

# Supplier Terms

G-Cloud 15

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# SUPPLIER TERMS

These **SUPPLIER TERMS** apply between **THE PARTIES** who have signed a G-Cloud 14 **CALL OFF CONTRACT** including the Part A Order Form under the G-Cloud 14 **THE FRAMEWORK AGREEMENT**, which provides for these SUPPLIER TERMS. The PARTIES are as per the CALL OFF CONTRACT:

(1) **THE SUPPLIER** Corporate Document Services Ltd. whose registered office is situated at Riverside House, 7 Canal Wharf, Holbeck, Leeds LS11 5AS.

and

(2) **THE BUYER**

WHEREAS:

1. The FRAMEWORK AGREEMENT and the CALL OFF CONTRACT contain contractual provisions which apply to and bind the PARTIES.
2. THE BUYER wishes to have certain consultancy design and technical development services provided in connection with the BUYER'S digital platform and presence, (the "SERVICES"); and
3. THE SUPPLIER represents that it has the appropriate expertise, skills and resources to provide, and is willing to provide, the SERVICES.

AND NOW THEREFORE IN CONSIDERATION OF the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BUYER and the SUPPLIER agree as follows: -

## 1. DEFINITIONS

The following terms and expressions shall have the meaning respectively assigned to them in this Clause.

- 1.1. "AFFILIATE" shall mean any subsidiary or parent company of any company or any other subsidiary of such parent company. For the purpose of this definition, "subsidiary" and "parent company" shall have the meaning respectively assigned to them under Section 1161 (5), Companies Act, 2006, as amended by Section 144, Companies Act, 1989.
- 1.2. "BACKGROUND IPRS" shall mean Intellectual Property, as defined in Schedule 6 of the CALL OFF CONTRACT.
- 1.3. "COMMENCEMENT DATE" means the go live date stated in the CALL OFF CONTRACT or the STATEMENT OF WORK as the case may be.
- 1.4. "PROJECT SPECIFIC IPRS" shall mean all and any Intellectual Property as defined in in Schedule 6 of the CALL OFF CONTRACT

CONFIDENTIAL

INFORMATION” means Data, Personal Data and any information, which may include (but isn’t limited to) any: information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').

- 1.5. “INTELLECTUAL PROPERTY” or IPRS shall mean Intellectual Property as defined in Schedule 6 of the CALL OFF CONTRACT
- 1.6. “PARTY” shall mean either BUYER or THE SUPPLIER as the context may require and “PARTIES” shall mean BUYER and THE SUPPLIER.
- 1.7. “STATEMENT OF WORK” shall mean the statement of work for the SERVICES and any subsequent statements of work, which must be in the form of Schedule 3 which are agreed to between the PARTIES in writing from time to time, and which break down work stated a CALL OFF CONTRACT. All agreed STATEMENTS OF WORK should be numbered consecutively and shall be deemed incorporated herein by reference.
- 1.8. “SERVICES” shall mean the G-Cloud Services which are the subject of an order from the BUYER which will be provided by THE SUPPLIER to the BUYER as outlined in the applicable STATEMENT OF WORK.
- 1.9. “TERM” means the term of the CALL OFF CONTRACT as set out in the Order Form.
- 1.10. Words capitalised but not defined in these SUPPLIER TERMS shall bear the meaning given to them in the CALL OFF CONTRACT.

## 2. INCORPORATION OF TERMS

2.1. The following FRAMEWORK AGREEMENT clauses are incorporated as separate Call-Off Contract obligations and apply between the SUPPLIER and the BUYER:

- 2.3 (Warranties and representations)
- 4.1 to 4.3 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)

- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

### 3. SERVICES

3.1. THE SUPPLIER shall provide the SERVICES as set out in the CALL OFF CONTRACT and as more fully detailed Schedule 3.

### 4. DURATION OF SUPPLIER TERMS

4.1. The PARTIES agree that these SUPPLIER TERMS shall continue for the TERM, unless terminated earlier in accordance with the CALL OFF CONTRACT.

4.2. Any initial TERM may be extended for rolling periods upon the mutual written agreement of the PARTIES as provided for in the CALL OFF CONTRACT.

4.3. Any STATEMENT OF WORK will detail the start and end dates and other key information which is relevant to delivery of the SERVICES.

### 5. THE SUPPLIER OBLIGATIONS

5.1. THE SUPPLIER will provide and perform the SERVICES:

5.1.1. in accordance with the CALL OFF CONTRACT

5.1.2. with due care and diligence and with the skill to be reasonably expected of a provider in the type of services to be provided and performed under these SUPPLIER TERMS; and

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- 5.1.3. in compliance with all applicable legal obligations.
- 5.2. For the avoidance of doubt, THE SUPPLIER shall comply with any timescales or key dates identified in the applicable STATEMENT OF WORK.
- 5.3. To the extent that any timescales are impacted by the BUYER, such timescales shall consequently be reasonably extended.
- 5.4. Save as expressly provided in the CALL OFF CONTRACT and the provisions of these SUPPLIER TERMS, all other warranties relating to the SERVICES, (whether expressed or implied by law, custom or otherwise) are excluded to the fullest extent permitted by law.

## 6. ASSIGNMENT & SUB-CONTRACTING

- 6.1. Neither PARTY shall assign these SUPPLIER TERMS or any part of it or any benefit or interest in or under it to any person whatsoever without the prior written consent of the other PARTY, such consent shall not be unreasonably withheld or delayed.
- 6.2. THE SUPPLIER may sub-contract its obligations to deliver the SERVICES, or any part of them under these SUPPLIER TERMS.
- 6.3. Excluding that which is stated in clause 7.1(a) below THE SUPPLIER shall be responsible for all work, acts, omissions and defaults of any party to whom any part of the SERVICES is sub-contracted by THE SUPPLIER as if they were work, acts, omissions or defaults of THE SUPPLIER.

## 7. VARIATION PROCESS

- 7.1. The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 7.2. The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 7.3. If either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation or End this Call-Off Contract by giving 30 days' notice to the Supplier.
- 7.4. The PARTIES will take note of the Variation Form Schedule 8 of the FRAMEWORK AGREEMENT in respect of any Variation.

## 8. FORCE MAJEURE

- 8.1. The meaning of FORCE MAJEURE is as defined in the FRAMEWORK AGREEMENT.
- 8.2. Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the CALL OFF CONTRACT (other than a payment of money) to the extent that such delay or failure is a result of a FORCE MAJEURE event.

- 8.3. A PARTY will promptly (on becoming aware of the same) notify the other PARTY of a FORCE MAJEURE event or potential FORCE MAJEURE event which could affect its ability to perform its obligations under the CALL OFF CONTRACT.
- 8.4. Each PARTY will use all reasonable endeavours to continue to perform its obligations under the CALL OFF CONTRACT and to mitigate the effects of FORCE MAJEURE.
- 8.5. If a FORCE MAJEURE event prevents a Party from performing its obligations under the CALL OFF CONTRACT for more than 60 consecutive Working Days, the other Party can End the CALL OFF CONTRACT with immediate effect by notice in writing.

## 9. OWNERSHIP AND RIGHTS OF USE

- 9.1. Legal and beneficial title to all BACKGROUND IP shall belong to and remain vested in the owning Party THE SUPPLIER (or, where appropriate, in a third party licensor).
- 9.2. In consideration of the fees due under these SUPPLIER TERMS, THE SUPPLIER grants to BUYER a perpetual, royalty-free, non-exclusive, non-transferable, irrevocable licence to use the BACKGROUND IP solely for BUYER' internal business purposes and in connection with the receipt of the Services. Maintenance or support of such software or third party licensed property shall be subject to, and contingent on, separate licencing agreement between the PARTIES.
- 9.3. For the avoidance of doubt, THE SUPPLIER does not take responsibility for and is not liable for the services or delivery third parties licensors.
- 9.4. All PROJECT SPECIFIC IPRS shall vest in and be owned absolutely by BUYER upon full payment by BUYER of all undisputed monies due and owing under the CALL OFF CONTRACT.
- 9.5. Subject to that stated below, in consideration of the payment of all sums owing under these SUPPLIER TERMS by BUYER to THE SUPPLIER, THE SUPPLIER assigns and where practicable shall procure the assignment to BUYER of all PROJECT SPECIFIC IPRS.
- 9.6. BUYER grants to THE SUPPLIER a non-exclusive, irrevocable, royalty-free licence to use BUYER BACKGROUND IPRS of the BUYER during the Term, and thereafter as may be reasonable and necessary for the purposes of providing the SERVICES.
- 9.7. Neither PARTY shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent
- 9.8. BUYER acknowledges that any BACKGROUND IP shall be licensed to BUYER only for use in connection with these SUPPLIER TERMS.
- 9.9. Under no circumstances shall such licence include any licence or right of access in relation to any source code existing in BACKGROUND IP or

PROJECT SPECIFIC IPRS or in any such programs except as may be agreed in writing with THE SUPPLIER. The IPRS in such source code shall remain the property of THE SUPPLIER or the relevant third party owner as the case may be. BUYER shall not be entitled (save to the extent permitted by law) to copy, adapt, reverse compile, decode or otherwise translate any such program.

9.10. Each party at their respective expense shall do all further acts and deeds and execute all such further documents and instruments as may from time to time be required to give effect to the ownership or licence of IP as envisaged by this Clause.

9.11. THE SUPPLIER acknowledges and agrees that no work done or method employed by it in the provision and performance of the SERVICES or any item provided by it as part thereof or as a result thereof or any use made by BUYER or any of its AFFILIATES of any such item provided by THE SUPPLIER under the CALL OFF CONTRACT shall infringe any third party intellectual property right protected by law, including without limitation any letters patent, registered design, trade mark, copyright or design right.

## 10. CONFIDENTIALITY

10.1. Each PARTY (the "RECEIVING PARTY") shall treat as confidential any information it acquires from or which is provided to it under or in connection with CALL OFF CONTRACT by the other PARTY (the "DISCLOSING PARTY") which is identified by the DISCLOSING PARTY as confidential or which by its very nature is confidential and during a period of five years from the date of this THE CALL OFF CONTRACT shall not disclose to, place at the disposal of or use for the benefit of or on behalf of any third party or enable any third party to use, peruse or copy such confidential information or any part thereof without the prior specific written consent of the DISCLOSING PARTY.

10.2. THE SUPPLIER shall not use the Confidential Information of the BUYER for any purpose other than the execution of the SERVICES.

10.3. The provisions of Sub-Clause 10.1 shall not apply to information which:

10.3.1. prior to it being acquired hereunder is part of the public domain or at any time thereafter becomes part of the public domain other than because of breach by the RECEIVING PARTY of its confidentiality obligations under this Clause 10; or

10.3.2. was independently received by the RECEIVING PARTY from a third party whose possession is lawful and who has the full right to disclose and who did not receive it either directly or indirectly from the DISCLOSING PARTY or any of its AFFILIATES; or

10.3.3. was developed independently by employees of the RECEIVING PARTY without the benefit of the Confidential Information supplied by the DISCLOSING PARTY; or

- 10.3.4. was known to the RECEIVING PARTY prior to receipt of Confidential Information of the DISCLOSING PARTY, as evidenced by reasonable written records; or
- 10.3.5. is required to be disclosed in order to comply with the requirements of any court order or any law, rule or regulation of any governmental body having jurisdiction or of any relevant stock exchange, provided the RECEIVING PARTY first gives reasonable advance notice to the DISCLOSING PARTY and reasonably cooperates with the DISCLOSING PARTY to secure confidential protection of such Confidential Information.

## 11. INVOICING & PAYMENT

- 11.1. In consideration of the performance THE SUPPLIER'S obligations under THE CALL OFF CONTRACT by THE SUPPLIER, the BUYER shall pay the Price in accordance with THE CALL OFF CONTRACT, as may be more fully detailed in the STATEMENT OF WORK.
- 11.2. THE SUPPLIER shall submit a monthly consolidated invoice to the BUYER, which shall include the following detail: item; client; cost code; value; and VAT.
- 11.3. The amount of each correctly raised invoice shall become due for payment within thirty days from the date on the invoice.
- 11.4. All sums that become due for payment to THE SUPPLIER under this CALL OFF CONTRACT are exclusive of Value Added Tax which shall be payable by BUYER to THE SUPPLIER, where applicable, at the rate and in the manner prescribed by law from time to time as an addition to such sums.
- 11.5. If any bona fide undisputed amount payable to THE SUPPLIER by BUYER under the CALL OFF CONTRACT is left outstanding beyond the due date for payment, THE SUPPLIER may, without prejudice to its other rights charge interest pursuant to the Late Payments of Commercial Debts (Interest) Act 1998.
- 11.6. Should THE SUPPLIER incur any costs in collecting payment of an overdue account, all such costs will be charged to BUYER, who will not have discharged their liability to THE SUPPLIER until such costs are paid.

## 12. TERMINATION

- 12.1. BUYER and THE SUPPLIER shall each have the right by giving notice in writing to the other PARTY to terminate all or any part of the SERVICES or these SUPPLIER TERMS at such time or times as the notifying PARTY may consider necessary for any of the reasons, and in accordance with clause 18 of the CALL OFF CONTRACT and ORDER FORM.
- 12.2. On termination the PARTIES will use reasonable commercial endeavours to agree the completion and payment arrangements in relation to

of any Services due to be delivered or being delivered under any Statement of Work.

## 13. LIMITATION OF LIABILITY

- 13.1. Nothing contained in these SUPPLIER TERMS shall exclude or limit the liability of either PARTY for death or personal injury resulting from its negligence or the negligence of its employees, its agents and/or sub-contractors.
- 13.2. The PARTIES agree to the liability provisions and limitations as set out in the ORDER FORM, CALL OFF CONTRACT and clauses 4.1 - 4.3 of the FRAMEWORK AGREEMENT.

## 14. GENERAL LEGAL PROVISIONS

- 14.1. Nothing contained herein shall be construed as creating a joint venture, a legal partnership, or a relationship of principal and agent between BUYER and THE SUPPLIER.
- 14.2. In the event that any one or more of the provisions of these SUPPLIER TERMS shall, for any reason, be held by any competent authority to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any of the other provisions of these SUPPLIER TERMS or the remainder of the provision in question and these SUPPLIER TERMS shall be construed as if such invalid, illegal or unenforceable provision or invalid, illegal or unenforceable part thereof had never been contained herein.
- 14.3. Failure or delay in the prompt enforcement of any right hereunder shall in no way be construed as a waiver of such right. No right or remedy of a PARTY shall be deemed waived except pursuant to a written waiver executed by a PARTY against whom the waiver is to be enforced. Waiver of any provision of on any occasion shall not be construed as a waiver of any other provision or that provision on any other occasion.
- 14.4. The provisions of Clauses 9, 10, 12 and 13 shall survive termination of the SERVICES or termination of these SUPPLIER TERMS for any reason whatsoever.
- 14.5. Subject to the order of precedence clauses, these SUPPLIER TERMS (including the Schedules) and any clauses incorporated by reference constitutes the entire agreement between the PARTIES with respect to the SERVICES and supersedes all prior negotiations, representations or agreements related to these SUPPLIER TERMS, either written or oral.
- 14.5.1. If there is any conflict or ambiguity between the clauses of the SUPPLIER TERMS, to the extent necessary, the order of precedence for resolving the conflict is:
- 14.5.1.1. Framework Agreement Schedule 8: Variation
- 14.5.1.2. the Framework Agreement

- 14.5.1.3. the completed Order Form
- 14.5.1.4. the clauses of a Call-Off Contract (excluding Supplier Terms)
- 14.5.1.5. the Supplier's Terms
- 14.5.1.6. any other document referred to in the Call-Off Contract clauses.

## 15. GOVERNING LAW

- 15.1. These SUPPLIER TERMS shall be construed, take effect and be governed in all respects in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise and shall be subject to the exclusive jurisdiction of the English Courts, save that any judgement, declaration, award or order obtained in the English Courts may be enforced in any jurisdiction.

IN WITNESS WHEREOF, BUYER and THE SUPPLIER has caused these SUPPLIER TERMS to be signed and executed on their behalf by their duly authorised representatives, in two original counterparts (one for each of the PARTIES) as of the day and year first above written.

|                                        |                             |
|----------------------------------------|-----------------------------|
| Signed for and on behalf of            | Signed for and on behalf of |
| <b>Corporate Document Services Ltd</b> | <b>BUYER</b>                |
| Signature:                             | Signature:                  |
| Name:                                  | Name:                       |
| Position/Title:                        | Position/Title:             |

## 16. SCHEDULE 1

SERVICES: Cloud Services the SUPPLIER is capable of providing through the Platform - see Schedule 1 of CALL OFF CONTRACT

**Examples:**

- Business Intelligence services
- Case management implementation
- Cloud hosting services
- Cloud managed services
- CMS implementation
- Content design and strategy services
- Cyber security
- Data strategy and implementation services
- Design and user experience services
- Design and implementation of AI systems
- Project consultancy
- Project management
- Research and insight services.
- Software consultancy
- Software development
- Support services
- Technical consultancy
- Web site development.

## 17. SCHEDULE 2

### Statement of Work Charges Breakdown

[INSERT]

**\*Note: Call-Off Contract charges**

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. For the detailed Charges breakdown for the provision of Services during the Term please see our SFIA Rate card.

## 18. SCHEDULE 3

### Statement of Work

This Statement of Work relates to Supplier Terms signed between the Buyer and the Supplier on [INSERT]

**SOW number:** [INSERT]

**Date:** [INSERT]

Note: Where applicable, scope, budget and timescales will be dependent on a fixed price discovery phase.

**Deliverables:** [INSERT]

**Charges for Deliverables:** [INSERT]

**Acceptance Criteria:** [INSERT]

**Key Performance Indicators:** [INSERT]

**Service Levels:** [INSERT]

**Method of Delivery:** The Services will be delivered via a [INSERT]

**Timetable/ Phase(s) of delivery:**

Start Date [INSERT]

End Date [INSERT]

**Go Live Date:** [INSERT]

**Expenses/Travel/Subsistence:** [INSERT]

Travel and subsistence Included in day rate within M25 for London based consultants, otherwise payable at department's standard UK government T&S rates

Mileage As above

**Invoicing /Payment Arrangements:** [INSERT]

### Assumptions/ Derogations:

1. Where the Services include the use of licenced products, including software licences associated with project delivery, these third-party terms and condition may contain provisions that are material to delivery or quality of the service, and these bind the Buyer. The Supplier shall not be held liable for any act,

omission or failure of such third parties regardless of whether it holds the licence with such third party or not.

|                             |                             |
|-----------------------------|-----------------------------|
| Signed for and on behalf of | Signed for and on behalf of |
| <b>SUPPLIER</b>             | <b>BUYER</b>                |
| Signature:                  | Signature:                  |
| Name:                       | Name:                       |
| Position/Title:             | Position/Title:             |