



## Deep Sky Blue

### G-Cloud 9

### Specialist Cloud Services agreement

#### DATE

[date]

#### PARTIES

1. Deep Sky Blue Solutions Ltd, a company incorporated in England and Wales (registration number 09227012) having its registered office at Pure Offices, Hatherley Lane, Cheltenham, GL51 6SH (the "**Supplier**"); and
2. *ORGANISATION NAME*, having its principal place of business at [address] (the "**Client**").

#### BACKGROUND

1. The Supplier [*explain background from the Supplier's perspective*].
2. The Client [*explain background from the Client's perspective*].
3. The Supplier and the Client therefore wish to enter into a contract in accordance with the provisions of this Agreement and the provisions of the G-Cloud 9 Framework Contract and related Call off Contract.

#### AGREEMENT

##### 1. Definitions

- 1.1 Except to the extent expressly provided otherwise, in this Agreement:

**"Agreement"** means this agreement including any Schedules, and any amendments to this Agreement from time to time;

**"Assigned Deliverables"** means those Deliverables (excluding the Third Party Materials and the Client Materials) the rights in which are to be assigned (rather than licensed) by the Supplier to the Client under Clause 6, as specified in Part 2 of Schedule 1 (Service Particulars);

**"Business Day"** means any weekday other than a bank or public holiday in [England];

**"Business Hours"** means the hours of [09:00 to 17:00 GMT/BST] on a Business Day;

**"Charges"** means the following amounts:

- (a) amounts calculated by multiplying the Supplier's G-Cloud 9 charging rates (as notified by the Supplier to the Client before the date of this Agreement) by the time spent by the Supplier's personnel performing the Services ;

**"Client Materials"** means all works and materials supplied by or on behalf of the Client to the Supplier for incorporation into the Deliverables or for some other use in connection with the Services;

**"Deliverables"** means those [*deliverables*] specified in Part 2 of Schedule 1 (Service Particulars) that the Supplier has agreed to deliver to the Client under this Agreement;

**"Effective Date"** means [the date of execution of this Agreement];

**"Schedule"** means any schedule attached to the main body of this Agreement;

**"Services"** means the services specified in Part 1 of Schedule 1 (Service Particulars);

**"Term"** means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

## **2. Term**

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force [indefinitely / until [*date*] / until [*event*]], subject to termination in accordance with the relevant Clause of the Framework agreement.

## **3. Services**

- 3.1 The Supplier shall provide the Services to the Client in accordance with this Agreement and in line with the Supplier's G-Cloud 9 Service Definition and the specific ways of working agreed with the Client at the outset of the engagement.
- 3.2 The Supplier shall keep the Client informed about the progress of the Services and, in particular, shall promptly provide information about such progress following receipt of a written request from the Client to do so.
- 3.3 The Supplier shall comply with all internal policies and procedures operated by the Client, communicated by the Client to the Supplier and affecting the provision of the Services.
- 3.4 The Supplier shall provide a Service Delivery Manager who will be the Client's primary point of contact throughout the period covered by this agreement.

## **4. Deliverables**

- 4.1 The Supplier shall deliver the Deliverables to the Client.
- 4.2 The Client must promptly, following receipt of a written request from the Supplier to do so, provide written feedback to the Supplier concerning the

Supplier's proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.

4.3 The Supplier shall ensure that the Deliverables are delivered to the Client in accordance with the timetable set out in Part 3 of Schedule 1 (Service Particulars).

4.4 The Supplier warrants to the Client that:

- (a) the Deliverables will conform with the requirements of Part 2 of Schedule 1 (Service Particulars) as at the date of delivery of the Deliverables;
- (b) the Deliverables will be free from material defects;
- (c) the Deliverables / the use of the Deliverables by the Client in accordance with this Agreement will not:
  - (i) breach the provisions of any law, statute or regulation;
  - (ii) infringe any third party's Intellectual Property Rights; or
  - (iii) give rise to any cause of action against the Client,

in each case in any jurisdiction and under any applicable law.

## **5. Client Materials**

5.1 The Client must supply to the Supplier the Client Materials specified in Part 4 of Schedule 1 (Service Particulars), in accordance with the timetable specified in Part 3 of Schedule 1 (Service Particulars).

5.2 The Client hereby grants to the Supplier a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the Supplier's obligations and the exercise of the Supplier's rights under this Agreement.

5.3 The Client warrants to the Supplier that the use of the Client Materials by the Supplier in accordance with this Agreement will not:

- (a) breach the provisions of any law, statute or regulation;
- (b) infringe the Intellectual Property Rights or other legal rights of any person; or
- (c) give rise to any cause of action against the Supplier,

in each case in any jurisdiction and under any applicable law.

## **6. Intellectual Property Rights**

6.1 As per the G-Cloud 9 Call Off Contract (Part C Section 13) and Framework Agreement

## **7. Charges**

7.1 As per the G-Cloud 9 Call Off Contract (Part C Section 8) and Framework Agreement

## **8. Payments**

- 8.1 The Supplier shall issue invoices for the Charges to the Client monthly in arrears.
- 8.2 The Client must pay the Charges to the Supplier within the period of 30 days following the issue of an invoice in accordance with this Clause 8.
- 8.3 The Client must pay the Charges by using such payment details as are notified by the Supplier to the Client from time to time.

**9. Supplier's confidentiality obligations**

- 9.1 As per the G-Cloud 9 Call Off Contract (Part C Section 11) and Framework Agreement

**10. Warranties**

- 10.1 As per the G-Cloud 9 Call Off Contract (Part C Section 6) and Framework Agreement

**11. Indemnity**

- 11.1 As per the G-Cloud 9 Call Off Contract and Framework Agreement

**12. Limitations and exclusions of liability**

- 12.1 As per the G-Cloud 9 Call Off Contract and Framework Agreement

**13. Force Majeure Event**

- 13.1 As per the G-Cloud 9 Call Off Contract (Part C Section 29) and Framework Agreement.

**14. Termination**

- 14.1 As per the G-Cloud 9 Call Off Contract (Part C Section 23) and Framework Agreement.

**15. Effects of termination**

- 15.1 As per the G-Cloud 9 Call Off Contract (Part C Section 24) and Framework Agreement.

**16. Not used**

**17. Notices**

- 17.1 As per the G-Cloud 9 Call Off Contract (Part C Section 26) and Framework Agreement.

**18. Subcontracting**

- 18.1 As per the G-Cloud 9 Call Off Contract (Part C Section 3) and Framework Agreement.

**19. Assignment**

- 19.1 As per the G-Cloud 9 Call Off Contract (SCH 3.9) and Framework Agreement.

**20. No waivers**

- 20.1 No breach of any provision of this Agreement will be waived except without the express written consent of the party not in breach.

- 20.2 No waiver of any breach of any provision of this Agreement shall be construed as a further or continuing waiver of any breach of that provision or any other provision of the Agreement.

## **21. Severability**

- 21.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 21.2 If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **22. Third party rights**

- 22.1 This Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.
- 22.2 The exercise of the parties' rights under this Agreement is not subject to the consent of any third party.

## **23. Variation**

- 23.1 This Agreement may not be varied except by means of a written document signed by or on behalf of each party.

## **24. Entire agreement**

- 24.1 The main body of this Agreement and Schedule 1 (Service Particulars) shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 24.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement.

## **25. Law and jurisdiction**

- 25.1 As per the G-Cloud 9 Call Off Contract (Part C Section 41) and Framework Agreement.

## **26. Interpretation**

- 26.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
  - (b) any subordinate legislation made under that statute or statutory provision.
- 26.2 The Clause headings do not affect the interpretation of this Agreement.
- 26.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

## EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

**SIGNED BY** *[[individual name]* on *[.....]*, the Supplier / *[[individual name]* on *[.....]*, duly authorised for and on behalf of the Supplier]:

.....

**SIGNED BY** *[[individual name]* on *[.....]*, the Client / *[[individual name]* on *[.....]*, duly authorised for and on behalf of the Client]:

.....

## **SCHEDULE 1 (SERVICE PARTICULARS)**

### **1. Specification of Services**

*[Specify Services]*

### **2. Specification of Deliverables**

*[Specify Deliverables]*

### **3. Timetable**

*[Insert timetable]*

### **4. Client Materials**

*[Specify Client Materials]*

### **5. Financial provisions**

*[Insert financial provisions]*