



Crown
Commercial
Service

G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

Part A: Order Form	2
Part B: Terms and conditions	15
Schedule 1: Services	36
Schedule 2: Call-Off Contract charges	37
Schedule 3: Collaboration agreement	38
Schedule 4: Alternative clauses	51
Schedule 5: Guarantee	56
Schedule 6: Glossary and interpretations	65
Schedule 7: UK GDPR Information	83
Annex 1: Processing Personal Data	84
Annex 2: Joint Controller Agreement	89

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

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

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

Part A: Order Form

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

Platform service ID number	As listed in Schedule 1
Call-Off Contract reference	.
Call-Off Contract title	AWS VMWare and EC2
Call-Off Contract description	Elastic Compute Cloud (EC2) Infrastructure, AWS Professional services/consultancy, VMWare 'product VWC'
Start date	01 January 2023
Expiry date	31 December 2025
Call-Off Contract value	<p>The value of the Buyer's estimated spend under this Call-Off Contract is 25,000,000 \$USD.</p> <p>The Buyer shall pay the following:</p> <ul style="list-style-type: none"> Year 1 value 4,679,593 \$USD; Year 2 value 4,679,593 \$USD; and Year 3 value 4,679,593 \$USD, <p>together, the "Spend Commitment". The Spend Commitment shall be the minimum spend in this Call-Contract.</p> <p>To the extent that the Buyer's use of the Services exceeds the value for any Year, the Buyer shall be liable to the Supplier for such additional sums, in accordance with the processes set out in Part B Clause 7.</p>
Charging method	Invoice
Purchase order number	TBC

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

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

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

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

From the Buyer	<div data-bbox="429 488 619 517">Buyer's name</div> <div data-bbox="429 566 619 595">Buyer's phone</div> <div data-bbox="429 645 721 674">Buyer's main address</div> <div data-bbox="440 712 512 741">Defra</div> <div data-bbox="440 786 636 815">Horizon House</div> <div data-bbox="440 860 632 889">Deanery Road</div> <div data-bbox="440 934 523 963">Bristol</div> <div data-bbox="440 1008 563 1037">BS1 5AH</div>
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To the Supplier	Supplier's name: Amazon Web Services EMEA SARL, UK Branch Supplier's phone: N/A Supplier's address: 1 Principal Place Worship Street London EC2A 2FA Company number: FC034225 UK establishment number: BR019315 Luxembourg registration number: B 186284
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [Redacted]
Name: [Redacted]
Email: [Redacted]
Phone: [Redacted]

For the Supplier:

Title: [Redacted]
Name: [Redacted]
Email: [Redacted]
Phone: [Redacted]



Call-Off Contract term

Start date	This Call-Off Contract Starts on 01 January 2023 and is valid for 36 months .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call- Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for zero of up to zero months, by giving the Supplier no written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

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

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

	unless described in the AWS Data Protection Addendum attached hereto in Appendix 2 to the Supplier Terms (the "GDPR DPA").
Quality Standards	The quality standards required for this Call-Off Contract are included in Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Platform Application.
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are included in Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Platform Application.</p> <p>Buyer AI Ethical Standards: None</p> <p>Supplier Staff Vetting Requirements: No Supplier Staff Vetting Requirement</p>
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are included in Supplier's Service Description documents listed in Schedule 1 to this Call-Off Contract and available on the Platform Application.
Onboarding	<p>The onboarding plan for this Call-Off Contract is:</p> <p>The Call-Off order will be tracked by a Supplier Account Manager. Buyer shall create an account and inform the Supplier Account Manager of the following;</p> <ul style="list-style-type: none"> • Buyer's Name and Address • AWS Account ID • Buyer PO Number (where applicable) <p>Buyer must provide all necessary information requested in the first two bullets above so that the Supplier Account Manager can accept the Buyer's allocated PO Number. No Buyer PO Number will be accepted otherwise.</p> <p>For Professional Services and/or Training Services only, Buyer and Supplier will agree on one or more Statements of Work, which shall more specifically detail the scope of a particular requirement. Supplier will execute against this Call-Off Contract and the detailed requirements within the Statement of Work.</p> <p>For VMware Cloud on AWS, Buyer will complete and submit an order addendum to the Call off Contract in the form of a VMware Cloud on AWS Order request form (VMware Order Form) as provided by the Supplier. Information provided to the Supplier in the VMware Order</p>

	<p>Form will be shared with VMware. Upon receipt of the VMware Order Form, VMware will send the Buyer an e-mail with VMware on boarding instructions to the e-mail address listed on the VMware Order Form. Once the Buyer has completed the on boarding process with VMware, the Buyer may begin to provision VMware Cloud on AWS. All purchases of VMware Cloud on AWS will be made directly through a console provided by VMware.</p>
Offboarding	<p>The offboarding plan for this Call-Off Contract is Buyer may terminate the relationship with Supplier for any reason by (i) providing Supplier with notice; and (ii) closing Buyer's account for all Services for which Supplier provides an account closing mechanism.</p> <p>The Buyer agrees and acknowledges that the for the purpose of the exit plan requirements at clauses 21.3 to 21.8, the following provisions in this Offboarding section shall constitute the additional exit plan requirements and shall be the Buyer's sole exit plan.</p> <p>Following termination or expiry of this Call-Off Contract and a written request from the Buyer to the Supplier, the Supplier is able to provide the following services to support the Buyer in transitioning from the Supplier's cloud service:</p> <ul style="list-style-type: none"> • Amazon Elastic Container Registry (ECR); • Amazon Elastic Container Service for Kubernetes (Amazon EKS); • AWS Direct Connect; • AWS Snowball; • AWS Storage Gateway; • VM Import/Export; and/or • Support from a Technical Account Management during the exit process. <p>The Buyer is required, in the written notice to the Supplier, to explicitly identify which of the services listed above it will require. The service level agreements, technical standards and quality standards for the services listed above are set out in the documents listed in Schedule 1 to this Call-Off Contract and available on the Digital Marketplace.</p> <p>Following termination or expiry of this Call-Off Contract, if requested by the Buyer, the Supplier shall also provide the following support to the Buyer:</p> <ul style="list-style-type: none"> • information setting out the processes that the Buyer can use to export data and images from standardized services that will enable a Buyer to initiate exiting a cloud environment in a self-service manner; • provide portability tools and services to help migrate to and from the Supplier's cloud infrastructure; • a broad set of standardized features and services, which Buyers can use as building-blocks to create their bespoke exit plans, together with readily available documentation as to how

	<p>to use these services;</p> <ul style="list-style-type: none">• information to enable Buyer virtual machine images to be downloaded and ported to an alternative cloud provider or to a different environment; and/or instructions on how to retrieve content from a particular Supplier service to enable Buyer to delete any content and terminate all Supplier services in their account.
Collaboration agreement	Buyer does not require Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability	

Insurance	
Buyers responsibilities	

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Buyers equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes No Buyer's Equipment</p> <p>Reason Not applicable.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>None</p>
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Call-Off Contract charges and payment

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


Payment method	The payment method for this Call-Off Contract is BACS
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	<p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p> <p>Amazon Web Services EMEA SARL administers invoicing on behalf of its UK branch office; Amazon Web Services EMEA SARL, UK Branch. Please see: https://aws.amazon.com/legal/aws-emea/ for details.</p> <p>For invoice details and process concerning the AWS Elastic Disaster Recovery (formerly Cloud Endure DR) Service please refer to the applicable Service Description document listed in Schedule 1.</p>
Who and where to send invoices to	Invoices will be sent to Stephen.Sculfor@defra.gov.uk
Invoice information required	All invoices must include usage per region, breakdown of services (EC2, VMWare, Professional Service and be in GBP Sterling). In order to pay the invoice the PO # must be present along with Tax reg number to be included
Invoice frequency	Invoice will be sent to the Buyer monthly

Call-Off Contract value	<p>The total value of this Call-Off Contract is</p> <p>The value of the Buyer's estimated spend under this Call-Off Contract is 25,000,000 \$USD.</p> <p>The Buyer shall pay the following:</p> <ul style="list-style-type: none"> • Year 1 value 4,679,593 \$USD; • Year 2 value 4,679,593 \$USD; and • Year 3 value 4,679,593 \$USD, <p>and together, the "Spend Commitment". The Spend Commitment shall be the minimum spend in this Call-Contract.</p> <p>To the extent that the Buyer's use of the Services exceeds the value for any Year, the Buyer shall be liable to the Supplier for such additional sums, in accordance with the processes set out in Part B Clause 7.</p>
Call-Off Contract charges	<p>The breakdown of the Charges is found in the Suppliers pricing documents on the Platform Application</p>

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • As detailed in the Service Description documents on the Platform Application for the Services as listed in Schedule 1.
Guarantee	<p>Not used</p>

Warranties, representations	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that No additional warranties or representations</p>
Supplemental requirements in addition to the Call-Off terms	<p>Within the scope of the Call-Off Contract, the Supplier will</p> <ul style="list-style-type: none"> • Implement reasonable and appropriate measures designed to help Buyer secure their Service Data against accidental or unlawful loss, access or disclosure. • Supplier or any of its affiliates will make available in connection with the Services or on the AWS Site documentation; sample code; software libraries; command line tools; and other related technology which is Supplier's Background IPR and also known as AWS Content. For the avoidance of doubt, AWS Content does not include the Services. • Supplier is not in a position to determine whether Buyer's instructions infringe the Data Protection Legislation given the automated nature of the Supplier's Services. However, in the unlikely event that Supplier does form an opinion that such instructions infringe the GDPR, it shall immediately inform Buyer of such an opinion, in which case Buyer is entitled to withdraw or modify its processing instructions and may terminate this Call-Off Contract. • Supplier can provide Protective Measures which are detailed at clause 5 of the GDPR DPA. • Supplier's security breach notification process is set out in Clause 9 of the GDPR DPA for Buyer. • Supplier will provide prior information to Buyer if Supplier authorizes and permits any new subcontractor to access any Buyer Personal Data. Buyer can find information on subprocessors at: https://aws.amazon.com/compliance/sub-processors. • Supplier will not (a) disclose Buyer Data to any government or third party or (b) subject to Section 3.2 of the Supplier Terms, move Buyer Data from the AWS regions selected by Buyer; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, Supplier we will give you notice of any legal requirement or order referred to in this section.

	
Alternative clauses	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>No alternative clauses are required</p>
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>Within the scope of the Call-Off Contract, the Supplier will</p> <p>No Buyer specific amendments are required</p>
Personal Data and Data Subjects	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used:</p> <p>Schedule 7, Annex 1 will apply</p> <p>Supplier's GDPR DPA can be found at Appendix 3 to the Supplier Terms.</p>
Intellectual Property	<p>Supplier Services will not include any Projects Specific IPRs or Background IPR that could be embedded in any potential Projects Specific IPRs.</p> <p>[Note any Project Specific IPR that may arise and require assignment and otherwise note any other required amendments to standard IPR provisions]</p>

Social Value	Not used
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1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

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

Signed	Supplier - Amazon Web Services EMEA SARL, UK Branch	Buyer – Department for Environment, Food and Rural Affairs
Name		
Title		
Signature		
Date	December 22, 2022	December 22, 2022



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

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefit Record](#)

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 36 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, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 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 set the Term at more than 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:
 - 2.3 (Warranties and representations)
 - 4.1 to 4.6 (Liability)
 - 4.10 to 4.11 (IR35)
 - 10 (Force majeure)
 - 5.3 (Continuing rights)
 - 5.4 to 5.6 (Change of control)
 - 5.7 (Fraud)
 - 5.8 (Notice of fraud)
 - 7 (Transparency and Audit)
 - 8.3 (Order of precedence)
 - 11 (Relationship)
 - 14 (Entire agreement)
 - 15 (Law and jurisdiction)
 - 16 (Legislative change)
 - 17 (Bribery and corruption)
 - 18 (Freedom of Information Act)
 - 19 (Promoting tax compliance)
 - 20 (Official Secrets Act)
 - 21 (Transfer and subcontracting)
 - 23 (Complaints handling and resolution)

- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 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 as per clause 18.5 hereunder 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 14digit 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:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

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

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on their 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 portion of the 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:

9.2.1 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

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 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

9.2.4 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:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 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:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 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:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 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 incorporated Framework Agreement clause 34. 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 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
- 11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
 - (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
 - (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

11.6 The Supplier will, on written demand, fully indemnify the Buyer 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:

11.6.1 rights granted to the Buyer under this Call-Off Contract

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

11.7 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:

11.7.1 modify the relevant part of the Services without reducing its functionality or performance

11.7.2 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

11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.8 Clause 11.6 will not apply if the IPR Claim is from:

11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.2 other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, 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:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 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

12.1.3 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:

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 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

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

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

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

13.4 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 policies and all Buyer requirements in the Order Form.

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

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

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:

<https://www.gov.uk/government/publications/government-securityclassifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 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:

<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 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.

13.9 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.

13.10 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 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 all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 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

16.4.2 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 the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's 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:

<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:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 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:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover 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:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 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

18.5.2 an Insolvency Event of the other Party happens

18.5.3 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:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 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); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

19.4.4 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:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 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

19.5.4 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

19.5.5 work with the Buyer on any ongoing work

19.5.6 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: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any 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 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 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 take the Term beyond 36 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:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 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:
- 21.8.1 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
 - 21.8.2 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
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data
 - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
 - 21.8.6 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:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 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 30 consecutive days, 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 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

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:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - 25.5.2 comply with Buyer requirements for the conduct of personnel
 - 25.5.3 comply with any health and safety measures implemented by the Buyer
 - 25.5.4 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:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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.

29.3 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.

29.4 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.

29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.5.1 its failure to comply with the provisions of this clause

29.5.2 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

29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.7 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:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 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 CallOff Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

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

Lot 1:

G-Cloud 13 – AWS EMEA SARL, UK Branch Service	Service ID
Amazon API Gateway	878244304564509
Amazon AppFlow	531684195397301
Amazon AppStream 2.0	824018037278321
Amazon Athena	216202360830533
Amazon Augmented AI (A2I)	278621409782351
Amazon Aurora	911387816590243
Amazon Braket	636609829238675
Amazon CloudFront	214368522528316
Amazon CloudSearch	448352209754241
Amazon CloudWatch	962694530713741
Amazon CodeGuru	154222725284095
Amazon Cognito	151201157804149
Amazon Comprehend	615565183458939
Amazon Comprehend Medical	300182122243451
Amazon Detective	269556180169176
Amazon DevOps Guru	667607968319306
Amazon DocumentDB (with MongoDB compatibility)	743016963590682
Amazon DynamoDB	262217903903590
Amazon ECS Anywhere	730120629575065
Amazon EKS Anywhere	715358699216444
Amazon ElastiCache	813686105203377
Amazon Elastic Block Store (EBS)	329789097310442
Amazon Elastic Compute Cloud (EC2)	116206006589621
Amazon Elastic Container Registry (ECR)	679648248046945
Amazon Elastic Container Service (ECS)	431300130139130
Amazon Elastic File System (EFS)	102724730409643
Amazon Elastic Inference	429739464611150
Amazon Elastic Kubernetes Service (EKS)	249509352321887
Amazon Elastic MapReduce (EMR)	205372933831715
Amazon EventBridge	732639206892633
Amazon FinSpace	828539007842316
Amazon Forecast	530385065954495
Amazon Fraud Detector	208843934444635
Amazon FSx for Lustre	194302371959444
Amazon FSx for OpenZFS	335303743350123
Amazon FSx for Windows File Server	768110752616720
Amazon GuardDuty	955058469133655
Amazon Healthlake	525415275291607

Amazon Honeycode	651005688438427
Amazon Inspector	965214671879186
Amazon IVS	699454499968852
Amazon Kendra	504240574362309
Amazon Keyspaces (for Apache Cassandra)	222819881811112
Amazon Kinesis Data Firehose	634336734392213
Amazon Kinesis Data Streams	381718813990225
Amazon Kinesis Video Streams	495634170726971
Amazon Lex	592405958743369
Amazon Lightsail	991761733546305
Amazon Location Service	130963607685466
Amazon Lookout for Equipment	974880591719296
Amazon Lookout for Metrics	952840781236002
Amazon Lookout for Vision	366192823188830
Amazon Macie	854423081546743
Amazon Managed Blockchain	118820373195022
Amazon Managed Service for Grafana	772515207284861
Amazon Managed Service for Prometheus	627954951456111
Amazon Managed Streaming for Apache Kafka	316469789359215
Amazon Managed Workflows for Apache Airflow	654581043085264
Amazon Monitron	965883215643103
Amazon MQ	366200361358189
Amazon Neptune	448763332340785
Amazon OpenSearch Service	657097481854031
Amazon Personalize	458226973861459
Amazon Pinpoint	965061643518885
Amazon Polly	758516002775163
Amazon Quantum Ledger Database (QLDB)	931811555440938
Amazon QuickSight	631910496643619
Amazon Redshift	996370095204811
Amazon Rekognition	212166846840319
Amazon Relational Database Service (RDS)	879388026443572
Amazon Route 53	624085064820051
Amazon SageMaker	162859309762895
Amazon Simple Email Service (SES)	709352282138409
Amazon Simple Notification Service (SNS)	401496768565479
Amazon Simple Queue Service (SQS)	948782994982857
Amazon Simple Storage Service (S3)	418917678752702
Amazon Simple Workflow Service (SWF)	450584642967114
Amazon Textract	191797685518308
Amazon Timestream	341281166739773
Amazon Transcribe	568544274136162
Amazon Transcribe Medical	219011027105821
Amazon Translate	353694158636479
Amazon Virtual Private Cloud (VPC)	274052900450562
AWS Amplify	741524760038327

AWS Application Discovery Service	421213624418390
AWS Application Migration Service	677643040121866
AWS App Mesh	203480820869941
AWS App Runner	872637550137518
AWS AppSync	815253300002462
AWS Artifact	863957576576436
AWS Audit Manager	588817143168434
AWS Auto Scaling	282500276978931
AWS Backup	660937658641635
AWS Batch	775540411377922
AWS Budgets	173042662997241
AWS Certificate Manager	214637623095906
AWS Chatbot	506526898905145
AWS Cloud9	844227397700085
AWS CloudFormation	897007684204306
AWS CloudHSM	322816200695434
AWS Cloud Map	388441948665594
AWS CloudTrail	330234606225933
AWS CodeArtifact	412436533611926
AWS CodeBuild	681342315054577
AWS CodeCommit	383213495585045
AWS CodeDeploy	932434080984092
AWS CodePipeline	663934864884289
AWS CodeStar	608420576765962
AWS Compute Optimizer	861990269206380
AWS Config	608740214625434
AWS Control Tower	697368405480206
AWS Cost Explorer	741430352568420
AWS Database Migration Service	937262654610559
AWS Data Pipeline	534645914505335
AWS DataSync	193176707355806
AWS Data Exchange (BYOS)	437158116803958
AWS DeepRacer	595109930503015
AWS Device Farm	587413724606682
AWS Digital Investigation and Forensics Storage	547488208393382
AWS Direct Connect	325113059236871
AWS Directory Service	192658703448238
AWS Elastic Beanstalk	596662891978533
AWS Elastic Disaster Recovery	961893862679217
AWS Elemental MediaConnect	893711170095003
AWS Elemental MediaConvert	603124535715215
AWS Elemental MediaLive	300436634698061
AWS Elemental MediaPackage	191808830794230
AWS Elemental MediaStore	356705927105702
AWS Elemental MediaTailor	460433257105273
AWS Fargate	869729430810750

AWS Fault Injection Simulator	516163213042786
AWS Firewall Manager	714873600680372
AWS Global Accelerator	220905040180628
AWS Glue	595389511575917
AWS Ground Station	306529074968444
AWS Identity and Access Management (IAM)	203968655858602
AWS IoT Analytics	390862409380584
AWS IoT Core	837775112621576
AWS IoT Device Defender	354516664576826
AWS IoT Device Management	461426242354392
AWS IoT Events	610587840938181
AWS IoT Greengrass	307951096549883
AWS IoT SiteWise	693596168768415
AWS IoT Things Graph	124275386745367
AWS IoT TwinMaker	614885074844043
AWS Key Management Service	509315028208735
AWS Lake Formation	571203102990230
AWS Lambda	278893095189713
AWS License Manager	423471042718883
AWS Mainframe Modernization	441365451387528
AWS Marketplace - BYOL	673100801682564
AWS Migration Hub	941508099303265
AWS Network Firewall	847834980842285
AWS Nimble Studio	640985843788341
AWS OpsWorks for Chef Automate	905771618929054
AWS OpsWorks for Puppet Enterprise	600358204568095
AWS Organizations	653465501682655
AWS Outposts	679298267476997
AWS Panorama	671307691615671
AWS Personal Health Dashboard	354451088139599
AWS PrivateLink	691653192151642
AWS Proton	108715396993788
AWS Resource Access Manager (RAM)	801065020596597
AWS RoboMaker	659651388669095
AWS Secrets Manager	361426897788502
AWS Security Hub	319850199736147
AWS Service Catalog	885581822606860
AWS Shield	121204735821052
AWS Single Sign-On	603507070673102
AWS Snowball	469629709232983
AWS Snowcone	378355841805580
AWS Step Functions	287211898832623
AWS Storage Gateway	511749931878302
AWS Systems Manager	416112054908352
AWS Transfer Family	224269592221687
AWS Transit Gateway	691271133173212

AWS Trusted Advisor	344167263783501
AWS VPN	423342357525299
AWS WAF	525810993366966
AWS Wavelength	211884462815791
AWS Well-Architected Tool	207900733804327
Elastic Load Balancing	701567846970007
FreeRTOS	146564413698085

Lot 2:

G-Cloud 13 – AWS EMEA SARL, UK Branch Service	Service ID
Amazon AppStream 2.0	331085457712341
Amazon Chime	820347785430519
Amazon Connect	348842062566544
Amazon WorkDocs	294924710587598
Amazon WorkMail	472658640861630
Amazon WorkSpaces	509678698431506
AWS Marketplace - BYOL	889093669219195

Lot 3:

G-Cloud 13 – AWS EMEA SARL, UK Branch Service	Service ID
AWS Cloud Services (AWS ProServe)	363964666300708
AWS Managed Services (AMS) Accelerate Operations Plan	245441056009755
AWS Managed Services (AMS) Advanced Operations Plan	118266125881811
AWS Support - Basic	459087673049979
AWS Support - Business	699475377154464
AWS Support - Developer	310523695917204
AWS Support - Enterprise	232745631759684
Big Data and Data Science Cloud Services (AWS ProServe)	180402875926505
Blockchain Services (AWS ProServe)	418477570463467
Building GxP Compliance On AWS (AWS ProServe)	626059952034931
Business Transformation and Cloud Adoption Services (AWS Pro-Serve)	542728310722554
Cloud Application Modernisation (AWS ProServe)	883262896182386
Cloud Architect (AWS ProServe)	643237227104137
Cloud Contact Centre Services (AWS ProServe)	507141640163096
Cloud Database Services (AWS ProServe)	921735784621812
Cloud End User Computing (AWS ProServe)	306672590489589
Cloud Enterprise Architecture (AWS ProServe)	476475980433721
Cloud Innovation Services (AWS ProServe)	408468289115039
Cloud Kickstarter for AWS (AWS ProServe)	896208507633631
Cloud Migration Services (AWS ProServe)	184125024850852
Cloud Operations Services (AWS ProServe)	700813026918092

Cloud Security Services (AWS ProServe)	818609563876352
Container Services (AWS ProServe)	731023172444095
DevOps, Continuous Integration (CI) and Continuous Delivery (CD) Cloud Services (AWS ProServe)	433338417063071
Front End Web Services (AWS ProServe)	906951765331567
Genomics on AWS (AWS ProServe)	825922723235255
IOT Cloud Services (AWS ProServe)	102632679122752
Landing Zone for Regulated Environments (AWS ProServe)	182680376704130
Machine Learning (ML) and Artificial Intelligence (AI) Cloud Services (AWS ProServe)	955289295132944
Media Capture, Processing, and Storage Services (AWS ProServe)	343261659682523
Rapid GxP Compliant Apps on AWS (AWS ProServe)	148619685970860
SAP on AWS – Cloud Services (AWS ProServe)	725404589842619
Serverless Services (AWS ProServe)	365630552310613
ServiceNow on AWS Cloud (AWS ProServe)	513186040673158
Store Protect and Optimise (SPO) Your Healthcare Data (AWS ProServe)	116401450304666
Training: Advanced Architecting on AWS	602825381809387
Training: Advanced AWS Well-Architected Best Practices	679664120477511
Training: Advanced Developing on AWS	219174691241383
Training: Architecting on AWS	597192185847184
Training: Architecting on AWS - Accelerator	708643571982428
Training: AWS Cloud Financial Management for Builders	854444674016773
Training: AWS Cloud for Finance Professionals	154050495372024
Training: AWS Cloud Practitioner Essentials	712386912295377
Training: AWS Security Best Practices	968990569706998
Training: AWS Security Essentials	868260041104729
Training: AWS Security Governance at Scale	345312869873219
Training: AWS Technical Essentials	481135708035917
Training: AWS Well-Architected Best Practices	958559618673635
Training: Building Batch Data Analytics Solutions on AWS	835877850956884
Training: Building Data Analytics Solutions using Amazon Redshift	913523915048719
Training: Building Data Lakes on AWS	535920408360937
Training: Cloud Essentials for Business Leaders	842341066935489
Training: Data Warehousing on AWS	667969202275578
Training: Deep Learning on AWS	144425997403719
Training: Developing on AWS	952650361657019
Training: Developing Serverless Solutions on AWS	915839220832928
Training: DevOps Engineering on AWS	472989318786726
Training: Migrating to AWS	688576919514144
Training: MLOps Engineering on AWS	779916839665637
Training: Planning and Designing Databases on AWS	149515260631375
Training Platform: AWS Skill Builder Team Subscription	536270665181309
Training: Practical Data Science with Amazon SageMaker	364680828146620
Training: Running Container-Enabled Microservices on AWS	673410123253260
Training: Security Engineering on AWS	911189354327707

Training: Systems Operations on AWS	559780479987755
Training: The Machine Learning Pipeline with AWS	791732824062287

The detailed technical description is found in Suppliers Service Description documents on the Platform Application:

Full information and how to access detailed Service Definition documents can be found here:
<https://www.crowncommercial.gov.uk/agreements/RM1557.13#documents>

The full Service Definition Documentation has been included below for reference:

AMS Advanced	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/118266125881811-service-definition-document-2022-05-10-1052.pdf
AWS Ground Station	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/306529074968444-service-definition-document-2022-05-17-0925.pdf
AWS Support	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/232745631759684-service-definition-document-2022-05-10-1139.pdf
ProServe	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/363964666300708-service-definition-document-2022-05-13-1441.pdf
Skills Builder	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/536270665181309-service-definition-document-2022-05-16-1549.pdf
Training	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/602825381809387-service-definition-document-2022-05-10-0943.pdf
AMS Accelerate	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/245441056009755-service-definition-document-2022-05-10-1100.pdf
Cloud Services	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/116206006589621-service-definition-document-2022-05-11-1123.pdf

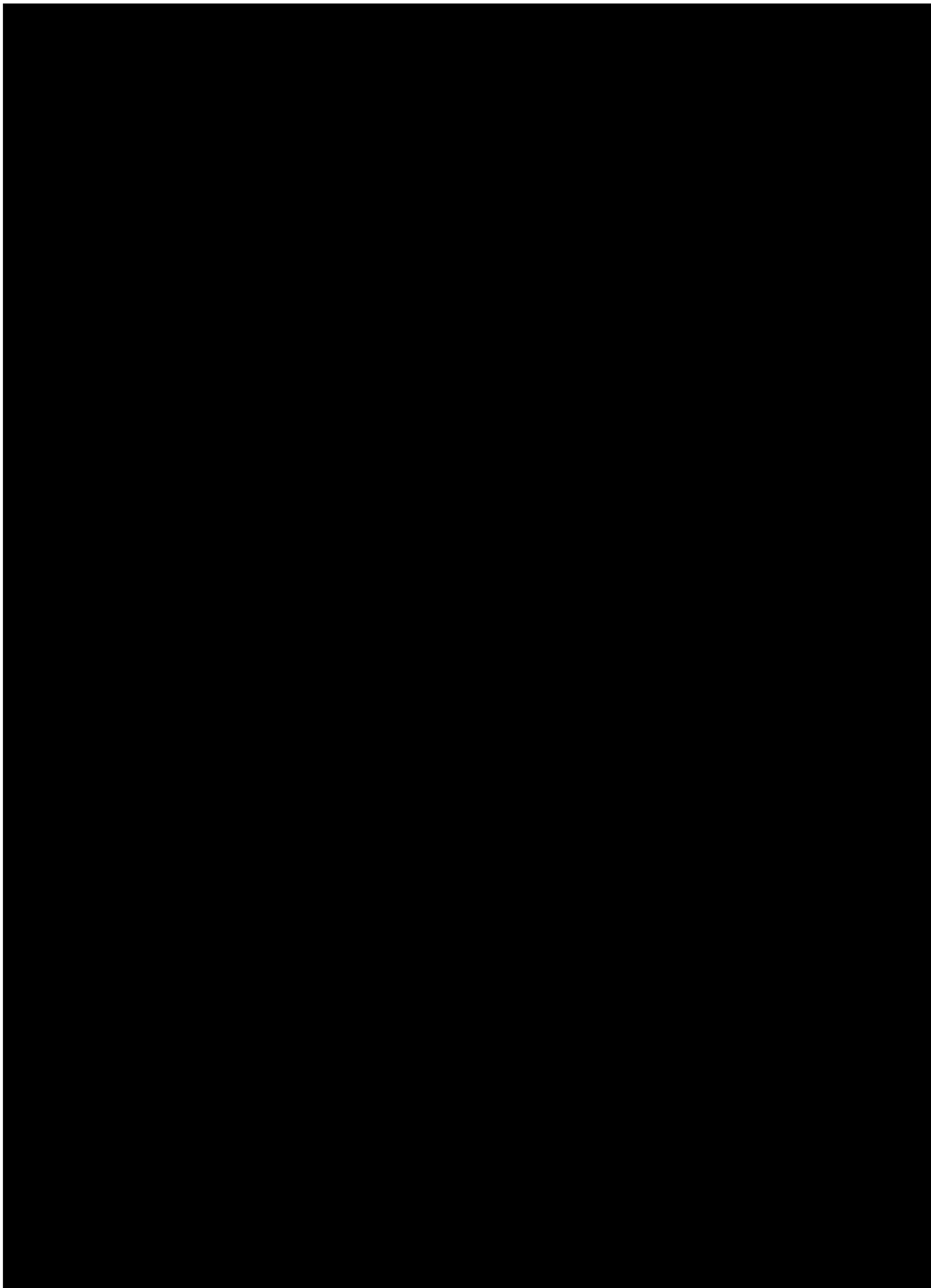
Schedule 2: Call-Off Contract charges

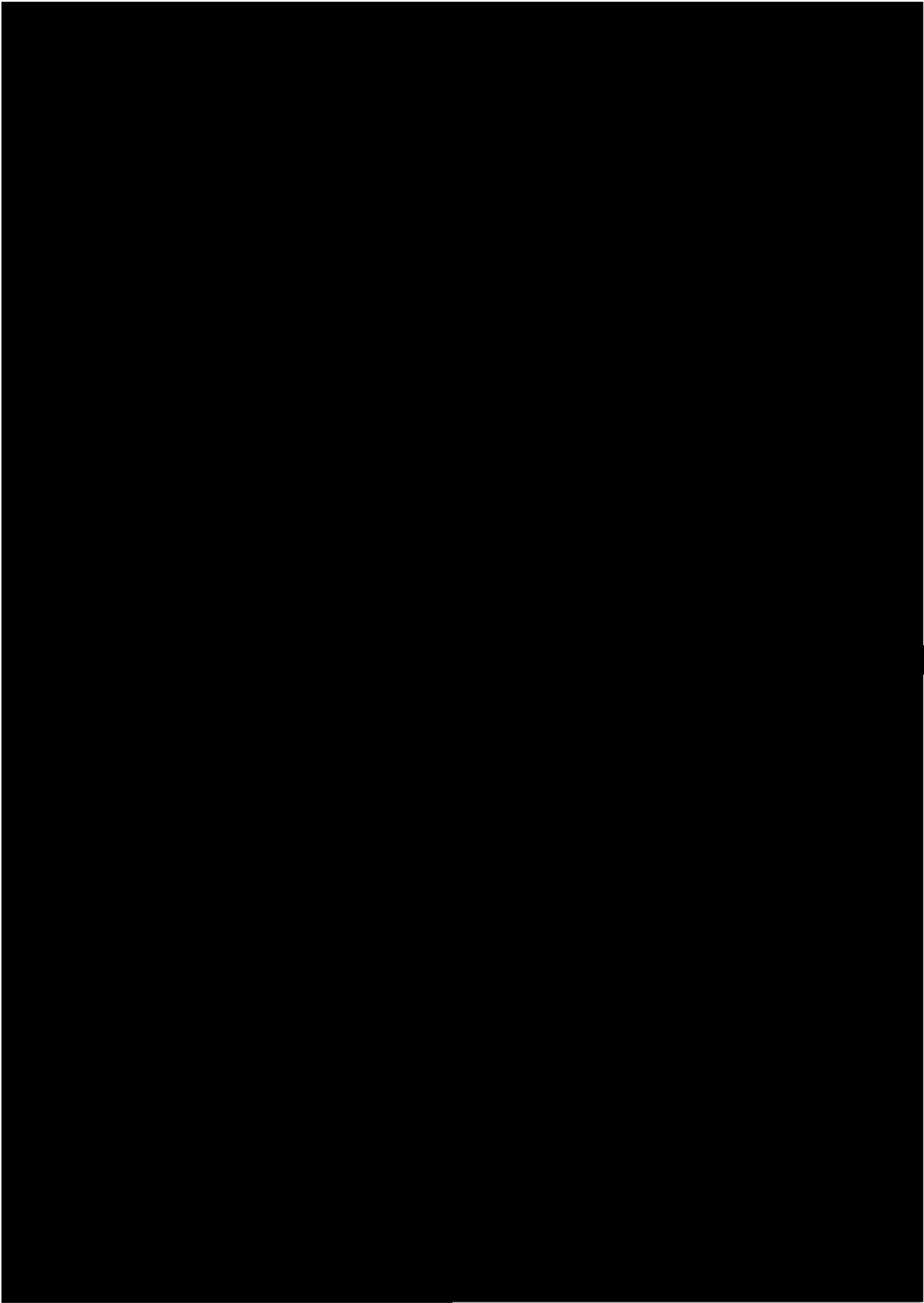
For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

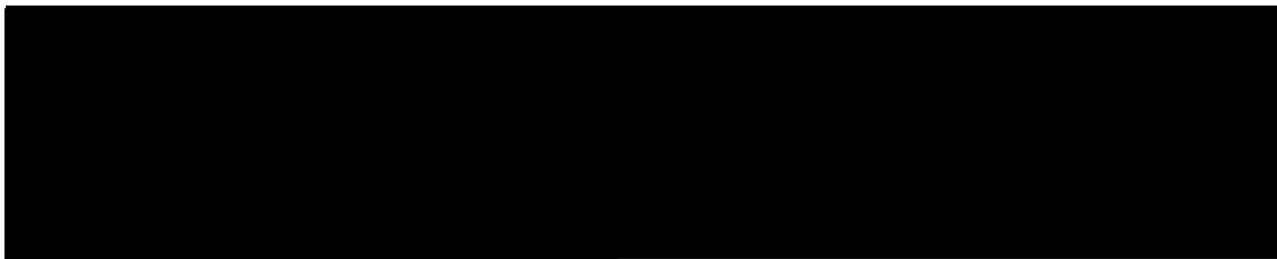
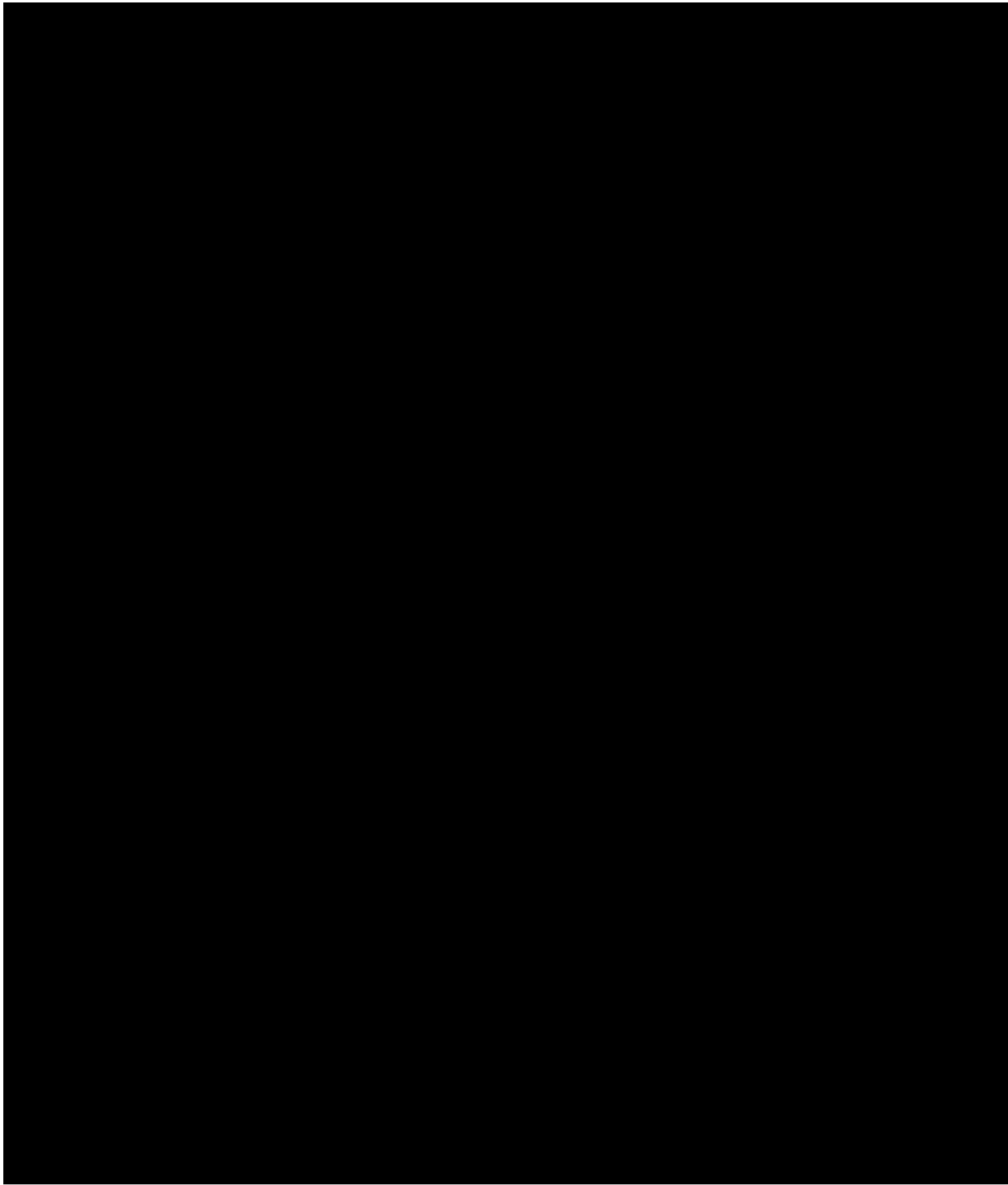
Full information and how to access detailed Service Definition documents can be found here:
<https://www.crowncommercial.gov.uk/agreements/RM1557.13#documents>

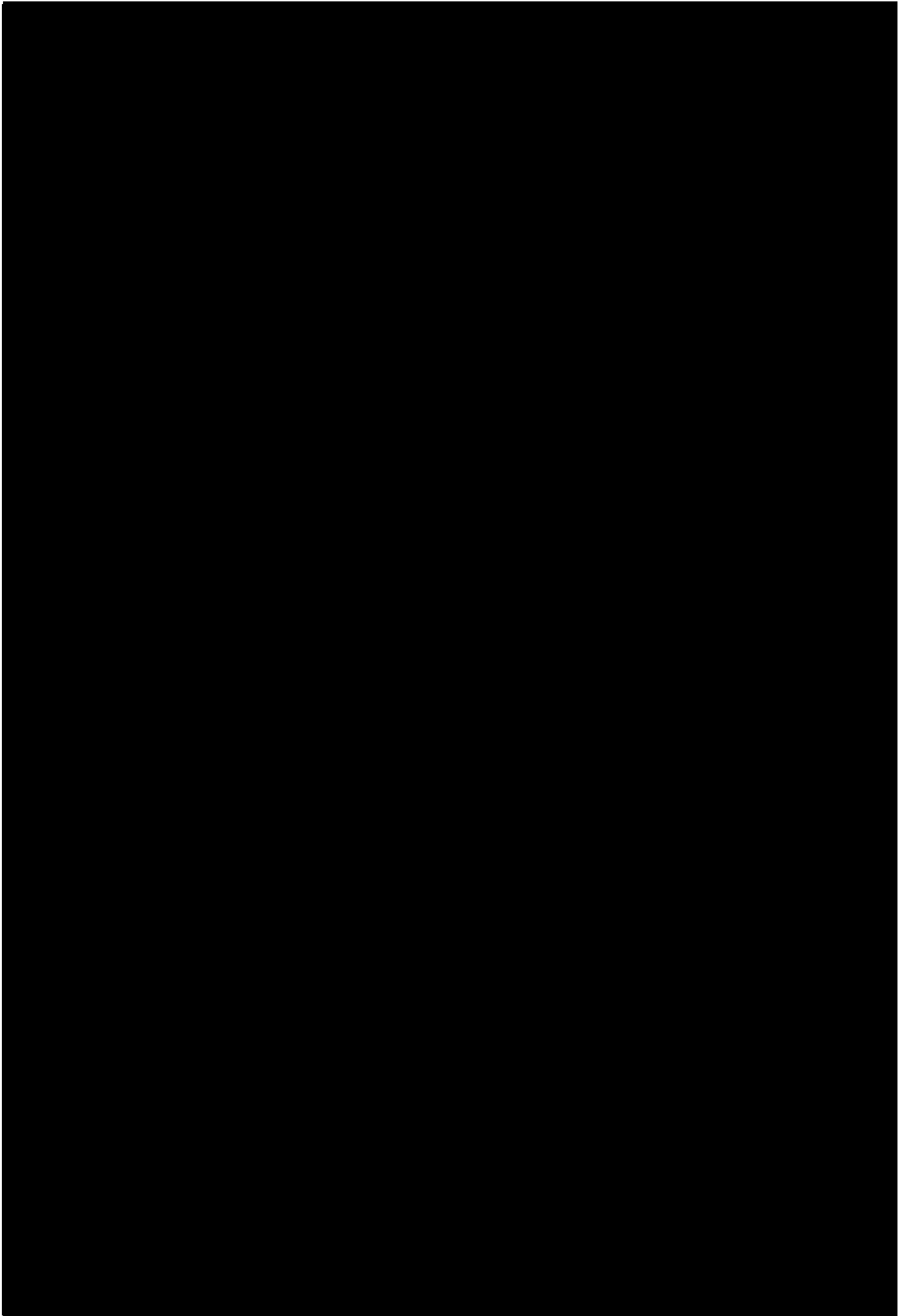
The full pricing documentation has been included below for reference:

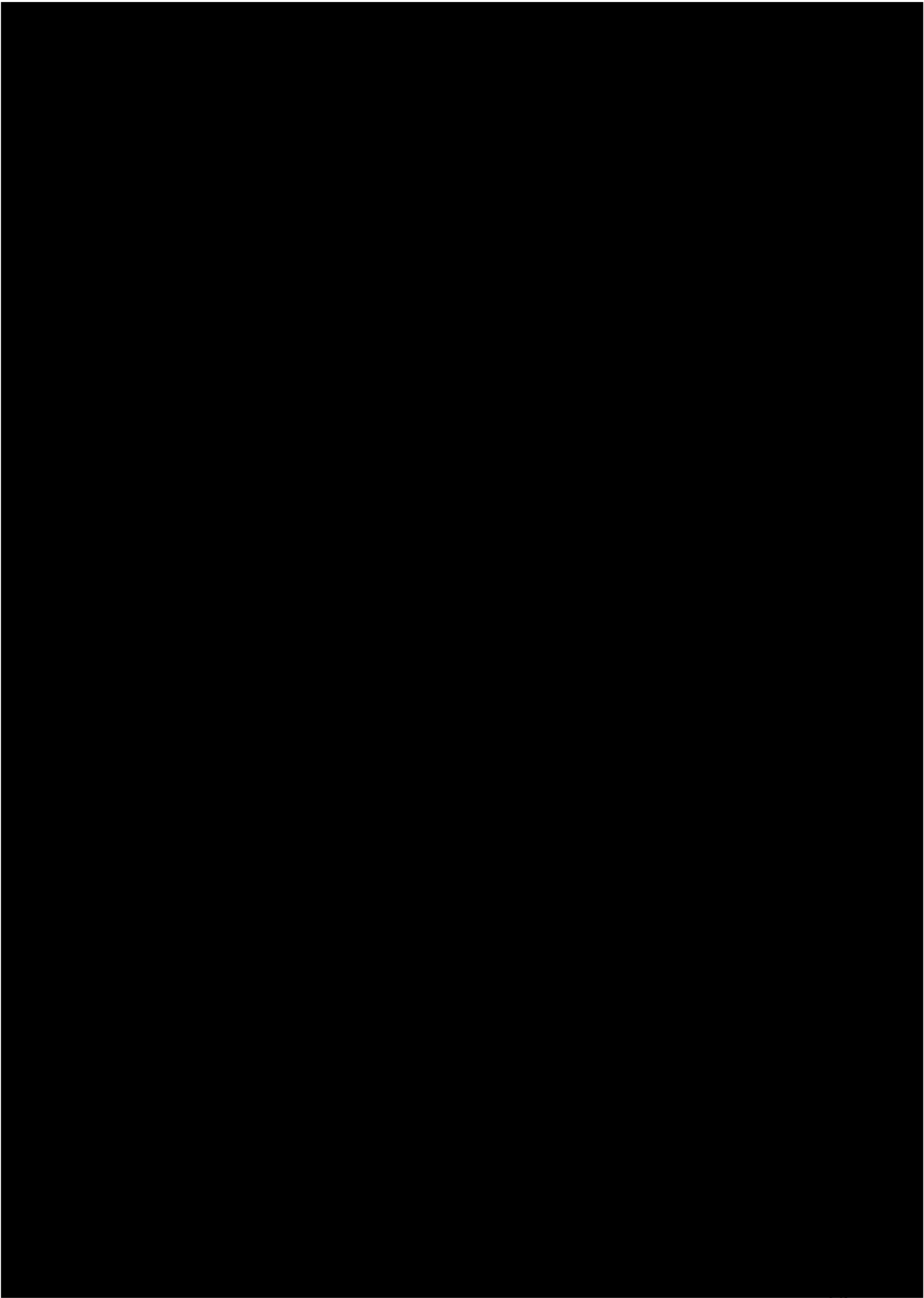
Cloud Services	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/116206006589621-pricing-document-2022-05-11-1123.ods
AMS Advanced	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/118266125881811-pricing-document-2022-05-10-1052.pdf
AWS Ground Station	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/306529074968444-pricing-document-2022-05-16-1320.ods
AWS Outposts	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/679298267476997-pricing-document-2022-05-11-1710.pdf
AWS Support	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/232745631759684-pricing-document-2022-05-10-1139.pdf
EC2 RDS Aurora	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/911387816590243-pricing-document-2022-05-11-1113.ods
ProServe	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/818609563876352-pricing-document-2022-05-10-0910.pdf
Skills Builder	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/536270665181309-pricing-document-2022-05-16-1549.pdf
Training	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/602825381809387-pricing-document-2022-05-10-0943.pdf
AMS Accelerate	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/93253/245441056009755-pricing-document-2022-05-10-1100.pdf

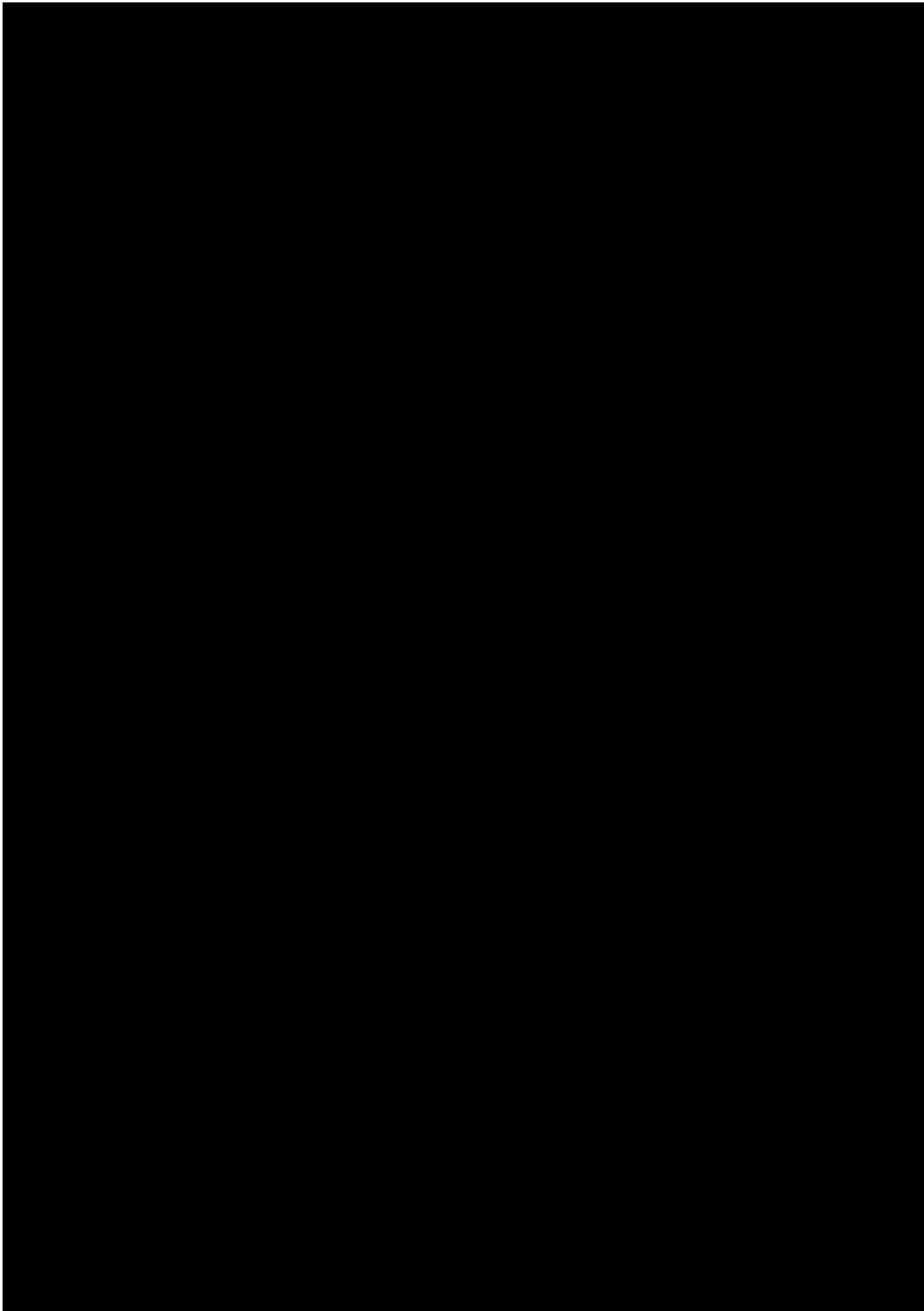


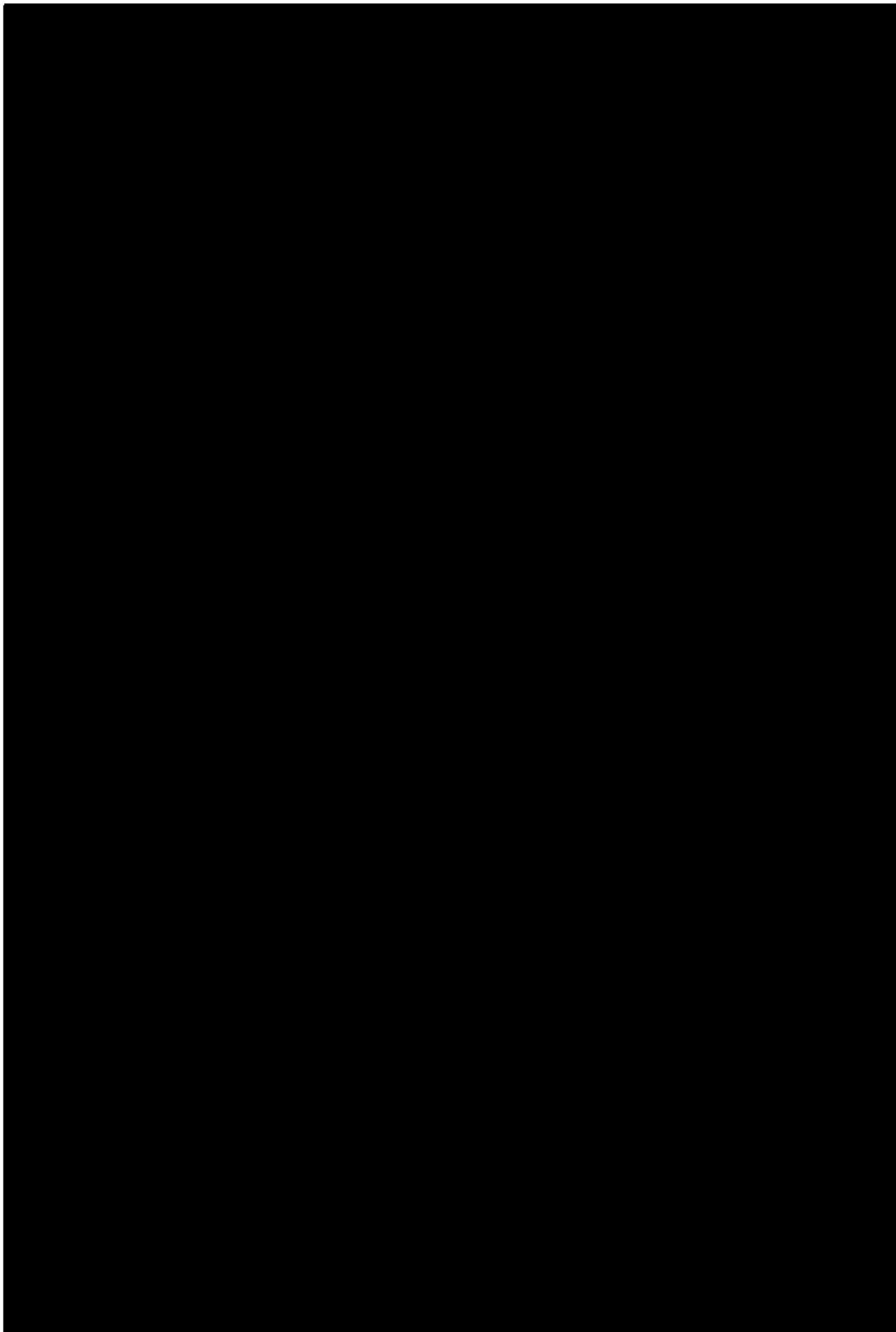


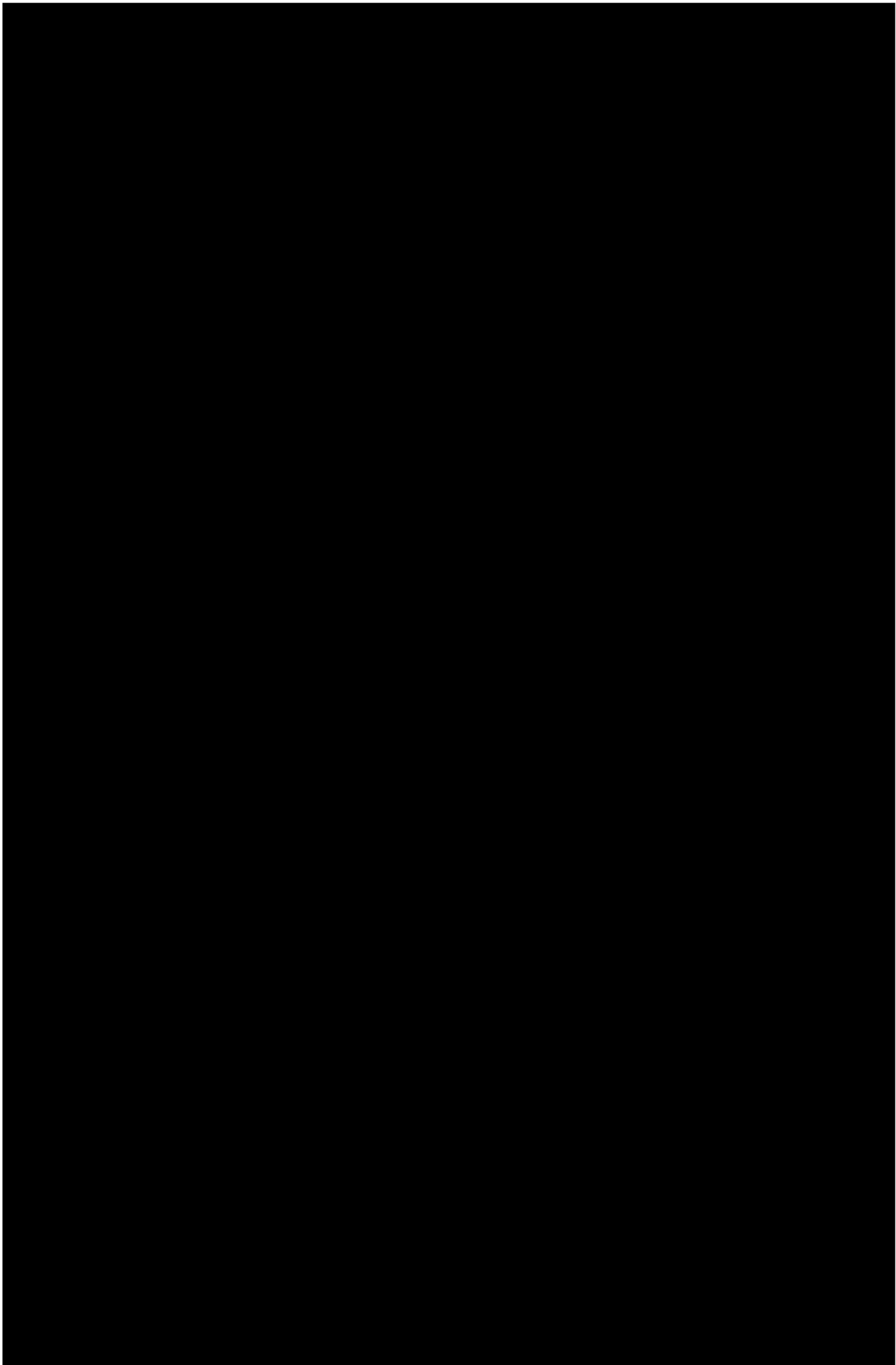


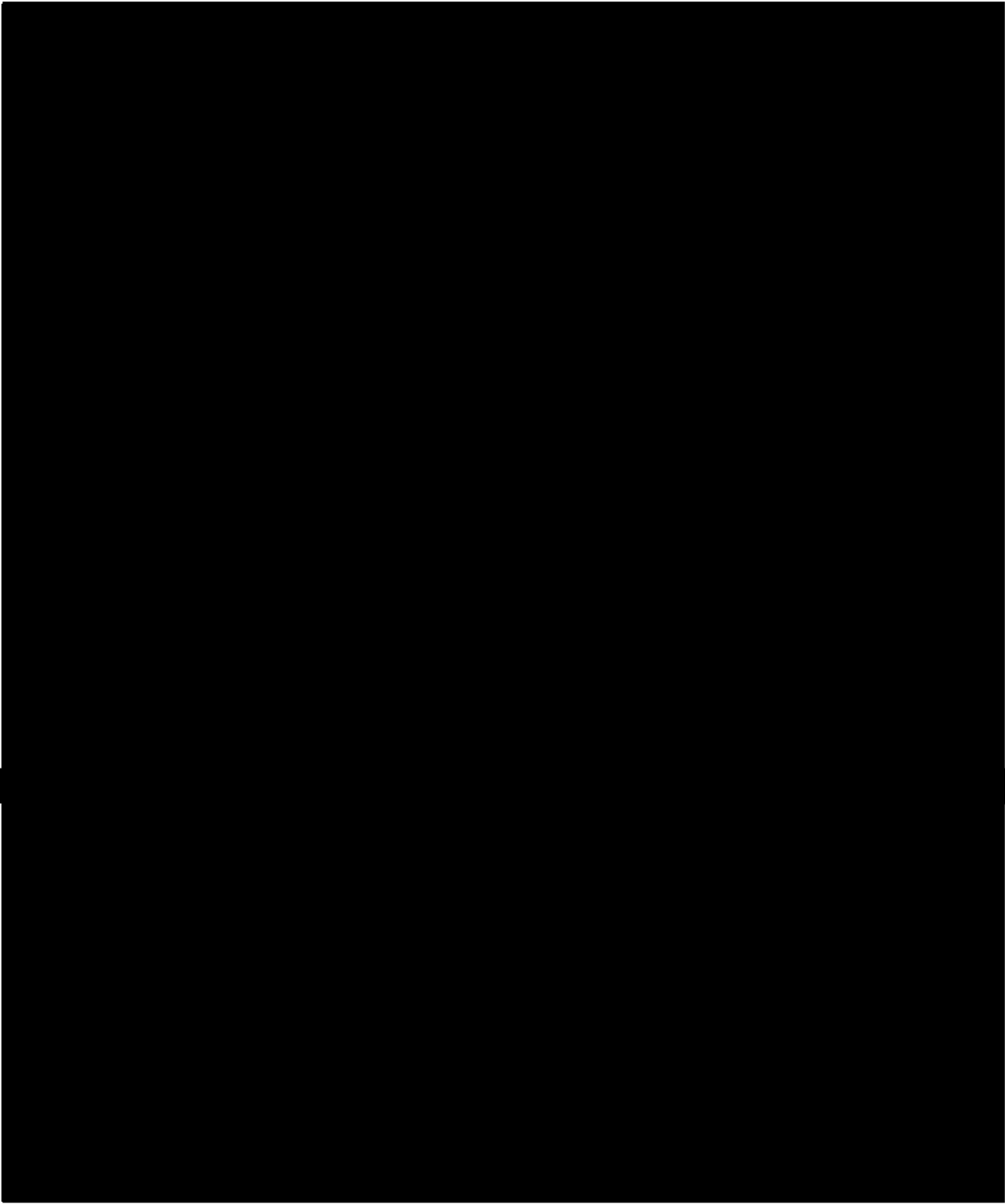












Schedule 3: Collaboration agreement

This agreement is made on [enter date] between:

- 1) [Buyer name] of [Buyer address] (the Buyer)
- 2) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 3) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 4) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 5) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 6) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

- Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services
- Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

In consideration of the mutual covenants contained in the Call-Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

1. Definitions and interpretation

- 1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:

1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules

1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers

1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts

1.1.4 "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information

1.1.5 "Collaboration Activities" means the activities set out in this Agreement

1.1.6 "Buyer Confidential Information" has the meaning set out in the Call-Off Contract

1.1.7 "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2

1.1.9 "Dispute Resolution Process" means the process described in clause 9

1.1.10 "Effective Date" means [insert date]

1.1.11 "Force Majeure Event" has the meaning given in clause 11.1.1

1.1.12 "Mediator" has the meaning given to it in clause 9.3.1

1.1.13 "Outline Collaboration Plan" has the meaning given to it in clause 3.1

1.1.14 "Term" has the meaning given to it in clause 2.1

1.1.15 "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 General

1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way round

1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent reenactment.