

UNCLASSIFIED

# SVGC LIMITED

## G-CLOUD 11 TERMS AND CONDITIONS



By SVGC Limited

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svgc.co.uk

Registered in England & Wales No: 3375361



UNCLASSIFIED

## SUPPLIERS TERMS AND CONDITIONS

SVGC Limited, whose registered office is at Middle Yard, Berwick St Leonard, Salisbury, SP3 5SN. (the "Supplier".)

AND

xxxx whose registered office is at xxxxx (the "Client".)

1. The terms below set out the Terms of Business which will apply to the work we do for you. These Terms of Business and the associated Order Form, Call Off Terms and Framework Terms, as the case may be, once signed by both parties (the "Terms of Engagement") form the Contract between SVGC and the Client.
2. The attached terms are not intended to conflict with the standard G-Cloud Framework terms, and where a conflict may exist, the contractual precedence will be as follows;
  1. Framework Agreement (between Suppliers and the Authority)
  2. Call Off Contract (between Customer and Suppliers)
  3. Order Form (sets out the details of the order for each Call Off Contract)
  4. Supplier Terms and Conditions (defines the specifics of how to use the service)

### THE SERVICES WE WILL PROVIDE

3. **Services** – We shall perform the Services described in the Order at the location(s) set out in the Order, and provide the deliverables. We will use reasonable skill and care to assist you and in accordance with any specific terms set out in the Order.
4. **Our Personnel** – We may replace our personnel assigned to you from time to time, and we will provide reasonable notice and justification for changes.
5. **Timetable** – We shall use reasonable endeavours to perform the Services in accordance with the implementation plan. However, unless specified otherwise in the Terms of Engagement, these dates and time periods are intended for planning and estimating purposes only and are not contractually binding.
6. **Changes to Services** – Either of us may request changes to the Services or changes to any other aspect of this Contract. Requests for changes must be sufficiently detailed to enable the other party to assess the impact of the requested change on the cost, timetable or any other aspect of this Contract. Both of us agree to work together to consider, and if appropriate, seek to agree any changes. Until a change is agreed in writing both of us will continue to act in accordance with the latest agreed version of this Contract.
7. **Contract Management** – Each of us will name a contact who will be responsible for managing all issues relating to the performance of this Contract. The initial contacts are:-

Julia Campbell SVGC Limited

And for the Client xxxx of xxxxx.

### DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

8. SVGC retains the IPR to all prebuilt, operational, research or developmental IP employed in a G-Cloud service deployment. The rights to IP enhanced or developed during a G-Cloud service

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deployment will be subject to negotiation between SVGC and the client. SVGC will generally wish to retain the right to employ such enhanced IP in subsequent G-Cloud service deployments and in other contracts.

9. **Acceptance** – The Deliverables will be accepted by you when the acceptance criteria specified in the Terms of Engagement, if any, have been met or when you make any productive or live use of the Deliverables whichever occurs first. Where no criteria are specified the Deliverables will be accepted on delivery to you.
10. **Client Materials** – You will own the copyright in all those Deliverables identified in the Terms of Engagement as “Client Materials. You grant to SVGC a non-exclusive, royalty-free, worldwide, perpetual right to use, copy, adapt, modify, sub-license and market such Client Materials. You will not sub-licence the Materials or Deliverables or make them available to third parties without our prior written consent.
11. The copyright and other intellectual property rights in any materials or software created by, being developed or licensed to us prior to this Contract or outside this engagement and any subsequent modifications to the same will remain vested in SVGC.
12. **Expertise and Know How** – We and our partners retain the right to use all know how and ideas obtained in connection with the Services.

## YOUR RESPONSIBILITIES

13. Our performance is dependent on you co-operating with us and carrying out your responsibilities as set out in this Contract.
14. **Support Facilities** – You agree to provide us and our personnel with all office and other accommodation and facilities that we may reasonably require to perform the Services.
15. **Information & Materials** – You agree to provide all information and materials reasonably required to enable us to provide the Services. You agree that all information disclosed or to be disclosed to us is and will be true, accurate and not misleading in any material respect.
16. **Your Staff** – You will ensure that your staff are available to provide such assistance as we reasonably require and that we are given reasonable access to senior management, as well as any members of your staff specified in the Terms of Engagement to enable us to provide the Services. You will ensure that your staff have the appropriate skills and experience. If any of your staff fail to perform as required, you will make suitable additional or alternative staff available. This includes staff from Suppliers and other Third Parties who may impact our ability to deliver the Service.

## GENERAL

17. **Sub-contracting** – We reserve the right to employ agents and sub-contractors to assist us when providing any part of the Services. However, we will remain liable to you in respect of any Services provided, subject to the other provisions of this Contract.
18. **Force Majeure** – Neither of us will be liable to the other for any failure to fulfil obligations caused by circumstances outside its reasonable control.
19. **Waiver** – No delay by either one of us in enforcing any of the terms or conditions of this Contract will affect or restrict our own rights and powers arising under this Contract. No waiver of any term or condition of this Contract will be effective unless made in writing.

20. **Entire Agreement** – This Contract, including any attachments or referenced documents, forms the entire agreement between us relating to the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral.
21. **Data Privacy** – You agree to allow SVGC, sub-contractors and agents to store and use the contact information of your relevant employees and contractors, including names, job titles, business addresses, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed in accordance with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

22. **Applicable Law** – This Contract will be governed by and interpreted in accordance with the laws of England and Wales.
23. **Resolving Disputes** – Should any dispute arise between us we will attempt to resolve the dispute in good faith by senior level negotiations. Where both of us agree that it may be beneficial we will seek to resolve the dispute through mediation using the services of the Centre for Effective Dispute Resolution to facilitate the mediation process. If the dispute is not resolved through negotiation or mediation, both of us agree that the English Courts will have exclusive jurisdiction in connection with the resolution of the dispute.



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Signed for and on behalf of the Supplier

Name

Job title

Date

Signed for and on behalf of the Client

Name

Job title

Date

**ORDER FORM**

- Service to be completed on a case by case basis
- Location to be completed on a case by case basis
- Duration to be completed on a case by case basis
- Price to be completed on a case by case basis
- Acceptance to be completed on a case by case basis
- Deliverables to be completed on a case by case basis