



G-Cloud 6 Framework Standard Terms & Conditions for Engagements

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Cloud General Terms

THIS AGREEMENT is made on 20[]

BETWEEN:

- (1) DELOITTE LLP (registered number OC303675) whose registered office is at 2 New Street Square, London EC4A 3BZ (the "Supplier"); and
- (2) [Name of Customer] whose registered office is at [Address to be completed] (the "Customer").

INTRODUCTION

- A On 17 December 2014, the Supplier responded to an invitation to tender from the Government Procurement Service for G-Cloud Services 6.
- B On 15 January 2015, the Supplier was informed that its tender has been successful and is listed as an approved supplier of G-Cloud Services 6.
- C On 2 February 2015, the Supplier entered into a Framework Agreement with the Government Procurement Service.
- D In accordance with the Provision of the Framework Agreement, the Customer has agreed to procure certain Cloud Services as described in the Order Form.
- E The Supplier has further agreed to provide the services described in the Order Form to the Customer.

Deloitte G-Cloud 6 Standard Terms & Conditions



F The terms of this Agreement together with the Order Form and Call Off Terms (Schedule 2 of the Framework) shall form the entire agreement between the Customer and the Supplier.

IT IS AGREED as follows:

SECTION A – PRELIMINARIES



1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:
 - 1.1.1 the singular includes the plural and vice versa;
 - 1.1.2 reference to a gender includes the other gender and the neutral; and
 - 1.1.3 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words.
 - 1.1.4 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

- 1.2 If the Supplier has already started providing services then the Customer agree that this Agreement applies retrospectively from commencement of those Services.
- 1.3 The definitions set out in this Agreement and the Order Form shall have the same meaning throughout this Agreement. If there is a conflict between this Agreement and the Order Form, the Order Form governs.

2. Services

- 2.1 The Supplier shall, during the Term, provide the Services to the Customer on and subject to the terms of this Agreement.
- 2.2 The Supplier shall at all times perform the Services with reasonable skill, care and diligence and fully in accordance with any agreed specification or Service Definition.
- 2.3 In order to receive the Services, the Customer and the Supplier shall execute an Order Form which sets forth the specific Services to be provided. The terms and conditions of this Agreement shall apply to the provision of the relevant Services. No additional terms included in any Order Form by the Customer shall be binding on the Supplier unless specifically accepted by the Supplier in its acknowledgement of receipt of the Order Form.
- 2.4 Except as expressly set-out in the Order Form, Schedule 5 shall not form part of the Agreement between the Supplier and the Customer.

3. Additional Services and Renewal Periods

- 3.1 Subject to clauses 3.2 and 3.3, the Customer may, from time to time during the Term, purchase Services in addition to the Services set out in the Order Form using the process set-out in Schedule 4 of this Agreement.
- 3.2 If the Customer wishes to purchase additional Services or extend the Term, the Customer shall submit a change request for the additional Services or request an



extension to the Term. The Supplier shall evaluate such request and respond to the Customer with approval or disapproval of the request.

- 3.3 If the Supplier approves the Customer's request to purchase additional Services or extend the Term, the Customer shall be obliged to pay for such additional Services and/or extended Term in accordance with this Agreement.

4. Users

4.1 In relation to the Authorised Users, the Customer undertakes that:

4.1.1 Where applicable, the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number set out in the Order Form;

4.1.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;

4.1.3 each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;

4.1.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Working Days of the Supplier's written request at any time;

4.1.5 it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

4.1.6 if any of the audits referred to in clause 4.1.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

4.1.7 if any of the audits referred to in clause 4.1.5 reveal that the Customer has underpaid Charges to the Supplier, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices for the Services then prevailing within 10 Working Days of the date of the relevant audit.

5. Temporary Suspension and Maintenance

5.1 Each Party acknowledges that damages may not be an adequate remedy for breaches as described in this Clause 5.1, therefore the Supplier may suspend the Customer's or any End User's right to access or use any portion or all of the Services immediately upon notice to the Customer and without any liability if the Supplier determines:

5.1.1 the Customer or any of the End User's use of the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact



the Services or the systems or Content of any other Customer of the Supplier, or (iii) may subject the Supplier, its Affiliates, or any third party to any liability;	6.1.2 it shall at all times comply with Law in carrying out its obligations under the Agreement.
5.1.2 the Customer, or any End User, is in breach of the Agreement, including if the Customer has breached its payment obligations hereunder for more than 10 days; or 5.1.3 the Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganisation, liquidation, dissolution or similar proceeding.	6.2 Clause 6.1.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform to clause 6.1.1, and such non-conformance is as a result of an act and/or omission of the Supplier, the Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
5.2 The Supplier may suspend the Customer's or any End User's right to access or use any portion or all of the Services in order to carry out emergency repair or scheduled upgrade or maintenance as notified to the Customer from time to time.	6.3 The Supplier reserves the right to make any changes to the Services Definition it deems necessary in its absolute discretion to conform to the Law and such changes shall take effect immediately upon notification to the Customer in relation to the Agreement.
5.3 The Supplier shall advise the Customer whenever it plans to upgrade or carry out maintenance in relation to the Service and shall use commercially reasonable endeavours to carry out such maintenance so as to avoid disruption to the Customer's use of the Services.	6.4 In the course of providing the Services, the Supplier may make reference to spreadsheets and computer models that the Customer has provided to it or has asked the Supplier to rely upon ("Customer Models") or that the Supplier may have developed or used in connection with the Services ("Supplier Models"). All models have limits and may not produce valid results for all possible combinations of input data, errors and potential errors may thus go unnoticed. Unless otherwise expressly agreed in the Order Form: (a) the Supplier will not be responsible for reviewing, testing or detecting any errors in any of the Customer Models; and
6. Deloitte's obligations 6.1 The Supplier shall for the duration of the Term: 6.1.1 perform its obligations under the Agreement including those in relation to the Services in accordance with Good Industry Practice; and	



Supplier, its agents, Affiliates or subcontractors may suffer or incur as a result of the Customer's or End User's use of the Services.

7.3 During the course of provision of the Services, the parties' respective representative as identified in the Order Form shall meet at least once per week, or such other frequency as may be set out in the Order Form, to discuss the progress of the Services and any issues arising.

8. Acceptance

8.1 The acceptance criteria for each Deliverable shall be set out and agreed in the Order Form (the Acceptance Criteria)

8.2 If any failure of a Deliverable to achieve an Acceptance Criteria is as a result of an act and/or omission attributed to the Customer and/or a third party, the Supplier shall at its reasonable discretion use reasonable endeavours to provide assistance to the Customer subject always to the Customer reimbursing the Supplier on a time and materials basis.

8.3 In respect of any Deliverables that are documents, if the Supplier have not received notice from the Customer within 5 business days of delivery these will be deemed accepted by the Customer. Such Deliverables will not be subject to acceptance testing in accordance with this clause 8.

8.4 The Customer is responsible for determining that the specification of the Deliverables and the scope of the Services is appropriate for its needs.

(b) the Supplier will not provide the Customer with a copy of the Supplier Models for the Customer's use.

6.5 In exceptional cases it may be expedient for the Supplier to provide the Supplier Models to the Customer for its convenience with a copy of one or more of the Supplier's Models by way of explanation or illustration of our Services or related advice. Where the Supplier agrees to do so, any such Model will have been developed solely for the Supplier's internal use and incidental to our providing the Services and advice during the engagement rather than being a Deliverable of itself. Consequently, without in anyway qualifying the Services and Deliverables pursuant to this Agreement, in providing the Customer with any of the Supplier's Models, the Supplier makes no representation, warranty or undertaking (express or implied) in relation to and take no responsibility for the accuracy, suitability, adequacy, completeness or reasonableness of any of the Models for the Customer uses.

7. Customer's obligations

7.1 The Customer shall comply with its obligations as set out in the Order Form, applicable Customer Obligations as set-out in Schedule 2, the Service Specific Terms and Conditions or the relevant Service Definition and the Customer performing its obligations under the Agreement. Any failure by the Customer to meet such obligations or responsibilities may give rise to delays in the provision of the Services and/or an increase in Charges at the discretion of the Supplier.

7.2 The Customer agrees to indemnify and hold the Supplier, its agents, Affiliates and subcontractors harmless from and against all costs, claims, demands, losses, damages, liabilities and expenses (including reasonable legal expenses), which the



8.5	The performance of the Services, the supply of the Deliverables, the timetable, the level of the Charges and any fee estimates each depend on the accuracy and completeness of any applicable assumptions set out Schedule 2 and the Order Form.	9.3	Save as expressly provided in the Order Form, payments which are regular in amount and timing, shall be made by the Customer by a standing order on the Customer's bank account. All other payments shall be made by BACS. In either case, payment shall be made to arrive on or before the Due Date at the Supplier's bank account.
8.6	The Supplier has no responsibility to update any Deliverable for events occurring after acceptance of that Deliverable unless provided otherwise in the Order Form, nor to monitor its continuing relevance or suitability for the Customer's purposes.	9.4	If the Supplier has not received payment within 30 days after the Due Date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
9.	Charges and payment		
9.1	In consideration of the supply of the Services, the Customer shall pay the Charges applicable to the Services procured in the relevant Order Form on the following basis, unless otherwise set out in the Order Form: 9.1.1 set-up charges are payable on signature of the Order Form; 9.1.2 fixed monthly charges are payable monthly in advance; 9.1.3 variable monthly charges are payable monthly in arrears; and 9.1.4 all other charges are payable on completion, on delivery, or in accordance with a schedule of milestone payments.	9.5	All amounts and fees stated or referred to in the Agreement: 9.5.1 shall be payable in pounds sterling; 9.5.2 are non-cancellable and non-refundable; 9.5.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
9.2	Invoices shall be raised and payments shall be due and payable at the times specified in the Order Form or otherwise in accordance with the Agreement and shall be payable within thirty (30) days of the date of invoice (the "Due Date"). If any payment has not been made by the Customer by the Due Date, the Supplier is entitled to charge interest in accordance with clause 13.6 of the Call-Off terms.	10.	G-Cloud Additional Services
		10.1	Unless otherwise expressly agreed in an Order Form, all G-Cloud Additional Services shall be performed on a time and materials basis, with meals, lodging, travel and other reasonably necessary out-of-pocket expenses invoiced in addition to such fees and deemed accepted upon delivery.
		10.2	In relation to the G-Cloud Additional Services, unless set out otherwise in the Order Form:



10.2.1	The Supplier will provide only those G-Cloud Additional Services as directed and requested by the Customer and only as time allows. The Supplier will use commercially reasonable endeavours to complete the G-Cloud Additional Services described in the Order Form and does not guarantee that such G-Cloud Additional Services will be completed within the allotted hours or days set forth in the Order Form;	Provision of Equipment	11.
10.2.2	the Customer shall (a) provide design documents as required to provide the Supplier with the insight needed to support the provision of the G-Cloud Additional Services, (b) provide office space, phones, facilities and network connectivity and computer systems for on-site the Supplier personnel or on-site the Supplier training; and (c) provide timely access to the Customer's business experts and project team members to identify and resolve business or technical issues;	If the Supplier is to provide the Customer with any Equipment, unless the Order Form states otherwise, the Equipment will at all times remain the property of the Supplier and the Customer will at all times make clear to third parties that the same is the property of the Supplier. The Customer hereby agrees: 11.1.1 not to use the Equipment except in accordance with the Agreement and all applicable laws, regulations and licenses; 11.1.2 not to do anything or to allow to subsist any circumstances likely to damage the Equipment or impair its performance or operation.	11.1
10.2.3	when T&M daily rates are charged, a work day will consist of seven and a half (7.5) hours for each Working Day provided during regular business hours (8am – 6pm). Each hour over seven and a half (7.5) hours in a single day will be charged on a pro-rata basis (the daily rate divided by seven and a half (7.5) hours to determine the charge per hour). Training services are charged at the full daily rate regardless of the number of hours worked; and	Proprietary rights	12.
10.2.4	all prepaid Additional G-Cloud Services (excluding training) must be used within twelve (12) months. Any prepaid Additional G Cloud Services not utilised during the (12) month period, as applicable, shall be forfeited and no refund shall be given.	With the exception of Customer Data and any pre-existing Customer IPR used in the provision of the Services, Deloitte will own and retain ownership of all IPR in the Deliverables, Deloitte working papers (if any), any pre-existing Deloitte IPR and in all other reports, materials, documentation, software, system interfaces, templates, tools, methodologies and processes and ideas and concepts and techniques that Deloitte may use or develop in connection with this Agreement (other than materials provided to Deloitte by the Customer in which you and/ or your third party licensors shall retain IPR).	12.1
		The Supplier hereby grants the Customer a non-exclusive, perpetual, non-transferable licence to use, reproduce, distribute and modify the Deliverables and any Deloitte pre-existing IPR contained in the Deliverables for the Customer's internal business purposes only. This licence is contingent upon full payment of	12.2



all sums due by the Customer to the Supplier for the Services and acceptance of the Deliverables.		Customer consents to Deloitte's and its subcontractor's use of the Customer Data to provide the Services to the Customer.
12.3	The licences granted by the Supplier pursuant to clause 12.2 shall not permit the Customer to sub-licence and/or assign any benefit and/or burden of such licences without the Supplier's express written consent or to adapt, reverse engineer, decompile, disassemble, or modify Deloitte pre-existing IPR, unless as permitted by law or with the Supplier's express written consent.	12.7 The Customer represents and warrants to Deloitte that: (a) the Customer or its licensors own all right, title and interest in and to the Customer Data; (b) the Customer has all rights in the Customer Data necessary to grant the rights contemplated by the Agreement; and (c) none of the Customer Data, or the End Users' use of the Customer Data or the Services will infringe any third party's IPRs.
12.4	In formulating its conclusions, the Supplier expects to discuss ideas with the Customer orally and to show it drafts of the Deliverables and may create working papers or other material solely to inform the Supplier's advice or reports. The Supplier will do this on the understanding that these discussions, drafts, working papers or other materials should not be relied on and will be superseded by our final Deliverables and that the Customer will not rely on any working papers, drafts or oral comments or other materials unless their content has been finalised and confirmed with the Customer as a final Deliverable.	12.8 As between the Customer and Deloitte, Deloitte, its Affiliates, subcontractors or licensors own and reserve all right, title, and interest in and to the Services. Deloitte grants the Customer a limited, revocable, non-exclusive, non-sub-licensable, non-transferrable license to permit the Authorised Users to do the following during the Term: (i) access and use the advice and Services solely in accordance with the Agreement for the purpose of the engagement and for its own internal business purposes; and (ii) copy and use Deloitte's Content solely in connection with the Customer's permitted use of the Services. The Customer shall not use the advice or Deliverables for any other purpose or provided to any other party except as may otherwise be mutually agreed in writing. Except as provided in this clause 12, the Customer obtains no rights under the Agreement from Deloitte or its licensors to the Services, including any related IPRs.
12.5	In the event of a termination or expiry of the Agreement, where there is any Deloitte pre-existing IPR contained in a Deliverable, the parties shall prior to the date of termination or expiry meet to agree on the basis that the Supplier will continue to licence such Deloitte pre-existing IPR to the Customer.	12.9 Neither the Customer nor any Authorised User may use the Services in any manner or for any purpose other than as expressly permitted by the Agreement. All licenses granted to the Customer in the Agreement are conditional on the Customer's continued compliance with the Agreement, and are immediately terminable on notice from Deloitte if the Customer or any End User does not comply with any term or condition of the Agreement. During and after the Term, the Customer will not assert,
12.6	As between Deloitte and the Customer, the Customer or its licensors own all right, title, and interest in and to the Customer Data. Except as provided in this clause 12, Deloitte obtains no rights under the Agreement from the Customer's or its licensors to the Customer Data, including any relevant pre-existing Customer IPRs. The	



nor will the Customer authorise, assist, or encourage any third party to assert, against Deloitte or any of its Affiliates, Customers, vendors, business partners, or licensors, any intellectual property infringement claim regarding any Service the Customer has used.

13. **Data Protection and Disclosure**

13.1 With respect to the parties' rights and obligations under the Agreement, the parties agree that the Customer is the Data Controller and that the Supplier is the Data Processor in relation to Customer Personal Data.

13.2 The Supplier shall process Customer Personal Data in accordance with Clause 3 of the Call-Off terms:

13.3 Where Customer Data is received by the Supplier from the Customer under or in connection with the Agreement, the Customer warrants and represents that such Customer Data has been collected, processed and transferred in accordance with applicable data privacy laws and that the Customer has provided all notices and obtained all consents required by applicable law to enable the legal transfer of such Customer Data to and processing by the Supplier and its subcontractors for the purposes of enabling the Supplier to perform its obligations under the Agreement.

13.4 In the event of any loss or damage to Customer Data, the Supplier shall use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in the relevant Service Definition. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure

of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

14. **Confidentiality**

14.1 The Confidentiality provisions set-out under Clause 4 of the Call-Off terms shall apply to the handling of Confidential Information under this Agreement.

14.2 Nothing in this Agreement will prevent either party from being entitled to disclose Confidential Information to its legal advisors, to protect its own legitimate interests and to comply with any legal, professional or regulatory requirement. The Customer agrees to reimburse any costs the Supplier may incur in complying with any such disclosure requirement relating to any of our Services to the Customer imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against the Supplier, provided that the Supplier notify the Customer promptly and, where reasonably or legally possible, prior to disclosure.

14.3 The Customer agrees that the Supplier may share Confidential Information with any Supplier Party and any subcontractors the Supplier uses to provide the Services (or more generally to support our office administration) on the understanding that they will treat the information as Confidential Information in accordance with the provisions of this Agreement.

14.4 When offering our services to others the Supplier may disclose to them that the Supplier have acted for the Customer unless the Customer instructs the Supplier to the contrary



14.5 Nothing in this Agreement will prevent or restrict any Supplier Party from providing services to other Customers (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience and skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in clause 4.1-4.4 of the Framework Agreement even if those other Customers' interests are in competition with the Customers own. Equally, the Customer agrees that to the extent that the Supplier possess information obtained under an obligation of confidentiality to another Customer or other third party, the Supplier is not obliged to disclose it to the Customer or make use of it for the Customers benefit, however relevant it may be to the Services.

14.6 In the event that either party fails to comply with this clause 14, the other party may terminate the Agreement with immediate effect by notice in writing.

14.7 To the extent that, in connection with the Agreement, the Supplier provides the Customer with information (CV's, contact details etc.), its pricing, contains details of its cost base or insurance arrangements, relates to its proprietary information as well as its approach and/or its methodologies to be commercially sensitive/ confidential) which the Supplier has indicated is exempt from disclosure under the Freedom of Information Act 2000 ("Exempt Information") the Customer agrees to notify the Supplier, as soon as reasonably possible, of any request received by it. Before making any disclosure of the Supplier's Exempt Information the Customer shall take account of any representations made within a reasonable time by the Supplier about the applicability of the FoIA Exemptions to such Exempt Information.

14.8 In addition, the Supplier notes that the Government's Transparency Agenda may require the publication of all tender documents and Government contracts. In accordance with guidance issued by the Government Procurement Service (GPS) in

this regard and the Code of Practice for FoIA, if the Customer chooses to award the work covered by an Order, the Customer will need to consult with the Supplier about the redaction (as envisaged in the CCS guidance and Code of Practice) of certain parts of the Contract, including those areas identified above, for this work and the associated Order

15. IPR Indemnity

15.1 The Supplier shall, subject to clause 4.4 of the Call-Off terms defend the Customer, its officers, directors and employees against any claim that the Services infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims (subject to the limits set-out in clause 11.4 of the Call-Off terms), and provided that:

15.1.1 The Supplier is given prompt notice of any such claim;

15.1.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

15.1.3 The Supplier is given sole discretion to defend or settle the claim.

15.2 The Customer will subject to the conditions in clauses 15.1.1 and 15.1.2 mutatis mutandis, indemnify the Supplier against all costs, claims, demands, losses, damages liabilities and expenses (including reasonable legal expenses) incurred by the Supplier and arising directly out of any claim that any of the Customer Data infringes any third party's IPRs.



15.3	In the defence or settlement of any claim contemplated by clause 15.1, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Working Days' notice to the Customer without any additional liability or obligation to pay any costs to the Customer.	at its expense and option either: (i) obtain for the Customer the right to continue using such Deliverable or (ii) modify or replace the Deliverable to avoid infringement.
15.4	In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: 15.4.1 a breach of this Contract by you; 15.4.2 a modification of the Services or Service Definition by anyone other than the Supplier; or 15.4.3 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier; 15.4.4 your refusal to use any modified or replacement Deliverable supplied or offered to be supplied pursuant to clause 8.4or 15.4.5 the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority. The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, or database right.	The Customer will be liable (subject to the limitations on liability in clause 16) to the Supplier for its reasonable costs and damages arising out of any use of the Deliverables in breach of clause 12 or any claim that any Customer provided items infringe any copyright, database right, trade secrets or trade mark of a third party (a "Customer IPR Claim") provided that, in relation to any such Customer IPR Claim, the Supplier shall (i) promptly notify the Customer in writing of such Customer IPR Claim and not make any prejudicial statement; (ii) allow the Customer to control the defence and settlement of such Customer IPR Claim; and (iii) co-operate with all the Customer's reasonable requests in defending or settling the Customer IPR Claim
15.5	If at any time an allegation of infringement of any third party rights is made, or in the Supplier's opinion is likely to be made in respect of any Deliverable, the Supplier may	
15.6		
16.		Limitation of liability
16.1		This clause 16 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: 16.1.1 any breach of the Agreement; 16.1.2 any use made by the Customer of the Services or any part of them; and 16.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
16.2	Except as expressly and specifically provided in the Agreement:	



16.2.1	The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;	16.3.4	any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities not provided by the Supplier, including the internet; or
16.2.2	The Supplier does not warrant that the Services or Equipment will be suitable for the Customer's requirements (whether made known to the Supplier or not), nor that the Services or Equipment will operate in the particular circumstances in which they are used by the Customer, nor that the provision of Services will be uninterrupted or free from error;	16.3.5	any problems resulting from any modifications or customisation of the Equipment or any software provided by the Supplier not authorised in writing by the Supplier; or
16.2.3	The Supplier does not warrant the results that may be obtained from the use of the Services and Equipment or accuracy, reliability or content of any information services or merchandise contained in or provided through the Services and Equipment; and	16.3.6	incorrect or unauthorised use of the Equipment or any software provided by the Supplier or operator error where these are defined as use or operation not in accordance with the corresponding operating manuals.
16.2.4	all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.	16.4	Nothing in the Agreement excludes the liability of the Supplier:
16.3	The Supplier will be under no liability in respect of:	16.4.1	for death or personal injury caused by the Supplier's negligence; or
16.3.1	any defect in the Services or Equipment arising from any drawing, design or specification supplied by the Customer;	16.4.2	other liabilities which cannot lawfully be limited or excluded or
16.3.2	any defect in the Services or Equipment arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Services or Equipment without the Supplier's or the manufacturer's approval; or	16.4.3	for fraud or fraudulent misrepresentation.
16.3.3	any third party software, third party services or information; or	16.5	The Supplier shall not be liable whatsoever for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement.
		16.6	The Supplier's total aggregate liability whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with all defaults of the Agreement (excluding those stated in clause 16.4) shall not exceed the sum set-out in 8.1, 8.2 and 8.3 of the Order Form. In circumstances where no amount is set-out in the Order Form, the Supplier's liability in the Order Form shall not exceed 125% of the fees paid by the Customer.



16.7	Unless and then only to the extent they have been finally and judicially determined (including the conclusion of any appeal) to have been caused by the fraud of any of the Supplier Parties, the Customer agrees to indemnify and hold harmless the Supplier Parties against all Losses which they incur in the defence and settlement (including meeting any judicially determined award of damages) of any demand, action, claim or proceeding (a "Claim") brought by any third party in any way arising in connection with this Agreement whether or not such Claim is founded upon an allegation of our negligence.	
16.8	Any claim or action brought by the Customer under or in connection with the Agreement must be brought within 24 months of the cause of action arising.	
17.	Term and termination	
17.1	The Agreement shall take effect on the Effective Date and shall expire on: 17.1.1 the date specified in 1.2 of the Order Form; or 17.1.2 the date which is twenty-four (24) months after the Effective Date, or 17.1.3 whichever is the earlier, unless terminated earlier pursuant to the Agreement.	17.3.1 If the Customer or the Supplier fails to comply materially with the terms of this Agreement and the failure, if capable of remedy, is not remedied within thirty (30) days following receipt of written notice specifying the failure, then the other party may, by giving further written notice to the defaulting party, terminate this Agreement after the end of such thirty (30) day period. For the purposes of this Clause, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all material respects other than as to time of performance.
		17.3.2 This Agreement may be terminated by either party immediately upon written notice to the other party in the event that the other party is unable to pay its debts or goes into liquidation (other than for the purposes of a solvent amalgamation or reconstruction) or has a receiver, administrator or administrative receiver appointed or calls a meeting of its creditors or takes or suffers any similar action in consequence of debt or ceases for any other reason to carry on business; or in the reasonable opinion of the other party any of these events appear likely.
		17.3.3 Should any action create a professional conflict of interest as determined by the professional and/or regulatory bodies regulating the activities of the Supplier, the Supplier may terminate this Agreement without penalty on written notice. The Supplier will inform the Customer as soon as reasonably practical of any situation that occurs which may create a professional conflict which could result in termination in accordance with this Clause.
17.2	Either Party may at any time by notice in writing terminate the Agreement as from the date of service of such notice, or a later date specified in such notice, if any of the Termination Events in clauses 17.3.1 or 17.3.2 occur.	
17.3	Termination Events	17.4 The termination (howsoever arising) or expiry of the Agreement pursuant to this clause 17 shall be without prejudice to any rights of either the Customer or the Supplier that shall have accrued before the date of such termination or expiry



- 18.4.1 all licences granted under the Agreement shall immediately terminate;
- 18.4.2 each party shall return and make no further use of any Equipment, property, documentation and other items (and all copies of them) belonging to the other party;
- 18.4.3 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

Exit Management

- 18.5 In the event of a termination, the parties shall in good faith, within 10 business days after serving the notice of termination, agree an exit plan for transition of the Services to the Customer (the 'Exit Plan'). The Supplier shall be permitted to charge on a time and materials basis at its then-current standard rates for any transition assistance to be provided under any such Exit Plan.
- 18.6 Each party shall comply with the applicable exit management requirements set out in the Exit Plan.

Third Party Providers

19. The Services provided under the Agreement may include the provision of Third Party Licences. Both the Supplier and the Customer agree to comply with all terms of such Third Party Licences, the provisions of which, to the extent that they bear on the Customer, will be disclosed in advance by the Supplier to the Customer. The Customer acknowledges and agrees that the Supplier's obligations are subject to such Third Party Licences.

including without limitation any obligation to pay valid invoices for Services provided prior to termination.

18. Consequences of Termination and Expiry

- 18.1 Following the service of a Termination Notice for any reason, the parties shall continue to be under an obligation to comply with the provisions of this Agreement until the date of the termination.

- 18.2 In the event of termination or expiry:

18.2.1 Clause 10.3 of the Call-Off terms shall apply for the handling of any data (including (if any) Customer Personal Data) and Customer Data in the Supplier's possession, power or control. However, the Supplier may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under the Agreement, or such period as is necessary for such compliance;

18.2.2 The Supplier shall, where this Agreement is terminated by the Customer pursuant to clauses 17.3.1, 17.3.2 and 17.3.3 repay to the Customer all Charges it has been paid in advance in (less any cost already incurred by the Supplier in anticipation of providing the Service) respect of Services not provided by the Supplier as at the date of expiry or termination.

- 18.3 The Customer and the Supplier shall comply with any exit and service transfer arrangements as stated in the relevant Service Definition.

- 18.4 On termination or expiry of the Agreement for any reason:



19.2	Save as otherwise set out in the Agreement, the Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.	21.	Prevention of Corruption and Fraud
		21.1	The Supplier shall take reasonable steps, in accordance with Good Industry Practice, to prevent any fraudulent activity (including Fraud) occurring in connection with the Services by the Supplier and the Supplier Staff and its shareholders and directors.
		21.2	The Supplier shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur save where complying with this provision would cause the Supplier or its employees to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000
20.	Security	21.3	If the Supplier or any the Supplier Staff commits Fraud in relation to the Agreement, the Customer or on the event of any breach of clause 21.1 or 21.4 the Customer shall be entitled to terminate the Agreement with immediate effect by giving the Supplier notice in writing.
20.1	The Customer acknowledges and agrees that suitable security measures are important components of any internet-related service and that the benefits of security measures are known to the Customer. The Customer further acknowledges and agrees that the Customer is solely responsible for evaluating the appropriateness and adequacy of its own security measures and that it alone has the relevant information about the type of Personal Data which the Customer controls or processes to make such determination. The Customer acknowledges and agrees that it is responsible for ensuring that any Customer Data processed pursuant to the use of the Services has an impact level classification which is no higher than the impact level to which the relevant Service has been accredited, as set out in the relevant Service Definition.	21.4	Without prejudice to its other rights and remedies under this clause, the Customer shall be entitled to recover in full from the Supplier recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Term.
20.2	The Supplier will, in the provision of the Services, maintain security standards that: (i) are in accordance with Good Industry Practice, applicable law and the provisions of the Agreement; and (ii) comply with the principles of ISO/IEC27001 and ISO/IEC27002.	22.	Conflicts of Interest
		22.1	It is the Supplier's practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. The Supplier Parties provide many different professional services to Customers and we cannot be certain that we will identify



promptly all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting this engagement of which you are, or become aware.

23. **Force Majeure**

23.1 The Supplier shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

24. **Waiver**

24.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

24.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

25. **Solicitation of Staff**

25.1 Whilst the Agreement is in force and for a period of 3 (three) months from its termination or expiry, neither party will directly or indirectly (other than through a response to a published advertisement) employ or engage the services of any person who was concerned on behalf of the other party in the performance of any of the Services pursuant to the Agreement. If either party is in breach of this clause, the party so employing or engaging such person shall immediately pay to the other as liquidated damages a sum equal to the first 6 (six) months' gross remuneration of the person so engaged.

26. **Severance**

26.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

26.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.



the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

27. **Entire Agreement**

27.1 The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

27.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

28. **Assignment**

28.1 The Supplier may assign or novate all of its rights and obligations under this Agreement without the prior written consent of the Customer to the Supplier Party.

28.2 The Customer may not assign or novate all of its rights and obligations under this Agreement without the prior written consent of the Supplier.

29. **No Partnership or Agency**

29.1 Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind

29.2

The Agreement is between the Customer and the Supplier. The Customer agrees that the Customer's relationship is solely with the Supplier as the entity contracting with the Customer to provide the Services. The Supplier neither owes nor accepts any duty to any person other than the Customer. Notwithstanding the fact that certain Services under the Agreement may be carried out by personnel provided to the Supplier from other Supplier Parties through service or other agreements, the Customer agree that the Customer will not bring any claim or proceedings of any nature (whether in Agreement, tort, including, but not limited to, a claim for negligence, breach of statutory duty or otherwise) in any way in respect of or in connection with this Agreement against any of the Supplier Parties (except the Supplier legal) or against any subcontractors that the Supplier may use to provide the Services. The foregoing exclusion does not apply to any liability, claim or proceeding founded on an allegation of fraud by any Supplier Party or any subcontractor or other liability that cannot be excluded under English law.

29.3

Neither the Supplier or the Customer may assign or otherwise transfer the benefit of this Agreement without the prior express written consent of the other, except that the Supplier may assign the benefit of this Agreement to any of the Supplier Parties, including any successor to our business. Further, neither of the Parties will directly nor indirectly agree to assign or transfer any claim against the other arising out of this Agreement to any other person.

Sub-Contractors



29.4 The Supplier may sub-contract the provision of the Services or any part to any person including any Supplier Party, but such sub-contracting will not relieve the Supplier from its obligations under the Agreement.

Legal and Other Obligations

29.5 Nothing in this Agreement precludes the Supplier from taking such steps as are necessary in order to comply with any legal or regulatory requirement or any professional or ethical rules of any relevant professional body of which the Supplier or any of our personnel are, at the time, a member.

Third Party Rights

30. Other than expressly stated to the contrary, the Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

Notices

31.1 Except as otherwise expressly provided, any notice whatsoever which either the Customer or the Supplier is required or authorised by this Agreement to give or make to the other shall be given or made by first class post in a prepaid letter, addressed to the other at the address specified in clause 31.2. If that letter is not returned as being undelivered, that notice or communication shall be deemed, for the purposes of this Contract, to have been given or made two (2) Working Days after dispatch by the sender.

31.2 For the purposes of clause 31.1 the address of each party shall be:

For the CUSTOMER:

[]

For the SERVICE PROVIDER:

[]

Governing Law and Jurisdiction

32.1 The Agreement and/or any non-contractual obligations or matter arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.



IN WITNESS of which this Agreement has been duly executed by the parties.

For and on behalf of Deloitte

For and on behalf of the
Customer

Authorised signatory:

Authorised signatory:

Name:

Name:

Job Title:

Job Title:

Date:

Date:

Schedule 1

DEFINITIONS

Access Policy: means The Supplier's policy applicable to the Customer's access of the Services, set out in Schedule 3.

Additional Cloud-Services: shall have the meaning set-out in Schedule 6 of the Framework Agreement

Affiliate: in relation to the Customer any company, partnership or other entity which from time to time directly or indirectly Controls, is Controlled by or is under common Control with, the Customer, including any subsidiary or holding company of the Customer (as those expressions are defined in section 1159 and 1162 of the Companies Act 2006 (as amended));

Agreement: the clauses of this Agreement together with the schedules and annexes to it and any documents referred to or attached to it, including but not limited to the Order Form;

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the relevant Services as listed pursuant to clause 4.1.4.

Call Off Terms: means the terms stated in Schedule 2 of the Framework Agreement.

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.



Charges: means the payments due in respect of the supply of Services as set out in the relevant Order Form, or if not set out in the Order Form, the applicable charges for the Services set out in the Service Definition.

Customer: in relation to this Agreement [insert full name of Customer] or such members of the Customer Group who enter into (as additional signatories). For the purposes of this Agreement, all references to Customer shall be constructed as referring to [insert full name of Customer] or the member of the Customer Group.

Customer Background or Pre-existing IPR: any Intellectual Property Rights owned by or licensed to the Customer Group before the date of the relevant Statement of Work under which the Services are being provided and/or Intellectual Property Rights created by or licensed to the Customer Group independently of the relevant Statement of Work

Customer Confidential Information: all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

Customer Data: (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Customer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Customer is the Data Controller.

Customer Representative: means the individual nominated by the Customer to represent the Customer in dealings with the Supplier under the Agreement.

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Deliverable: means materials which are developed (either independently or in conjunction with the Customer or third parties) and delivered to the Customer as part of the Services and which are expressly described as “Deliverables” in the Order Form;

The Supplier Background or Pre-existing IPR: (a) IPRs owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b) IPRs created by the Supplier independently of this Agreement.

The Supplier Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

The Supplier Parties: means all entities (including the Supplier) that are members of DTTL and each of their subsidiaries, affiliates, predecessors, successor and assignee, and all their partners, principals, members, owners, directors, staff and agents of such entities. The term the Supplier Party shall have a corresponding meaning;

The Supplier Representative: means the individual nominated by the Supplier to represent the Supplier in dealings with the Supplier under the Agreement.

The Supplier Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Agreement.

Content: means all documents, files, electronic media, calendar dates, discussions, tasks, meetings, telephone and web conference details and whiteboards, visual, written or audible data, information or material including, without limitation: any hyperlink, application, graphic, artwork, video, music, text, image, logo, word, sound avatar, document, spreadsheet, text message, form entry, web page, and any other file or data or any similar material, including but not limited to each of the foregoing that is uploaded to, transferred through, publicly posted, processed or entered into the Services.

Data Controller: has the meaning given to it in the Data Protection Act 1998.

Data Processor: has the meaning given to it in the Data Protection Act 1998.

Data Protection Legislation: means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Subject: has the meaning given to it in the Data Protection Act 1998.

Default: means any breach of the obligations of a party (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of that party in connection with or in relation to the Agreement or the subject matter of the Agreement and in respect of which that party is liable to the other party.



Effective Date: the date identified as the date on which the relevant Services are to commence, as set out in the relevant Order Form or, if no such date is set out, the date on which both parties have signed the relevant Order Form.

End User: means those employees, agents and independent contractors of the Customer who use the relevant Services, whether authorised by the Customer or not.

Equipment: means any apparatus, equipment, hardware, software, material or other items (including parts and components) supplied by the Supplier as set out in any Order Form.

Framework Agreement: means the governing agreement between the Crown Commercial Service and the Supplier dated [] under which the Customer is able to procure services from the Supplier.

General Terms: means this document and the schedules hereto.

Good Industry Practice: shall have the meaning set-out in Schedule 6 of the Framework Agreement..

Initial Term: means the initial Term of the Agreement, as set out in the Order Form.

Intellectual Property Rights or IPRs: means (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; (c) and all other rights having equivalent or similar effect in any country or jurisdiction.

Know-How; means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Supplier's or the Customer's possession before the Effective Date.

Law: means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body.

Order: means an Order for one or more Services signed by the Customer and the Supplier.

Order Form: means an order for one or more of the Services constituted by a valid order form (in the format set out in schedule 2 Part 1 of the Framework Agreement) containing the information required by the Supplier to initiate the on-boarding process and signed by the Customer..

Personal Data: has the meaning given to it in the Data Protection Act 1998.

Regulatory Body: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Customer.

Renewal Period: means the period or periods by which the Agreement is extended beyond the Initial Term as may be agreed between the Supplier and the Customer.



Request for Information: means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

Service Level: means the level to which the Supplier is to perform a relevant Service, as identified as such and set out in the Service Definition for the relevant Service.

Services: the services provided by the Supplier to the Customer under the Agreement as described in the Service Definition.

Service Definition: means the description of each service the Supplier is entitled to provide as described in the Order Form.

Software: the software provided by the Supplier as part of the Services.

Support Hours: means the hours when support is available for the relevant Service, being 08.00 – 18.00 Monday to Friday (excluding public holidays).

T&M: means time and materials.

Term: means the term of the Agreement, as set out in the Order Form and as may be extended pursuant to clause 3.

Third Party Licences: means licences granted by third party licensors to the Supplier for software needed in order to provide the Services.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to an Order Form, where applicable.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any

programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Working Days: means any day other than weekends (Saturday and Sunday) and/or public holidays in England and Wales.

Schedule 2

CUSTOMER OBLIGATIONS

1.1 The Customer shall performing those obligations which are set out in other parts of this Agreement and the Call-off Contract and shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to the Agreement;
 - (ii) access to appropriate members of the Customer staff, as may be reasonably requested by the Supplier in order for the Supplier to discharge its obligations under this Agreement;
 - (iii) sufficient and suitably qualified staff to fulfil the Customer's roles and duties under this Agreement;
 - (iv) such documentation, data and/or other information that the Supplier reasonably requests as is necessary to perform its obligations under the terms of this Agreement;
 - (v) suitable access your premises and facilities, including relevant ICT systems, as is reasonably required for the Supplier to comply with its obligations under this Agreement; and
 - (vi) all necessary access to such information or premises as may be reasonably required by the Supplier, including but not limited to Customer Data, security access information and configuration services;

(b) in order for the Supplier to be able to provide the Services, the Customer shall;

- (i) ensure all documentation, data and other information supplied to the Supplier as is needed to perform the Supplier's obligations under the Agreement is accurate, complete and not misleading;
- (ii) make decisions/provide approvals in a timely manner and ensuring there are no delays in providing access to its personnel;
- (iii) take responsibility for overall management decisions including final decisions on negotiation approach, tactics and options to be adopted and the terms on which any procurement will be concluded and for performance of all management functions;
- (iv) ensure that all End Users comply with the Access Policy and all applicable laws and regulations with respect to its activities under the Agreement, and shall obtain such necessary licenses from third parties as may be required in order to use the Services;
- (v) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (vi) ensure that the End Users use the Services in accordance with the Agreement and the Customer shall be responsible for any End User's breach of the Agreement;
- (vii) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;





- (viii) ensure that where necessary the Supplier's employees do not contravene the provisions of the Computer Misuse Act 1990 and the Police and Justice Act 2006, the Supplier will require the **"Letter of Authorisation"** and the **"Letter of Consent"** to be completed and returned, prior to commencing the Service. Appendix 1 to this Schedule 2 contains the sample **"Letter of Authorisation"**.
- (ix) ensure that it has the right specification of Hardware and that the networks have sufficient bandwidth to run the Services to be delivered by the Supplier;
- (x) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier;
- (xi) be solely responsible for (i) procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's or the Supplier's sub-contractor's data centres; and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (xii) ensure that where necessary, the Customer's third party suppliers cooperate with and provide necessary assistance to the Supplier during the programme; and
- (xiii) ensure that Content processed or created by the Customer during the use of the Services does not infringe any third party rights nor in any other manner violates governing legislation or regulation.
- 1.2 The Customer shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - (b) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; or
 - (c) attempt to reverse compile, decrypt, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - (d) access all or any part of the Services in order to build a product or service which competes with the Services or the Software; or
 - (e) use the Services to provide services to third parties; or
 - (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or
 - (g) access, store, distribute or transmit any Viruses, or any Content during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, discriminatory, obscene, infringing, harassing or racially or ethnically offensive and the Supplier reserves the right, without liability to



- the Customer, to disable the Customer's access to any material that breaches the provisions of this paragraph; or
- (h) remove, alter, or destroy from Content provided by the Supplier to the Customer any logo, copyright or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in such Content.

SCHEDULE 2 APPENDIX 1– SAMPLE ISP RELEASE LETTER

[PRINT ON ISP's HEADED PAPER AND REPLACE ISP NAME WITH THEIR NAME BELOW]

[Lead Partner
Deloitte address
Deloitte road
Deloitte city
Deloitte postcode]

[Date, Year]

For the attention of [Lead Partner]

Dear [Sir/Madam],

[Security and Penetration Testing Services]

As a person entitled to control access to, and determine whether any modification should be made to the programs and data of [Customer]'s computer systems, for the purposes of the Computer Misuse Act 1990 and the Police and Justice Act 2006, I hereby authorise Deloitte and its employees to attempt to gain access to defined Internet-facing systems, 'owned' by [Customer]. I confirm that in doing so, or attempting to do so, there will be no infringement of the Computer Misuse Act 1990, the Police and Justice Act 2006 or other applicable legislation in relation to any [Customer], or third parties programs and data.

I further confirm that we will take whatever steps are necessary to ensure adequate protection of all [Customer] data and programs throughout the Service.

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The [Customer] computer system and infrastructure will be restricted to the following agreed target IP addresses, and or base URLs:

- [XXX.XXX.XXX.XXX – YYY.YYY.YYY.YYY]
- [http://www.XXXXXX]

Signed as confirmation of the above, on behalf of [Full Customer entity]:

NAME:
POSITION:

Date:

Schedule 3

ACCESS POLICY

This policy is subject to change from time to time. A Customer's or End User's use of the Services after changes to this policy are posted on the Supplier's web site or otherwise notified to the Customer will constitute the Customer's or End User's acceptance of any new or additional terms of the Access Policy that result from those changes.

End Users' postings to the internet may affect other users and may harm the Supplier's goodwill, business reputation, and operations. For these reasons, End Users' violate the Supplier policy when they engage in the following prohibited activities:

- Sending unsolicited bulk and/or commercial messages over the internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward the Supplier, but also because it can overload the Supplier's network and disrupt service to other the Supplier Customers. Also, maintaining an open SMTP relay is prohibited.
- Intellectual Property Violations: Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities.
- Obscene Speech or Materials: Using the Supplier network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material.
- Defamatory or Abusive Language: Using the Supplier's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.
- Forging of Headers: Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- Illegal or Unauthorised Access to Other Computers or Networks: Accessing illegally or without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system. Also, any activity



that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

- Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities: Distributing information regarding the creation of and sending internet viruses, worms, Trojan Horses, ping, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- Facilitating a violation of this Access Policy: Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Access Policy, which includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software.
- Export Control Violations: Exporting encryption software over the internet or otherwise, to points outside the End User's country which is contrary to that respective country's rules and regulations.
- Usenet Groups: The Supplier reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the Access Policy.
- Other Illegal Activities: Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
- Other Activities: Engaging in activities, whether lawful or unlawful, that the Supplier determines to be harmful to its Customers, operations, reputation, goodwill, or Customer relations.

If the Supplier becomes aware of harmful activities it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the internet, or take any other action it deems appropriate.

Schedule 4



respond to the draft CCN in writing. If appropriate, the parties shall enter into discussions to discuss the draft CCN.

3.3 Discussion between the parties following the submission of a draft CCN shall result in either:

CHANGE CONTROL PROCEDURE

1. INTRODUCTION

1.1 This Schedule 4 sets out the Change Procedure to be used by the Customer and the Supplier to effect changes to the relevant Order Form.

2. PRINCIPLES

2.1 The Customer and the Supplier shall conduct discussions relating to proposed changes to the relevant Order Form in good faith. Neither party shall unreasonably withhold nor delay consent to the other party's proposed changes.

2.2 Until such time as a Contract Change Note (CCN) has been signed by both parties, the Supplier shall continue to provide and make available to Customer the Services in accordance with this Agreement and the relevant Order Form.

2.3 Any discussions, negotiations or other communications which may take place between the parties in connection with any proposed change to an Order Form, including but not limited to the submission of any written communications, prior to the signing by both parties of the relevant CCN, shall be without prejudice to the rights of either party.

3. PROCEDURE

3.1 Should either party wish to amend an Order Form, that party's first point of contact shall submit a draft CCN detailing the proposed change to the other party's first point of contact using the pro forma at the end of this Schedule 4.

3.2 Within ten (10) Working Days of the submission of a draft CCN (or such other period as may be agreed between the parties) the receiving party's first point of contact shall

3.3.1 agreement between the parties on the changes to be made to the relevant Order Form (including agreement on the date upon which the changes are to take effect (the "effective date")), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of the relevant Order Form; or

3.3.2 no further action being taken on that draft CCN.

3.4 A draft CCN, the content of which has been agreed between the parties in accordance with this Schedule 4, shall be uniquely identified by a sequential number allocated by the Customer.

3.5 Two (2) copies of each CCN shall be signed by the Supplier and submitted to the CUSTOMER not less than ten (10) Working Days prior to the effective date agreed in accordance with paragraph 3.1 of this Schedule 4.

3.6 Subject to the agreement reached in accordance with paragraph 3.1 of this Schedule 4 remaining valid, the Customer shall sign both copies of the approved CCN within five (5) Working Days of receipt by the Customer. Following signature by the Customer, one (1) copy of the signed CCN shall be returned to the Supplier by the Customer.

3.7 A CCN signed by both parties shall constitute an amendment to the relevant Order Form.

3.8 The CCN pro forma is as shown in Appendix 1 below.

Schedule 4 Appendix 1

CHANGE ORDER NUMBER _____

[date]

[complete legal name of Client entity]
[Client address]

For the attention of [Client contact name]



Dear Sirs

This Change Order, including any appendices, schedules, and/or attachments, documents changes to the Agreement between Deloitte and the Customer dated _____, 20____, including any prior Change Order(s) or amendments thereto. This Change Order constitutes the entire understanding and agreement between Customer and Deloitte with respect to such changes, supersedes all prior oral and written communications with respect to such changes (including, but not limited to written change requests), and may be amended, modified or changed only in writing when signed by both parties. The section(s) of the Agreement set forth below is/are hereby amended, effective as of the date first written above, by adding at the conclusion of the respective section(s) the following text:

4. **Project Scope and Objectives**

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

5. **Deloitte Services and Responsibilities**

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

6. **Deliverables**

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

7. **Acceptance**

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]



8. **Customer Responsibilities**

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

9. **Assumptions**

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

10. **Approach**

[describe any changes to this section here, including the impact any other changes herein will have on schedule, or, if there are none, delete this form field along with the section label immediately above]

11. **Staffing**

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

12. **Fees and Expenses**

[describe the impact that any changes above will have on fees and expenses or, if there is none, delete this form field along with the section label immediately above]

13. **Consequential Changes To Agreement**

[describe any non-operational legal issues to be highlighted here]

Except as expressly modified herein, all other terms and conditions of the Order Form and the Agreement remain unchanged. Please indicate your agreement to these arrangements by signing and returning to Deloitte the enclosed copy of this Change Order.

Yours faithfully,

Deloitte LLP

Acknowledged and Accepted:

[Name of Customer]

By: _____

Title: _____

Date: _____

Schedule 5

VAT SERVICE ADDITIONAL TERMS

1. Disclosure to Tax Authorities and Confidentiality of Tax Planning Advice

1.1 The Supplier is obliged to notify the UK tax authorities of certain types of arrangement which might secure a fiscal advantage and of proposals to implement such arrangements. The decision to make such a notification, its timing and content, is a matter that the Supplier reserves entirely to its sole discretion. However, the Supplier will inform the Customer if the Supplier proposes to make, or has made, any such notification that the Supplier believes may be relevant to the services. The Customer may also have obligations under the same legislation to give notification of such arrangements. Where there are other current or future laws or regulations in any jurisdiction that require disclosure of the Supplier's advice, the Supplier will also comply with those disclosure requirements.

1.2 In respect of any notification under paragraph 1.1, or to the extent that any confidentiality terms in the Agreement of the Framework Agreement result in an obligation to notify arrangements, such confidentiality terms shall not apply in respect of any relevant scheme or arrangement. For the avoidance of doubt, this paragraph and paragraph 1 specifically apply in respect of compliance with Parts 2 and 7 of the Finance Act 2004 and associated regulations, regulations promulgated under the Social Security Administration Act 1992 and Sections 6011 and 6111 of the US Internal Revenue Code and related Internal Revenue Service guidance.

1.3 Notwithstanding paragraphs 1.1 to 1.2, the Deliverables and other advice are only intended for the benefit of the Customer. The mere receipt of the Deliverables and other advice by any other persons is not intended to create any duty of care, professional relationship or any present or future liability between those persons and the Supplier. As a consequence, if copies of the Deliverables or other advice (or any information derived



therefrom) are provided to others under the above exclusions, it is on the basis that the Supplier owes no duty of care or liability to them, or any other persons who subsequently receive the same.

1.4 The Supplier will not be liable for any losses arising by reason of Supplier making (or not making) a notification under this section 1 ('Disclosure to Tax Authorities and Confidentiality of Tax Planning Advice') or arising from the disclosure of Tax Planning Advice to any person other than the Customer as intended beneficiary of such Advice.

2. **Investigating Complaints:** The Supplier will investigate all complaints. The Customer has the right to take any complaint up with the Institute of Chartered Accountants in England and Wales (the "ICAEW"). An explanation of the mechanisms that operate in respect of a complaint to the ICAEW is available at www.icaew.co.uk or by writing to the ICAEW. To contact the ICAEW write to The Professional Standards Office, Level 1, Metropolitan House, 321 Avebury Boulevard, Milton Keynes MK9 2FZ.

3. **Legal and Other Obligations:** Nothing in this Contract precludes Deloitte from taking such steps as are necessary in order to comply with any legal, regulatory or professional requirements. In particular, the Customer gives the Supplier the authority to correct errors made by the tax authorities.

