivery speed, as described in the relevant Statement of Work.

"Business Day" means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

"Business Hours" means 09:00 to 17:30 on any Business Day.

"Capability Transfer" means the structured knowledge transfer, coaching, and enablement activities embedded throughout service delivery, designed to build sustainable internal capability within the Buyer's organisation so that improvements can be maintained independently after the engagement concludes.

"Change Order" means a written document agreed by both Parties which records a change to the scope, timeline, or charges of a Statement of Work.

"Cloud Platform" means any public, private, or hybrid cloud infrastructure platform including but not limited to Amazon Web Services (AWS), Microsoft Azure, and Google Cloud Platform (GCP).

"Day Rate" means the daily charge for each role category as specified in the relevant Statement of Work or the Supplier's published rate card.

"Definition of Done" means the agreed criteria that must be met before work is considered complete, as defined in the relevant Statement of Work or as agreed during sprint planning.

"GDS Service Standard" means the 14-point Service Standard published by the Government Digital Service that all public-facing transactional services must meet.

"Intellectual Property Rights" or "IPR" means patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks, trade names, domain names, rights in get-up, goodwill, rights in designs, database rights, rights to use and protect confidential information, and all other intellectual property rights whether registered or unregistered.

"Key Personnel" means those individuals identified as key personnel in the relevant Statement of Work whose continued involvement is material to the successful delivery of the Services.

"Milestone" means a significant deliverable or stage of completion as defined in the relevant Statement of Work.

"Personnel" means any employee, officer, consultant, contractor, subcontractor, or agent of the Supplier engaged in the provision of the Services.

"Project Lead" means the designated representative of each Party responsible for day-to-day management and delivery of Services under a specific Statement of Work.

"Services" means the Cloud Support Services to be provided by the Supplier as specified in the relevant Statement of Work.

"Statement of Work" or "SOW" means a document agreed between the Parties setting out the specific Services to be provided, including scope, deliverables, timelines, charges, and any project-specific terms.

"Sprint" means a time-boxed iteration period, typically of two weeks' duration, during which a defined set of work is completed.

1.2 Interpretation

In these Supplier Terms, unless the context otherwise requires:

- clause headings are for convenience only and shall not affect interpretation;
- words in the singular include the plural and vice versa;
- a reference to a statute or statutory provision includes any subordinate legislation made under it and any modification or re-enactment;
- a reference to writing includes email;
- any phrase introduced by the terms "including", "include", "in particular", or similar shall be construed as illustrative and shall not limit the sense of the preceding words; and
- a reference to a Party includes its successors and permitted assigns.

2. Application and Precedence

2.1 Application

These Supplier Terms apply to all Services provided by the Supplier under the G-Cloud 15 Framework Agreement, Lot 3 (Cloud Support Services). They supplement and should be read in conjunction with the Framework Agreement documentation.

2.2 Order of Precedence

In the event of any conflict or inconsistency between the documents comprising a Call-Off Contract, such documents shall have precedence in the following order:

- the completed Order Form (including any Special Terms);
- the CCS General Terms;
- any executed Change Request;
- the Statement of Work;
- these Supplier Terms;
- the Framework Schedules;
- the Joint Schedules;
- the Call-Off Schedules; and
- any other documents incorporated by reference.

2.3 Acceptance

These Supplier Terms shall be deemed accepted by the Buyer upon the Buyer entering into a Call-Off Contract or Statement of Work for the provision of Services by the Supplier. No variation of these Supplier Terms shall be effective unless agreed in writing and signed by an authorised representative of each Party.

PART B: SERVICE DELIVERY

3. Statements of Work

3.1 Engagement Process

Where the Buyer wishes to procure Services from the Supplier under a Call-Off Contract, the Parties will:

- discuss the Buyer's requirements in good faith;
- agree the scope, approach, and estimated charges for the proposed Services;
- document the agreed terms in a Statement of Work; and
- execute the Statement of Work upon approval by both Parties.

3.2 Statement of Work Contents

Each Statement of Work shall include, as a minimum:

- a description of the Services to be provided;
- the scope of work and any exclusions;
- the delivery methodology (e.g., Agile, Waterfall, or hybrid);
- the project timeline, including any Milestones;
- the Deliverables and Acceptance Criteria;
- the Capability Transfer approach and client team involvement;
- the charging method (time and materials, fixed price, or hybrid);
- the Charges and payment schedule;
- Key Personnel and governance arrangements;
- the location(s) where Services will be performed;
- any Buyer dependencies and assumptions; and
- any project-specific terms or variations.

3.3 Statement of Work Validity

A Statement of Work shall only become binding upon signature by an authorised representative of each Party. Each Statement of Work shall be governed by these Supplier Terms and the applicable Call-Off Contract.

4. Service Delivery Standards

4.1 Performance Standards

The Supplier shall:

- provide the Services using reasonable skill, care, and diligence and in accordance with Good Industry Practice;
- allocate sufficient and appropriately skilled Personnel to each engagement;
- use its own proven methodologies, processes, and quality control measures;
- comply with GDS Service Standards where applicable to digital service delivery;
- embed Capability Transfer activities throughout the engagement, working alongside Buyer teams;
- meet all agreed Milestones and deadlines, subject to Buyer dependencies;
- promptly notify the Buyer of any issues that may affect delivery; and
- maintain all necessary certifications and accreditations relevant to the Services.

4.2 Delivery Methodology

Unless otherwise specified in the Statement of Work, the Supplier will deliver Services using an Agile approach. This includes:

- iterative delivery through time-boxed Sprints;
- regular demonstration of working deliverables;
- continuous collaboration with the Buyer's product owner or nominated representative;
- transparent progress reporting through appropriate tools and ceremonies;
- knowledge sharing with Buyer team members throughout each Sprint; and
- responsive adaptation to changing requirements within agreed parameters.

4.3 Quality Assurance

The Supplier will implement appropriate quality assurance measures including:

- code reviews and peer review processes where applicable;
- automated and manual testing as appropriate to the deliverables;
- security reviews and vulnerability assessments;
- accessibility testing to WCAG 2.2 AA standard where applicable to user-facing deliverables;
- documentation of all material decisions and technical approaches;
- regular reporting on quality metrics as agreed with the Buyer; and
- involvement of Buyer team members in quality processes to build internal capability.

4.4 Capability Transfer

The Supplier is committed to building sustainable capability within the Buyer's organisation. Unless otherwise specified in the Statement of Work:

- the Supplier's Personnel will work alongside Buyer team members, sharing expertise throughout the engagement;

- knowledge transfer activities will be embedded in day-to-day delivery, not treated as a separate phase;
- the Supplier will document approaches, decisions, and methodologies in formats accessible to Buyer teams;
- structured handover will be provided at engagement conclusion to ensure continuity; and
- the Buyer shall make appropriate team members available to participate in Capability Transfer activities.

4.5 Timescales and Dependencies

4.5.1

Unless expressly stated as fixed dates in the Statement of Work, all timescales, milestones, and delivery dates are estimates provided in good faith based on the information available and assumptions stated at the time.

4.5.2

Time shall not be of the essence in respect of any obligation under these Supplier Terms or any Statement of Work unless expressly stated in writing.

4.5.3

The Supplier shall not be liable for any failure or delay in meeting any timescale to the extent caused by:

- the Buyer's failure to meet any dependency or provide any information, decision, access, or resource required for the Supplier to perform;
- changes to scope requested or required by the Buyer;
- any act or omission of the Buyer or third parties engaged by the Buyer; or
- any Force Majeure Event.

4.5.4 Warning Notice

Where the Buyer's acts, omissions, or failure to meet dependencies causes or is reasonably likely to cause delay to the Services, the Supplier may issue a written notice to the Buyer ("Warning Notice") identifying:

- the specific act, omission, or dependency failure;
- the impact on the project timeline; and
- the steps required to remedy the situation.

4.5.5

If the matters specified in a Warning Notice are not remedied within twenty (20) Business Days, the Supplier may:

- suspend performance of the affected Services until the matters are remedied, without liability; and/or
- terminate the affected Statement of Work by written notice, in which case Clause 17.3 shall apply as if termination were for convenience by the Buyer.

4.5.6

Where delay is caused by matters described in Clause 4.5.3, any affected milestone dates shall be extended by a period equal to the delay caused, and the Supplier shall be entitled to additional Charges for any increased costs reasonably incurred.

5. Personnel

5.1 Personnel Standards

All Personnel providing the Services shall:

- be appropriately qualified, experienced, and trained for their assigned role;
- act on the Buyer's reasonable instructions in performance of the Services;
- apply due skill, care, and diligence in all activities;
- comply with all applicable conduct requirements when on the Buyer's premises;
- complete any necessary security clearance or vetting procedures as required; and
- maintain confidentiality of all Buyer information.

5.2 Key Personnel

Where Key Personnel are identified in a Statement of Work:

- the Supplier will use reasonable endeavours to ensure Key Personnel remain assigned for the agreed duration;
- the Supplier will provide at least ten (10) Business Days' notice before replacing Key Personnel, except where circumstances beyond the Supplier's reasonable control prevent this;
- any replacement Key Personnel shall possess equivalent or greater qualifications, skills, and experience; and
- the Buyer may object to a proposed replacement on reasonable grounds, in which case the Supplier shall propose alternative replacement(s).

5.3 Personnel Replacement

The Buyer may request replacement of any Personnel whose performance or conduct is unsatisfactory, provided:

- the request is made in writing with reasonable grounds;
- the Supplier is given a reasonable opportunity to address the concerns; and
- if the concerns cannot be addressed, the Supplier shall promptly propose a suitable replacement at no additional cost to the Buyer.

5.4 Security Clearance

Personnel may require security clearance to the level determined by the Buyer. The Supplier's staff screening conforms to BS7858:2019 standard. Government security clearance up to Developed Vetting (DV) is possible depending on engagement requirements. The Buyer shall provide reasonable advance notice of vetting requirements. The Supplier shall not deploy Personnel to work requiring security clearance until such clearance has been obtained.

6. Governance and Reporting

6.1 Project Governance

Each Party shall appoint:

- an Account Manager responsible for overall relationship management; and
- a Project Lead for each Statement of Work responsible for day-to-day delivery.

Governance arrangements specific to each engagement shall be documented in the relevant Statement of Work.

6.2 Progress Reporting

The Supplier shall provide progress reports as specified in the Statement of Work, or where not specified:

- weekly/fortnightly status updates for active Sprints or phases;
- demonstration of completed work at Sprint reviews or agreed intervals;
- highlight reports identifying risks, issues, and dependencies; and
- monthly summary reports for engagements exceeding one month in duration.

6.3 Escalation

Issues that cannot be resolved at the Project Lead level shall be escalated to the Account Managers. The Parties shall use all reasonable endeavours to resolve issues at the lowest appropriate level before escalation.

6.4 Dispute Resolution

6.4.1

If any dispute arises under these Supplier Terms or any Statement of Work ("Dispute"), the Parties shall attempt to resolve it through the following escalation process:

Level	Escalated To	Time to Resolve
1	Project Leads	5 Business Days
2	Account Managers	5 Business Days
3	Director or equivalent	10 Business Days

6.4.2

A Dispute may only be escalated to the next level if it has not been resolved within the time specified for the current level. The time periods run from the date the Dispute is formally referred to that level in writing.

6.4.3

Any Dispute relating to an invoice must be notified in accordance with Clause 8.6 and shall be subject to this escalation process.

6.4.4

If the Dispute is not resolved within ten (10) Business Days of referral to Level 3, either Party may:

- agree with the other Party to extend the negotiation period;
- refer the matter to mediation in accordance with the CCS General Terms; or
- commence legal proceedings in accordance with Clause 27.

6.4.5

Nothing in this Clause 6.4 shall prevent either Party from seeking urgent injunctive or other equitable relief from the courts at any time.

7. Change Control

7.1 Change Request Process

Either Party may propose a change to the scope, timeline, or charges of a Statement of Work. No proposed change shall be implemented until a Change Order has been agreed and signed by both Parties.

7.2 Change Order Contents

A Change Order shall include:

- a description of the proposed change;
- the reason for the change;
- the impact on scope, deliverables, timeline, and Charges;
- any assumptions and dependencies; and
- confirmation of acceptance by both Parties.

7.3 Charges for Change Assessment

Where a change requested by the Buyer requires significant analysis to assess the impact, the Supplier may charge for the time spent on assessment at the applicable Day Rates, subject to obtaining prior written approval from the Buyer for such charges.

PART C: COMMERCIAL TERMS

8. Charges and Payment

8.1 Charging Methods

Services may be charged on one of the following bases, as specified in the Statement of Work:

- Time and Materials: charges calculated based on actual time spent at agreed Day Rates, plus any agreed expenses;
- Fixed Price: a fixed sum for delivery of specified Deliverables in accordance with agreed Acceptance Criteria; or
- Hybrid: a combination of fixed price and time and materials elements as specified.

8.2 Day Rates

Where Services are charged on a time and materials basis:

- Day Rates for each role shall be as specified in the Statement of Work;
- a standard day comprises eight (8) hours worked during Business Hours;
- work outside Business Hours shall only be undertaken if pre-approved by the Buyer in writing; and
- the Supplier shall provide timesheets or time reports in support of all time and materials charges.

8.3 Expenses

The Charges shall not include expenses unless otherwise specified in the Statement of Work.

Where expenses are chargeable:

- only reasonable and necessary expenses incurred in the provision of the Services shall be charged;
- expenses must be pre-approved in writing by the Buyer except where the Statement of Work provides otherwise;
- the Supplier shall provide receipts and supporting documentation on request; and
- travel and accommodation shall be at economy/standard class rates unless otherwise agreed.

8.4 Discounts

Discounts may be available for:

- educational establishments;
- registered charities; and
- engagements exceeding six months in duration.

Any applicable discounts shall be specified in the Statement of Work.

8.5 Invoicing

Unless otherwise specified in the Statement of Work:

- for time and materials engagements, the Supplier shall invoice monthly in arrears;

- for fixed price engagements, the Supplier shall invoice on achievement of agreed Milestones;
- all invoices shall include sufficient detail to verify the Charges including applicable timesheets, Milestone completion evidence, and any supporting documentation reasonably required by the Buyer; and
- all invoices shall comply with the requirements of the CCS General Terms.

8.6 Payment Terms

The Buyer shall pay valid, undisputed invoices within thirty (30) days of receipt in accordance with the CCS General Terms. All Charges are exclusive of VAT which shall be payable at the prevailing rate.

8.7 Disputed Invoices

If the Buyer disputes any invoice or part thereof, the Buyer shall notify the Supplier in writing within ten (10) Business Days of receipt, specifying the grounds for dispute. The undisputed portion shall remain payable in accordance with these Supplier Terms. The Parties shall seek to resolve invoice disputes promptly and in good faith.

8.8 Late Payment

8.8.1

Without prejudice to any other right or remedy available to the Supplier, if the Buyer fails to pay any undisputed sum due under a Statement of Work by the due date, the Buyer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time, accruing daily from the due date until actual payment, whether before or after judgment.

8.8.2

The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 if it elects not to apply Clause 8.8.1.

8.8.3

The Supplier may, upon giving not less than fourteen (14) Business Days' written notice to the Buyer, suspend performance of the affected Services until all overdue undisputed amounts (including accrued interest) have been paid in full. Such suspension shall not constitute a breach of these Supplier Terms and the Supplier shall not be liable for any delay or loss arising from such suspension.

9. Acceptance

9.1 Acceptance Process

Unless otherwise specified in the Statement of Work:

- for Agile deliveries, acceptance shall be achieved through sign-off at Sprint Reviews by the Buyer's product owner or nominated representative in accordance with the agreed Definition of Done;
- for fixed price deliverables, acceptance shall be assessed against the agreed Acceptance Criteria;
- the Buyer shall have five (5) Business Days to review each deliverable and confirm acceptance or rejection with reasons; and
- deliverables shall be deemed accepted if the Buyer does not provide written rejection with reasons within the review period.

9.2 Rejection and Rectification

If a deliverable is rejected:

- the Buyer shall provide written details of the deficiencies;
- the Supplier shall rectify the deficiencies within a reasonable timeframe at no additional cost to the Buyer;
- the deliverable shall be resubmitted for acceptance; and
- if the deliverable is rejected twice for the same reasons, the Buyer may invoke the dispute resolution procedure or exercise its termination rights under the Framework Agreement.

PART D: INTELLECTUAL PROPERTY

10. Intellectual Property Rights

10.1 Background IPR

Each Party retains ownership of its Background IPR. "Background IPR" means any Intellectual Property Rights owned by or licensed to a Party prior to the commencement of the Services, or developed independently of the Services.

10.2 Project IPR

Unless otherwise specified in the Statement of Work or the Call-Off Contract:

- all Intellectual Property Rights in deliverables created specifically for the Buyer in the course of providing the Services ("Project IPR") shall vest in the Buyer upon creation;
- the Supplier hereby assigns to the Buyer, with full title guarantee, all Project IPR and shall execute any documents necessary to perfect such assignment; and
- the Supplier grants the Buyer a perpetual, irrevocable, royalty-free licence to use any Background IPR incorporated in the deliverables to the extent necessary for the Buyer to receive the full benefit of the Services.

10.3 Supplier Tools and Methodologies

Notwithstanding Clause 10.2:

- the Supplier retains ownership of its pre-existing tools, frameworks, methodologies, templates, and know-how ("Supplier Tools");
- where Supplier Tools are incorporated in deliverables, the Supplier grants the Buyer a perpetual, irrevocable, royalty-free licence to use such Supplier Tools for the Buyer's internal business purposes; and
- the Supplier may reuse generic knowledge, skills, and experience gained during the provision of the Services.

10.4 Open Source Software

The Supplier shall:

- inform the Buyer of any open source software proposed for use in the deliverables;
- ensure that any open source software is appropriately licensed for the Buyer's intended use;
- maintain records of open source components and their licences; and
- comply with the terms of all applicable open source licences.

10.5 Third Party IPR

The Supplier warrants that:

- it has the right to provide the Services and deliverables;
- the Services and deliverables will not infringe the Intellectual Property Rights of any third party; and

- it will indemnify the Buyer against all claims, damages, costs, and expenses arising from any breach of this warranty, subject to the Buyer notifying the Supplier promptly of any such claim and providing reasonable assistance in its defence.

PART E: DATA AND CONFIDENTIALITY

11. Data Protection

11.1 General Obligations

The Parties shall comply with all applicable Data Protection Legislation including the UK GDPR and Data Protection Act 2018. The Supplier shall process Personal Data only in accordance with the Buyer's instructions and the terms of the Framework Agreement.

11.2 Data Processing

Where the Supplier processes Personal Data on behalf of the Buyer:

- the Supplier shall act only as a Data Processor and the Buyer shall be the Data Controller;
- the Supplier shall implement appropriate technical and organisational measures to protect Personal Data;
- the Supplier shall not transfer Personal Data outside the UK unless in accordance with the Data Protection Legislation and with the Buyer's prior written consent;
- the Supplier shall assist the Buyer in responding to data subject requests and in ensuring compliance with security, breach notification, and impact assessment obligations;
- the Supplier shall notify the Buyer without undue delay upon becoming aware of any Personal Data breach; and
- the Supplier shall delete or return Personal Data on termination of the Services unless required by law to retain it.

11.3 Sub-processors

The Supplier may engage sub-processors to process Personal Data provided that each sub-processor is bound by data protection obligations substantially equivalent to those in this Agreement. The Supplier shall maintain a current list of sub-processors and make this available to the Buyer on request. The Supplier remains fully liable for the acts and omissions of any sub-processor.

12. Confidentiality

12.1 Confidential Information

Each Party shall keep confidential all Confidential Information disclosed to it by the other Party and shall not disclose such information to any third party without the prior written consent of the disclosing Party.

"Confidential Information" means any information which is marked as confidential or which should reasonably be understood to be confidential, including but not limited to:

- technical information, know-how, designs, and specifications;
- business information including strategies, plans, and financial information;
- Personal Data;
- the terms of any Statement of Work; and
- any information designated as commercially sensitive.

12.2 Exceptions

The obligations in Clause 12.1 shall not apply to information that:

- is or becomes publicly available through no fault of the receiving Party;
- was lawfully in the receiving Party's possession prior to disclosure;
- is independently developed by the receiving Party; or
- is required to be disclosed by law, regulation, or court order, provided the receiving Party gives reasonable notice to enable the disclosing Party to seek protective measures.

12.3 Duration

The confidentiality obligations in this Clause 12 shall survive termination or expiry of any Contract and shall continue for a period of five (5) years thereafter.

PART F: LIABILITY AND RISK

13. Warranties and Representations

13.1 Supplier Warranties

The Supplier warrants and represents to the Buyer that:

- it has full power and authority to enter into the Contract and perform its obligations;
- it will perform the Services with reasonable skill, care, and diligence and in accordance with Good Industry Practice;
- all Personnel are appropriately qualified, skilled, and experienced;
- the deliverables will conform to the agreed Specification and Acceptance Criteria;
- it maintains all necessary licences, authorisations, and insurance;
- it will comply with all applicable laws and regulations; and
- it is not aware of any facts or circumstances that might adversely affect its ability to perform the Services.

13.2 Buyer Warranties

The Buyer warrants that:

- it has full power and authority to enter into the Contract;
- it will meet any dependencies and provide any information reasonably required for the Supplier to perform the Services; and
- it will make available appropriate personnel for collaboration, decision-making, and Capability Transfer activities.

14. Limitation of Liability

14.1 Framework Limitations

The limitations of liability set out in the CCS General Terms shall apply. For the avoidance of doubt, neither Party limits or excludes liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation;
- any liability that cannot be excluded or limited by law; or
- any indemnity given under the Contract.

14.2 Liability Cap

Subject to Clauses 14.1 and 14.5, each Party's total aggregate liability under or in connection with each Statement of Work in each Contract Year (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be limited to the greater of £100,000 or one hundred and ten percent (110%) of the Charges paid or payable under that Statement of Work in the relevant Contract Year, or where the Statement of Work duration is less than twelve (12) months, one hundred and ten percent (110%) of the total Charges paid or payable under that Statement of Work.

14.3 Excluded Losses

Neither Party shall be liable to the other under or in connection with the Contract for any:

- a) loss of profits;
- b) loss of anticipated savings;
- c) loss of revenue;
- d) loss of business or contracts;
- e) loss of goodwill or reputation;
- f) loss of or corruption of data (other than the cost of reconstituting data to the extent covered by any data protection indemnity); or
- g) any indirect, consequential, or special loss,

in each case whether direct or indirect, and even if the Party concerned had been advised of the possibility of such loss.

14.4 Exclusion of Implied Terms

Save as expressly set out in the Contract, all warranties, conditions, and other terms implied by statute, common law, or otherwise are excluded to the fullest extent permitted by law.

14.5 Data Protection Liability Cap

Subject to Clauses 14.1 and 14.3, the Supplier's total aggregate liability in each Contract Year under each Statement of Work in respect of all claims arising out of or in connection with any breach of Clause 11 (Data Protection) or the Data Protection Legislation, including any indemnity relating thereto, shall be limited to one hundred percent (100%) of the Charges paid or payable under the affected Statement of Work in the relevant Contract Year.

14.6 Professional Indemnity Insurance

The Supplier maintains professional indemnity insurance to a minimum value of five million pounds (£5,000,000) per claim and shall maintain such insurance for the duration of the Contract and for a period of six (6) years thereafter. Evidence of insurance shall be provided on request.

15. Indemnities

15.1 Supplier Indemnity

Subject to the limitations in Clause 14 and the CCS General Terms, the Supplier shall indemnify the Buyer against all claims, damages, costs, and expenses arising from:

- a) any infringement of third party Intellectual Property Rights by the Deliverables or Services, except to the extent that such infringement arises from: materials, data, content, or specifications provided by the Buyer or a third party on the Buyer's behalf; modifications to Deliverables made by the Buyer or a third party without the Supplier's written consent; use of Deliverables in combination with items not supplied or specified by the Supplier, where such infringement would not have occurred but for such combination; or the Buyer's use of Deliverables outside the scope of use contemplated by the Statement of Work;
- b) any breach of Data Protection Legislation caused solely by the Supplier's negligent act or omission (and not arising from compliance with the Buyer's documented instructions or the Buyer's own breach of its data protection obligations), subject to Clause 14.5; and
- c) death or personal injury caused by the negligent act or omission of the Supplier or its Personnel.

15.2 Supplier's Rights

If any claim is made against the Buyer for which the Supplier may be liable under Clause 15.1(a), the Supplier may at its sole option and expense:

- a) procure for the Buyer the right to continue using the relevant Deliverable;
- b) modify or replace the Deliverable so that it becomes non-infringing without materially affecting its functionality; or
- c) if neither (a) nor (b) is reasonably practicable, terminate the relevant Statement of Work and refund to the Buyer any Charges paid in advance for Services not yet provided.

15.3 Conditions

The indemnities in Clause 15.1 are conditional upon:

- the Buyer notifying the Supplier promptly of any claim;
- the Buyer providing reasonable assistance in the defence of the claim;
- the Buyer not making any admission without the Supplier's consent;
- the Buyer giving the Supplier control of the defence and settlement of the claim; and
- the Buyer taking all reasonable steps to mitigate any loss or damage.

PART G: AI-AUGMENTED ENGINEERING SERVICES

16. AI-Augmented Engineering

16.1 Application

This Clause 16 applies where the Services include AI-Augmented Engineering Services, where artificial intelligence, machine learning, or agentic tools are used to enhance engineering productivity, code quality, and delivery speed.

16.2 Responsible AI Principles

The Supplier shall ensure that all AI-Augmented Engineering Services are delivered in accordance with responsible AI principles including:

- Transparency: ensuring AI tool usage and limitations are clearly communicated;
- Fairness: identifying and mitigating potential bias in AI-generated outputs;
- Accountability: establishing clear responsibility for reviewing AI-assisted work;
- Privacy: ensuring data is processed in accordance with Data Protection Legislation;
- Safety: implementing appropriate safeguards and testing; and
- Human Oversight: ensuring appropriate human review of AI-generated code and outputs.

16.3 Third Party AI Tools

Where the Supplier utilises third party AI platforms or tools:

- the Supplier shall inform the Buyer of any third party AI tools proposed for use;
- the Supplier shall work with the Buyer's preferred tools where practicable;
- the Buyer's data shall only be processed by third party AI services in accordance with agreed data handling arrangements; and
- the Supplier shall ensure appropriate security and confidentiality measures are in place.

16.4 AI Outputs and Limitations

The Buyer acknowledges and agrees that:

- a) AI tools are used to augment engineering productivity and are subject to human review and oversight;
- b) AI-generated code and outputs are reviewed by qualified engineers before delivery;
- c) the performance of AI tools may vary and the Supplier does not guarantee specific productivity improvements; and
- d) the Buyer is responsible for final acceptance of all deliverables in accordance with Clause 9.

16.5 AI Liability Limitations

Subject to Clause 14.1, the Supplier shall not be liable for any loss arising from:

- a) the performance, behaviour, or availability of third party AI tools, where the Supplier has selected and configured such tools with reasonable skill and care;

- b) AI outputs derived from data, prompts, or materials provided by the Buyer, to the extent such outputs reflect the quality or nature of such inputs; or
- c) changes in third party AI tool capabilities, APIs, or services that occur after delivery.

16.6 Knowledge Transfer

For AI-Augmented Engineering Services, Capability Transfer activities shall include:

- sharing of effective AI tool usage practices with Buyer engineering teams;
- documentation of AI-assisted workflows implemented during the engagement;
- training on prompt engineering and AI tool best practices where requested; and
- guidance on maintaining AI-augmented practices after the engagement concludes.

PART H: TERMINATION AND TRANSITION

17. Termination

17.1 Framework Terms

The termination provisions of the CCS General Terms shall apply. In addition:

- a Statement of Work may be terminated separately from other Statements of Work under the same Call-Off Contract, unless otherwise specified;
- termination of a Statement of Work shall not automatically terminate the Call-Off Contract or other Statements of Work; and
- termination of the Framework Agreement or Call-Off Contract shall terminate all Statements of Work thereunder.

17.2 Statement of Work Termination

Unless otherwise specified in the Statement of Work, either Party may terminate a Statement of Work:

- a) for convenience by giving thirty (30) days' written notice, such notice to take effect at the end of the current Sprint or payment period where Services are delivered in Sprints; or
- b) immediately if the other Party commits a material breach which is not remedied within twenty (20) Business Days of written notice.

17.3 Consequences of Termination

On termination or expiry of a Statement of Work:

- a) the Buyer shall immediately pay to the Supplier all outstanding undisputed invoices and, in respect of Services performed but for which no invoice has been submitted, the Supplier may submit an invoice which shall be payable within ten (10) Business Days of receipt;
- b) where Services are delivered in Sprints, the Buyer shall pay for the full Sprint in progress at the date of termination unless termination is for the Supplier's material breach;
- c) where Services are delivered on a fixed price or milestone basis, the Buyer shall pay a pro-rata amount reflecting the proportion of work completed towards the next milestone, as reasonably determined by the Supplier and evidenced by progress reports or other documentation;
- d) the Supplier shall deliver all completed Deliverables and work in progress to the Buyer;
- e) each Party shall return or destroy the other Party's Confidential Information; and
- f) the provisions of these Supplier Terms which by their nature should survive shall continue in effect.

18. Transition and Exit

18.1 Transition Assistance

On termination or expiry, the Supplier shall, if requested by the Buyer, provide reasonable transition assistance to enable the Buyer or a replacement supplier to continue the Services.

Transition assistance shall be limited to a maximum period of thirty (30) days from the effective date of termination, unless otherwise agreed in writing.

Transition assistance may include:

- a) knowledge transfer and documentation of work performed;
- b) handover of Deliverables, source code, and work in progress;
- c) assistance with data extraction or migration; and
- d) reasonable cooperation with a replacement supplier.

18.2 Charges for Transition

Transition assistance shall be charged at the applicable Day Rates unless:

- termination is for cause due to the Supplier's breach, in which case transition assistance shall be at no additional cost; or
- otherwise agreed in the Statement of Work.

PART I: GENERAL PROVISIONS

19. Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control (a "Force Majeure Event"). If a Force Majeure Event continues for more than sixty (60) days, either Party may terminate the affected Statement of Work on written notice.

20. Non-Solicitation

Neither Party shall, during the term of any Statement of Work and for twelve (12) months thereafter, directly solicit or entice away any employee of the other Party who has been materially involved in the provision of the Services, without the prior written consent of that Party. This shall not prevent either Party from recruiting any person who responds to a general public advertisement.

21. Assignment and Subcontracting

21.1 Assignment by Buyer

The Buyer shall not assign, transfer, or deal in any other manner with any of its rights or obligations under these Supplier Terms without the prior written consent of the Supplier.

21.2 Assignment by Supplier

The Supplier may assign its rights under these Supplier Terms to an Affiliate or successor in business without the Buyer's consent, provided the Supplier notifies the Buyer promptly and the assignee agrees to be bound by these Supplier Terms.

21.3 Receivables Financing

Notwithstanding Clause 21.1 and the CCS General Terms, the Supplier may assign, charge, or otherwise grant security over its right to receive payment under these Supplier Terms to any bank, financial institution, or other financing provider, without the Buyer's consent. Any such assignment or charge shall not:

- a) affect the Buyer's rights under these Supplier Terms;
- b) increase the Buyer's obligations or liabilities; or
- c) require the Buyer to pay any person other than as directed in writing by the Supplier.

21.4 Personnel and Delivery Model

- a) The Supplier will perform the Services utilising its Personnel and its own equipment, methodologies, and processes as it may determine from time to time. The Supplier may replace or substitute any Personnel at any time, provided that the Supplier will remain responsible for the execution of the Services and the cost of any handover between Personnel.
- b) "Personnel" includes employees, contractors, consultants, and associates engaged by the Supplier to deliver the Services, all of whom operate under the Supplier's direction, control, and supervision.

- c) The Supplier's method of work will be its own. The Supplier retains full responsibility and accountability for the Services regardless of which Personnel are engaged in their delivery.
- d) Where the Buyer has a specific requirement regarding Personnel (including security clearance or vetting), such requirements must be specified in the Statement of Work.

21.5 Personnel Changes

- a) The provisions of Clause 5.2 (Key Personnel) shall apply where Key Personnel are identified in a Statement of Work.
- b) Should the Buyer notify the Supplier in writing of any unprofessional behaviour, negligence, or serious breach of the Statement of Work committed by any Personnel ("Personnel Default"), the Supplier shall investigate the matter. Where the Buyer provides supporting evidence of such Personnel Default and the Supplier is satisfied that Personnel Default has occurred, the Supplier shall remove the relevant Personnel from the Services and shall ensure suitable Personnel are provided to continue delivery.
- c) Should the Buyer request in writing that the Supplier remove any Personnel from the Services for reasons other than Personnel Default, the Supplier shall not unreasonably withhold its consent to such request, provided that the Buyer agrees to pay any additional costs and expenses reasonably incurred by the Supplier in replacing such Personnel.

21.6 Employment Status

The Buyer acknowledges that Personnel engaged by the Supplier are not employees of the Buyer, and nothing in these Supplier Terms or any Statement of Work shall create an employment relationship between the Buyer and any Personnel.

The Buyer shall:

- a) refrain from interacting with Personnel on any basis other than as independent professional contractors engaged by the Supplier;
- b) not seek to integrate any Personnel into its own workforce or organisational structure;
- c) not directly supervise, manage, or control Personnel, but shall ensure all requests or concerns in respect of the Services are made to the Supplier's Project Lead or Account Manager;
- d) not provide Personnel with Buyer equipment, email addresses, or access credentials that would suggest an employment relationship with the Buyer, unless otherwise agreed in the Statement of Work and subject to appropriate arrangements to preserve Personnel's independent contractor status; and
- e) cooperate with the Supplier in ensuring that working arrangements are consistent with Personnel's status as contractors engaged by the Supplier.

The Buyer shall indemnify the Supplier against any liability, costs, or expenses arising from any claim that Personnel are employees of the Buyer, or from any determination by HMRC that the Buyer should have operated PAYE in respect of payments to the Supplier, to the extent such liability arises from the Buyer's breach of Clause 21.6(b).

21.7 Supplier Responsibility

For the avoidance of doubt:

- a) the Supplier remains fully responsible for the performance of all obligations under these Supplier Terms and any Statement of Work, regardless of which Personnel are engaged in delivery;
- b) any act or omission of Personnel shall be treated as an act or omission of the Supplier for the purposes of these Supplier Terms; and
- c) the Supplier shall ensure that all Personnel are bound by obligations of confidentiality no less onerous than those in Clause 12 and comply with all applicable security and vetting requirements notified by the Buyer.

22. Notices

Any notice under these Supplier Terms shall be in writing and delivered by hand, pre-paid first class post, or email to the address specified in the Statement of Work or such other address as notified in writing. Notices shall be deemed received on the day of delivery if delivered by hand or email (during Business Hours), or on the second Business Day after posting if sent by post.

23. Waiver

A waiver of any right or remedy under these Supplier Terms is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right shall not constitute a waiver of that right.

24. Severability

If any provision of these Supplier Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that achieves a similar commercial effect.

25. Entire Agreement

These Supplier Terms, together with the Framework Agreement documentation and each Statement of Work, constitute the entire agreement between the Parties relating to the Services and supersede all prior negotiations, representations, and agreements relating to the subject matter.

26. Third Party Rights

No person other than a Party to the Contract shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

27. Governing Law and Jurisdiction

These Supplier Terms and any dispute arising out of or in connection with them shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, subject to the dispute resolution and arbitration provisions of the CCS General Terms.

28. Audit

28.1

The audit provisions of the CCS General Terms shall apply. In addition, the Buyer agrees that:

- it shall provide at least fifteen (15) Business Days' prior written notice before conducting any audit;
 - audits shall be conducted during Business Hours and shall not unreasonably disrupt the Supplier's operations or its provision of services to other clients;
 - the Supplier shall not be required to disclose confidential information relating to other clients or commercially sensitive pricing information not directly related to the Services; and
 - any third party auditor appointed by the Buyer shall be bound by confidentiality obligations and shall not be a direct competitor of the Supplier.
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