

ELMS Public Sector Terms & Conditions (G-Cloud 15)

Supplementary Terms for Use with the Public Sector Contract

IMPORTANT NOTICE

These Terms and Conditions apply only to contracts awarded under the G-Cloud 15 Framework and supplement the Public Sector Contract (PSC). In the event of any inconsistency, the Public Sector Contract shall take precedence.

1. Definitions and Interpretation

Capitalised terms not defined in these Terms and Conditions have the meanings given in the Public Sector Contract.

2. Data Ownership and Control

All data processed in connection with the Services constitutes Government Data and remains the property of the Buyer.

3. Processing of Government Data

The Supplier shall process Government Data solely in accordance with the Buyer's instructions and Joint Schedule 10 (Processing Data).

4. Customer Responsibilities and Acceptable Use

4.1 The Customer shall be responsible for selecting and authorising users who are permitted to access the Services and shall ensure that such users comply with the Call-off Contract.

4.2 The Customer acknowledges that the Services are provided as a tool to support its activities and that responsibility for maintaining professional certifications, qualifications, or statutory records remains with the Customer and its users.

4.3 The Customer shall implement appropriate access controls and shall ensure that its users keep authentication credentials secure, comply with applicable security guidance, and notify the Supplier promptly of any suspected security incident.

4.4 The Supplier may monitor usage of the Services through system-generated metrics solely for service management, licence compliance, and maintaining the security and integrity of the Services. Such monitoring shall not constitute an audit of the Customer.

4.5 The Customer shall not, and shall ensure that its users do not, use the Services to store, transmit, or distribute malicious software, engage in unlawful activity, upload

unlawful or discriminatory material, or interfere with the operation or security of the Services.

4.6 Except to the extent permitted by law, the Customer shall not reverse engineer, copy, or create derivative works from the Services, or use the Services to develop a competing commercial product.

4.7 The Customer shall not use the Services to provide services to third parties on a commercial service-bureau or resale basis, except as expressly permitted under the Call-off Contract.

4.8 The Customer shall use reasonable endeavours to prevent unauthorised access to the Services and shall promptly notify the Supplier of any such access.

5. Support Services

The Supplier shall provide first-line support during Normal Business Hours (09:00–17:00 UK Business Days).

6. Service Availability and Service Levels

The Supplier shall use reasonable endeavours to achieve 98% monthly uptime and 99% annual uptime.

7. Service Credits

Service credits shall apply where service levels are not met, in accordance with the Call-off Contract.

8. Exit, Data Return, and Deletion

Upon termination, Government Data shall be returned and securely deleted in accordance with the Public Sector Contract.

9. Order of Precedence

In the event of conflict, the Public Sector Contract shall prevail.