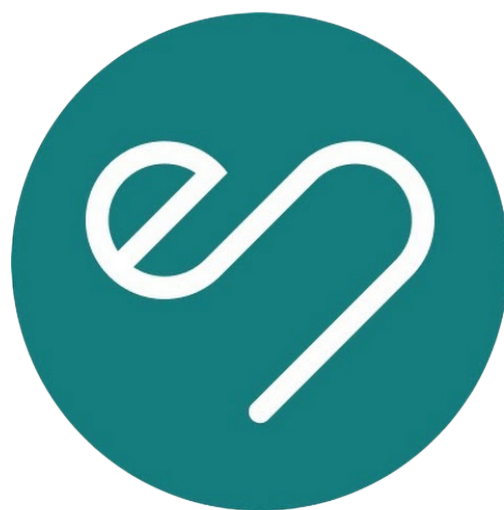


**EMRYS HEALTH:
G-Cloud 15 Lot 3 Cloud Support
Terms & Conditions**



G-Cloud 15 Lot 3 Cloud Support: Terms & Conditions

1.0 About these Terms

1.1 These Terms and Conditions ("Terms") apply to the provision of Cloud Support Services by Emrys Health Limited (the "Supplier") to a Customer under the Crown Commercial Service (CCS) G-Cloud 15 Framework Agreement, Lot 3 (Cloud Support).

1.2 These Terms are intended to be read in conjunction with:

- the G-Cloud 15 Framework Agreement;
- the G-Cloud Call-Off Contract;
- the Order Form;
- the Service Description.

1.3 In the event of any conflict, the order of precedence set out in the Call-Off Contract shall apply.

1.4 These Terms are written to align fully with CCS guidance and are suitable for use by public sector bodies, including NHS organisations, arm's-length bodies, local authorities, and research organisations.

2.0 Definitions and Interpretation

2.1 Capitalised terms used in these Terms have the meanings given in the G-Cloud Call-Off Contract unless otherwise defined here.

2.2 In these Terms:

- "Authority" / "Customer" means a public sector body purchasing Services under G-Cloud 15.
- "Services" means the Cloud Support services provided by the Supplier as described in the Service Description and Order Form.
- "Solution" means the inter-cloud data fabric and lightweight data clean room capability supported by the Services.
- "Working Day" means Monday to Friday excluding public holidays in England. 2.3 References to legislation include any amendments or replacements.

3.0 Provision of the Services

3.1 The Supplier shall provide the Services in accordance with:

- the G-Cloud Call-Off Contract;
- these Terms;
- the Order Form;
- Good Industry Practice.

3.2 The Services are Cloud Support services and may include advisory, technical, configuration, assurance, and operational support activities.

3.3 The Services do not include the provision of hosting or cloud infrastructure unless expressly stated in the Order Form.

3.4 The Supplier shall ensure that the Services are provided by suitably qualified personnel with appropriate skills and experience in cloud platforms, information security, and public sector delivery.

4.0 Service Description and Scope

4.1 The Services support the design, configuration, deployment, and operation of an inter-cloud data fabric and lightweight data clean room environments.

4.2 Typical activities may include:

- architecture and design support;
- secure configuration of cloud-native services;
- support for routine instantiation and teardown of environments;
- implementation of privacy-by-design and data minimisation controls;
- launch and scale of product;
- operational documentation and knowledge transfer.

4.3 The Supplier shall provide the Services on a reasonable endeavours basis unless otherwise agreed in the Order Form.

5.0 Customer Responsibilities

5.1 The Customer shall:

- provide timely access to relevant personnel, systems, and information;
- ensure it has appropriate authority and approvals to commission the Services;
- remain responsible for its own data governance decisions;
- maintain any required cloud subscriptions, licences, and accounts.

5.2 Delays caused by failure to meet Customer responsibilities may impact delivery timescales.

6.0 Charges and Payment

6.1 Charges for the Services shall be as set out in the Order Form or the applicable G-Cloud pricing schedule.

6.2 The Supplier shall invoice the Customer in accordance with the Order Form.

6.3 The Customer shall pay valid invoices within 30 days of receipt.

6.4 The Supplier shall not charge for any Services unless they are expressly agreed.

7.0 Service Levels

7.1 Any applicable service levels or response times shall be set out in the Order Form.

7.2 Where no service levels are specified, the Supplier shall provide the Services using reasonable skill and care.

8.0 Information Assurance and Security

8.1 The Supplier shall comply with all applicable information security obligations set out in the Call-Off Contract.

8.2 The Supplier operates an information security management framework aligned to ISO/IEC 27001.

8.3 Security measures relevant to the Services include:

- role-based access control and least privilege;
- encryption in transit and at rest;
- secure configuration and patching guidance;
- incident identification and escalation.

8.4 The Supplier shall notify the Customer without undue delay of any personal data breach or material security incident relating to the Services.

9.0 Data Protection

9.1 Each party shall comply with its obligations under Data Protection Legislation.

9.2 Where the Supplier processes personal data on behalf of the Customer, the parties shall comply with the Data Processing provisions set out in the Call-Off Contract.

9.3 The Supplier does not require access to identifiable patient data as part of standard service delivery.

10.0 Confidentiality

10.1 Each party shall treat the other party's Confidential Information as confidential.

10.2 Confidential Information shall only be disclosed as permitted by the Call-Off Contract or required by law.

10.3 These obligations shall survive termination.

11.0 Intellectual Property Rights

11.1 Each party retains ownership of its Background IPR.

11.2 Foreground IPR shall be licensed in accordance with the Call-Off Contract.

11.3 Nothing in these Terms transfers ownership of Supplier Background IPR.

12.0 Subcontracting

12.1 The Supplier may subcontract the provision of the Services in accordance with the Call-Off Contract.

12.2 The Supplier remains responsible for the acts and omissions of its subcontractors.

13.0 Business Continuity and Disaster Recovery

13.1 The Supplier maintains business continuity arrangements appropriate to the Services.

13.2 The Supplier shall provide reasonable assistance to support Customer resilience and continuity planning.

14.0 Liability

14.1 Neither party excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any liability which cannot be excluded by law.

14.2 Subject to clause 14.1, liability shall be limited in accordance with the Call-Off Contract.

15.0 Term and Termination

15.1 The term of the Contract shall be as set out in the Order Form.

15.2 Termination rights are governed by the Call-Off Contract.

16.0 Exit Management

16.1 On expiry or termination, the Supplier shall provide reasonable exit assistance as set out in the Call-Off Contract or Order Form.

16.2 This includes support for knowledge transfer and secure disengagement.

17.0 Freedom of Information

17.1 The Supplier acknowledges the Customer's obligations under the Freedom of Information Act 2000.

17.2 The Supplier shall provide reasonable assistance to enable compliance.

18.0 Governing Law

18.1 These Terms are governed by the laws of England and Wales.

18.2 The courts of England and Wales shall have exclusive jurisdiction.