

MIGSO-PCUBED

Your trusted delivery partner in Project Controls & PMO

**GCloud 15
Framework Agreement**

Terms and Conditions

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1 TERMS AND CONDITIONS

1. The contract duration should be agreed, and a purchase order issued, prior to work commencing.
2. Notice period: 1 month for the duration of the contract, unless agreed in writing.
3. Fees are exclusive of any applicable tax.
4. Monthly invoices will be submitted based on actual effort plus project related expenses, plus VAT.
5. Included in day rate within M25. Engagement-related travel and subsistence expenses will be agreed in advance and charged in accordance with the Buyer's expenses policy, standards and code of practice.
6. Effort assumptions assume a 'normal' consulting day of 8 hours exclusive of travel and lunch. Extended hours (greater than 8 hours per day) may be pro-rata charged in addition to normal time at the standard rate. Usually shift work, bank holidays and weekend working will be charged at 1.5 times the standard rate.
7. MIGSO-PCUBED teams will be sourced from the local office wherever possible. Should the specific local skills and competencies not be available, then, with the advanced agreement of the Buyer, actual expenses will be re-charged at cost for non-local teams.

Work will normally be performed at the Buyer's offices, but alternative remote working is possible. Suitable on-site office space, security access, and Wi-Fi access should be provided at the onset of the engagement to the identified MIGSO-PCUBED staff.

MIGSO-PCUBED will carry out regular progress and assurance reviews. Quality, work package, service deliverables and change control will be reviewed between the senior client sponsor and the MIGSO-PCUBED engagement manager and director.

If the Buyer requests a change to the scope of work outlined in this proposal, then MIGSO-PCUBED will respond by issuing an addendum to this proposal describing the impact on the schedule and cost of the work changes. Work related to such changes will not begin until both parties have agreed upon the impact and actions in writing.

8. Appropriate Buyer personnel will be available to participate in project activities supporting the deliverables. Any delays not driven by MIGSO-PCUBED that are likely to result in additional costs being incurred or time schedule delays will be notified to the senior client and managed through change control by the engagement manager or director.

In the unlikely event of a query or disagreement regarding service deliverables or change control, the Buyer and MIGSO-PCUBED will jointly review and agree to actions to resolve. Should agreement not be reached, either party may refer the issue to senior directors of the parties in writing for final settlement in line with the framework terms and conditions.

MIGSO-PCUBED will treat as confidential any information belonging to the Buyer, its affiliated companies, or any third parties, disclosed to MIGSO-PCUBED for the delivery of services.

Clients and Suppliers are not allowed to make an offer to MIGSO-PCUBED employees within the period of contract and 6 months thereafter. In the event that MIGSO-PCUBED staff are hired, the new employer has to pay a fee to MIGSO-PCUBED of a quarter of the yearly gross salary of that staff member.

9. Knowledge transfer: MIGSO-PCUBED commit to openly sharing all knowledge used for the delivery of services, opening opportunities to share best practice and approaches with other aspects of the Buyer's organization during the engagement.
10. Consultants cannot support the Buyer's activities until written requests, client approvals to proceed or formal PO are received.
11. Service Deliverables prepared by MIGSO-PCUBED will belong to the Buyer subject to payment for the assignment. MIGSO-PCUBED will retain ownership of its pre-existing tools and materials.
12. MIGSO-PCUBED charges per consulting day. Charges are based on the seniority of the consultant in accordance with MIGSO-PCUBED's current rates. Where a consultant is promoted, MIGSO-PCUBED will agree with the client
 - a) a new rate appropriate to the promoted level of seniority, or
 - b) substitution of a new consultant at the previous level and charge rate, together with a transitional plan.