

# Invotra G-Cloud 11

## Terms and Conditions

May, 2019

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## 1. Background

- 1.1. Invotra is a leading SaaS provider of enterprise intranet and portal solutions and we specialise in serving local and Central Government.

Each day, we supply intranet services to over 45% of central government Civil Servants as well as local authorities in the UK, connecting hundreds of thousands of staff and partners to give them a voice within their organisations.

## 2. Provision of Services

- 2.1. With effect from the commencement date, Invotra shall, throughout the Terms of the Agreement, provide the services to the Customer.
- 2.2. The services that can be procured via G-Cloud are delivered by Invotra Limited and our hosting partners secure and assured infrastructure.
- 2.3. Invotra shall act in accordance with all reasonable instructions given to it by the Customer provided such instructions are compatible with the specification set out in the Service Level Agreements.
- 2.4. Invotra shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

## 3. Quotations and Estimates

- 3.1. Quotations are based upon the agreed number of licences provided at the beginning of the contract.
- 3.2. All rates quoted are subject to change without notice unless otherwise stated within the quotation supplied.
- 3.3. Clients can contact our client services team directly or via the client management portal in order to order services, update existing services or to find out about new services. Client services can be contacted via [Government@Invotra.com](mailto:Government@Invotra.com)

## 4. Invoicing

- 4.1. Payment can be accepted through BACS, cheque and direct debit. Future services will enable payment options through merchant payment systems.
- 4.2. Payment due within 30 days of receipt of invoice. If there have been user or site service credits in that month, these will be automatically applied in arrears the month following the service credit adjustment.
- 4.3. Invotra provide a client management portal through which all interactions can be completed including service ordering and clients can receive service updates. There are no charges associated with the use of this service.

## 5. Termination

- 5.1. Invotra may terminate this agreement with immediate effect in the event that the other party becomes bankrupt or insolvent.
- 5.2. There are no termination charges applied to a user or a site administrator, in the event of a subscription termination. The individual user can request termination of their subscription and the site administrator can request termination of a site. The termination notice period is 1 calendar month.

## 6. Service Credits

- 6.1. In the event of a failure to meet the specified service levels a service credit to a maximum of 50% of the total service charge will be applied in arrears against future service charges. Service credits can be requested based on the following basis:

Service availability missed	Service credits value multiple*
1-10%	1.1
10-25%	1.2
25-49%	1.5

## 7. Confidentiality

- 7.1. Each Party agrees to the following terms of the Agreement and it shall, at all times during the continuance of the Agreement and for 12 months after its termination:
  - 7.1.1. keep confidential all Confidential Information;
  - 7.1.2. not disclose any Confidential Information to any other party;
  - 7.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
  - 7.1.4. not make any copies of, record in any way or part with possession of any Confidential Information;
  - 7.1.5. disclose any Confidential Information to any subcontractor or supplier of that Party;
  - 7.1.6. any governmental or other authority or regulatory body; or
  - 7.1.7. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

## 8. Intellectual Property and Assets

- 8.1. All Intellectual property / Software / Domains purchased or developed during the process specifically for piece of work which Invotra is appointed to complete will be the property of the customer upon payment to Invotra of any outstanding monies unless specifically agreed otherwise in advance of the work being undertaken. This does not include

enhancements made to existing Invotra systems or systems developed independently by Invotra during this project.

- 8.2. In the event of nonpayment by the customer or cancellation of the project/service for whatsoever reason, Invotra will retain all ownership and rights.
- 8.3. Software, systems and intellectual property that is already owned by either party will remain in its sole ownership and use of any/all of these will not in any way affect current ownership.
- 8.4. Invotra will use open source software within this project and the rights over this software cannot be claimed by either Invotra or client other than those rights which the party already owns.
- 8.5. The nature of Drupal as an extensible, modular platform means that Invotra will use modules written by 3rd party developers as part of your site. This is standard practice for Drupal sites. These are known as "Drupal Contributed Modules". Invotra will use their knowledge to select the appropriate Drupal Contributed Module(s) required for the development of your website. However, Invotra are not responsible for these modules (including quality of code, security updates or bug fixes), and make no warranties of their suitability or fitness for a particular purpose.
- 8.6. Invotra may need to use beta, alpha or dev versions of community in order to meet clients requirements
- 8.7. Invotra has a policy of submitting patches to open source programmes / modules we develop during our projects; this helps to make future upgrades with these modules simpler if the patches are accepted.
- 8.8. If you are not happy with Invotra using modules from the community you must make us aware of this prior to appointment as all quotations may be based on reuse of existing open source software.

## **9. Liability, Indemnity and Insurance**

- 9.1. Invotra shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 9.2. In the event that Invotra fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Customer.
- 9.3. Invotra's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the maximum value of the contract or the maximum value of our Indemnity Insurance, whichever may be lower.
- 9.4. Invotra shall not be liable for any loss or damage suffered by the Customer that results from the Customer's failure to follow any instructions given by Invotra.
- 9.5. Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude Invotra's liability for death or personal injury.
- 9.6. Subject to sub-Clause 9.2 of the Agreement Invotra shall indemnify the Customer against any costs, liabilities, damages, loss, claims or proceedings arising out of Invotra's provision of the Services or any breach of the Agreement.
- 9.7. The Customer shall indemnify Invotra against any costs, liabilities, damages, losses, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by Invotra) caused by the Customer or its agents or employees.

- 9.8. Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

## **10. Communications**

- 10.1. A task tracking system will be provided by Invotra for the recording of all work during the service and will be considered the primary means of communication.
- 10.2. Onsite visits are at the discretion of Invotra except for agreed meetings, dates for these meetings to be agreed at the beginning of the engagement.
- 10.3. Onsite visits may incur travel & subsistence expenses, receipts can be provided upon request for all expenses and charges.
- 10.4. Business working hours are 0700 – 1900 UK, Monday to Friday, excluding Public/Bank Holidays.
- 10.4.1. All other times except Sundays and Public/Bank Holidays are charged at 2 times normal rates. ○ Sundays and Public/Bank Holidays are charged at 3 times normal rates.
- 10.5. All prices provided are exclusive of VAT.
- 10.6. Travel time will be charged at normal rates unless agreed otherwise in advance.

## **11. Statutory Obligations and Regulations**

- 11.1. Freedom of Information - Invotra acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 11.2. Invotra shall:
- 11.2.1. transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within three (3) Working Days of receiving a Request for Information;
- 11.2.2. provide the Customer with a copy of all Information, relating to a Request for Information, in its possession or control, in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
- 11.2.3. provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 11.3. The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information (including Invotra's Confidential Information) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 11.4. In no event shall Invotra respond directly to a Request for Information unless authorised in writing to do so by the Customer.

- 11.5. The Supplier acknowledges that the Customer may, acting in accordance with the Ministry of Justice Code, be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning Invotra or the G-Cloud Services:
- 11.5.1. in certain circumstances without consulting the Invotra; or
  - 11.5.2. following consultation with Invotra and having taken its views into account;
  - 11.5.3. provided always that where Clause 2.5.1 applies the Customer shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give Invotra advanced notice, or failing that, to draw the disclosure to the Invotra's attention after any such disclosure.
  - 11.5.4. Invotra acknowledges that the description of information as Commercially Sensitive Information in Framework Schedule 6 (Interpretations and Definitions) is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with this clause.

## **12. Registered Office**

- 12.1. Head Office: Invotra Ltd, Chertsey House, 61 Chertsey Road, Woking, Surrey, GU21 5BN
- 12.2. Invotra Limited is a private limited company registered in England and Wales
- 12.3. Company Registration: 06959535
- 12.4. VAT number: 238 9402 86
- 12.5. DUNS number: 211716235
- 12.6. ISO 27001:2013 Certificate number: 14593-ISO-001