

Socitm – G-Cloud 15 Call-Off Terms & Conditions

Lot 3: Cloud Support

Applies to these services: Architecture Options Analysis; Capability Analysis; Cloud Gap Analysis; Data Auditing & Organising; Data/Information Structure Design; Delivery Road-Mapping; Engagement & Communication Planning; Enterprise Architecture; Function/Service Optimisation Skills Training; Mobilisation Coordination; Project Management & Governance; Service Optimisation/Right-Sizing.

1) Scope of Services and Professional Standard

1.1 Scope.

Socitm will deliver the Services described in the Call-Off Order Form and Statement of Work (SoW), consistent with Lot 3 “Cloud Support” scope.

1.2 Professional standard & methodologies.

Services will be provided to a professional standard using appropriate methodologies/techniques referenced in the SoW (e.g., TOGAF®, PRINCE2®, Agile delivery governance) and in line with good industry practice.

1.3 Timescales.

Socitm will use reasonable endeavours to meet agreed milestones/timescales in the Order Form/SoW and will promptly notify the Customer of issues that may impact delivery.

2) Dependencies and Customer Responsibilities

2.1 Dependencies.

Where delivery depends on Customer actions, data, access, facilities, or third-party inputs, Socitm is not responsible for delay/failure arising from such dependencies; issues will be promptly flagged and managed via the project governance.

2.2 Customer obligations.

The Customer will provide reasonable office/remote access, systems access, information, and staff availability necessary for timely performance.

3) Quality Assurance and Acceptance

3.1 QA.

Deliverables will undergo internal Quality Assurance prior to issue. QA may include independent review by nominated consultants.

3.2 Acceptance.

The Customer will review deliverables against acceptance criteria within 14 calendar days (or as otherwise stated in the SoW). Absent written notice of deficiencies within that period, the deliverable is deemed accepted. Socitm will use reasonable endeavours to remedy any notified deficiencies.

3.3 Performance levels (optional).

Where applicable, performance commitments may be included in Call-Off Schedule 14 (Performance Levels) or within the Statement of Work (SoW).

4) Project Management and Governance

4.1 Method.

Socitm will apply proportionate project management (e.g., PRINCE2® principles, Agile ceremonies) and reporting, including risk/issue logs and highlight reports.

4.2 Reps & contacts.

Each party will nominate a project representative as the primary contact for instructions, progress and approvals.

5) Changes and Variations

5.1 Change control.

Any variation to scope, deliverables, or timelines must be agreed in writing via the Call-Off change control process; time/cost impacts will be captured before implementation.

5.2 Order of precedence.

If there is any inconsistency, the GC15 Order Form and PSC terms take precedence over these T&Cs and the SoW.

6) Delays and Relief

6.1 Supplier-caused delay.

Socitm will use reasonable endeavours at its expense to remedy delays caused by its acts/omissions, to the extent capable of remedy.

6.2 Customer-caused delay.

Additional cost/time arising from Customer acts/omissions or access constraints will be passed through on a time & materials basis where evidenced.

6.3 External events.

Where external factors beyond either party's control cause delay (force majeure-like events), Socitm will minimise impacts and evidence any resultant costs

7) Fees, Invoicing and Payment

7.1 Fees & expenses.

Fees/expenses are as set out in the Order Form/SoW (exclusive of VAT). Socitm will invoice at agreed stages; payment is due within 30 days of invoice date.

7.2 Late payment.

Interest/administrative remedies for late payment will be as permitted under GC15/PSC and/or the Late Payment of Commercial Debts regime.

8) Intellectual Property Rights (IPR)

8.1 Baseline position.

For consultancy-style outputs under Lot 3, the parties may adopt Call-Off Schedule 1 (IPR) to set allocation/licensing terms. The SoW will specify whether deliverables are Customer-owned, Crown-licensed, or Supplier-owned with licence back, in line with PSC options.

8.2 Socitm position (if selected).

By default, and consistent with Socitm's professional-body role, Socitm may retain IPR in materials it produces, granting the Customer a perpetual, royalty-free licence to use outputs for the Customer and named public/third-sector partners on the assignment, without sub-licensing to others.

8.3 Re-use restrictions.

Where agreed, Socitm will not use outcomes with other local clients without prior permission.

9) Security, Data Protection and Confidentiality

9.1 Security.

Security obligations will be set using the appropriate Call-Off Schedule 9 variant (short form or consultancy) reflecting data sensitivity and assurance approach; additional security requirements may be captured in SoW.

9.2 Data protection.

Where personal data is processed, the GC15/PSC schedule for UK GDPR applies (Order Form annex: data processing details).

9.3 Confidentiality.

Each party will protect the other's confidential information with the same care it uses for its own, disclose only on a need-to-know basis to staff/subcontractors under written confidentiality obligations, and use it solely to deliver the project.

9.4 FOI.

The Customer may receive requests under the Freedom of Information Act 2000. Socitm requests that information concerning its prices, proprietary methodologies and toolkits (excluding public-domain methodologies like PRINCE2) be treated as commercially confidential where exemptions apply; statutory duties prevail.

10) Insurance & Risk Management

10.1 Insurance.

Socitm maintains Professional Indemnity Insurance (min £2m per claim) and Public Liability (min £5m); Customers are expected to hold comparable Public Liability cover.

10.2 Risk audit.

On mobilisation, parties will assess site/equipment risks; significant residual risks affecting Socitm staff may require alternative working arrangements, with evidenced additional costs recoverable.

10.3 Business continuity & exit.

As applicable, Call-Off Schedule 8 (BC/DR) and Schedule 10 (Exit Management) will be included; exit deliverables and knowledge transfer will be detailed in the SoW.

11) Independence and Conflicts

11.1 Independence.

Socitm is independent of suppliers/providers/contractors and will protect that independence; if advising on procurements in segments where Socitm competes, Socitm will exclude itself from bidding as a supplier in that procurement.

11.2 Conflict management.

Any potential conflicts will be disclosed and managed through the governance process and PSC-style conflict provisions.

12) Key Supplier Staff

12.1 Key roles.

Where specific consultants are designated as “Key Supplier Staff,” they will be listed in Call-Off Schedule 7 with substitution arranged per agreed process. [[crowncommercial.gov.uk](https://www.crowncommercial.gov.uk)]

13) Training & Knowledge Transfer

13.1 Skills training.

Any Function/Service Optimisation Skills Training will include defined learning outcomes and materials and will be scheduled in the Delivery Road-Map/SoW; IP and usage rights will follow Section 8.

14) Limitation of Liability

14.1 Cap and exclusions.

Liability will be capped in line with the PSC/Order Form (and/or the level of PII maintained, if selected), and excludes indirect/consequential losses such as economic loss, profit, business loss, or data loss/inability to use data, to the extent permitted by law.

15) Term, Termination and Exit

15.1 Term.

The Call-Off term, extensions and maximum duration will be as set out in the Order Form, in line with GC15 policy.

15.2 Termination for convenience/for cause.

Either party may terminate per PSC provisions (including Buyer termination for convenience). If the Customer ends the project other than for Socitm failure, fees/expenses up to termination and evidenced direct costs (e.g., non-refundable room hire, travel) are payable.

15.3 Exit.

Exit obligations, artefacts and support will be as defined in Call-Off Schedule 10 (Exit Management) and the SoW.

16) Non-Solicitation

16.1 No poaching.

During the project and for 12 months after completion, neither party will solicit the other's staff/associates. If the Customer engages a Socitm consultant in that period, a fee of 20% of the first 12 months' salary/contract value applies.

17) Compliance, Social Value and Modern Slavery

17.1 Framework compliance.

Parties will comply with the GC15 Framework and any applicable PSC schedules selected at call-off, including reporting (e.g., MI) and management charges where applicable.

17.2 Social value & ESG.

Where required by the Buyer, Socitm will support social value commitments recorded in the Order Form, and maintain applicable policies (e.g., Carbon Reduction Plan per PPN 06/21; Modern Slavery).

18) Procurement Transparency and Audit

18.1 Audit trail & award.

Buyers complete the PSC/GC15 Order Form and publish award details on Contracts Finder; Socitm will cooperate with reasonable audit/record requests.

Service-Specific Appendix (descriptive scope cues for the SoW)

The following describe typical outputs/outcomes to be selected and tailored in the SoW and mapped to deliverables/acceptance criteria:

- **Architecture Options Analysis:** Option papers with guiding principles, constraints, risks, cost/benefit, and recommendation; alignment to enterprise/solution context; dependency log.
- **Capability Analysis:** Target capability model, heatmap, gaps and investment roadmap; people/process/tech view.
- **Cloud Gap Analysis:** Baseline vs. target cloud landing zone, controls/guardrails, skills/tooling gaps, remediation actions.
- **Data Auditing & Organising:** Data inventory, data quality assessment, stewardship roles, retention & classification approach.
- **Data/Information Structure Design:** Conceptual/logical data models, taxonomy/ontology, metadata standards, and governance.
- **Delivery Road-Mapping:** Time-phased roadmap, tranches, MVPs, benefits profile, critical path and milestones.
- **Engagement & Communication Planning:** Stakeholder mapping, comms plan, messages/channels/cadence, change impact.
- **Enterprise Architecture:** Current/target state models (biz/app/data/tech), reference architectures, standards.
- **Function/Service Optimisation Skills Training:** Course outlines, materials, exercises, evaluation; knowledge transfer plan.
- **Mobilisation Coordination:** Mobilisation plan, RAID setup, governance calendar, onboarding packs.
- **Project Management & Governance:** Delivery plan, reporting packs, risk/issue/change control, decision logs.
- **Service Optimisation/Right-Sizing:** Service reviews, usage/cost optimisation, KPIs, benefit-tracking.

(These items will be parameterised in the Order Form/SoW and cross-referenced to QA/acceptance and Exit schedules, ensuring compliance with GC15 call-off practice.)

Order Form Hooks (how this plugs into GC15)

When raising a GC15 call-off for these services, ask the Buyer to:

- Populate the **Order Form** with: scope/description, deliverables, milestones, acceptance, charges, term, key staff, data processing (if any), security profile, and exit needs. (PSC order form practice.)
- Select applicable **Call-Off Schedules**, for example: **1 (IPR), 5 (Pricing), 7 (Key Supplier Staff), 8 (BC/DR), 9a/9b/9c/9d/9e (Security), 10 (Exit), 13 (Implementation & Testing), 14 (Performance Levels), 15 (Contract Management)**. (As listed in GC15 tender documents.)