



G-Cloud 15 (RM1557.15)

Technogise UK Private Limited

G-Cloud 15 Framework - Lot 3: Cloud
Support Services

Terms and Conditions

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1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, the following terms shall have the meanings set out below:

"Agreement" means the contract formed between Technogise and the Customer comprising these Terms and Conditions, the Order Form, the Service Definition, and any other documents incorporated by reference.

"Call-Off Contract" means the contract formed when the Customer orders Services under the G-Cloud 15 Framework Agreement.

"Customer" means the public sector organisation purchasing Services under the G-Cloud 15 Framework.

"Data Protection Legislation" means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any subordinate legislation made under them (all as amended or replaced from time to time).

"Framework Agreement" means the G-Cloud 15 Framework Agreement established by the Crown Commercial Service.

"Services" means the Cloud Migration & Legacy System Modernization Services described in the Service Definition and as specified in the Order Form.

"Technogise" or **"Supplier"** means Technogise Private Limited, a company incorporated in India with delivery centres in Pune and Bangalore, and project leadership based in the United Kingdom.

1.2 Interpretation

- References to clauses are to clauses of these Terms and Conditions unless otherwise stated
- Words in the singular include the plural and vice versa
- References to persons include natural persons, corporate or unincorporated bodies

2. Contract Formation and Scope

2.1 Contract Formation

2.1.1 These Terms and Conditions apply to all Services provided by Technogise under the G-Cloud 15 Framework Agreement.

2.1.2 A binding Call-Off Contract is formed when:

- The Customer submits an Order Form through the Digital Marketplace or by email; and
- Technogise accepts the order in writing (which may be by email)

2.2 Services Scope

2.2.1 Technogise shall provide the Services with reasonable skill and care in accordance with:

- The Service Definition
- The specific requirements set out in the Order Form
- Good industry practice
- All applicable laws and regulations

3. Service Delivery

3.1 Service Commencement

3.1.1 Services shall commence on the date specified in the Order Form or, if no date is specified, within 10 Business Days of contract formation.

3.2 Customer Obligations

3.2.1 The Customer shall:

- Provide timely access to personnel, systems, and information reasonably required
- Provide accurate and complete information
- Make decisions and provide approvals within agreed timeframes
- Ensure Authorised Users comply with these Terms and Conditions

3.3 Service Standards

Availability Level	Service Credit
99.9–99.99%	5–10% of monthly fees
99.0–99.9%	10–25% of monthly fees
Below 99%	20–50%+ of monthly fees

4. Fees and Payment

4.1 Fees

4.1.1 The Customer shall pay the fees specified in the Order Form in accordance with the pricing model agreed.

4.1.2 All fees are exclusive of VAT, which shall be added at the prevailing rate where applicable.

4.2 Pricing Models

- Time & Materials: Fees calculated based on actual time spent at the day rates specified, invoiced monthly in arrears
- Fixed Price: Fees payable according to the milestone schedule specified in the Order Form
- Retainer: Fixed monthly fee for specified services, payable monthly in advance

4.3 Payment Terms

4.3.1 Payment is due within 30 days of invoice date unless otherwise specified in the Order Form.

4.3.2 Payment shall be made by BACS transfer to the bank account specified on the invoice.

5. Intellectual Property Rights

5.1 Background IPR

5.1.1 Each party retains ownership of all Intellectual Property Rights it owned prior to the Agreement or developed independently.

5.1.2 Technogise retains ownership of:

- Methodologies, frameworks, and tools used in service delivery
- Pre-existing code libraries and components
- Generic knowledge and experience gained during service delivery

5.2 Project-Specific Deliverables

5.2.1 Subject to full payment of all fees, Intellectual Property Rights in bespoke Deliverables created specifically for the Customer shall transfer to the Customer upon creation.

6. Data Protection and Confidentiality

6.1 Data Protection Compliance

6.1.1 Both parties shall comply with their respective obligations under the Data Protection Legislation.

6.1.2 Where Technogise processes Personal Data on behalf of the Customer:

- Technogise acts as a Data Processor
- The Customer acts as the Data Controller

6.2 Security Measures

Technogise shall implement appropriate technical and organizational measures including:

- Encryption of data at rest and in transit
- Multi-factor authentication for system access
- Role-based access controls
- Regular security assessments and penetration testing

6.3 Data Location

6.3.1 Personal Data shall be processed and stored within the United Kingdom unless otherwise agreed in writing.

7. Information Security

7.1 Security Standards

7.1.1 Technogise shall maintain an Information Security Management System based on ISO 27001 principles.

7.2 Security Certifications

7.2.1 Technogise currently pursues ISO 27001 certification (target Q2 2025) and Cyber Essentials certification.

7.3 Personnel Security

For engagements requiring security clearance:

- BPSS clearance is available for UK-based consultants
- SC clearance can be obtained for specific engagements
- DV clearance is available through partnership arrangements

8. Limitation of Liability

8.1 Unlimited Liability

8.1.1 Nothing in this Agreement excludes or limits either party's liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Breach of data protection obligations

8.2 Liability Cap

8.2.1 Subject to Clause 11.1, Technogise's total aggregate liability shall be limited to the greater of:

- £1,000,000; or
- 125% of the total fees paid or payable in the 12 months preceding the event

9. Term and Termination

9.1 Term

9.1.1 The Agreement commences on the date specified in the Order Form and continues for the fixed term specified or until terminated by either party in accordance with this Clause.

9.2 Termination for Material Breach

9.2.1 Either party may terminate the Agreement immediately by written notice if the other party commits a material breach that is not remedied within 30 days of written notice.

9.3 Termination for Convenience

9.3.1 For Time & Materials engagements with no fixed term, either party may terminate with 30 days' written notice.

9.3.2 For Fixed Price or Retainer engagements, either party may terminate with 60 days' written notice.

10. Dispute Resolution

10.1 Negotiation

10.1.1 If a dispute arises, the parties shall first attempt to resolve it through good faith negotiation.

10.2 Mediation

10.2.1 If the dispute is not resolved through negotiation within 30 days, either party may refer the dispute to mediation in accordance with the CEDR Model Mediation Procedure.

10.3 Arbitration

10.3.1 Any dispute not resolved through mediation may be referred to arbitration in accordance with the Arbitration Act 1996, conducted in London, United Kingdom.

11. Governing Law and Jurisdiction

11.1 Governing Law

11.1.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

11.2 Jurisdiction

11.2.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

Contact Information

For General Inquiries

Email: contracts@technogise.com

Website: www.technogise.com

For Service Delivery and Support

Email: support@technogise.com

For Data Protection Matters

Email: dataprotection@technogise.com

Primary Contact

Name: Ryan Bayly

Title: Client Principal

Email: ryan@technogise.com