



Crown
Commercial
Service

G-Cloud 11 Call-Off Contract (version 4)

HMRC_AWS005 - ProServe

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Part A - Order Form

Digital Marketplace service ID number:	As listed in Schedule 1
Call-Off Contract reference:	HMRC_AWS005
Call-Off Contract title:	Amazon Web Services - ProServe
Call-Off Contract description:	AWS professional services (ProServe) Resident Advisor
Start date:	1 August 2020
Expiry date:	31 July 2022.
Call-Off Contract value:	£2,000,000.00 (non-commitment)
Charging method:	Invoice - Monthly in arrears, based upon consumption
Purchase order number:	To be advised.

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

From: the Buyer	The Commissioners for Her Majesty's Revenue & Customs Buyer's main address: 100 Parliament Street London SW1A2BQ
To: the Supplier	Amazon Web Services EMEA SARL, UK Branch (for the avoidance of doubt Amazon Web Services EMEA SARL, acting through its UK branch). Supplier's UK address: 1 Principal Place Worship Street London EC2A 2FA UK Luxembourg registration number: B 186284 UK establishment number: BR019315
Together: the 'Parties'	

Principal contact details

For the Buyer:	[Redacted information]
For the Supplier:	[Redacted information]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1 August 2020 and is valid for 24 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	Not applicable

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot:	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3 - Cloud support
G-Cloud services required:	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p><u>AWS Professional Services (ProServe) Resident Advisor 949977222867593</u></p> <p>AWS Professional Services (ProServe) consultant(s) helps to accelerate the adoption of AWS solutions by accessing and providing AWS's deep experience, proven frameworks, methodologies, and architectural designs.</p> <p>Buyer may also require:</p> <ul style="list-style-type: none"> • Other Lot 3 AWS Professional Services (ProServe) as listed in Schedule 1 <p>The Supplier acknowledges they are unable to limit the Buyer to a minimum or maximum quantity or value of Services purchased under this Call-Off Contract.</p> <p>Supplier Services will not include or create any Project Specific IPRs.</p> <p>Supplier or any of its affiliates will make available in connection with the Services or on the AWS Site documentation; sample code; software libraries; command line tools; and other related technology which is Supplier's Background IPR and also known as AWS Content. For the avoidance of doubt, AWS Content does not include the Services.</p> <p>The Supplier will handle any personal data relating to the personnel of the Buyer (the "Personnel") that is provided to the Supplier for the purposes of this Call-Off Contract in accordance with the handling practices described in the Supplier's Privacy Notice (available at http://aws.amazon.com/privacy/).</p>
Additional Services:	No additional services.
Location:	The Services will be delivered by the Supplier to locations in the UK identified in the Statement(s) of Work associated with this Call-Off Contract.
Quality standards:	<p>Any quality standards if required for this Call-Off Contract are included in the Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Digital Marketplace.</p> <p>The Service Description for Resident Advisor Services is available via the following link: https://www.digitalmarketplace.service.gov.uk/g-cloud/services/949977222867593</p>
Technical standards:	Any technical standards if required for this Call-Off Contract are included in

	<p>the Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Digital Marketplace.</p> <p>The Service Description for Resident Advisor Services is available via the following link: https://www.digitalmarketplace.service.gov.uk/g-cloud/services/949977222867593</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are included in the Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Digital Marketplace.</p> <p>The Service Description for Resident Advisor Services is available via the following link: https://www.digitalmarketplace.service.gov.uk/g-cloud/services/949977222867593</p>
Onboarding:	<p>The onboarding plan for this Call-Off Contract is:</p> <p>The Call-Off Contract order will be tracked by a Supplier Account Manager. Supplier Account Manager will be informed of the Call-Off Contract number, Buyer Name & Address, Purchase Order (PO) # if applicable, and the Account ID when Supplier account is created by Buyer. If a PO is required, it will not be deemed "accepted" until Buyer receives confirmation from Supplier Account Manager that Supplier has all necessary information to complete the account setup.</p> <p>For Professional Services Buyer and Supplier will agree on one or more Statements of Work, which shall more specifically detail the scope of a particular requirement. Supplier will execute against this Call-Off Contract and the detailed requirements within the Statement of Work.</p>
Offboarding:	<p>The offboarding plan for this Call-Off Contract is:</p> <p>Buyer may terminate any or all accounts with Supplier for any reason by (i) providing Supplier with notice; and (ii) closing Buyer's account for all Services for which Supplier provides an account closing mechanism.</p>
Collaboration agreement:	<p>For the avoidance of doubt the Parties agree there is no Collaboration Agreement but, as set out in Clause 31.2 of the Call-Off Contract terms and conditions, the Supplier must:</p> <ul style="list-style-type: none"> • work proactively and in good faith with each of the Buyer's contractors • co-operate and share information with the Buyer's contractors to enable to efficient operation of the Buyer's ICT services and G-Cloud Services
Limit on Parties' liability:	<i>[Redacted information]</i>

Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract. • Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law). • Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.
Force majeure:	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive days.</p>
Audit:	<p>The following Framework Agreement audit provisions will be incorporated under Clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits on the following basis:</p> <ul style="list-style-type: none"> • Reference to CCS shall mean the Buyer. • Reference to Framework Agreement shall mean this Call-Off Contract. <p>The required audit provisions from the Framework Agreement shall include the following and incorporated into this Call-Off Contract:</p> <ul style="list-style-type: none"> • Clause 7.4 • Clause 7.6 - bullets 2 and 3. • Clause 7.7 – bullets 1,2,4,5, and 6. • Clause 7.8 • Clause 7.9 • Clause 7.10 except <ul style="list-style-type: none"> ○ bullet 2 shall be amended to read “any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges under the Call-Off Contract only” ○ bullet 5 and ○ bullet 6 (which becomes new bullet 5) shall be amended to read “any records about the Supplier’s performance of the Services and to verify that these reflect the Supplier’s own internal reports and records” • Clause 7.11 (except the first bullet) • Clause 7.12 which shall be amended to read “The Buyer can End this Call-Off Contract under section 5 (Ending and suspension of a supplier’s appointment) for Material Breach if the event in Clause 7.10 applies” • Clause 7.13

For the avoidance of doubt the audit clauses (as amended above) shall now be set out as the legally binding provisions between the Parties as follows:

7.4 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:

- operation of this Call-Off Contract entered into with the Buyer
- Services provided under this Call-Off Contract (including any Subcontracts)
- amounts paid by the Buyer under this Call-Off Contract

7.6 The Supplier's records and accounts will be kept until the latest of the following dates:

- 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End
- another date agreed between the Parties

7.7 During the timeframes highlighted in Clause 7.6, the Supplier will maintain:

- commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations
- books of accounts for this Call-Off Contract
- access to its published accounts and trading entity information
- proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Call-Off Contract
- records of its delivery performance under this Call-Off Contract, including that of its Subcontractors

7.8 Buyer will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of Buyer's control.

7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:

- provide audit information without delay
- provide all audit information within scope and give auditors access to

	<p>Supplier Staff</p> <p>7.10 The Supplier will allow the representatives of the Buyer receiving Services, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, and account information referred to in Clause 7.7 (including at the Supplier's premises) as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to verify and review:</p> <ul style="list-style-type: none"> • the accuracy of Charges (and proposed or actual variations to them under the Call-Off Contract) • any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges under the Call-Off Contract only • the integrity, Confidentiality and security of the Buyer Personal Data and the Buyer Data held or used by the Supplier • any other aspect of the delivery of the Services including to review compliance with any legislation • any records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records • the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date <p>7.11 The Supplier will reimburse the Buyer its reasonable Audit costs if it reveals a Material Breach.</p> <p>7.12 The Buyer can End this Call-Off Contract under section 5 (Ending and suspension of a supplier's appointment) for Material Breach if the event in Clause 7.11 applies.</p> <p>7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations.</p> <p>Buyer acknowledges that audits or inspections of Supplier will be limited to the information and documentation relating to this Call-Off Contract and shall not include the right to audit Supplier's physical infrastructure. Upon Buyer's request, and subject to the confidentiality undertakings of this Call-Off Contract, Supplier will provide to Buyer a copy of its System and Organization Controls 1 Type 2 Report or such alternative industry standard reports or certifications that are substantially equivalent as reasonably determined by Supplier. Supplier will provide this documentation no more than twice annually and this documentation will be treated as Confidential Information of Supplier under the confidentiality undertakings hereof.</p>
Buyer's	The Buyer is responsible for:

responsibilities:	<ul style="list-style-type: none"> • Reporting any Account IDs that will be governed by the terms of this Call-Off Contract and Framework Agreement to aws-gcloud@amazon.com. • Making available personnel with the appropriate level of expertise to agree one or more of the statements of work with Supplier.
Buyer's equipment:	Not applicable.

Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Subcontractors or partners:</p> <p><i>[Redacted information]</i></p> <p>The Subcontractor(s) or partner(s) that will be used for each particular Professional Services project shall be identified in the associated Statement of Work.</p>
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method:	The payment method for this Call-Off Contract is BACS.
Payment profile:	The payment profile for this Call-Off Contract is based upon Professional Services consumption, monthly in arrears.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to:</p> <p>IPC Worthing PO Box 2092 Barrington Road Worthing BN12 9AN</p> <p>Electronic invoices to be sent, in PDF format, to: payments.team@hmrc.gov.uk</p>
Invoice information required – for example purchase order, project reference:	All invoices must include any Purchase/Limit Order/Contract Number reference provided by the Buyer and the net/total invoice amount stated in £GBP.
Invoice frequency:	Invoice will be sent to the Buyer within 30 days of the end of the month in which the Service Offerings were consumed.
Call-Off Contract value:	The total value of this Call-Off Contract is up to £2,000,000.00.

	The total value figure does not constitute an order or commitment by the Buyer.
Call-Off Contract charges:	The breakdown of the Charges is found in the Supplier/s pricing documents on the Digital Marketplace.

Additional Buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones:</p> <p>As may be detailed in any Statement of Work.</p>
Guarantee:	Not used.
Warranties, representations:	Not used.
Supplemental requirements in addition to the Call-Off terms:	<p style="text-align: center;">AUTHORITY'S MANDATORY TERMS</p> <p>A. For the avoidance of doubt, references to 'the Agreement' mean this Call-Off Contract between the Supplier and the Authority. References to 'the Authority' mean 'the Buyer' (the Commissioners for Her Majesty's Revenue and Customs).</p> <p>B. The Agreement incorporates the Authority's mandatory terms set out in this supplemental requirement.</p> <p>C. In case of any ambiguity or conflict, the Authority's mandatory terms in this supplemental requirement will supersede any other terms in the Agreement.</p> <p>D. Definitions</p> <p>"Affiliate" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;</p> <p>"Authority 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:</p> <p style="padding-left: 40px;">(i) supplied to the Supplier by or on behalf of the Authority; and/or</p> <p style="padding-left: 40px;">(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p style="padding-left: 40px;">(b) any Personal Data for which the Authority is the Controller, or any data derived from such</p>

	<p>Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;</p> <p>"Charges" the charges for the Services as specified in Schedule 2 of this Call-Off Contract;</p> <p>"Connected Company" means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;</p> <p>"Control" the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;</p> <p>"Controller", "Processor", "Data Subject", take the meaning given in the GDPR;</p> <p>"Data Protection Legislation" (a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy;</p> <p>"GDPR" the General Data Protection Regulation (Regulation (EU) 2016/679);</p> <p>"Key Subcontractor" any Subcontractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;</p> <p>"Law" any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal</p>
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		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 of any regulatory body with which the Supplier is bound to comply;
	"Personal Data"	has the meaning given in the GDPR;
	"Purchase Order Number"	the Authority's unique number relating to the supply of the Services;
	"Services"	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
	"Subcontract"	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
	"Subcontractor"	any third party with whom: (a) the Supplier enters into a Subcontract; or (b) a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;
	"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
	"Supporting Documentation"	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;
	"Tax"	(a) all forms of tax whether direct or indirect;

	<p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p> <p>“Tax Non-Compliance” where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where:</p> <p>(a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause o; and</p> <p>(b) any “Essential Subcontractor” means any Key Subcontractor;</p> <p>“VAT” value added tax as provided for in the Value Added Tax Act 1994.</p> <p>E. Payment and Recovery of Sums Due</p> <p>E.1 The Supplier shall invoice the Authority as specified in Part A of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:</p> <p style="padding-left: 40px;">E.1.1 the Supplier does so at its own risk; and</p> <p style="padding-left: 40px;">E.1.2 the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.</p> <p>E.2 Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement</p>
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	<p>shall be submitted by the Supplier, as directed by the Authority from time to time, either:</p> <ul style="list-style-type: none"> E.2.1 via the Authority's electronic transaction system. The Authority will provide reasonable advance notice of the details of a new electronic transaction system; or E.2.2 to the Buyer's Amazon Web Services Contract Manager (or such person notified to the Supplier in writing by the Authority) by email in pdf format or, if agreed with the Authority, in hard copy by post. <p>E.3 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.</p> <p>F. Warranties</p> <p>F.1 The Supplier represents and warrants that:</p> <ul style="list-style-type: none"> F.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established; F.1.2 it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and F1.2 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date. <p>F.2 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause o, o and/or o has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.</p> <p>F.3 In the event that the warranty given by the Supplier pursuant to Clause o is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the</p>
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Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

G. Promoting Tax Compliance

G.1 All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

G.2 To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.

G.3 The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.

G.4 If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:

G.4.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

G.4.2 promptly provide to the Authority:

(a) details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.

G.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.

	<p>G.6 Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.</p> <p>G.7 If the Supplier:</p> <ul style="list-style-type: none"> G.7.1 fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses o, o and/or o this may be a material breach of the Agreement; G.7.2 fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause o on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or G.7.3 fails to provide details of steps being taken and mitigating factors pursuant to Clause o which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement; <p>and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).</p> <p>G.8 The Authority may internally share any information which it receives under Clauses o to o (inclusive) and o, for the purpose of the collection and management of revenue for which the Authority is responsible.</p> <p>H. Use of Off-shore Tax Structures</p> <p>H.1 Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key</p>
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	<p>Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("Prohibited Transactions"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.</p> <p>H.2 The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.</p> <p>H.3 In the event of a Prohibited Transaction being entered into in breach of Clause o above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses o and H.1, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.</p> <p>H.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses H.1 and o shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).</p> <p>I. Data Protection and off-shoring</p> <p>I.1 The Processor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:</p> <p>I.1.1 not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:</p>
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	<p>(a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;</p> <p>(b) the Data Subject has enforceable rights and effective legal remedies;</p> <p>(c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and</p> <p>(d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;</p> <p>I.2 Failure by the Processor to comply with the obligations set out in Clause I.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).</p> <p>J. Commissioners for Revenue and Customs Act 2005 and related Legislation</p> <p>J.1 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.</p> <p>J.2 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.</p> <p>J.3 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel</p>
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	<p>set out in Clause J.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.</p> <p>J.4 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.</p> <p>J.5 In the event that the Supplier or the Supplier Personnel fail to comply with this Clause J, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).</p> <p style="text-align: center;">Annex 1</p> <p style="text-align: center;">Excerpt from HMRC's "Test for Tax Non-Compliance"</p> <p>Condition one (An in-scope entity or person)</p> <ol style="list-style-type: none"> 1. There is a person or entity which is either: ("X") <ol style="list-style-type: none"> 1) The Economic Operator or Essential Subcontractor (EOS) 2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with IFRS 10 Consolidated Financial Accounts¹; 3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes. <p>Condition two (Arrangements involving evasion, abuse or tax avoidance)</p> <ol style="list-style-type: none"> 2. X has been engaged in one or more of the following: <ol style="list-style-type: none"> a. Fraudulent evasion²; b. Conduct caught by the General Anti-Abuse Rule³;
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¹ <https://www.iasplus.com/en/standards/ifrs/ifrs10>

² 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

³ "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

	<p>c. Conduct caught by the Halifax Abuse principle⁴;</p> <p>d. Entered into arrangements caught by a DOTAS or VADR scheme⁵;</p> <p>e. Conduct caught by a recognised 'anti-avoidance rule'⁶ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. 'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;</p> <p>f. Entered into an avoidance scheme identified by HMRC's published Spotlights list⁷;</p> <p>g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.</p> <p>Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))</p> <p>3. X's activity in Condition 2 is, where applicable, subject to dispute and/or litigation as follows:</p> <p>i. In respect of (a), either X:</p> <ol style="list-style-type: none"> 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure⁸; or, 2. Has been charged with an offence of fraudulent evasion. <p>ii. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.</p> <p>iii. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.</p> <p>iv. In respect of (f) this condition is satisfied without any further steps being taken.</p>
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⁴ "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

⁵ A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

⁶ The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

⁷ Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

⁸ The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.

- v. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

Annex 2 Form

CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: HMRC_AWS005 – ProServe dated 1st August 2020
(('the Agreement'))

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Authority Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Authority Data provided to me.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:

Plus

K. Transfer of Buyer benefits.

In the event the Buyer:

- considers it appropriate to do so; and/or
- gives 30 days written notice to end the Call-Off Contract pursuant to Clause 18.1

if the Buyer wishes to enter into a subsequent contract with the Supplier, the Parties shall within 30 days or within the applicable notice period

	<p>meet as soon as practicable, to work proactively and in good faith, using all reasonable endeavours, with a view to applying any remaining tangible or financial benefits (and to avoid any unnecessary currency exchange rate costs) granted under this Call-Off Contract to any subsequent contract where the Supplier is able to supply the same Services and where consistent with the Buyer's requirements.</p> <p>L. Equipment</p> <p>In relation to Buyer property (such as, but not limited to, electronic devices and passes) that is provided to and used by the Supplier in the provision of the Services, the Buyer must comply with all reasonable Buyer requirements and policies (such requirements and policies to be disclosed to the Buyer in advance of or on the date of signature of this Call-Off Contract), and promptly return the Buyer property at the end of the Call-Off Contract Term or before if requested. Buyer will retain a list of applicable Buyer property that is passed to the Supplier and shall confirm at the end of the Call-Off Contract that all Buyer property has been returned pursuant to the list to discharge the Supplier's obligation under this obligation.</p>																		
Alternative clauses:	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>None used.</p>																		
Buyer specific amendments to/refinements of the Call-Off Contract terms:	<p>References to sections below refer to sections in the Amazon Web Service EMEA SARL – Supplier Terms which can be found at https://assets.digitalmarketplace.service.gov.uk/g-cloud-11/documents/93253/283310623793907-terms-and-conditions-2019-05-22-1324.pdf</p> <p>In the event of any conflict, inconsistency or ambiguity between the below listed sections of the Supplier Terms and the related provisions of the Order Form ("OF"), Framework Agreement ("FA") or clauses of the Call-Off Contract ("CO") (collectively for the purpose of this Call-Off Contract the "G-Cloud Terms"), the latter will prevail as per the table below and in accordance with the order of precedence set in Clause 8.3 of the Framework Agreement.</p> <table border="1"> <tr> <th>Supplier Terms section number:</th><th>G-Cloud Term/s</th></tr> <tr> <td>2.1 (Changes to the Services)</td><td>FA 3.7 and 3.10</td></tr> <tr> <td>2.2 (Changes to the Service Level Agreements)</td><td>FA 3.7 and 3.10</td></tr> <tr> <td>7.1 (Term)</td><td>Call Off 18 and 19</td></tr> <tr> <td>7.2 (Termination)</td><td>Call Off 18 and 19</td></tr> <tr> <td>7.3 (Effect of Termination)</td><td>Call Off 18 and 19</td></tr> <tr> <td>9.2(a) and (d) (Intellectual Property)</td><td>Call Off 11.5 to 11.8</td></tr> <tr> <td>11 (Limitations of Liability)</td><td>Call Off 24.1, FA4.2 to 4.7</td></tr> <tr> <td>12 (Modifications to the Agreement)</td><td>FA 3.7 and 3.10 and Call Off 32</td></tr> </table>	Supplier Terms section number:	G-Cloud Term/s	2.1 (Changes to the Services)	FA 3.7 and 3.10	2.2 (Changes to the Service Level Agreements)	FA 3.7 and 3.10	7.1 (Term)	Call Off 18 and 19	7.2 (Termination)	Call Off 18 and 19	7.3 (Effect of Termination)	Call Off 18 and 19	9.2(a) and (d) (Intellectual Property)	Call Off 11.5 to 11.8	11 (Limitations of Liability)	Call Off 24.1, FA4.2 to 4.7	12 (Modifications to the Agreement)	FA 3.7 and 3.10 and Call Off 32
Supplier Terms section number:	G-Cloud Term/s																		
2.1 (Changes to the Services)	FA 3.7 and 3.10																		
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11 (Limitations of Liability)	Call Off 24.1, FA4.2 to 4.7																		
12 (Modifications to the Agreement)	FA 3.7 and 3.10 and Call Off 32																		

13.1 (Assignment)	FA 8.32 to 8.35
13.2 (Entire Agreement)	FA 8.7 to 8.9
13.3 (Force Majeure)	Order Form (Force majeure) and definition of Force majeure at Schedule 6 of Call-Off
13.4 (Governing Law)	FA 8.10
13.5 (Disputes)	FA 8.10 and 8.64-8.77
13.9 (Confidentiality and Publicity)	FA 8.49-8.51, 8.78 to 8.86
13.13 (No Waivers)	FA 8.87 to 8.88
13.14 (Severability)	FA 8.62 to 8.63

The Parties agree that the above is not an exhaustive list. Therefore any other section(s) within the Supplier Terms not listed above which conflict with or is inconsistent with or ambiguous with the G-Cloud Terms and shall be interpreted in accordance with the order of precedence set out in Clause 8.3. The Parties agree that where the G-Cloud Terms are silent on any particular section set out in the Supplier Terms and there is no conflict or ambiguity, then the relevant section of the Supplier Terms shall apply. The Parties agree (at the Buyer's request) that the following Supplier Terms sections are amended as follows:

Notwithstanding any other documents which may be referred to in this Call-Off Contract the G-Cloud Terms take precedent in relation to any applicable data or information that relates to HMRC's use of the Service Offerings or any public disclosure requirements. Any appropriate disclosure shall be dealt with by Section 8.18 to 8.27 (Freedom of Information) and Section 7.1 and 7.2 (Transparency and Access to Records) of the Framework Agreement.

3.2 Security and Data Privacy. Section 3.2 of the Supplier Terms is deleted and replaced with the following:

"You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) subject to Section 3.3, move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2 and we will:

- (a) use commercially reasonable efforts to object to any such demands from law enforcement that we deem overbroad or otherwise inappropriate; and*
- (b) use commercially reasonable efforts to disclose only the minimum amount of Your Content necessary to satisfy such legal requirement or order.*

We will consult with the Customer when it is practicable to do so and seek to take into account the Customer's views when proceeding under (a) or (b) above.

We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

For the avoidance of doubt, where Customer Data is involved, Section 3 of the AWS GDPR Data Processing Addendum shall supersede this Section in the event of any conflict."

6 (Temporary Suspension). *Section 6 of the Supplier Terms shall have the following insertion at the end of the paragraph:*

"AWS will only limit Customer's right to access or use the instances, data or portions of the Service Offerings (within the relevant Customer account(s)) that caused the security or liability risk or threat. AWS will restore Customer's access and use rights promptly after Customer has resolved the issue giving rise to the limitation. AWS will use commercially reasonable efforts to provide Customer with as much prior Notice as is practicable under the circumstances before limiting access and use rights under this Section 6. The Parties acknowledge that the Supplier must not suspend the supply of the G-Cloud Services as set out in Clause 7.10 of the Call Off Contract. If the temporary limitation prevents Customer from resolving the issue, AWS will work with Customer in good faith to identify a means to resolve the issue (which might include providing Customer with access to limited Customer Content). Upon Customer's request, if Customer is then enrolled in AWS Support at the Enterprise level, AWS will make personnel available to discuss potential remediation actions that can be taken to avoid future limitations."

9 (Indemnification). *Section 9 of the Supplier Terms shall be deleted and replaced as follows:*

"9.1 Indemnification. You will defend and indemnify us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates. Customer's obligations under this Section 9.1 will not apply to the extent the Losses or third-party claim are caused by AWS's breach of this Agreement."

10 (Disclaimers) *Section 10 of the Supplier Terms shall include the following at the end of the section:*

	<p><i>"10.1 AWS Warranties. AWS represents and warrants to Customer that the Services will perform materially in accordance with the Documentation."</i></p>
Public Services Network (PSN):	<p>The Public Services Network (PSN) is the Government's secure network. If the G-Cloud Services are to be delivered over PSN this should be detailed here:</p> <p>Not applicable.</p>
Personal Data and Data Subjects:	<p>Reference: the Suppliers GDPR Data Processing Addendum can be found at Appendix 3 in the Supplier Terms (which for the avoidance of doubt do not take precedence over the G-Cloud Terms) which can be found at:</p> <p>https://assets.digitalmarketplace.service.gov.uk/g-cloud-11/documents/93253/283310623793907-terms-and-conditions-2019-05-22-1324.pdf</p> <p>No Personal Data will be Processed under this Call-Off Contract.</p> <p>Will Schedule 7 – Processing, Personal Data and Data Subjects be used:</p> <p>Not used.</p>

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[Redacted information]	[Redacted information]
Title:	[Redacted information]	[Redacted information]
Signature:	[Redacted information]	[Redacted information]
Date:	[Redacted information]	[Redacted information]

Schedule 1 – Services

For the purpose of this Order Form under this Call-Off Contract the following are services available to the Buyer:

G-Cloud 11 - Amazon Web Services EMEA SARL	DM Service ID
AWS Professional Services (ProServe) 50 applications in 50 days	5733 9663 7471 206
AWS Professional Services (ProServe) Account Vending Machine (AVM) Implementation	1394 0800 9341 478
AWS Professional Services (ProServe) Active Directory Federation Services	5804 2590 6235 446
AWS Professional Services (ProServe) Active Directory Provisioning	1795 5593 7704 176
AWS Professional Services (ProServe) AI / ML on AWS	5455 3519 2195 550
AWS Professional Services (ProServe) Amazon AppStream	5961 6811 4827 426
AWS Professional Services (ProServe) Amazon Connect	4720 2825 8206 904
AWS Professional Services (ProServe) Amazon Elasticsearch Service Migration	6151 6209 6484 646
AWS Professional Services (ProServe) Amazon Redshift Optimisation	1795 5580 5544 647
AWS Professional Services (ProServe) Amazon Workspaces	3533 0375 6091 641
AWS Professional Services (ProServe) Amazon WorkSpaces and ServiceNow Integration	3697 23083 333 051
AWS Professional Services (ProServe) Analytics on IoT data	9717 3042 2117 678
AWS Professional Services (ProServe) Apache Hbase Migration	9283 6352 1918 950
AWS Professional Services (ProServe) Application Architecture & Design Planning	8348 5473 5320 609
AWS Professional Services (ProServe) Apps on AWS Managed Services	4839 5742 8363 009
AWS Professional Services (ProServe) AppSync For Data Driven Mobile / Web Apps	6680 2484 5422 218
AWS Professional Services (ProServe) Automate AWS Provisioning and Configuration	8488 2008 7645 393
AWS Professional Services (ProServe) AWS Application Assessment	1364 2756 6627 900
AWS Professional Services (ProServe) AWS Applications Accelerator	2041 0324 2833 367
AWS Professional Services (ProServe) AWS Automation Accelerator	9086 0888 4477 435
AWS Professional Services (ProServe) AWS Cloud Operations Accelerator	3239 8143 2854 577
AWS Professional Services (ProServe) AWS Containers Launch Offering	5608 6841 7735 433
AWS Professional Services (ProServe) AWS Data Analytics Assessment	7925 8097 0771 253
AWS Professional Services (ProServe) AWS Digital Innovation Program	2468 5033 0760 188
AWS Professional Services (ProServe) AWS Landing Zone	8312 0170 8881 882
AWS Professional Services (ProServe) AWS Network Accelerator	2886 1576 1922 858
AWS Professional Services (ProServe) AWS Portfolio Assessment	3378 3004 4074 023
AWS Professional Services (ProServe) AWS Remote Consulting Service (RCS)	8903 6916 7415 167
AWS Professional Services (ProServe) AWS ServiceNow Integration Foundation	8431 7398 3969 206
AWS Professional Services (ProServe) AWS Training and Skills Assessment	4956 5651 0650 073
AWS Professional Services (ProServe) Big Data Security Assessment	9793 9561 7813 097
AWS Professional Services (ProServe) Building GxP Compliance On AWS	8884 8212 0347 278
AWS Professional Services (ProServe) Business Case Accelerator	8966 8585 3121 952

AWS Professional Services (ProServe) Centralised Data Logging - Align	7136 6258 6766 715
AWS Professional Services (ProServe) Centralised Data Logging - Launch	8694 9845 9423 316
AWS Professional Services (ProServe) Citrix on AWS	7771 9926 8327 348
AWS Professional Services (ProServe) Cloud Adoption Framework (CAF) Alignment Workshop	7914 11503 663 997
AWS Professional Services (ProServe) Cloud Adoption Framework (CAF) Envisioning Workshop	4415 6819 8581 734
AWS Professional Services (ProServe) Cloud Journey Simulation	3007 4751 0790 582
AWS Professional Services (ProServe) Cloud Self-Service Portal with AWS Service Catalog	5356 8831 0076 599
AWS Professional Services (ProServe) Contact Centre on AWS	6567 2352 7137 627
AWS Professional Services (ProServe) Continuous Compliance	5793 2424 6720 750
AWS Professional Services (ProServe) Continuous Integration/Continuous Deployment CI/CD Accelerator	6410 9653 7887 864
AWS Professional Services (ProServe) Conversational Interfaces	7282 4869 0537 604
AWS Professional Services (ProServe) Data Science on AWS workshop	8413 2857 0809 120
AWS Professional Services (ProServe) DevOps on AWS	4412 3714 5944 520
AWS Professional Services (ProServe) DevSecOps on AWS Workshop	8121 9900 9284 940
AWS Professional Services (ProServe) Envision Engineering Center (EEC) Proof of Concept	6600 0336 1307 723
AWS Professional Services (ProServe) Executive Security Simulation	2003 3012 6860 325
AWS Professional Services (ProServe) Executive Security Workshop	7521 2775 6940 626
AWS Professional Services (ProServe) Golden AMI Pipeline Implementation	7235 7523 4114 625
AWS Professional Services (ProServe) Greengrass Deep Dive and Lab	7950 865 34059 722
AWS Professional Services (ProServe) IoT Discovery	4157 3797 9544 449
AWS Professional Services (ProServe) Life Sciences Manufacturing on AWS	2605 5869 6280 573
AWS Professional Services (ProServe) Microservices Conversion	5088 2228 6122 464
AWS Professional Services (ProServe) Microservices Enablement and Discovery	5125 9727 1167 086
AWS Professional Services (ProServe) Microsoft SQL Server on Amazon EC2 Expert Services	6214 1214 0851 218
AWS Professional Services (ProServe) Migration Readiness and Planning	4270 6280 1626 228
AWS Professional Services (ProServe) Migration Readiness Assessment	3063 5953 5078 514
AWS Professional Services (ProServe) Mobile on AWS accelerator	7193 1009 3754 417
AWS Professional Services (ProServe) Mobile on AWS workshop	4607 7601 0883 861
AWS Professional Services (ProServe) Oracle on AWS accelerator	3735 3018 6238 174
AWS Professional Services (ProServe) People, Organisation & Operating Model Workshop	1513 6779 5470 173
AWS Professional Services (ProServe) Privacy By Design	3816 3604 3774 067
AWS Professional Services (ProServe) Provisioning With ServiceNow Foundation	6488 4877 9455 972
AWS Professional Services (ProServe) Rapid GxP Compliant Apps on AWS	8589 8648 8984 081
AWS Professional Services (ProServe) Real World Evidence (RWE)	7739 3825 3443 162
AWS Professional Services (ProServe) Resident Advisor	9499 7722 2867 593
AWS Professional Services (ProServe) Risk Governance Strategy	7071 6727 7743 172
AWS Professional Services (ProServe) SAP HA on AWS Discovery	6001 7636 0211 079

AWS Professional Services (ProServe) SAP on AWS	1241 9804 4463 014
AWS Professional Services (ProServe) SAP on AWS Discovery Workshop	7293 8998 3071 199
AWS Professional Services (ProServe) Security Assessment	4645 9784 5093 070
AWS Professional Services (ProServe) Security Incident Response Simulation	8256 4356 4789 602
AWS Professional Services (ProServe) ServiceNow Integration, Maturity, and Roadmap	1873 2835 4934 746
AWS Professional Services (ProServe) Store Protect and Optimise (SPO) Your Healthcare Data	1885 4225 1289 494
AWS Professional Services (ProServe) Video On Demand	2532 9883 2775 925
AWS Professional Services (ProServe) Well Architected on AWS Optimisation	4270 0994 7625 975

The detailed technical description is found in Supplier's Service Description documents on the Digital Marketplace as set out in Lot 3 Professional Services, available here:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-11/documents/93253/253298832775925-service-definition-document-2019-05-21-1555.pdf>

Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

The Charges for Lot 3 AWS Professional Services shall be calculated in accordance with Suppliers Pricing Document found on the Digital Marketplace at the below link.

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-11/documents/93253/253298832775925-pricing-document-2019-05-21-1555.pdf>

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 4.1 (Warranties and representations)
 - 4.2 to 4.7 (Liability)
 - 4.11 to 4.12 (IR35)
 - 5.4 to 5.5 (Force majeure)
 - 5.8 (Continuing rights)
 - 5.9 to 5.11 (Change of control)
 - 5.12 (Fraud)
 - 5.13 (Notice of fraud)
 - 7.1 to 7.2 (Transparency)
 - 8.3 (Order of precedence)
 - 8.4 (Relationship)
 - 8.7 to 8.9 (Entire agreement)
 - 8.10 (Law and jurisdiction)
 - 8.11 to 8.12 (Legislative change)
 - 8.13 to 8.17 (Bribery and corruption)
 - 8.18 to 8.27 (Freedom of Information Act)
 - 8.28 to 8.29 (Promoting tax compliance)
 - 8.30 to 8.31 (Official Secrets Act)
 - 8.32 to 8.35 (Transfer and subcontracting)

- 8.38 to 8.41 (Complaints handling and resolution)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)
- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

Both Parties agree that when entering into a Call-Off Contract they:

- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
- are confident that they can fulfil their obligations according to the Call-Off Contract terms
- have raised all due diligence questions before signing the Call-Off Contract

- have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off

Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- during this Call-Off Contract, Subcontractors hold third--party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - all agents and professional consultants involved in the Services hold employers liability

insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- a broker's verification of insurance
 - receipts for the insurance premium
 - evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - promptly notify the insurers in writing of any relevant material fact under any insurances
 - hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- premiums, which it will pay promptly
 - excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.78 to 8.86. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
 - substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
- only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
- take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

The Supplier must not remove any proprietary notices in the Buyer Data.

13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.3 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements in the Order Form.

13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/collection/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

[practice](#)

- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
 - Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier

can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

- Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

- 16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:
- an executed Guarantee in the form at Schedule 5
 - a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will

indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
 - an Insolvency Event of the other Party happens
 - the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- any rights, remedies or obligations accrued before its Ending or expiration

- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.87 to 8.88 (Waiver and cumulative remedies)
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- work with the Buyer on any ongoing work
- return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

Manner of delivery	Deemed time of delivery	Proof of service
Email	gam on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer

- there will be no adverse impact on service continuity
- there is no vendor lock-in to the Supplier's Service at exit
- it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
 - Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
 - Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- comply with any security requirements at the premises and not do anything to weaken the

security of the premises

- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- the activities they perform
 - age
 - start date
 - place of work
 - notice period
 - redundancy payment entitlement
 - salary, benefits and pension entitlements
 - employment status
 - identity of employer
 - working arrangements
 - outstanding liabilities
 - sickness absence
 - copies of all relevant employment contracts and related documents
 - all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- its failure to comply with the provisions of this clause
 - any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- work proactively and in good faith with each of the Buyer's contractors
 - co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.57 and 8.58 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.57 and 8.58 are reproduced in this Call-Off Contract document at schedule 7

Schedule 3 - Collaboration agreement

Not used.

Schedule 4 - Alternative clauses

Not used.

Schedule 5 - Guarantee

Not used.

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none">• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes• created by the Party independently of this Call-Off Contract, or

	For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged Processing on the

	protection of Personal Data.
Data Protection Legislation (DPL)	<p>Data Protection Legislation means:</p> <ul style="list-style-type: none"> i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy; iii) (iii) all applicable Law about the Processing of personal data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner .
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected

	<p>Party</p> <ul style="list-style-type: none"> riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare acts of government, local government or Regulatory Bodies fire, flood or disaster and any failure or shortage of power or fuel industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.11 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 .
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.

Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> • 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 • 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 • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	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, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR
Processor	Takes the meaning given in the GDPR.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage

	<p>to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third-party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security Management Plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.

Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7 - GDPR Information

Not used as there is no Buyer Data being processed under the Call-Off Contract.