



Crown
Commercial
Service

G-CLOUD 8 CALL-OFF CONTRACT

This form has been provided by Amazon Web Services, Inc. ("Supplier") to accommodate the procurement process for G-Cloud Framework 8. AWS 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. Subsequent variations provided by CCS are noted in blue highlights.

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

This Call-Off Contract for the G-Cloud 8 Framework Agreement (RM1557viii) includes:

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Part A - Order Form

Buyer	Cabinet Office
Service reference	Infrastructure as a Service, Amazon Elastic Compute Cloud (Amazon EC2), Service ID: 326828891896905
Supplier	Amazon Web Services, Inc.
Call-Off Contract ref.	WP1156
Call-Off Contract title	Amazon Web Services
G-Cloud Framework No.	8
Call-Off Contract description	The team requires an infrastructure supplier to host the production and test environments for the Government as a Platform (GAAP) Programme.
Start date	2016-01-07
End date	2017-06-30
Call-Off Contract value	Approximate Value ~ 746756.14 (\$USD)
Charging method	Invoice
Purchase order No.	

This Order Form is issued in accordance with the G-Cloud 8 Framework Agreement (RM1557viii).

This Order Form may be used by Buyers to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any supplementary terms that materially change the Deliverables offered by the Supplier and defined in the Tender documents, such as the Service Definition and the Supplier Terms.

There are terms within the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with the use of square brackets e.g. "[this is a term you can alter]".

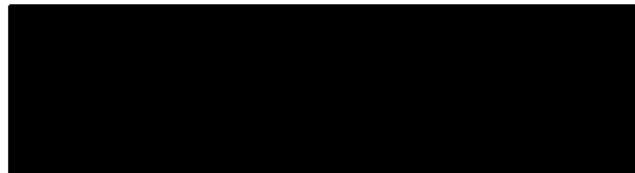
Project reference: WP1156

Buyer reference: WP1156

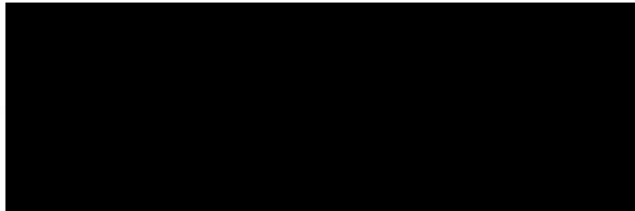
Order date: [REDACTED]

Purchase order: TBA

From: the Buyer



To: the Supplier



Together: the "Parties"

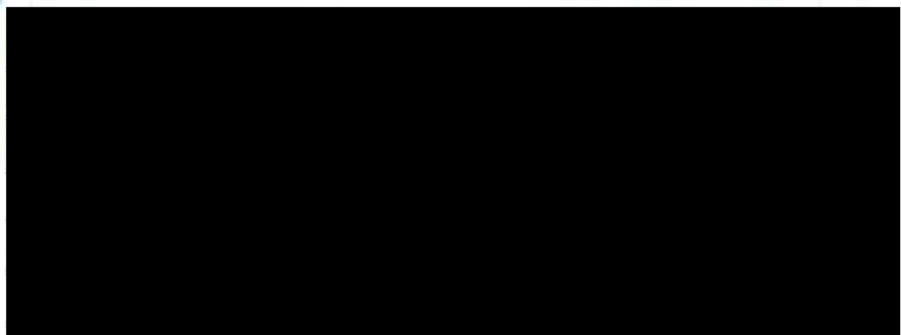
Principle contact details

For the Buyer: Name & title:
Email:

Phone:

For the supplier: Name & title:
Email:

Phone:



Call-off contract term

Commencement date: This Call-Off Contract commences on 2016/06/31 and is valid for 12 months.

Termination: In accordance with Call-Off Contract clause 23 the notice period required for Termination 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 termination without cause.

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 utilized by Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract.

G-Cloud 8 Lot

This Call-Off Contract is for the provision of Services under [Lot 1 IaaS](#).

G-Cloud 8 services required:

The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 and outlined below:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Amazon API Gateway | <input checked="" type="checkbox"/> Amazon Relational Database Service (Amazon RDS) |
| <input checked="" type="checkbox"/> Amazon Aurora | <input checked="" type="checkbox"/> Amazon Route 53 |
| <input checked="" type="checkbox"/> Amazon Auto Scaling | <input checked="" type="checkbox"/> Amazon Simple Notification Service (Amazon SNS) |
| <input checked="" type="checkbox"/> Amazon CloudFront | <input checked="" type="checkbox"/> Amazon Simple Storage Service (Amazon S3) |
| <input checked="" type="checkbox"/> Amazon CloudSearch | <input checked="" type="checkbox"/> Amazon Storage Gateway |
| <input checked="" type="checkbox"/> Amazon CloudWatch | <input checked="" type="checkbox"/> Amazon Virtual Private Cloud (Amazon VPC) |
| <input checked="" type="checkbox"/> Amazon Cognito | <input checked="" type="checkbox"/> Amazon WorkDocs |
| <input checked="" type="checkbox"/> Amazon Data Pipeline | <input checked="" type="checkbox"/> AWS Certificate Manager (ACM) |
| <input checked="" type="checkbox"/> Amazon DynamoDB | <input checked="" type="checkbox"/> AWS CodeDeploy |
| <input checked="" type="checkbox"/> Amazon EC2 Container Registry (Amazon ECR) | <input checked="" type="checkbox"/> AWS Config |
| <input checked="" type="checkbox"/> Amazon EC2 Container Service (Amazon ECS) | <input checked="" type="checkbox"/> AWS Database Migration Service (AWS DMS) |
| <input checked="" type="checkbox"/> Amazon Elastic Block Storage (Amazon EBS) | <input checked="" type="checkbox"/> AWS Direct Connect |
| <input checked="" type="checkbox"/> Amazon Elastic Compute Cloud (Amazon EC2) | <input checked="" type="checkbox"/> AWS Elastic Beanstalk |
| <input checked="" type="checkbox"/> Amazon Elastic Load Balancing (ELB) | <input checked="" type="checkbox"/> AWS Identity & Access Management (AWS IAM) |
| <input checked="" type="checkbox"/> Amazon Elastic MapReduce (Amazon EMR) | <input checked="" type="checkbox"/> AWS Import/Export Disk |
| <input checked="" type="checkbox"/> Amazon Elasticsearch | <input checked="" type="checkbox"/> AWS Import/Export Snowball |
| <input checked="" type="checkbox"/> Amazon Elastic Transcoder | <input checked="" type="checkbox"/> AWS IoT |
| <input checked="" type="checkbox"/> Amazon Glacier | <input checked="" type="checkbox"/> AWS Lambda |
| <input checked="" type="checkbox"/> Amazon Inspector | <input checked="" type="checkbox"/> AWS Mobile Hub |
| <input checked="" type="checkbox"/> Amazon Kinesis | <input checked="" type="checkbox"/> AWS OpsWorks |
| <input checked="" type="checkbox"/> Amazon Machine Learning | <input checked="" type="checkbox"/> AWS Service Catalog |
| <input checked="" type="checkbox"/> Amazon QuickSight | <input checked="" type="checkbox"/> AWS Trusted Advisor |
| <input checked="" type="checkbox"/> Amazon Redshift | <input checked="" type="checkbox"/> AWS Web Application Firewall (AWS WAF) |

Additional Services:	Supplier does not offer Additional Services for Lot 1 IaaS.
Location:	<p>The Services will be delivered to the AWS Region selected by the Buyer upon account creation.</p> <p>(It is dependent upon the Buyer to select the appropriate AWS Region in order to comply with the requirements of this Framework. AWS has no ability to alter the Buyer's selection.)</p>
Quality standards:	<p>The quality standards required for this Call-Off Contract are included in the Supplier's Service Description document on the Digital Marketplace</p> <p>[https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/93253/326828891896905-service-definition-document-2016-06-23-1540.pdf].</p>
Technical standards	<p>The technical standards required for this Call-Off Contract are included in the Supplier's Service Description document on the Digital Marketplace</p> <p>[https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/93253/326828891896905-service-definition-document-2016-06-23-1540.pdf].</p>
On-boarding	<p>The on-boarding plan for this Call-Off Contract is:</p> <p>The Call-Off order will be tracked by an AWS Account Manager. The AWS Account Manager will be informed of the Call-Off Number, Customer Name & Address, Purchase Order (PO) # if applicable, and the AWS Account ID when the AWS account is created by the Customer. If a PO is required, it will not be deemed "accepted" until the Customer receives confirmation from the AWS Account Manager that AWS has all necessary information to complete the account setup.</p>
Off-boarding	<p>The off-boarding plan for this Call-Off Contract is:</p> <p>You may terminate your relationship with AWS for any reason by (i) providing us notice and (ii) closing your account for all services for which we provide an account closing mechanism.</p> <p>AWS customers retain control and ownership of their data. AWS will not erase customer data for 30 days following an account termination. This allows customers to retrieve content from AWS</p>

services so long as the customer has paid any charges for any post-termination use of the service offerings and all other amounts due.

Limit on supplier's liability:

In accordance with Call-Off Contract clause 31.5, the Limit on supplier's liability for direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data is nil (£0.00-zero, i.e., supplier has no liability for direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data).

For all other liability and/or Losses, pursuant to clause [31.2](#), at no time shall Supplier's liability 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.

Insurance:

In accordance with Call-Off Contract clause 10, the insurance(s) required will be:

a minimum insurance period of [6](#) years following the expiration or earlier termination of this Call-Off Contract

professional indemnity insurance cover to be held by the Supplier and by any agent, Sub-Contractor 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 such higher limit as the Buyer may reasonably require (and as required by Law)

employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by Law from time to time.

Buyer's Responsibilities

The Buyer is responsible for:

Selecting an appropriate AWS Region that complies with the requirements of this Framework.

Reporting any AWS Account IDs that will be governed by the terms of this Call-Off and Framework to aws-gcloud@amazon.com.

Notice of any obligations on the part of the Supplier pursuant to Clause [15.6](#) & [15.9](#), prior to the execution of this Call-Off

Agreement. For the avoidance of any doubt with regard to Clause 15.9 where the customer uses "personal data" as defined in Directive 95/46/EC with the AWS Services, they must notify the Supplier.

Buyer's equipment The Buyer's equipment to be used in connection with this Call-Off Contract includes **none**.

Supplier's information

Commercially sensitive information: The following is a list of the Supplier's commercially sensitive information:

Any correspondence that is not publicly available on the Digital Marketplace is confidential in nature. This includes any document, e-mail correspondence, discussion, etc.

Subcontractors / Partners: The following is a list of the Supplier's Subcontractors/Partners:
None

Call-Off Contract Charges and payment

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

Payment method (GPC or BACS): The method of payment for this Call-Off Contract is **BACS**.

Payment profile: The payment profile for this Call-Off Contract is **monthly** in arrears.

Invoice details: The Supplier shall issue electronic invoices monthly in arrears. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within **30** calendar days of receipt of a valid invoice.

Who and where to send invoices to:



Invoice information required – eg PO, project ref, etc. All invoices must include **PO number applicable to this Call-Off Contract**.

Invoice frequency Invoice will be sent to the Buyer **monthly**.

Call-Off Contract value: The value of this Call-Off Contract is approximately ~ 746,756.14 (\$USD).

It is acknowledged that the Supplier is unable to and has no responsibility in terms of limiting the Customer to a maximum quantity or value of Services purchased under this Call-Off.

Call-Off Contract Charges: All Call-Off Contract charges are detailed in the Supplier's pricing documents listed on the Digital Marketplace.

Additional Buyer terms

Performance of the service and deliverables This Call-Off Contract will include the following implementation plan and milestones:

As detailed in the Service Description documents on the Digital Marketplace.

Collaboration agreement The Buyer does not require the Supplier to enter into a Collaboration Agreement.

Warranties, representations In accordance with Call-Off Contract clause 6, the Supplier warrants and represents to the Buyer no additional warranties or representations.

Supplemental requirements in addition to the call-off terms In accordance with Call-Off Contract clauses, the Supplier will:

- Implement reasonable and appropriate measures designed to help Buyer secure their Content against accidental or unlawful loss, access or disclosure.
- Buyer acknowledges that audits or inspections of Supplier will be limited to the information and documentation relating to this Call-Off Agreement and shall not include the right to audit the Supplier's physical infrastructure.

Buyer specific amendments to/refinements of the Call-Off Contract terms In accordance with Call-Off Contract clauses, the Supplier will:

Public Services Network (PSN) The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.

If the required G-Cloud Services are to be delivered over the Public Services Network this should be detailed in the Call-Off Contract

Order Form.

Delivery of PSN Compliant Services

If requested to do so by the Buyer, the Supplier shall ensure that the G-Cloud Services adhere to the conditions and obligations identified in the PSN Code of Practice at the Supplier's cost.

If any PSN Services are Sub-Contracted by the Supplier, the Supplier must ensure that services have the relevant PSN compliance certification, which includes:

- Buyer environments
- communications components
- compliant and certified

Role of the PSN authority

The Supplier will immediately disconnect its G-Cloud Services from the PSN if instructed to do so by the PSN Authority following an event affecting national security, or the security of the PSN. The Supplier agrees that the PSN Authority shall not be liable for any actions, damages, costs, and any other liabilities which may arise as a consequence.

- This clause may be enforced by the PSN Authority, notwithstanding the fact that the PSN Authority is not a party to this Call-Off Contract.

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 In accordance with the Buying process set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier.
- 1.4 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 undertook to provide such Services under the terms set out in Framework Agreement number RM1557viii (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier.

SIGNED:

	Supplier:	Buyer:
Name:		
Title:		
Signature:		
Date:		

Part B - The Schedules

Schedule 1 - Deliverable

All Deliverables are enumerated in the Service Description documents for the Services listed on the Digital Marketplace.

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) cannot be amended during the term of the Call-Off Contract. The detailed breakdown for the provision of Services during the term of will include (but will not be limited to):

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/93253/326828891896905-pricing-document-2016-06-23-1540.pdf>

Schedule 3 - Deed of guarantee

Supplier does not offer a deed of guarantee for this Call-Off Agreement.

Schedule 4 - Alternative Clauses

SCH 4-1 Introduction

4-1.1 This Schedule specifies the alternative Clauses applying to Scottish Contracting Bodies that may be requested in the Order Form and, if requested in the Order Form, shall apply to this Call-Off Contract.

SCH 4-2 Clauses selected

4-2.1 The Buyer may, in the Order Form, request the following alternative Clauses:

4-2.1.1 Scots Law (see paragraph 4-2.1.2 of this Schedule);

4-2.1.2 SCOTS LAW

Law and Jurisdiction (Clause 41.1)

References to England and Wales in the original Clause 41.1 (Law and Jurisdiction) of this Call-Off Contract shall be replaced with Scotland and reference to the courts of England and Wales shall be replaced with the courts of Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

Reference to England and Wales in Working Days definition within Clause 42 shall be replaced with Scotland.

References to the Contracts (Rights of Third Parties) Act 1999 shall be removed in Clause 40.

Reference to the Freedom of Information Act 2000 within definition for FOIA in Clause 43 – Definitions to be replaced with Freedom of Information (Scotland) Act 2002.

Reference to the Supply of Goods and Services Act 1982 shall be removed in Clause 31.1.

References to "tort" shall be replaced with "delict" throughout.

4-2.2 The Buyer may, in the Order Form, request the following alternative Clauses:

4-2.2.1 Northern Ireland Law (see paragraph 4-2.4, 4-2.5, 4-2.6 and 4-2.7 of this Schedule);

4-2.3 Discrimination.

4-2.3.1 The Supplier shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Sex Discrimination (Northern Ireland) Order 1976 and 1988, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996 Employment Equality (Age) Regulations (Northern Ireland) 2006; Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000; Fixed-term Employees (Prevention of Less

Favourable Treatment) Regulations 2002, The Disability Discrimination (Northern Ireland) Order 2006, The Employment Relations (Northern Ireland) Order 2004, The Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006, The Employment Relations (Northern Ireland) Order 2004 and The Work and Families (Northern Ireland) Order 2006; and shall use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he has due regard to the need to promote equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions;
- b. men and women or married and unmarried persons;
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995);
- f. persons of different ages; and
- g. persons of differing sexual orientation

4-2.3.2 The Supplier shall take all reasonable steps to secure the observance of Clause 4-2.3.1 by all Supplier Staff.

4-2.4 Equality Policies and Practices

4-2.4.1 The Supplier shall introduce and shall procure that any Sub-Contractor shall also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier shall review such policies on a regular basis (and shall procure that its Sub-Contractors do likewise) and the Buyer shall be entitled to receive upon request by it a copy of any such policy.

4-2.4.2 The Supplier shall take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in Clause 4-2.3 above). These steps shall include:

(a) the issue of written instructions to staff and other relevant persons;

(b) the appointment or designation of a senior manager with responsibility for equal opportunities;

(c) training of all staff and other relevant persons in equal opportunities and harassment matters; and

(d) the inclusion of the topic of equality as an agenda item at team, management and staff meetings,

and the Supplier shall procure that its Sub-Contractors do likewise (in relation to their equal opportunities policies).

4-2.4.3 In the event of:

(a) the Equality Commission notifying the Supplier of an alleged breach by it or any Sub-Contractor (or any of their shareholders and/or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998; and/or

(b) any finding of unlawful discrimination (or any offence under the Legislation mentioned in Clause 4-2.3 above) being made against the Supplier or its Sub-Contractors during the Call-Off Contract by any Industrial or Fair Employment Tribunal or Court,

the Supplier shall inform the Buyer as soon as reasonably practicable and shall take such steps (including the dismissal or replacement of any relevant staff or Sub-Contractor(s)) as the Buyer directs and shall seek the advice of the Equality Commission in order to prevent any such offence or repetition of the unlawful discrimination as the case may be.

4-2.4.4 The Supplier shall monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and shall provide an annual report on the composition of such workforce and applicants to the Buyer. If such monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier shall review the operation of its relevant policies and take affirmative/positive action where appropriate. The Supplier shall impose on its Sub-Contractors obligations similar to those undertaken by it in this

clause 4-2.4 and shall procure that those Sub-Contractors comply with such obligations.

- 4-2.4.5 The Supplier shall provide such information as the Buyer may from time to time request (including information requested to be provided by any Sub-Contractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 4-2.4.1 to 4-2.4.5 of this Call-Off Contract.

4-2.5 Equality

- 4-2.5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.
- 4-2.5.2 The Supplier further acknowledges that the Buyer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier shall use all reasonable endeavours to assist (and to ensure that relevant Sub-Contractor assists) the Buyer in relation to same.

4-2.6 Health and Safety

- 4-2.6.1 The Supplier shall promptly notify the Buyer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Buyer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Buyer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 4-2.6.2 While on the Buyer premises, the Supplier shall comply with any health and safety measures implemented by the Buyer in respect of Supplier Staff and other persons working there.
- 4-2.6.3 The Supplier shall notify the Buyer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Buyer premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 4-2.6.4 The Supplier shall comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts,

orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Buyer premises in the performance of its obligations under the Call-Off Contract.

- 4-2.6.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Buyer on request.

4-2.7 Criminal Damage

- 4-2.7.1 The Supplier shall maintain such standards of vigilance and will take all such precautions as are advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 ("Compensation Order") or as may from time to time be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Buyer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Buyer under any insurance policy).
- 4-2.7.2 If during the term of this Call-Off Contract any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation pursuant to the provisions of the Compensation Order ("CDO Event") the following provisions of this clause 4-2.7 shall apply.
- 4-2.7.3 The Supplier shall make (or shall procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as practicable after the CDO Event and shall pursue any such claim diligently and at its cost. If appropriate, the Buyer shall also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the cost of the Buyer and the Supplier shall (at no additional cost to the Buyer) provide such assistance as the Buyer reasonably requires with such appeal.
- 4-2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Part C – Terms and conditions

1. Call-Off Contract start date, length and methodology

- 1.1 The Supplier will start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will terminate on the End Date specified in the Order Form unless terminated earlier in accordance with Clause 23 and will be a maximum of 24 months from the Commencement Date.

2. Overriding provisions

- 2.1 The Supplier agrees to supply the G-Cloud Services [and any Additional Services (Lot 4 only)] in accordance with this Call-Off Contract and the Supplier's Terms as identified in the Framework Agreement (G-Cloud Services) and incorporated into this Call-Off Contract.
- 2.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Contract, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Contract (including Supplier's Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - the Framework Agreement
 - the Clauses of this Call-Off Contract (excluding Supplier Terms)
 - the completed Order Form
 - the Supplier's Terms and Conditions, and
 - any other document referred to in the Clauses of this Call-Off Contract.

The Supplier accepts this is the order of prevailing provisions in this Call-Off Contract.

3. Transfer and sub-contracting

- 3.1 The Supplier will not assign, novate or sub-contract any part-of this Call-Off Contract without the Buyer's prior written approval which shall not be unreasonably withheld or delayed.
- 3.2 The Supplier will be responsible for the performance of any Sub-Contractors.
- 3.3 The Buyer may assign, novate or otherwise dispose of its rights and obligations under this Call-Off Contract or any part thereof to:
 - any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Buyer, or
 - any private sector body which substantially performs the functions of the Buyer

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under this Call-Off Contract.

4. Supplier Staff

4.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer
- Comply with the provisions of the Official Secrets Act 1911 to 1989; and
- Section 182 of the Finance Act 1989.

5. Due diligence

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

5.2.1 having made their own enquiries are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of this Call-Off Contract

5.2.3 have entered into this Call-Off Contract relying on their own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will perform its obligations under this Call-Off Contract with all reasonable care, skill and diligence, according to Good Industry Practice.

6.2 The Supplier will use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements into systems providing services to data, software or Authority Confidential Information held in electronic form.

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

6.4 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions and Intellectual Property Rights to perform this Call-Off Contract.

6.5 The Supplier represents that, in entering into this Call-Off Contract it has not committed any Fraud.

6.6 The Supplier undertakes to pay all taxes due from it to HMRC and will not indulge in "disguised employment" practices when delivering services under this Call-Off Contract, and

6.7 For the avoidance of doubt, the fact that any provision within this Call-Off Contract is expressed as a warranty shall not preclude any right of termination the Buyer may have in respect of breach of that provision by the Supplier.

7. Business continuity and disaster recovery

- 7.1 The Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan contained within their service descriptions where appropriate and required by the Buyer.

8. Payment terms and VAT

- 8.1 The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted by the Supplier in accordance with this Call-Off Contract.
- 8.2 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.
- 8.3 All charges payable by the Buyer to the Supplier shall include VAT at the appropriate rate.
- 8.4 The Supplier will add VAT to the charges at the appropriate rate.
- 8.5 Where specified within 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 shall not recover this charge from the Buyer.
- 8.6 The Supplier will ensure that each invoice contains all appropriate references and a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 8.7 Supplier Sub-Contracts must oblige the Supplier to make payments to its Sub-Contractor within 30 calendar days from the receipt of a valid invoice.
- 8.8 The Supplier shall 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 shall pay all monies pursuant to this indemnity to the Buyer not less than 5 UK working days before the date upon which the tax or other liability is payable by the Buyer.
- 8.9 The Supplier shall not suspend the supply of the G-Cloud Services for Buyer's failure to pay undisputed sums of money unless the Supplier is entitled to suspend or terminate this Call-Off Contract. Interest shall be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).
- 8.10 In the event of a disputed invoice, the Buyer shall make payment in respect of any undisputed amount in accordance with the provisions of this Call-Off Contract and return the invoice to the Supplier within 10 UK working days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within 10 UK working days of receipt of the returned invoice stating whether or not the Supplier accepts the Buyer's proposed

amendments. If it does then the Supplier shall supply with the response a replacement valid invoice.

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

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

10. Insurance

The Supplier will maintain the insurances required by the Buyer including those set out in this clause.

10.1 Subcontractors

10.1.1 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 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.

10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of 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 termination or expiry date to this Call-Off Contract to which the insurance relates.

10.2.2 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold employers liability insurance to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to this Call-Off Contract to which the insurance relates.

10.3 Additional or extended insurance

10.3.1 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing insurance policies procured under the Framework Agreement.

10.3.2 The Supplier will provide CCS and the Buyer with the following evidence that they have complied with clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or
- other evidence of payment of the latest premiums due.

10.4 Supplier liabilities

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract.

10.4.2 The Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with 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 of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.

10.4.3 The Supplier will not do or omit to do anything, which would vitiate any of the insurances.

10.5 Indemnity to principals

10.5.1 Where specifically outlined in this Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

10.6 Cancelled, suspended, terminated or unrenewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and
- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

11. Confidentiality

11.1 Except where disclosure is clearly permitted by this Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.

11.2 Disclosure of Confidential Information is permitted where information:

- must be disclosed to comply with legal obligations placed on the Party making the disclosure

- belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner
- was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party
- is, or becomes, public knowledge, other than by breach of this clause or Call-Off Contract
- is independently developed without access to the other Party's Confidential Information
- is disclosed to obtain confidential legal professional advice.

11.3 The Buyer may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies;
- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- on a confidential basis to exercise its rights or comply with its obligations under this Call-Off Contract; or
- On a confidential basis to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.

11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this clause.

11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

11.6 Either Party may use techniques, ideas or knowledge gained during this Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

12. Conflict of Interest

12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.

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- 12.2 Any breach of this clause will be deemed to be a Material Breach.
- 12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:
- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement
 - has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement
 - has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in the Tender process.
- 12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under this Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.
- 13. Intellectual Property Rights**
- 13.1 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.
- 14. Data Protection and Disclosure**
- 14.1 The Supplier shall comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Framework Agreement or under this Call-Off Contract.
- 14.2 Where the Supplier is processing Buyer Data or Other Contracting Bodies' Personal Data, the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Authority and Other Contracting Bodies' Personal Data (and to guard against unauthorised or unlawful processing or accidental loss, destruction of or damage to the Buyer Data and the Other Contracting Bodies' Personal Data).
- 14.3 The Supplier shall provide the Buyer and/or Other Contracting Body with such information as the Buyer and/or Other Contracting Body may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA including;
- to promptly notify the Buyer and/or Other Contracting Body of any breach of the security measures to be put in place pursuant to this Clause; and
 - to ensure that it does not knowingly or negligently do or omit to do anything which places the Buyer and/or Other Contracting Body in breach of its obligations under the DPA and
 - not to cause or permit to be processed, stored, accessed or otherwise transferred outside the European Economic Area any Buyer Data or Other Contracting Body Personal Data supplied to it by the Buyer or Other Contracting Body without approval.

15. Buyer Data

- 15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.
- 15.2 The Supplier will not store or use Buyer Data except where necessary to fulfill its obligations.
- 15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.
- 15.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.
- 15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:
- the government security policy framework and information assurance policy;
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
 - the relevant government information assurance standard(s).
- 15.7 Where the duration of this Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred then the Supplier will re-submit such system for accreditation.
- 15.8 If at any time 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 where such corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier or its representatives) comply with any remedial action proposed by the Buyer.
- 15.9 The Supplier will provide at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Act (to the extent arising under and/or in connection with the Framework Agreement and this Call-Off Contract). The Supplier will also ensure that it does not knowingly or negligently fail to do something that places CCS or any Buyer in breach of its obligations of the Data Protection Act. This is an absolute obligation and is not qualified by any other provision of this Call-Off Contract.
- 15.10 The Supplier agrees to use the appropriate organisational, operational and technological processes and procedures to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

15.11 The provisions of this Clause 15 shall apply during the term of this Call-Off Contract and for such time as the Supplier holds the Buyer's Data.

16. Records and audit access

16.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under this Call-Off Contract and the provision of Management Information (subject to reasonable and appropriate confidentiality undertakings).

17. Freedom of Information (FOI) requests

17.1 The Supplier will transfer any Request for Information to the Buyer within 2 UK working days of receipt.

17.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations.

17.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FOIA or EIR request so that the Supplier may make appropriate representations.

18. Standards and quality

18.1 The Supplier will comply with any standards in this Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement.

19. Security

19.1 The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.

19.2 If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will help the Buyer to mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible.

19.3 Any costs arising from the actions of the Buyer or Supplier taken in compliance with the provisions of the above clause, will be dealt with by the Buyer and the Supplier as follows:

- by the Supplier, where the Malicious Software originates from the Supplier software or the Buyer Data while the Buyer Data was under the control of the Supplier, unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier.
- by the Buyer if the Malicious Software originates from the Buyer software or the Buyer Data, while the Buyer Data was under the control of the Buyer.