



G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-Cloud 13 Call-Off Contract

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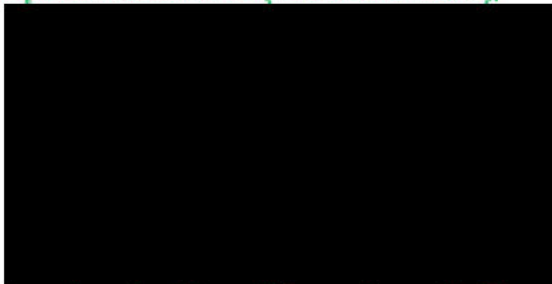
This form has been provided by Amazon Web Services EMEA SARL, UK Branch ("Supplier" or "AWS") to accommodate the procurement process for G-Cloud Framework 13. Supplier has prepopulated the form for the benefit of the Buyer with terms found in **green**. Fields marked highlighted in **yellow** are to be completed by the Buyer, and fields in **grey** are to be completed by the Supplier.

This is a legally binding document and therefore the Buyer should seek its own independent legal advice if there is any doubt in respect to the terms set out in this document.

If there are any questions about completing this form, please contact: aws-gcloud@amazon.com

Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

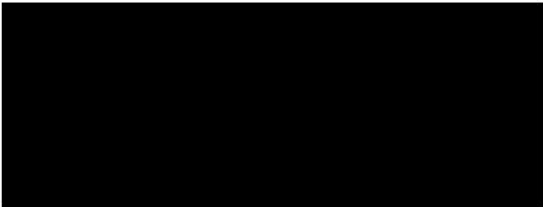
Platform service ID number	As listed in Schedule 1
Call-Off Contract reference	CON_6767
Call-Off Contract title	Amazon Web Services (One Government Value Agreement)
Call-Off Contract description	Provision of AWS cloud hosting, software and support, under the One Government Value Agreement (OGVA).
Start date	01/10/2024
Expiry date	30/09/2027
Call-Off Contract value	<p>The value of the Buyer's estimated spend under this Call-Off Contract is 150% of the Spend Commitment (as defined below).</p>  <p>together, the "Spend Commitment". The Spend Commitment shall be the minimum spend in this Call-Off Contract.</p> <p>To the extent that the Buyer's use of the Services exceeds the value for any Year, the Buyer shall be liable to the Supplier for such additional sums, in accordance with the processes set out in Part B Clause 7.</p>
Charging method	Invoice
Purchase order number	To be confirmed

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

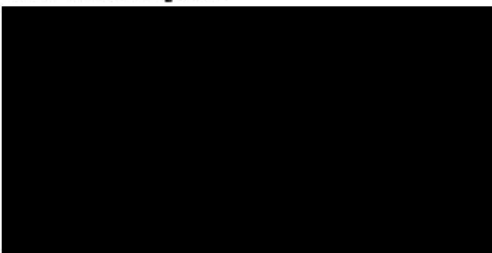
The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

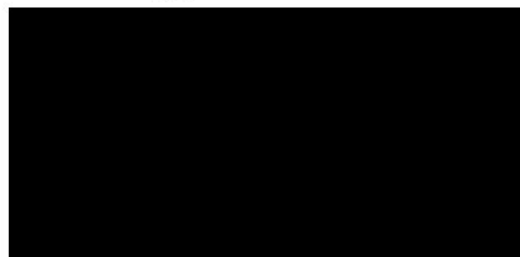
From the Buyer	<p>Buyer's name: Department for Energy Security and Net Zero</p> <p>Buyer's phone: Click or tap here to enter text.</p> <p>Buyer's main address</p> <p>3-8 Whitehall Place</p> <p>London</p> <p>SW1A 2AW</p> <p>Click or tap here to enter text.</p>
To the Supplier	<p>Supplier's name: Amazon Web Services EMEA SARL, UK Branch</p> <p>Supplier's phone: N/A</p> <p>Supplier's address:</p> <p>1 Principal Place</p> <p>Worship Street</p> <p>London</p> <p>EC2A 2FA</p> 
Together the 'Parties'	

Principal contact details

For the Buyer:



For the Supplier:



Call-Off Contract term

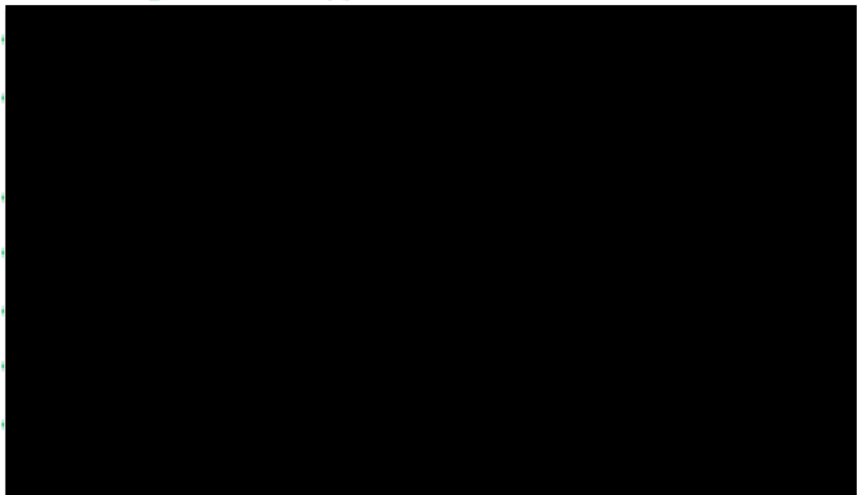
Start date	This Call-Off Contract Starts on 01/10/2024 and is valid for 36 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for zero of up to zero months, by giving the Supplier no written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

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 1: Cloud hosting • Lot 2: Cloud software • 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 Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> • Lot 1: Cloud compute infrastructure • Lot 2: BYOL Service • Lot 3: AWS Support, Managed Service, ProServe and Training <p>The Buyer will receive a discount on the service charges in accordance with the mechanism set out in the OGVA2.0 Addendum for use of the Supplier's Services specified in Schedule 1.</p> <p>It is acknowledged that Supplier is unable to and has no responsibility in terms of limiting Buyer to a maximum quantity or value of Services purchased under this Call-Off Contract.</p> <p>Supplier Services will not include any Projects Specific IPRs or Background IPR that could be embedded in any potential Projects Specific IPRs.</p> <p>Buyer acknowledges that the Audit and inspection referenced in Section 7.4 to 7.13 of the Framework Agreement is limited to the information and documentation relating to this Call-Off Contract and the Buyer does not have a right to audit or inspect of the Supplier's physical infrastructure (i.e. datacenter). Buyer can request (where applicable under NDA) an independent audit report in respect of the operations of the Supplier's physical infrastructure.</p>
Additional Services	No additional services
Location	<p>The Services will be delivered to from the Supplier region(s) selected by Buyer upon each account creation.</p> <ul style="list-style-type: none"> • Buyer is responsible for selecting the appropriate Supplier region. Supplier will not alter Buyer's selection. • Buyer will specify the Supplier region(s) where Buyer Data will be processed. Supplier will not move Buyer Personal Data unless described in the AWS Data Protection

	Addendum attached hereto in Appendix 2 to the Supplier Terms (the "GDPR DPA").
Quality Standards	The quality standards required for this Call-Off Contract are included in Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Platform Application.
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are included in Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Platform Application.</p> <p>Buyer AI Ethical Standards: None</p> <p>Supplier Staff Vetting Requirements:</p> <p>No Staff Vetting Requirements</p>
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are included in Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Platform Application.
Onboarding	<p>The onboarding plan for this Call-Off Contract is:</p> <p>The Call-Off order will be tracked by a Supplier Account Manager. Buyer shall create an account and inform the Supplier Account Manager of the following:</p> <ul style="list-style-type: none"> • Buyer's Name and Address • AWS Account ID • Buyer PO Number (where applicable) <p>Buyer must provide all necessary information requested in the first two bullets above so that the Supplier Account Manager can accept the Buyer's allocated PO Number. No Buyer PO Number will be accepted otherwise.</p> <p>For Professional Services and/or Training Services only, 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	The offboarding plan for this Call-Off Contract is Buyer may terminate the relationship 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>The Buyer agrees and acknowledges that the for the purpose of the exit plan requirements at clauses 21.3 to 21.8, the following provisions in this Offboarding section shall constitute the additional exit plan requirements and shall be the Buyer's sole exit plan.</p> <p>Following termination or expiry of this Call-Off Contract and a written request from the Buyer to the Supplier, the Supplier is able to provide the following services to support the Buyer in transitioning from the Supplier's cloud service:</p>  <p>The Buyer is required, in the written notice to the Supplier, to explicitly identify which of the services listed above it will require. The service level agreements, technical standards and quality standards for the services listed above are set out in the documents listed in Schedule 1 to this Call-Off Contract and available on the Digital Marketplace.</p> <p>Following termination or expiry of this Call-Off Contract, if requested by the Buyer, the Supplier shall also provide the following support to the Buyer:</p> <ul style="list-style-type: none">• information setting out the processes that the Buyer can use to export data and images from standardized services that will enable a Buyer to initiate exiting a cloud environment in a self-service manner;• provide portability tools and services to help migrate to and from the Supplier's cloud infrastructure;• a broad set of standardized features and services, which Buyers can use as building-blocks to create their bespoke exit plans, together with readily available documentation as to how to use these services;• information to enable Buyer virtual machine images to be downloaded and ported to an alternative cloud provider or to a different environment; and/or instructions on how to retrieve content from a particular Supplier service to enable Buyer to
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	delete any content and terminate all Supplier services in their account.
Collaboration agreement	Buyer does not require Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed the actual amount paid under this Call-Off Contract for the Service(s) that gave rise to the claim during the 12 months preceding the claim. Notwithstanding the foregoing, for the first 12 months following the Start Date, the annual aggregate liability under this Call-Off Contract of either Party will not be less than £1,000,000 (one million pounds sterling).</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed the actual amount paid under this Call-Off Contract for the Service(s) that gave rise to the claim during the 12 months preceding the claim. Notwithstanding the foregoing, for the first 12 months following the Start Date, if the actual amount paid under this Call-off Contract is less than the amount payable in the first 12 months from the Start Date, the annual aggregate liability for Buyer Data defaults under this Call-Off Contract of either Party will not be less than the amount payable in the first 12 months from the Start Date.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of the actual amount paid under this Call-Off Contract for the Service(s) that gave rise to the claim during the 12 months preceding the claim. Notwithstanding the foregoing, for the first 12 months following the Start Date, the annual aggregate liability under this Call-Off Contract of either Party will not be less than £1,000,000 (one million pounds sterling).</p> <p>Supplier will have obligations and liability under Clause 11.6 for an IPR Claim (where a final award has been made by a competent court of law) caused solely by the infringement of an unaffiliated third party's intellectual property rights solely by the Services (i.e. no obligations or liability for infringement by combinations of the Services with any other product, service, software, data or method not supplied by Supplier). Further, Supplier will have no obligations or liability under Section 11.7 for an IPR Claim arising from:</p> <p>(i) Buyer's use of the Services after Supplier has notified Buyer to discontinue such use;</p>

	<ul style="list-style-type: none"> (ii) any unauthorized use or modification of the Services; (iii) any use of the Services, or any other act, by Buyer that is in breach of this Agreement; (iv) any claim of inducement or contributory infringement; or (v) any claim of wilful infringement directed at anyone other than Supplier.
Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 2 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
Buyers responsibilities	<p>The Buyer is responsible for:</p> <p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Selecting the appropriate Supplier region. • Reporting any Account IDs that will be governed by the terms of this Call-Off Contract and Framework Agreement to [REDACTED] • Properly configure and use the Service Offerings in a manner that provides security and redundancy of its Buyer Data • Adhere to Supplier's acceptable use policy [REDACTED] In the event Buyer does not adhere to the acceptable use policy then, to the extent practicable, Supplier will: (i) only suspend Buyer's right to access or use those instances, data, or portions of the Service Offerings that caused the suspension; and (ii) limit the suspension to those Buyer accounts that caused the suspension. • Satisfy itself that Supplier's environmental policy [REDACTED] meets its requirements prior to entering into the Call-Off Contract <p>Additional Buyer Dependencies:</p> <ul style="list-style-type: none"> • If Buyer Data contains Buyer Personal Data, Buyer:

	<ul style="list-style-type: none"> (i) agrees that the GDPR DPA, set out in the Supplier Terms, shall apply in addition to Clause 33 of this Call Off Contract; (ii) shall implement the minimum architecture requirements referenced in Annex 2 of the GDPR DPA; and (iii) shall refer to the provisions set out in clause 10.4 of the GDPR DPA regarding the information that Supplier makes available to Buyer for the purposes of assisting Buyer's Data Protection Impact Assessment. <ul style="list-style-type: none"> • Buyer agrees that an indemnity claim under clause 10.1 of this Call-Off Contract is only valid if and to the extent that: (i) the Losses that are subject to the claim are reasonably foreseeable at the Start Date; and (ii) Buyer has taken all reasonable steps to mitigate such Losses in accordance with clause 4.2 of the Framework Agreement. • Buyer retains control and ownership of its data. Buyer can retrieve Buyer Data from Supplier Services up to 90 days post-termination. Buyer shall continue to pay any applicable Charges for any post-termination use of the Service Offerings and all other amounts due. • During the Term, the Buyer grants to the Supplier a non-exclusive, worldwide, royalty-free right and licence to use the Buyer's name to identify the Buyer as a Supplier customer. • During the Term, the Supplier may also request the Buyer to grant to the Supplier a non-exclusive, worldwide, royalty-free right and licence to use the Buyer's logo (provided promptly by the Buyer to the Supplier, upon the Supplier's request) to identify the Buyer as a Supplier customer on the Supplier's website and on public sector related marketing collateral. The Buyer's consent to such a request will not be unreasonably withheld or delayed. The Buyer may, acting reasonably, terminate the licence to the Buyer's logo provided as described above, by giving the Supplier at least 30 days' written notice. • Upon expiry or termination of the licences, the Supplier will use reasonable endeavours to remove the Buyer's name and logos from the Supplier's website and, where it is reasonably practicable for the Supplier to do so, from other public sector related marketing collateral that is within the control of the Supplier and is still intended for active future use by the Supplier. The Supplier's license to use the Buyer's name and logos will continue to exist, and the Supplier may continue to use the Buyer's name and logos, in any other items produced before termination of the relevant licence where the Supplier
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	<p>is not reasonably able to remove the Buyer's name or logos from such material.</p> <ul style="list-style-type: none"> • The Supplier will seek consent to use the Buyer's name and logo in a case study relating to Buyer's use of the Services supplied under this Call-Off Contract. The Supplier and the Buyer shall collaborate on the production of a case study and the Supplier will issue such case study to the Buyer to obtain Buyer's written consent for its publication, such consent shall not be unreasonably withheld or delayed. • Neither Party shall disclose the terms of this Call-Off Contract or publish this Call-Off Contract without the express prior written consent of the other Party. • In the event of a Supplier Default the Buyer may only End this Call-Off Contract where the Supplier Default remains uncured for a period of thirty (30) days from receipt of a notice from the Buyer. • Buyer shall be enrolled in AWS Support (as further described in the OGVA2.0 Addendum) during the Term.
Buyers equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes No Buyer's Equipment</p> <p>Reason Not applicable.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners: None</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 monthly in arrears.
Invoice details	<p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p> <p>Amazon Web Services EMEA SARL administers invoicing on behalf of its UK branch office; Amazon Web Services EMEA SARL, UK Branch. Please see:  for details.</p> <p>For invoice details and process concerning the AWS Elastic Disaster Recovery (formerly Cloud Endure DR) Service please refer to the applicable Service Description document listed in Schedule 1.</p>
Who and where to send invoices to	Invoices will be sent to  and 
Invoice information required	All invoices must include DESNZ contract reference number con_6767
Invoice frequency	Invoice will be sent to the Buyer monthly
Call-Off Contract value	<p>The total value of this Call-Off Contract is</p> <p>The value of the Buyer's estimated spend under this Call-Off Contract is 150% of the Spend Commitment (as defined below), </p> <p>and together, the "Spend Commitment". The Spend Commitment shall be the minimum spend in this Call-Contract.</p> <p>To the extent that the Buyer's use of the Services exceeds the value for any Year, the Buyer shall be liable to the Supplier for such additional sums, in accordance with the processes set out in Part B Clause 7.</p>

Call-Off Contract charges	The breakdown of the Charges is found in the Suppliers pricing documents on the Platform Application
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Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> As detailed in the Service Description documents on the Platform Application for the Services as listed in Schedule 1.
Guarantee	Not used
Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that No additional warranties or representations
Supplemental requirements in addition to the Call-Off terms	<p>Within the scope of the Call-Off Contract, the Supplier will</p> <ul style="list-style-type: none"> Implement reasonable and appropriate measures designed to help Buyer secure their Service Data against accidental or unlawful loss, access or disclosure. 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. Supplier is not in a position to determine whether Buyer's instructions infringe the Data Protection Legislation given the automated nature of the Supplier's Services. However, in the unlikely event that Supplier does form an opinion that such instructions infringe the GDPR, it shall immediately inform Buyer of such an opinion, in which case Buyer is entitled to withdraw or modify its processing instructions and may terminate this Call-Off Contract. Supplier can provide Protective Measures which are detailed at clause 5 of the GDPR DPA. Supplier's security breach notification process is set out in Clause 9 of the GDPR DPA for Buyer. Supplier will provide prior information to Buyer if Supplier authorizes and permits any new subcontractor to access any Buyer Personal Data. Buyer can find information on subprocessors at: https://aws.amazon.com/compliance/sub-processors.

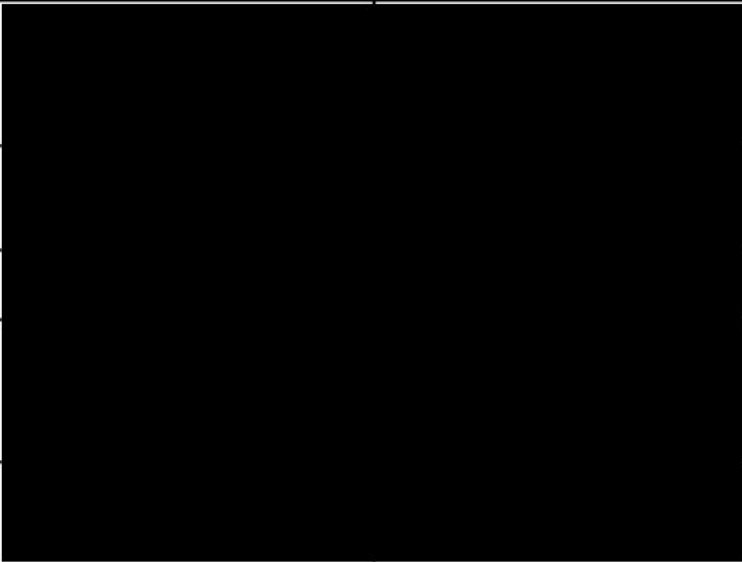
	<ul style="list-style-type: none"> Supplier will not (a) disclose Buyer Data to any government or third party or (b) subject to Section 3.2 of the Supplier Terms, move Buyer Data from the AWS regions selected by Buyer, except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, Supplier will give you notice of any legal requirement or order referred to in this section. OGVA2.0 Addendum provisions apply.
Alternative clauses	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>No alternative clauses are required</p>
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>Within the scope of the Call-Off Contract, the Supplier will</p> <p>No Buyer specific amendments are required</p>
Personal Data and Data Subjects	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used:</p> <p>Schedule 7, Annex 1 will apply</p> <p>Supplier's GDPR DPA can be found at Appendix 3 to the Supplier Terms.</p>
Intellectual Property	<p>Supplier Services will not include any Projects Specific IPRs or Background IPR that could be embedded in any potential Projects Specific IPRs.</p>
Social Value	Not used

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 (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

Signed	
Name	
Title	
Signature	
Date	

- 2.2 The Buyer provided an Order Form for Services to the Supplier.