

Terms and Conditions – G-Cloud 15 Lot 1: Cloud Hosting

1. Definitions and Interpretation

Agreement means the Call-Off Contract formed under the G-Cloud 15 Framework.

Buyer means a UK public sector body purchasing Services.

Supplier means the provider of the Cloud Hosting Services.

Services means Cloud Hosting services provided under Lot 1.

Framework means the G-Cloud 15 Framework Agreement.

CCS means the Crown Commercial Service.

2. Scope of Services

Cloud Hosting services including IaaS, managed private or hybrid cloud, UK data centre hosting, and associated connectivity and management services, including professional services and managed Kubernetes across lots 1, 2 and 3 of Gcloud 15.

3. Service Standards

Services shall be delivered with reasonable skill and care in accordance with Good Industry Practice and the applicable SLA.

Schedule 1 – Data Processing Schedule

Roles:

The Buyer is the Data Controller and the Supplier is the Data Processor.

Processing:

Personal data shall be processed only on documented instructions of the Buyer.

Security:

Appropriate technical and organizational measures shall be applied to protect personal data.

The client is ultimately responsible for their security and provision of systems such as anti virus and other protection mechanisms.

Sub-processing:

Sub-processors may be used subject to equivalent contractual obligations.

Data Subject Rights:

The Supplier shall assist the Buyer in fulfilling data subject rights.

Data Breach:

Personal data breaches shall be reported without undue delay.

Deletion:

Upon termination, personal data shall be securely deleted or returned.

Schedule 2 – Security Schedule

Information Security:

Controls aligned to ISO 27001 principles and NCSC Cloud Security Principles.

Data Residency:

All Buyer data shall reside within the UK unless otherwise agreed.

Access Control:

Role-based access, MFA, logging and monitoring.

Incident Management:

Security incidents shall be logged, investigated and reported.

Audit:

The Buyer and CCS may audit compliance on reasonable notice.

IPR

Intellectual property will remain in the possession of Stonesthro or client as appropriate, combined IPR created by both parties will be joint IPR and protected by NDA unless stated elsewhere in framework or call off contracts.

Schedule 3 – Exit and Portability Schedule

Exit Planning:

Exit plans shall be maintained and tested where appropriate.

Data Portability:

Data shall be provided in a commonly used, machine-readable format.

Assistance:

The Supplier shall provide reasonable exit assistance at standard rates.

Deletion:

Confirmation of secure deletion shall be provided.

Schedule 4 – Service Level Agreement (SLA)

Availability:

Target availability of 99.5% per calendar month unless otherwise stated.

Support:

24x7 incident logging with defined response and resolution targets.

Service Credits:

Service credits may apply for material SLA breaches as defined in the Order Form.

Maintenance:

Planned maintenance shall be notified in advance.

Governing Law

This Agreement is governed by the laws of England and Wales.