

Master Services Agreement

G-Cloud 15 Standard Terms & Conditions

PROVIDER

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Terms of Business

1. Definitions and Interpretation

1.1 Definitions: In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings set out below. Terms not defined herein shall have the meanings ascribed to them in the G-Cloud 15 Framework Agreement or the Call-Off Contract.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

"Background IPR" means any Intellectual Property Rights (IPR) owned by or licensed to a Party prior to the Start Date of a Call-Off Contract, or developed independently of the Services, including Info-Power's proprietary methodologies, the "Quality Guarantee" framework, code libraries, and tools.

"Buyer" means the UK public sector organisation (Contracting Authority) purchasing Services via the G-Cloud Framework.

"Call-Off Contract" means the legally binding agreement (Order Form and incorporated terms) entered into between the Buyer and Info-Power for the provision of Services.

"Cyber Essentials" means the government-backed cyber security certification scheme (Basic or Plus) as defined in PPN 09/14.

"Deliverables" means specific outputs (documents, software code, reports, strategies) defined in the Order Form or Statement of Work (SoW).

"Foreground IPR" means IPR specifically created for the Buyer during the provision of the Services, excluding Background IPR.

"Quality Guarantee Period" means the initial twenty (20) Working Days of an assignment for a specific Consultant, during which the vetting and performance verification process described in Clause 4 applies.

"Service Levels" means the performance standards (response times, availability) associated with the Standard or Premium support tiers as defined in the Service Definition.

"SFIA Rate Card" means the Skills for the Information Age rate card included in the Supplier's G-Cloud listing.

"Virtual Bench" means the pool of pre-vetted independent contractors and associates maintained by Info-Power for rapid deployment.

"Supplier" means Info-Power Ltd, the entity providing the Services under the Call-Off Contract.

"Working Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales.

"Data Protection Legislation" means the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

(b) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Agreement and Order of Precedence

2.1 Formation of Contract: This Agreement applies to all Services ordered by the Buyer via the G-Cloud 15 Framework. A contract is formed upon the signature of the Order Form by both Parties.

2.2 Order of Precedence: In accordance with the Framework Agreement, in the event of any conflict or inconsistency between the documents constituting the agreement, the following order of precedence shall strictly apply:

- The G-Cloud 15 Framework Agreement;
- The Call-Off Contract (excluding the Supplier Terms);
- The completed Order Form;
- These Supplier Terms and Conditions (Master Services Agreement).

Legal Note: Info-Power acknowledges that any term herein which contradicts the Framework Agreement (e.g., regarding liability floors or management charges) shall be void to the extent of such contradiction.

3. Scope of Services and Delivery

3.1 Provision of Services: Info-Power shall provide the Services (Cloud Support, Consultancy, DevOps Engineering, Architecture) as specified in the applicable Order Form or Statement of Work (SoW). The Services shall be performed in accordance with Good Industry Practice and the specific methodologies (e.g., SAFe, Agile, Prince2) agreed upon for the engagement.

3.2 Agile Delivery: Where Services are delivered using Agile methodologies:

(a) The Parties agree to work collaboratively to define Sprints and User Stories.

(b) Acceptance Criteria for each Sprint shall be agreed in advance.

(c) The Buyer acknowledges that Agile delivery requires active Buyer participation and that delays in feedback may impact the Velocity and timeline.

3.3 Resource Deployment Models: Services may be delivered via:

- **Time & Materials (T&M):** Charged based on daily rates per the SFIA Rate Card.
- **Fixed Price:** Charged against defined Milestones and Deliverables.
- **Capped T&M:** T&M delivery subject to a maximum price cap defined in the Order Form.

3.4 Location: Services will be provided remotely, at Info-Power's premises, or at the Buyer's site as specified in the Order Form.

For roles requiring Security Check (SC) or Developed Vetting (DV) clearance, work may be restricted to specific secure locations.

4. The Info-Power Quality Guarantee

4.1 Vetting Period: For all new Consultant deployments, Info-Power operates a "Quality Guarantee" covering the first twenty (20) Working Days (the "Vetting Period").

4.2 Performance Validation: During the Vetting Period, Info-Power may, at its discretion and cost, supervise the Consultant from Info-Power premises (or remotely) to verify technical alignment and communication skills before full integration into the Buyer's environment.

4.3 Replacement Mechanism: If, during the Vetting Period, the Buyer reasonably determines that a Consultant does not meet the technical or professional standards required:

(a) The Buyer must notify Info-Power in writing immediately, detailing the specific grounds for dissatisfaction (e.g., failure to meet technical competencies defined in the SoW).

(b) Info-Power shall replace the Consultant with a resource of equivalent or higher SFIA level at no additional cost to the Buyer.

(c) Info-Power shall issue a credit note for the fees incurred by the rejected Consultant during the Vetting Period, effectively rendering the failed period free of charge.

4.4 Exclusions: This guarantee does not apply if the failure is due to a material change in Buyer requirements, failure by the Buyer to provide access/dependencies (Clause 5), or reasons unrelated to Consultant competence (e.g., personality clashes not affecting performance).

5. Customer Obligations

5.1 Access and Dependencies: The Buyer shall provide Info-Power with timely access to personnel, premises, systems, data, and documentation required to perform the Services. Info-Power shall not be liable for any delay or failure to perform caused by the Buyer's failure to provide such access (Relief Event).

5.2 Software and Licensing: The Buyer is responsible for procuring and maintaining all necessary third-party licenses (e.g., AWS, Azure, SaaS subscriptions) required for the project, unless the Order Form explicitly states Info-Power acts as a reseller.

5.3 Acceptance Testing:

(a) The Buyer shall perform User Acceptance Testing (UAT) on Deliverables within five (5) Working Days of submission (or such other period agreed in the SoW).

(b) If the Buyer does not notify Info-Power of any Material Defects within this period, the Deliverable shall be Deemed Accepted.

(c) Deemed Acceptance triggers the payment milestone for Fixed Price contracts.

6. Charges, Payment, and Invoicing

6.1 Invoicing: Info-Power shall invoice the Buyer:

(a) Monthly in arrears for Time & Materials engagements.

(b) Upon Acceptance (or Deemed Acceptance) of Milestones for Fixed Price engagements.

6.2 Payment Terms: The Buyer shall pay all valid, undisputed invoices within 30 days of receipt, in accordance with the Prompt

Payment Code and Framework regulations.

6.3 Late Payment & Suspension: Info-Power reserves the right to charge interest on late payments at a rate of 4% above the Bank of England base rate. In the event of persistent non-payment (undisputed amounts overdue by more than 45 days), Info-Power reserves the right to suspend the provision of Services upon seven (7) days' written notice, without liability for delay, until funds are received.

6.4 Educational Discount: A discount of 5% on standard SFIA rates applies to qualifying Education Sector Buyers (Schools, Universities, Research Councils) for engagements exceeding sixty (60) billable days. This discount must be explicitly requested in the Order Form.

6.5 Expenses: Travel and subsistence expenses outside the M25 (or the Consultant's base location) shall be charged at cost, in strict compliance with the Buyer's standard Travel & Subsistence policy (e.g., Civil Service rates), and must be pre-approved in writing.

7. Warranties and Standards

7.1 Service Warranty: Info-Power warrants that the Services will be performed with reasonable skill, care, and diligence by personnel who are suitably skilled, experienced, and qualified.

7.2 Remedy: In the event of a breach of the warranty in Clause 7.1, Info-Power's sole liability and the Buyer's exclusive remedy shall be the re-performance of the non-compliant Services at no additional cost, provided the breach is notified within 30 days of performance.

8. Security and Data Protection

8.1 Cyber Essentials: Info-Power warrants that it holds and will maintain a valid Cyber Essentials certificate throughout the contract term.

8.2 Data Protection:

(a) The Parties acknowledge that the Buyer is the Controller and Info-Power is the Processor for the purposes of the Data Protection Legislation (UK GDPR/DPA 2018).

(b) The Parties shall comply with the provisions of Joint Schedule 11 (Processing Data) of the Call-Off Contract.

(c) Info-Power shall only process Personal Data in accordance with the specific instructions set out in Annex 1 of the Order Form.

8.3 Security Vetting: Info-Power shall ensure that all Consultants accessing Buyer systems hold the appropriate security clearance (BPSS, SC, or DV) as defined in the Order Form.

9. Intellectual Property Rights (IPR)

9.1 Background IPR: Each Party retains full ownership of its Background IPR. Info-Power grants the Buyer a non-exclusive, perpetual, royalty-free, non-transferable license to use Info-Power Background IPR (e.g., methodologies, tools) solely to the extent necessary to enjoy the benefit of the Services and Deliverables.

9.2 Foreground IPR:

Standard Position: Unless otherwise agreed in the Order Form (e.g., where Crown Copyright applies), Foreground IPR created

specifically for the Buyer shall vest in the Buyer upon full payment of relevant Fees.

License to Supplier: The Buyer grants Info-Power a royalty-free, non-exclusive license to use the Foreground IPR for the purpose of providing the Services during the Term.

9.3 Generic Know-How: Nothing in this Agreement shall prevent Info-Power from using any general know-how, skills, code snippets, and generic tools developed during the engagement for its business purposes (including for other clients), provided no Buyer Confidential Information is disclosed.

10. Liability and Indemnities

10.1 Unlimited Liability: Nothing in this Agreement excludes or limits liability for:

(a) Death or personal injury caused by negligence;

(b) Fraud or fraudulent misrepresentation;

(c) Breach of obligations under Section 12 of the Sale of Goods Act 1979;

(d) Any other liability which cannot be limited by Law.

10.2 Financial Cap: Subject to Clause 10.1 and the overriding provisions of the Framework Agreement (specifically Clause 4), Info-Power's aggregate liability for all defaults shall be limited to:

(a) For loss or damage to Buyer Data: The amount set out in the Call-Off Contract (typically £1,000,000 or higher);

(b) For all other defaults: 125% of the Charges paid or payable by the Buyer in the twelve (12) months preceding the event giving rise to the claim, or £1,000,000, whichever is greater.

10.3 Exclusions: Info-Power shall not be liable for any:

- (a) Indirect, special, or consequential loss;
- (b) Loss of profits, turnover, business opportunities, or goodwill;
- (c) Loss arising from the Buyer's failure to implement recommended security patches or configuration changes.

10.4 Insurance: Info-Power shall maintain the following insurance policies throughout the Term:

- **Professional Indemnity:** Minimum £5,000,000 per claim.
- **Public Liability:** Minimum £5,000,000 per claim.
- **Employer's Liability:** Minimum £5,000,000 per claim.

11. Termination and Exit Management

11.1 Termination for Convenience: The Buyer may terminate the Call-Off Contract for convenience by giving at least thirty (30) days' written notice (or such other period defined in the Order Form). Info-Power shall be paid for all work done and committed costs up to the effective date of termination.

11.2 Termination for Cause: Either Party may terminate immediately for Material Breach that is not remedied within thirty (30) days of written notice.

11.3 Exit Plan: Upon termination, Info-Power shall provide Exit Assistance in accordance with Call-Off Schedule 10 (Exit Management). This includes:

- (a) Returning or securely destroying Buyer Data;

- (b) Providing knowledge transfer to the Buyer or a replacement supplier;

- (c) Exit Assistance is charged at standard T&M rates unless otherwise agreed.

12. Personnel and Substitution (Virtual Bench)

12.1 Right of Substitution: Info-Power acknowledges that the Buyer purchases Services and not the labor of specific individuals (supporting Outside IR35 status). Info-Power may substitute any Consultant at any time provided that:

- (a) The substitute possesses equivalent or better qualifications, skills, and security clearance;

- (b) The substitution does not cause delay or cost to the Buyer;

- (c) Info-Power provides reasonable notice (except in cases of illness/emergency).

12.2 Buyer Veto: The Buyer may refuse a substitute only on reasonable grounds (e.g., lack of specific security clearance or technical certification). This clause acts as a "reasonable fetter" to ensure service continuity while supporting compliant self-employment status for associates.

12.3 Non-Solicitation: During the term of the Agreement and for twelve (12) months thereafter, neither Party shall solicit or entice away any employee or associate of the other Party involved in the Services. Breach of this clause shall incur a recruitment fee equal to 30% of the individual's annual gross salary or fees.

13. Social Value and Corporate Responsibility

13.1 Social Value Commitments: Info-Power shall support the Buyer in meeting its Social Value objectives (e.g., Fighting Climate Change, Tackling Economic Inequality) by delivering the specific initiatives defined in the Order Form. Info-Power shall provide quarterly reports on these initiatives.

13.2 Modern Slavery: Info-Power warrants that it complies with the Modern Slavery Act 2015 and takes reasonable steps to ensure that slavery and human trafficking do not exist in its supply chain or business.

13.3 Carbon Reduction: Where required by PPN 06/21 (contracts >£5m), Info-Power shall maintain and publish a Carbon Reduction Plan.

14. Dispute Resolution

14.1 Escalation: Any dispute arising under this Agreement shall be referred first to the Project Managers, then to the Account

Managers, and finally to the Senior Executives/Directors of the Parties.

14.2 Mediation: If the dispute is not resolved within 30 days of escalation to Directors, the Parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

15. General Provisions

15.1 Force Majeure: Neither Party shall be liable for delay or failure caused by events beyond its reasonable control (e.g., war, pandemic, cyber-attack on national infrastructure), provided prompt notice is given.

15.2 Anti-Bribery: Info-Power shall comply with the Bribery Act 2010 and ensure all associates and subcontractors comply with the same.

15.3 Governing Law: This Agreement is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.