



# Crown Commercial Service

## G-Cloud 10 Call-Off Contract

This Call-Off Contract for the G-Cloud 10 Framework Agreement (RM1557.10) includes:

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This form has been provided by Amazon Web Services EMEA SARL. (“Supplier” or “AWS”) to accommodate the procurement process for G-Cloud Framework 10. 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](mailto:aws-gcloud@amazon.com)

**Part A - Order Form**

<b>Digital Marketplace service ID number:</b>	As listed in Schedule 1
<b>Call-Off Contract reference:</b>	CPD04/119/247
<b>Call-Off Contract title:</b>	MHCLG Datamart Cloud Web Hosting
<b>Call-Off Contract description:</b>	MHCLG Datamart Cloud Web Hosting
<b>Start date:</b>	04 April 2019
<b>Expiry date:</b>	03 April 2020
<b>Call-Off Contract value:</b>	Approximate Value ~ £20,000.00 £GBP
<b>Charging method:</b>	Invoice
<b>Purchase order number:</b>	TBA

This Order Form is issued under the G-Cloud 10 Framework Agreement (RM1557.10).

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 Deliverables 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.

<b>From: the Buyer</b>	Buyer's name: REDACTED Buyer's phone: REDACTED Buyer's main address: MHCLG, Fry Building, 2 Marsham Street, London SW1P 4DF _____ _____ _____
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<b>To: the Supplier</b>	Supplier's name: Amazon Web Services EMEA SARL Supplier's phone: N/A Supplier's address:  Company Number: B 186284
<b>Together: the 'Parties'</b>	

**Principle contact details**

<b>For the Buyer:</b>	Title: [REDACTED] Name: REDACTED Email: REDACTED Phone: REDACTED
<b>For the Supplier:</b>	Title: [REDACTED] Name: REDACTED Email: REDACTED Phone: REDACTED

**Call-Off Contract term**

<b>Start date:</b>	This Call-Off Contract Starts on 04 April 2019 and is valid for 12 months.
<b>Ending (termination):</b>	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.
<b>Extension period:</b>	This Call-Off Contract can be extended by the Buyer for zero period(s) of zero months each, by giving the Supplier no written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

**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.

<b>G-Cloud Lot:</b>	This Call-Off Contract is for the provision of Services under: Lot 1 - Cloud hosting Lot 2 - Cloud software Lot 3 - Cloud support, Professional Services and/or Training Services
<b>G-Cloud services required:</b>	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: <ul style="list-style-type: none"> <li>• Cloud compute infrastructure</li> <li>• BYOL Service</li> <li>• AWS Support</li> </ul> <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>
<b>Additional services:</b>	No additional services
<b>Location:</b>	The Services will be delivered from the Supplier region(s) selected by Buyer upon each account creation. <ul style="list-style-type: none"> <li>• Buyer is responsible for selecting the appropriate Supplier region. Supplier will not alter Buyer’s selection.</li> <li>• 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”).</li> </ul>
<b>Quality standards:</b>	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 Digital Marketplace.
<b>Technical standards:</b>	The technical 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 Digital Marketplace.
<b>Service level agreement:</b>	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 Digital Marketplace.
<b>Onboarding:</b>	The onboarding plan for this Call-Off Contract is;

	<p>The Call-Off order will be tracked by a Supplier Account Manager. Supplier Account Manager will be informed of the Call-Off Number, Buyer Name &amp; 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>Buyers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content Supplier recommends that Buyer uses strong security and redundancy features, such as access controls, encryption, and backup. Buyer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its Buyer Data, such as, for example, using enhanced access controls to prevent unauthorized access to Buyer Data, using encryption technology to prevent unauthorized access to Buyer Data, and ensuring the appropriate level of backup to prevent loss of Buyer Data.</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>
<b>Offboarding:</b>	<p>The offboarding plan for this Call-Off Contract is ;</p> <p>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> <p>Supplier customers retain control and ownership of their data. Supplier will not erase customer data for 30 days following an account termination. This allows customers to retrieve content from Supplier services so long as the customer has paid any charges for any post-termination use of the service offerings and all other amounts due.</p>
<b>Collaboration agreement:</b>	Buyer does not require Supplier to enter into a Collaboration Agreement.
<b>Limit on Parties’ liability:</b>	The annual total liability of either Party for all Property defaults 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.

	<p>The annual total liability for Buyer Data defaults will not exceed 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).</p> <p>The annual total liability for all other defaults 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.</p> <p>Supplier will have obligations and liability under Clause 11.5 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 11.5 for an IPR Claim arising from:</p> <ul style="list-style-type: none"> <li>(i) Buyer's use of the Services after Supplier has notified Buyer to discontinue such use;</li> <li>(ii) any unauthorized use or modification of the Services;</li> <li>(iii) any use of the Services, or any other act, by Buyer that is in breach of this Agreement;</li> <li>(iv) any claim of inducement or contributory infringement; or</li> <li>(v) any claim of wilful infringement directed at anyone other than Supplier.</li> </ul>
<b>Insurance:</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract.</li> <li>• professional indemnity insurance cover to be held by 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).</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.</li> </ul>
<b>Force majeure:</b>	<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>
<b>Audit:</b>	<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.</p>

	No additional audit provisions.
<b>Buyer's responsibilities:</b>	<p>The Buyer is responsible for;</p> <ul style="list-style-type: none"> <li>• Selecting the appropriate Supplier region.</li> <li>• Reporting any Account IDs that will be governed by the terms of this Call-Off Contract and Framework Agreement to <a href="mailto:aws-gcloud@amazon.com">aws-gcloud@amazon.com</a>.</li> <li>• Notice of any obligations on the part of Supplier pursuant to Framework Clauses 8.57 and 8.59 and Call-Off Contract Clause 13.7, prior to the execution of this Call-Off Agreement. For the avoidance of any doubt with regard to Framework Clause 8.57 to 8.62, where Buyer uses "personal data" as defined in GDPR with Supplier Services, they must notify Supplier.</li> <li>• Adherence to Suppliers acceptable use policy (<a href="https://aws.amazon.com/aup/">https://aws.amazon.com/aup/</a>). In the event Buyer does not adhere to the acceptable use policy then, to the extent practicable, Supplier will: (i) only suspend Customer 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 Customer accounts that caused the suspension.</li> <li>• Buyer will satisfy itself that Suppliers environmental policy (<a href="https://www.aboutamazon.com/sustainability">https://www.aboutamazon.com/sustainability</a>) meets its requirements prior to entering into the Call-Off Contract</li> <li>• If Buyer Data contains Buyer Personal Data, Buyer: <ul style="list-style-type: none"> <li>(i) agrees that the GDPR DPA shall apply;</li> <li>(ii) shall implement the minimum architecture requirements referenced in GDPR DPA Annex 3;</li> <li>(iii) shall procure at least AWS Support (Business); and</li> <li>(iv) shall refer to the provision set out in the GDPR DPA, clause 10.4 regarding the information that Supplier makes available to Buyer for the purposes of assisting Buyer's Data Protection Impact Assessment.</li> </ul> </li> <li>• 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.</li> <li>• For Professional Services and/or Training Services only, making available personnel with the appropriate level of expertise to agree one or more Statements of Work with Supplier.</li> </ul>
<b>Buyer's equipment:</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes  No Buyer's equipment.  Reason Not applicable</p>

## Supplier's information

<b>Subcontractors or partners:</b>	The following is a list of the Supplier's Subcontractors or Partners;  None
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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.

<b>Payment method:</b>	The payment method for this Call-Off Contract is <b>BACS</b>
<b>Payment profile:</b>	The payment profile for this Call-Off Contract is <b>monthly</b> in arrears.
<b>Invoice details:</b>	The Supplier will issue electronic invoices <b>monthly</b> in arrears. The Buyer will pay the Supplier within <b>30</b> days of receipt of a valid invoice.
<b>Who and where to send invoices to:</b>	Invoices will be sent to <b>clginvoices@communities.gov.uk</b> .
<b>Invoice information required</b> – for example purchase order, project reference:	All invoices must include <b>a valid PO number and full description of the services being provided.</b>
<b>Invoice frequency:</b>	Invoice will be sent to the Buyer <b>monthly</b> .
<b>Call-Off Contract value:</b>	The total value of this Call-Off Contract is <b>approximately £20,000.00</b> <b>£GBP</b>
<b>Call-Off Contract charges:</b>	The breakdown of the Charges is <b>found in the Suppliers pricing documents on the Digital Marketplace.</b>

## Additional buyer terms

<b>Performance of the service and deliverables:</b>	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones: <b>As detailed in the Service Description documents on the Digital Marketplace</b>
<b>Guarantee:</b>	<b>Buyer does not require a Guarantee.</b>
<b>Warranties, representations:</b>	In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that;  <b>No additional warranties or representations.</b>
<b>Supplemental requirements in addition to the Call-Off terms:</b>	Within the scope of the Call-Off Contract, the Supplier will; <ul style="list-style-type: none"> <li><b>Implement reasonable and appropriate measures designed to help Buyer secure their Service Data against accidental or unlawful loss, access or disclosure.</b></li> <li><b>Buyer acknowledges that audits or inspections of Supplier will be</b></li> </ul>

	<p>limited to the information and documentation relating to this Call-Off Agreement and shall not include the right to audit Supplier’s physical infrastructure.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Supplier will comply with Buyer’s instructions as detailed in the GDPR DPA clause 2 (Customer Instructions). Buyer acknowledges that, taking into account the automated nature of Supplier’s Services and processing, Supplier is not in a position to determine whether Buyer’s instructions infringe the Data Protection Legislation.</li> <li>• In accordance with clause 33.3 of the Call-Off Contract, GDPR DPA clause 5 provides Supplier’s Protective Measures .</li> <li>• GDPR DPA, clause 9 provides for reasonable timescales with regard to Supplier’s security breach notification processes to Buyer.</li> <li>• 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: <a href="https://aws.amazon.com/compliance/sub-processors">https://aws.amazon.com/compliance/sub-processors</a>.</li> </ul>
<b>Alternative clauses:</b>	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>No alternative clauses are required.</p>
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms:</b>	<p>Within the scope of the Call-Off Contract, the Supplier will;</p> <p>No Buyer specific amendments are required</p>
<b>Public Services Network (PSN):</b>	<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>
<b>Personal Data and Data Subjects:</b>	<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 RM1557.10.
- (B) The Buyer provided an Order Form for Services to the Supplier.

<b>Signed:</b>	Supplier – Amazon Web Services EMEA SARL	Buyer - [REDACTED]
<b>Name:</b>		[REDACTED]
<b>Title:</b>	Authorised Representative	[REDACTED]
<b>Signature:</b>	X DRAFT – RETURN TO AWS FOR LEGAL STAMP BEFORE EXECUTION	X DRAFT – RETURN TO AWS FOR LEGAL STAMP BEFORE EXECUTION
<b>Date:</b>		[REDACTED]

## Schedule 1 - Services

The Services to be provided by the Supplier under this Call-Off are outlined below:

Lot 1:

G-Cloud 10 - Amazon Web Services EMEA SARL	DM Service ID
Amazon API Gateway	7212 6999 7580 191
Amazon AppStream 2.0	7252 1501 1601 296
Amazon Athena	6871 1175 2735 496
Amazon Aurora	4825 9260 9308 480
Amazon Cloud Directory	4643 1579 8364 497
Amazon CloudFront	5481 2904 6050 414
Amazon CloudSearch	6164 0088 4631 668
Amazon CloudWatch	6854 0078 6256 399
Amazon Cognito	3408 4815 5471 234
Amazon Comprehend	9156 8202 9359 376
Amazon Connect	9308 6333 3353 496
Amazon Database Migration Service (AWS DMS)	5340 4826 6390 521

Amazon DynamoDB	2116 8908 9587 635
Amazon EC2 Container Registry (Amazon ECR)	8764 3787 4014 175
Amazon EC2 Container Service (Amazon ECS)	8410 1680 4279 071
Amazon ElastiCache	9371 1893 0297 073
Amazon Elastic Block Storage (Amazon EBS)	7281 2080 8081 929
Amazon Elastic Compute Cloud (Amazon EC2)	6171 0426 8627 468
Amazon Elastic Container Service for Kubernetes (Amazon EKS)	7604 4713 9328 659
Amazon Elastic File System (Amazon EFS)	1586 7560 0126 722
Amazon Elastic Map Reduce (Amazon EMR)	1069 5430 7326 967
Amazon Elasticsearch	4465 0686 7276 856
Amazon ElasticSearch	2718 3370 3980 796
Amazon Elastic Transcoder	4093 1728 5462 490
Amazon FreeRTOS	4162 7775 1758 712
Amazon Glacier	5655 7907 0739 337
Amazon GuardDuty	4561 7282 7170 214
Amazon Identity and Access Management (IAM)	3474 3371 8887 008
Amazon Import/Export Disk	7273 8740 9125 106
Amazon Inspector	8193 3156 3031 880
Amazon Kinesis	1278 4966 1620 137
Amazon Lex	6691 2368 6630 717
Amazon Lightsail	9240 9896 0020 629
Amazon Machine Learning	2163 4291 1886 501
Amazon Macie	6541 1487 9925 828
Amazon MQ	8891 4129 0322 836
Amazon Pinpoint	5701 2529 3865 117
Amazon Polly	7926 6416 3443 712
Amazon Quicksight	2145 0592 7261 480
Amazon Redshift	6009 3847 4740 006
Amazon Rekognition	7902 8309 4410 325
Amazon Relational Database Service (Amazon RDS)	2851 8226 0687 148
Amazon Route 53	3211 8759 5603 759
Amazon SageMaker	2885 8015 8727 730
Amazon Simple Notification Service (Amazon SNS)	8148 6231 2778 703
Amazon Simple Queue Services (Amazon SQS)	7071 0506 1747 663
Amazon Simple Storage Service (Amazon S3)	7852 2305 6997 773
Amazon Simple Workflow Service (SWF)	6598 6699 9761 144
Amazon Storage Gateway	3228 8848 8731 901
Amazon Transcribe	5357 0106 4721 613
Amazon Translate	5311 9055 4189 879

Amazon Virtual Private Cloud (Amazon VPC)	6185 3689 9238 041
Amazon WorkDocs	8920 9445 7967 418
Amazon WorkMail	2142 4103 8042 751
Amazon WorkSpaces	3994 9808 1018 144
AWS Application Discovery Service	5423 1821 4370 774
AWS Application Discovery Service	1505 1183 5353 057
AWS AppSync	7418 7803 4762 829
AWS Artifact	6294 3288 8510 322
AWS Auto Scaling	6930 5608 8973 704
AWS Batch	1945 8767 1675 843
AWS Certificate Manager	9876 8977 6737 713
AWS CloudFormation	9122 8513 9555 779
AWS CloudHSM	3848 8767 9639 333
AWS CloudTrail	3629 1181 3147 003
AWS Codebuild	4766 9403 3981 859
AWS CodeCommit	3061 2872 2835 095
AWS CodeDeploy	7147 6778 4933 315
AWS CodePipeline	8012 9235 7638 697
AWS Codestar	8221 2649 0796 764
AWS Config	8210 4372 8253 748
AWS Data Pipeline	8606 6675 4830 771
AWS DeepLens	4959 1762 8936 292
AWS Device Farm	6422 9399 3313 298
AWS Direct Connect	7307 8631 7426 378
AWS Directory Service	8940 8141 6570 030
AWS Elastic Beanstalk	9673 4766 6635 846
AWS Elemental MediaConvert	1706 6233 8805 370
AWS Elemental MediaLive	4954 9947 1398 549
AWS Elemental MediaPackage	5606 3872 2696 355
AWS Elemental MediaStore	7943 9430 9360 690
AWS Elemental MediaTailor	2910 8902 2051 847
AWS Fargate	2851 9878 3765 658
AWS Firewall Manager	3817 0946 6059 884
AWS Glue	8818 8272 9045 315
AWS Greengrass	8818 8272 9045 315
AWS IoT	9858 3892 8128 838
AWS IoT Analytics	9420 9084 5969 256
AWS IoT Core	3420 2595 8961 206
AWS IoT Device Button	3568 7994 0583 018

AWS IoT Device Management	4020 5004 2544 364
AWS Key Management Service (AWS KMS)	9147 3490 9650 039
AWS Lambda	5393 2913 5308 005
AWS Migration Hub	5868 3369 1453 087
AWS Mobile Hub	2112 3030 1743 339
AWS OpsWorks	1136 5086 7445 928
AWS Organizations	8458 3634 4608 524
AWS Secrets Manager	3836 7431 4198 109
AWS Serverless Application Repository	1716 5322 0274 963
AWS Server Migration Service	4408 1019 1480 567
AWS Service Catalog	8510 4404 7480 524
AWS Shield Advanced	5658 4319 3506 771
AWS Simple Email Service (Amazon SES)	2768 9501 3066 311
AWS Simple Queue Service (Amazon SQS)	4644 4994 1120 933
AWS Snowball	5854 2417 2830 839
AWS Snowball Edge	7398 2880 6302 315
AWS Snowmobile	6969 3799 7699 749
AWS Step Functions	4700 6046 0686 462
AWS Systems Manager	8714 9038 2852 509
AWS Trusted Advisor	8540 6910 8421 067
AWS Web Application Firewall (AWS WAF)	2333 7299 4431 804
AWS X-Ray	8563 1277 6473 278
Elastic Load Balancer (ELB)	3028 0713 6474 402
Alexa for Business	6733 6009 4055 841
Amazon AppStream 2.0	5203 7366 1829 373
Amazon Chime	5730 4234 8510 304
Amazon Connect	4580 8563 8279 667
Amazon Route 53	8518 9862 1968 334
Amazon WorkDocs	3266 8076 1789 447
Amazon WorkMail	5372 9412 3425 691
Amazon WorkSpaces	2658 0101 9960 813
AWS Marketplace	8473 3074 5047 380
AWS Managed Services (AMS) Accelerator	6006 9936 7972 080
AWS Professional Services (ProServe) 50 applications in 50 days	2485 5273 4214 706
AWS Professional Services (ProServe) Active Directory Federation Services	8766 0608 6247 566
AWS Professional Services (ProServe) Active Directory Provisioning	7630 8576 7247 376
AWS Professional Services (ProServe) Amazon WorkSpaces Accelerator	8468 3536 1966 518
AWS Professional Services (ProServe) Applications on AWS Launch offering	7064 9931 7723 333
AWS Professional Services (ProServe) AWS Application Assessment	4963 9277 9432 887

AWS Professional Services (ProServe) AWS Applications Accelerator	1464 6022 1726 700
AWS Professional Services (ProServe) AWS Automation Accelerator	7847 0518 6289 179
AWS Professional Services (ProServe) AWS Cloud Operations Accelerator	4224 5762 5248 508
AWS Professional Services (ProServe) AWS Cloud Operations Assessment	3212 4429 3726 496
AWS Professional Services (ProServe) AWS Containers Launch Offering	6445 5081 3452 614
AWS Professional Services (ProServe) AWS Data Analytics Assessment	5739 9756 9964 317
AWS Professional Services (ProServe) AWS Database Migration launch offering	6537 8752 4640 861
AWS Professional Services (ProServe) AWS Digital Innovation Program	6235 8655 2769 919
AWS Professional Services (ProServe) AWS Network Accelerator	4114 9120 8143 649
AWS Professional Services (ProServe) AWS Portfolio Assessment	2281 2265 8006 374
AWS Professional Services (ProServe) AWS Remote Consulting Service (RCS)	8947 4869 8627 821
AWS Professional Services (ProServe) AWS Training and Skills Assessment	1742 3459 2540 375
AWS Professional Services (ProServe) Big Data Security Assessment	4301 1619 6999 599
AWS Professional Services (ProServe) Business Case Accelerator	6222 1541 1139 327
AWS Professional Services (ProServe) Cloud Adoption Framework (CAF) Alignment Workshop	6282 6363 5706 432
AWS Professional Services (ProServe) Cloud Adoption Framework (CAF) Envisioning Workshop	6133 3978 3469 148
AWS Professional Services (ProServe) Cloud Journey Simulation	6097 0867 1660 470
AWS Professional Services (ProServe) Cloud Native Applications Workshop	6591 9679 1274 479
AWS Professional Services (ProServe) Continuous Integration/Continuous Deployment CI/CD Accelerator	8821 4477 4581 352
AWS Professional Services (ProServe) Data Science on AWS workshop	3318 9116 8220 828
AWS Professional Services (ProServe) DevOps on AWS Workshop	6895 5558 0692 627
AWS Professional Services (ProServe) DevSecOps on AWS Workshop	2645 8925 5043 609
AWS Professional Services (ProServe) End User Compute (EUC) Workshop	5967 8290 6592 550
AWS Professional Services (ProServe) Enterprise Security Strategy	9006 3028 6068 343
AWS Professional Services (ProServe) Envision Engineering Center (EEC) Proof of Concept	7874 4737 9883 118
AWS Professional Services (ProServe) Internet of Things (IoT) workshop	7934 0243 8286 633
AWS Professional Services (ProServe) Migration Readiness and Planning	1658 8119 7625 887
AWS Professional Services (ProServe) Migration Readiness Assessment	1656 6653 6431 163
AWS Professional Services (ProServe) Mobile on AWS accelerator	1607 4249 7667 349
AWS Professional Services (ProServe) Mobile on AWS workshop	9374 3235 2068 419
AWS Professional Services (ProServe) Oracle on AWS accelerator	5087 7412 6790 389
AWS Professional Services (ProServe) People, Organisation & Operating Model Workshop	6744 8555 2910 768
AWS Professional Services (ProServe) Resident Advisor	8503 2205 1948 789
AWS Professional Services (ProServe) SAP on AWS Discovery Workshop	9165 5284 2364 937
AWS Professional Services (ProServe) Security Assessment	4462 0144 6247 923
AWS Professional Services (ProServe) Security Discovery Workshop	7422 6513 4997 262
AWS Professional Services (ProServe) Security Operations Playbook	2834 6228 6526 150

AWS Professional Services (ProServe) Security Operations Runbook	5999 5190 1186 246
AWS Professional Services (ProServe) Well Architected on AWS Optimisation	1722 2701 7794 776
Basic Support	1939 5869 2957 600
Business Support	1523 8171 7835 709
Developer Support	4879 8918 0719 828
Enterprise Support	4552 3131 2750 852
Training: Advanced Architecting on AWS	1722 1809 5657 647
Training: Architecting on AWS	3219 5957 7226 530
Training: AWS Business Essentials	7857 4657 8394 672
Training: AWS Technical Essentials	4379 8168 3530 996
Training: Big Data on AWS	6061 1734 6545 579
Training: Building a Serverless Data Lake	6282 9090 0885 593
Training: Data Warehousing on AWS	6550 0793 4866 319
Training: Deep Learning on AWS	9727 3957 8646 139
Training: Developing on AWS	9885 6667 8212 282
Training: DevOps Engineering on AWS	5618 2340 6882 515
Training: Migrating to AWS	9020 9713 8203 705
Training: Running Container-Enabled Microservices on AWS	3548 9693 2095 932
Training: Security Operations on AWS	3121 3655 4741 053
Training: Systems Operations on AWS	8701 9236 2708 589

The detailed technical description is found in Supplier's Service Description documents on the Digital Marketplace

Lot 1 Cloud Compute and Lot 3 AWS Support is available here:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/93253/617104268627468-service-definition-document-2018-05-22-2012.pdf>

Lot 2 AWS Marketplace is available here:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/93253/847330745047380-service-definition-document-2018-05-22-2001.pdf>

Lot 3 Professional Services is available here:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/93253/628263635706432-service-definition-document-2018-05-22-1839.pdf>

Lot 3 Training Services

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/93253/321959577226530-service-definition-document-2018-05-23-0948.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 1 and 2 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-10/documents/93253/617104268627468-pricing-document-2018-05-23-1108.ods>

The Charges for Lot 3 AWS Support 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-10/documents/93253/455231312750852-pricing-document-2018-05-23-1413.pdf>

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-10/documents/93253/628263635706432-pricing-document-2018-05-22-1839.pdf>

The Charges for Lot 3 AWS Training 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-10/documents/93253/321959577226530-pricing-document-2018-05-23-0949.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)
- 5.2 to 5.3 (Force majeure)
- 5.6 (Continuing rights)
- 5.7 to 5.9 (Change of control)
- 5.10 (Fraud)
- 5.11 (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)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- 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 Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.4 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**

- 5.1 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 8.83 to 8.91. 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 Accreditation of Information Systems 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/guidance/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>
- 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 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 8.92 to 8.93 (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	9am 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 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only Processing the Supplier is authorised to do is listed at Schedule 7 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional Processing if permitted by Law).
- 33.2 The Supplier will assist the Buyer with the preparation of any Data Protection Impact Assessment required by the Data Protection Legislation before commencing any Processing (including provision of detailed information and assessments in relation to Processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.
- 33.3 The Supplier must have in place Protective Measures, details of which shall be provided to the Buyer on request, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.
- 33.4 The Supplier will ensure that the Supplier Staff only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier staff with access to Personal Data, including by ensuring they:
- i) are aware of and comply with the Supplier's obligations under this Clause;
  - ii) are subject to appropriate confidentiality undertakings with the Supplier;
  - iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract; and
  - iv) are given training in the use, protection and handling of Personal Data.
- 33.5 The Supplier will not transfer Personal Data outside of the European Union unless the prior written consent of the Buyer has been obtained, which shall be dependent on such a transfer satisfying relevant Data Protection Legislation requirements.
- 33.6 The Supplier will delete or return Buyer's Personal Data (including copies) if requested in writing by the Buyer at the End or Expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.
- 33.7 The Supplier will notify the Buyer without undue delay if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation, and insofar as this is possible, in accordance with any timescales reasonably required by the Buyer.
- 33.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- i) the Buyer determines that the Processing is not occasional;

ii) the Buyer determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

iii) the Buyer determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

33.9 Before allowing any Sub-processor to Process any Personal Data related to this Call-Off Contract, the Supplier must:

- i. notify the Buyer in writing of the proposed Sub-processor(s) and obtain its written consent;
- ii. ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in this Clause 33 such that they apply to the Sub-processor(s); and
- iii. inform the Buyer of any additions to, or replacements of the notified Sub-processors and the Buyer shall either i) provide its written consent or ii) object.

33.10 The Buyer may at any time put forward a Variation request to amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Schedule 3 - Collaboration agreement**

The Collaboration agreement is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

### **Schedule 4 - Alternative clauses**

The Alternative clauses are available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

### **Schedule 5 - Guarantee**

The Guarantee is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

## Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

<b>Additional Services</b>	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.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>● 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</li> <li>● created by the Party independently of this Call-Off Contract, or</li> </ul> <p>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.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	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.
<b>Call-Off Contract</b>	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.

<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> <li>● 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</li> <li>● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the Data Protection Legislation.
<b>Crown</b>	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.
<b>Data Loss Event</b>	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed
<b>Data Protection Impact Assessment</b>	An assessment by the Controller of the impact of the envisaged processing by the Processor under this Call-Off Contract on the protection of Personal Data.
<b>Data Protection Legislation</b>	Data Protection Legislation means: <ul style="list-style-type: none"> <li>i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time</li> </ul>

	<ul style="list-style-type: none"> <li>ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy;</li> <li>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.</li> </ul>
<b>Data Subject</b>	Takes the meaning given in the Data Protection Legislation.
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>● 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</li> </ul> <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>
<b>Deliverable</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.

<b>Employment Status Indicator test tool or ESI tool</b>	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: <a href="http://tools.hmrc.gov.uk/esi">http://tools.hmrc.gov.uk/esi</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.
<b>Force Majeure</b>	<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"> <li>● acts, events or omissions beyond the reasonable control of the affected Party</li> <li>● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>● acts of government, local government or Regulatory Bodies</li> <li>● fire, flood or disaster and any failure or shortage of power or fuel</li> <li>● industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>● 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</li> <li>● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>● 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</li> </ul>
<b>Former Supplier</b>	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).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.10 together with the Framework Schedules.
<b>Fraud</b>	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.
<b>Freedom of Information Act or FOIA</b>	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.
<b>G-Cloud Services</b>	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.
<b>GDPR</b>	The General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	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.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	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.
<b>Indicative Test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information Security Management System</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency Event</b>	Can be: <ul style="list-style-type: none"> <li>● a voluntary arrangement</li> <li>● a winding-up petition</li> <li>● the appointment of a receiver or administrator</li> <li>● an unresolved statutory demand</li> <li>● a Schedule A1 moratorium.</li> </ul>
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <ul style="list-style-type: none"> <li>● 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</li> </ul>

	<p>in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <ul style="list-style-type: none"> <li>● 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</li> <li>● all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>● the supplier's own limited company</li> <li>● a service or a personal service company</li> <li>● a partnership</li> </ul> <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>
<b>IPR Claim</b>	A claim as set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 Assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	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.
<b>Law</b>	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.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<b>Loss</b>	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 ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.

<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.
<b>Management Information</b>	The management information specified in Framework Agreement section 6 (What you report to CCS).
<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.
<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an Order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the Data Protection Legislation.
<b>Personal Data Breach</b>	Takes the meaning given in the Data Protection Legislation.
<b>Processing</b>	Takes the meaning given in the Data Protection Legislation but, for the purposes of this Call-Off Contract, it will include both manual and

	automatic Processing. 'Process' and 'processed' will be interpreted accordingly.
<b>Processor</b>	Takes the meaning given in the Data Protection Legislation.
<b>Prohibited Act</b>	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: <ul style="list-style-type: none"> <li>● induce that person to perform improperly a relevant function or activity</li> <li>● reward that person for improper performance of a relevant function or activity</li> <li>● commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	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.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory Body or Bodies</b>	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.
<b>Relevant Person</b>	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.

<b>Relevant Transfer</b>	A transfer of employment to which the Employment Regulations applies.
<b>Replacement Services</b>	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.
<b>Replacement Supplier</b>	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).
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service Data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service Definition(s)</b>	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.
<b>Service Description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	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.
<b>Spend Controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start Date</b>	The start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	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.
<b>Subcontractor</b>	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.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.

<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier Staff</b>	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.
<b>Supplier Terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7 - Processing, Personal Data and Data Subjects

**Subject matter of the processing:**

Not used.

**Duration of the processing:**

Not used.

**Nature and purposes of the Processing:**

Not used.

**Type of Personal Data:**

Not used.

**Categories of Data Subject:**

Not used.

**Plan for return or destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data:**

Not used.