



Supplemental Sales Terms

Lot 3

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1. Scope & Application

Summary

- These supplemental terms apply only where expressly permitted under the G-Cloud Framework and the applicable Call-Off Contract.
- Where any conflict arises, the Public Sector Contract (PSC) and all G-Cloud mandatory terms override these supplemental terms in full.

2. Supplier Responsibilities

Summary

- The Supplier will provide reasonable cooperation, documentation, and subject-matter expertise to support the Buyer's onboarding, migration, and operation of the contracted cloud services.
- Any optional or out-of-scope work (e.g., bespoke integrations, hardware supply, on-site installation) will be performed only following written Buyer approval and may be subject to additional charges agreed via a Change Control process.

3. Buyer Responsibilities

Summary

The Buyer remains responsible for ensuring that authorised personnel are available to support delivery activities, including:

- Access to relevant systems, data, and personnel
- Timely review/approval of documentation
- Provision of any necessary third-party licences or environments

The Buyer will ensure its use of services does not breach applicable law, security controls, or the terms of any third-party platforms.

4. Pricing & Payment

Summary

- Prices stated in the Catalogue and Call-Off Agreement apply.
- Any optional or custom work not covered by the agreed G-Cloud offering will be quoted separately and clearly identified as non-framework services.
- No variation to prices or payment terms shall supersede the PSC's mandatory financial provisions.

5. Service Boundaries

Summary

The Supplier's responsibilities do not include:

- Management or support of third-party systems not listed in the Service Definition
- Remediation of pre-existing issues unrelated to the contracted services
- Data cleansing, restructuring, or reclassification unless explicitly included in the Call-Off
- Any changes dependent on the Buyer obtaining third-party approvals, licences, or access

6. Intellectual Property

Summary

- All Supplier-authored documentation created exclusively for the Buyer under the Call-Off will be licensed on a royalty-free, perpetual, non-exclusive basis, except where restricted by third-party licensing.
- This clause does not override or modify any IPR provisions contained in the PSC or Framework Schedules.

7. Liability

Summary

- Nothing in these supplemental terms modifies, expands, restricts, or supersedes the liability caps, exclusions, or indemnities defined in the G-Cloud Call-Off Contract.
- Any references to liability in these supplemental terms are interpretive only, not contractual.

8. Termination

Summary

- No supplemental termination rights apply. All termination is governed exclusively by the PSC and Call-Off.

9. Data Protection

Summary

- Where the Supplier processes personal data on behalf of the Buyer, the Supplier shall follow all obligations defined in:
 - the Call-Off Contract (Joint Schedule 11 – Data Protection)
 - UK GDPR and Data Protection Act 2018
- These supplemental terms do not add to or alter the mandatory data processing provisions.

10. Change Control

Summary

- All changes must follow the Call-Off Change Control Procedure.
- These supplemental terms cannot create implied variation rights.