



G-Cloud 13 Call-Off Contract

HMRC_AWS007 Compute (OGVA2)

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	35
Schedule 1: Services	56
Schedule 2: Call-Off Contract charges	64
Schedule 3: Collaboration agreement	65
Schedule 4: Alternative clauses	67
Schedule 5: Guarantee	68
Schedule 6: Glossary and interpretations	69
Schedule 7: UK GDPR Information	87
Annex 1: Processing Personal Data	88
Annex 2: Joint Controller Agreement	92

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	HMRC_AWS007 Compute (OGVA2) This contract replaces the existing "HMRC_AWS006 Compute OGVA")
Call-Off Contract title	Amazon Elastic Compute and associated services.
Call-Off Contract description	AWS Compute, storage and training services.
Start date	01 December 2023
Expiry date	30 November 2026
Call-Off Contract value	<p>The value of this Call-Off Contract is GBP £350,000,000.</p> <p>The Buyer shall pay the following:</p> <ul style="list-style-type: none"> Year 1 value \$122,621,664\$USD; Year 2 value \$132,431,387\$USD; and Year 3 value \$143,025,909\$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	TBA

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	Buyer's name: The Commissioners for His Majesty's Revenue & Customs Buyer's main address 100 Parliament Street London SW1A 2BQ
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 Information]

Name: [Redacted Information]

Email: [Redacted Information]

Phone: [Redacted Information]

For the Supplier:

Title: [Redacted Information]

Name: [Redacted Information]

Email: [Redacted Information]

Phone: [Redacted Information]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01 December 2023 and is valid for three years 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 cannot be extended.</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 Lots 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	The Services will be delivered to from the Supplier region(s) selected by Buyer upon each account creation.

	<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: [Redacted Information] Supplier Staff Vetting Requirements: [Redacted Information]</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: The Call-Off order will be tracked by a Supplier Account Manager. Buyer shall create an account and inform the Supplier Account Manager of the following;</p> <ul style="list-style-type: none"> • Buyer's Name and Address • AWS Account ID • Buyer PO Number (where applicable) <p>Buyer must provide all necessary information requested in the first two bullets above so that the Supplier Account Manager can accept the Buyer's allocated PO Number. No Buyer PO Number will be accepted otherwise.</p> <p>For Professional Services and/or Training Services only, Buyer and Supplier will agree on one or more Statements of Work, which shall more specifically detail the scope of a particular requirement. Supplier will execute against this Call-Off Contract and the detailed requirements within the Statement of Work.</p>

Offboarding	<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 to use these services; • information to enable Buyer virtual machine images to be downloaded and ported to an alternative cloud provider or to a different environment; and/or instructions on how to retrieve content from a particular Supplier service to enable Buyer to delete any content and terminate all Supplier services in their account.

Collaboration agreement	Buyer does not require Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not [Redacted Information].</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not [Redacted Information]</p> <p>The annual total liability of the Supplier for all other Defaults will not [Redacted Information]</p> <p>Supplier will have obligations and liability under Clause 11.6 for an IPR Claim (where a final award has been made by a competent court of law) caused solely by the infringement of an unaffiliated third party's intellectual property rights solely by the Services (i.e. no obligations or liability for infringement by combinations of the Services with any other product, service, software, data or method not supplied by Supplier). Further, Supplier will have no obligations or liability under Section 11.7 for an IPR Claim arising from:</p> <ul style="list-style-type: none"> (i) Buyer's use of the Services after Supplier has notified Buyer to discontinue such use; (ii) any unauthorized use or modification of the Services; (iii) any use of the Services, or any other act, by Buyer that is in breach of this Agreement; (iv) any claim of inducement or contributory infringement; or (v) any claim of wilful infringement directed at anyone other than Supplier.
Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 2 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyers responsibilities	<p>The Buyer is responsible for:</p> <p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Selecting the appropriate Supplier region.

	<ul style="list-style-type: none"> • Reporting any Account IDs that will be governed by the terms of this Call-Off Contract and Framework Agreement to aws-gcloud@amazon.com. • Properly configure and use the Service Offerings in a manner that provides security and redundancy of its Buyer Data • Adhere to Supplier's acceptable use policy (https://aws.amazon.com/aup/). In the event Buyer does not adhere to the acceptable use policy then, to the extent practicable, Supplier will: (i) only suspend Buyer's right to access or use those instances, data, or portions of the Service Offerings that caused the suspension; and (ii) limit the suspension to those Buyer accounts that caused the suspension. • Satisfy itself that Supplier's environmental policy (https://www.aboutamazon.com/sustainability) meets its requirements prior to entering into the Call-Off Contract <p>Additional Buyer Dependencies:</p> <ul style="list-style-type: none"> • If Buyer Data contains Buyer Personal Data, Buyer: <ul style="list-style-type: none"> (i) agrees that the GDPR DPA, set out in the Supplier Terms, shall apply in addition to Clause 33 of this Call Off Contract; (ii) shall implement the minimum architecture requirements referenced in Annex 2 of the GDPR DPA; and (iii) shall refer to the provisions set out in clause 10.4 of the GDPR DPA regarding the information that Supplier makes available to Buyer for the purposes of assisting Buyer's Data Protection Impact Assessment. • Buyer agrees that an indemnity claim under clause 10.1 of this Call-Off Contract is only valid if and to the extent that: (i) the Losses that are subject to the claim are reasonably foreseeable at the Start Date; and (ii) Buyer has taken all reasonable steps to mitigate such Losses in accordance with clause 4.2 of the Framework Agreement. • Buyer retains control and ownership of its data. Buyer can retrieve Buyer Data from Supplier Services up to 90 days post-termination. Buyer shall continue to pay any applicable Charges for any post-termination use of the Service Offerings and all other amounts due. • The Supplier will seek consent to use the Buyer's name and logo in a case study relating to Buyer's use of the Services supplied under this Call-Off Contract. The Supplier and the Buyer shall collaborate on the production of a case study and the Supplier will issue such case study to the Buyer to obtain Buyer's written consent for its publication, such consent shall not be unreasonably withheld or delayed. • Neither Party shall disclose the terms of this Call-Off Contract
--	---

	<p>or publish this Call-Off Contract without the express prior written consent of the other Party (such consent to not to be unreasonably withheld).</p> <ul style="list-style-type: none"> • In the event of a Supplier Default the Buyer may only End this Call-Off Contract where the Supplier Default remains uncured for a period of thirty (30) days from receipt of a notice from the Buyer. • Buyer shall be enrolled in AWS Support (as further described in the OGVA 2.0 Private Pricing Addendum) during the Term.
Buyers equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes No Buyer's Equipment</p> <p>Reason Not applicable.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <ol style="list-style-type: none"> 1. Arcus Global Limited 2. BJSS LimitedSlalom 3. Clckwrk Limited 4. Contino Solutions Limited 5. Kainos Software Limited 6. Thoughtworks Limited 7. Version 1 Solutions Limited <p>The Subcontractor(s) or partner(s) that will be used for each particular Professional Services project shall be identified in the associated Statement of Work.</p>
-----------------------------------	---

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	<p>Invoices will be sent to:</p> <p>IPC Worthing PO Box 2092Barrington Road Worthing BN12 9AN</p> <p>Electronic invoices to be sent, in PDF format, to: payments.team@hmrc.gov.uk</p>
Invoice information required	<p>All invoices must include</p> <p>any Purchase/Limit Order/Contract Number reference provided by the Buyer and the net/total invoice amount stated in £GBP.</p> <p>For the avoidance of doubt, all invoices must be issued in the name of and sent to the Buyer by the following Supplier:</p>

	<p>Amazon Web Services EMEA SARL, UK Branch (Amazon Web Services EMEA SARL acting through its UK branch)</p> <p>1 Principal Place Worship Street London EC2A 2FA</p>
Invoice frequency	Invoice will be sent to the Buyer monthly
Call-Off Contract value	<p>The value of this Call-Off Contract is GBP £350,000,000.</p> <p>The Buyer shall pay the following:</p> <ul style="list-style-type: none"> • Year 1 value \$122,621,664\$USD; • Year 2 value \$132,431,387\$USD; and • Year 3 value \$143,025,909\$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>
Call-Off Contract charges	The breakdown of the Charges is found in the Suppliers pricing documents on the Platform Application

Additional Buyer terms

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

	<p>IPR and also known as AWS Content. For the avoidance of doubt, AWS Content does not include the Services.</p> <ul style="list-style-type: none">• 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/subprocessors.• Supplier will not (a) disclose Buyer Data to any government or third party or (b) subject to Section 3.2 of the Supplier Terms, move Buyer Data from the AWS regions selected by Buyer; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, Supplier will give you notice of any legal requirement or order referred to in this section. <p style="text-align: center;">AUTHORITY’S MANDATORY TERMS</p> <p>A. For the avoidance of doubt, references to ‘the Agreement’ mean this Call-Off Contract between the Supplier and the Authority. References to ‘the Authority’ mean ‘the Buyer’ (the Commissioners for Her Majesty’s Revenue and Customs).</p> <p>B. The Agreement incorporates the authority’s mandatory terms set out in this supplemental requirement.</p> <p>C. In case of any ambiguity or conflict, the authority’s mandatory terms in this supplemental requirement will supersede any other terms in the Agreement.</p> <p>D. Definitions:</p> <table><tr><td>“Affiliate”</td><td>in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under</td></tr></table>	“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under		

		direct or indirect common Control with, that body corporate from time to time;
	“Authority Data”	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Authority; and/or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;</p>
	“Charges”	the charges for the Services as specified in Schedule 2 of this Call-Off Contract;
	“Connected Company”	means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
	“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
	“Controller”, “Processor”, “Data Subject”	take the meaning given in the GDPR;
	“Data Protection Legislation”	<p>(a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;</p> <p>(b) the DPA 2018 to the extent that it relates to processing of personal data and privacy;</p>

	(c) all applicable Law about the processing of personal data and privacy;
“GDPR”	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) along with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related or equivalent domestic legislation, as updated from time to time;
“Key Subcontractor”	any Subcontractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Personal Data”	has the meaning given in the GDPR;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;

	“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
	“Subcontract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
	“Subcontractor”	any third party with whom: (a) the Supplier enters into a Subcontract; or (b) a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;
	“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
	“Supporting Documentation”	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;
	“Tax”	(a) all forms of tax whether direct or indirect; (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and

	<table border="1"> <tr> <td></td><td> (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction; </td></tr> <tr> <td>“Tax Non-Compliance”</td><td> where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where: (a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause G.3; and (b) any “Essential Subcontractor” means any Key Subcontractor; </td></tr> <tr> <td>“VAT”</td><td>value added tax as provided for in the Value Added Tax Act 1994.</td></tr> </table>		(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;	“Tax Non-Compliance”	where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where: (a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause G.3; and (b) any “Essential Subcontractor” means any Key Subcontractor;	“VAT”	value added tax as provided for in the Value Added Tax Act 1994.
	(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;						
“Tax Non-Compliance”	where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where: (a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause G.3; and (b) any “Essential Subcontractor” means any Key Subcontractor;						
“VAT”	value added tax as provided for in the Value Added Tax Act 1994.						

E. Payment and Recovery of Sums Due

E1. The Supplier shall invoice the Authority as specified in Part A of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:

E.1.1 the Supplier does so at its own risk; and

E.1.2 the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.

E2. Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time, either:

	<p>E.2.1 via the Authority's electronic transaction system. The Authority will provide reasonable advance notice of the details of a new electronic transaction system; or</p> <p>E.2.2 to the Buyer's Amazon Web Services Contract Manager (or such person notified to the Supplier in writing by the Authority) by email in pdf format or, if agreed with the Authority, in hard copy by post.</p> <p>E3. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.</p> <p>F. Warranties</p> <p>F.1 The Supplier represents and warrants that:</p> <p>F.1.1 in the three years prior to the Start Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;</p> <p>F.1.2 it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and</p> <p>F1.3 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Start Date.</p> <p>F.2 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause F.1.1, F.1.2 and/or F.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in</p>
--	---

	<p>sufficient detail to enable the Authority to make an accurate assessment of the situation.</p> <p>F.3 In the event that the warranty given by the Supplier pursuant to Clause F.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).</p> <p>G. Promoting Tax Compliance</p> <p>G.1 All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.</p> <p>G.2 To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.</p> <p>G.3 The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.</p> <p>G.4 If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:</p> <p>G.4.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and</p> <p>G.4.2 promptly provide to the Authority:</p> <p style="padding-left: 40px;">(a) details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and</p>
--	--

	<p>(b) such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.</p> <p>G.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 0 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.</p> <p>G.6 Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.</p> <p>G.7 If the Supplier:</p> <p>G.7.1 fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 0, 0 and/or 0 this may be a material breach of the Agreement;</p> <p>G.7.2 fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 0 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or</p> <p>G.7.3 fails to provide details of steps being taken and mitigating factors pursuant to Clause 0 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;</p> <p>and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for</p>
--	---

	<p>Supplier fault (termination for Supplier cause or equivalent clause).</p> <p>G.8 The Authority may internally share any information which it receives under Clauses 0 to 0 (inclusive) and 0, for the purpose of the collection and management of revenue for which the Authority is responsible.</p> <p>H. Use of Off-shore Tax Structures</p> <p>H.1 Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("Prohibited Transactions"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.</p> <p>H.2 The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.</p> <p>H.3 In the event of a Prohibited Transaction being entered into in breach of Clause E above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the</p>
--	--

	<p>Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses E and O, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.</p> <p>H.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses O and O shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).</p> <p>I. Data Protection and off-shoring</p> <p>1.1 The Processor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:</p> <p>I.1.1 not process or permit to be processed Personal Data outside of the United Kingdom unless the prior written consent (which means explicit consent obtained in writing or documented instructions (which means the provision of instructions via configuration tools such as the Supplier management console and APIs made available by the Supplier for the Services) in each case received after the date on which the Agreement is signed) of the Controller has been obtained or to the extent required to provide Services outside of the United Kingdom where the Controller actively selects a Supplier region outside of the United Kingdom, and the following conditions are fulfilled:</p> <ul style="list-style-type: none"> (a) the Controller or the Processor has provided appropriate safeguards in relation to the processing (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller; (b) the Data Subject has enforceable rights and effective legal remedies; (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is processed (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
--	--

	<p>I.2 Failure by the Processor to comply with the obligations set out in Clause 0 shall allow the Authority to terminate the Agreement pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).</p> <p>J. Commissioners for Revenue and Customs Act 2005 and related Legislation</p> <p>J.1 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.</p> <p>J.2 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.</p> <p>J.3 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause J.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.</p> <p>J.4 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.</p> <p>J.5 In the event that the Supplier or the Supplier Personnel fail to comply with this Clause J, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).</p> <p>K. Publicity and Branding</p>
--	---

	<p>K.1 In addition to the incorporated Framework Agreement Clauses 8.51 to 8.53 (Publicity and branding) the Supplier:</p> <p>K.1.1 shall not publicise this Call-Off Contract or its contents in any way without the Buyer's prior written approval;</p> <p>K.1.2 shall not use the Buyer's name, logo or brand in any promotion or marketing or announcement of orders without the Buyer's prior written approval; and</p> <p>K.1.3 acknowledges that nothing in this Call-Off Contract either expressly or by implication constitutes an endorsement of any products or services of or provided to the Buyer and agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.</p> <p style="text-align: center;">Annex 1</p> <p>Excerpt from HMRC's "Test for Tax Non-Compliance"</p> <p>Condition one (An in-scope entity or person)</p> <p>1. There is a person or entity which is either: ("X")</p> <p>a) The Economic Operator or Essential Subcontractor (EOS)</p> <p>b) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with IFRS 10 Consolidated Financial Accounts ;</p> <p>c) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.</p>
--	--

	<p>Condition two (Arrangements involving evasion, abuse or tax avoidance)</p> <p>2. X has been engaged in one or more of the following:</p> <ul style="list-style-type: none"> a. Fraudulent evasion ; b. Conduct caught by the General Anti-Abuse Rule ; c. Conduct caught by the Halifax Abuse principle ; d. Entered into arrangements caught by a DOTAS or VADR scheme ; e. Conduct caught by a recognised ‘anti-avoidance rule’ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes; f. Entered into an avoidance scheme identified by HMRC’s published Spotlights list ; g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above. <p>Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))</p> <p>3. X’s activity in Condition 2 is, where applicable, subject to dispute and/or litigation as follows:</p> <ul style="list-style-type: none"> 1. In respect of (a), either X: <ul style="list-style-type: none"> 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure ; or, 2. Has been charged with an offence of fraudulent evasion. 2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal
--	---

process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.

3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
4. In respect of (f) this condition is satisfied without any further steps being taken.
5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

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

¹ <https://www.iasplus.com/en/standards/ifrs/ifrs10>

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

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

⁴ "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

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

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

⁷ Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website:

<https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

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

Annex 2 Form

CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: HMRC_AWS007 Compute (OGVA2)
dated 1 December 2023 ('the Agreement')

DECLARATION:

I solemnly declare that:

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

SIGNED:

FULL NAME:

POSITION:

COMPANY:

DATE OF SIGNATURE:

OGVA2.0 Private Pricing Addendum provisions shall apply.

Alternative clauses	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>No alternative clauses are required</p>								
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>Within the scope of the Call-Off Contract,</p> <p>[Redacted Information]</p>								
Personal Data and Data Subjects	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used:</p> <p>Schedule 7, Annex 1 will apply</p> <p>Supplier's GDPR DPA can be found at Appendix 3 to the Supplier Terms.</p>								
Intellectual Property	<p>Supplier Services will not include any Projects Specific IPRs or Background IPR that could be embedded in any potential Projects Specific IPRs.</p>								
Social Value	<div><p>Supplier's performance against the following Social Value Themes, in accordance with the <u>Social Value Model</u> as published by the <u>Government</u>.</p><table><tr><th>Social Value Theme</th><th>Reporting Metrics</th><th>Reporting Format</th></tr><tr><td rowspan="2">Tackling economic inequality:<ul style="list-style-type: none">MAC 3.2: Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and Services.</td><td>Pounds invested to train employees</td><td>https://impact.aboutamazon.co.uk/</td></tr><tr><td>Number of AWS Partner Network (APN) Partners globally</td><td>https://aws.amazon.com/partners/</td></tr></table></div>	Social Value Theme	Reporting Metrics	Reporting Format	Tackling economic inequality: <ul style="list-style-type: none">MAC 3.2: Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and Services.	Pounds invested to train employees	https://impact.aboutamazon.co.uk/	Number of AWS Partner Network (APN) Partners globally	https://aws.amazon.com/partners/
Social Value Theme	Reporting Metrics	Reporting Format							
Tackling economic inequality: <ul style="list-style-type: none">MAC 3.2: Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and Services.	Pounds invested to train employees	https://impact.aboutamazon.co.uk/							
	Number of AWS Partner Network (APN) Partners globally	https://aws.amazon.com/partners/							

		<p>Tackling economic inequality:</p> <ul style="list-style-type: none"> MAC 3.5: Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain. 	Cyber Essentials Plus certification	https://aws.amazon.com/compliance/cyber-essentials-plus/
			ISO/IEC 27001:2013 certification	https://d1.awsstatic.com/certifications/iso_27001_global_certification.pdf
			System and Organization Controls (SOC) Reports	https://aws.amazon.com/compliance/soc-faqs/
		<p>Fighting Climate Change:</p> <ul style="list-style-type: none"> MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions. 	Carbon Reduction Plan published in alignment with PPN 06/21	https://sustainability.aboutamazon.co.uk/uk-carbon-reduction-plan.pdf
			Number of AWS Regions with electricity consumed as attributable to 100% renewable energy	https://sustainability.aboutamazon.com/products-services/the-cloud?energyType=true
			Number of renewable energy projects in the UK	https://sustainability.aboutamazon.com/products-services/the-cloud?energyType=true
			Sustainability Report published	https://sustainability.aboutamazon.com/2022-sustainability-report.pdf
		<p>Fighting Climate Change:</p> <ul style="list-style-type: none"> MAC 4.2 Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement. 	Free sustainability course available to customers	https://explore.skill-builder.aws/learn/course/external/view/elearning/15981/sustainability-transformation-with-aws
		<p>Equal opportunity:</p> <ul style="list-style-type: none"> MAC 6.1: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. 	Pounds invested in addressing gender inequity	https://sustainability.aboutamazon.com/2022-sustainability-report.pdf
		<p>Wellbeing</p> <ul style="list-style-type: none"> MAC 7.1: Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce. 	Number of affinity groups to support diversity and inclusion	https://sustainability.aboutamazon.com/2022-sustainability-report.pdf
			Human Rights Campaign Best Places to Work for LGBTQ+ Equality Score	https://sustainability.aboutamazon.com/2022-sustainability-report.pdf

1. Formation of contract

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

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier Amazon Web Services EMEA SARL, UK Branch	Buyer The Commissioners for His Majesty's Revenue & Customs
Name	[Redacted Information]	[Redacted Information]
Title	[Redacted Information]	[Redacted Information]
Signature	[Redacted Information]	[Redacted Information]
Date	[Redacted Information]	[Redacted Information]

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 Elastic Compute Cloud (EC2)	116206006589621

Lot 1:

Subsidiary services required with Service ID 116206006589621

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 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 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 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 ProServe)	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 Not Used

Schedule 4: Alternative clauses Not Used

Schedule 5: Guarantee Not Used

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	<p>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).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or
--------------	---

	defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) 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.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.

Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.

Inside IR35	<p>Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.</p>
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.

Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the UK GDPR.

Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	<p>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:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> o under the Bribery Act 2010 o under legislation creating offences concerning Fraud o at common Law concerning Fraud o committing or attempting or conspiring to commit Fraud

Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.

Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.

Service data	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.

Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: [Redacted Information]
- 1.2 The contact details of the Supplier's Data Protection Officer are: The data protection officer for Amazon Web Services EMEA SARL can be contacted at [Redacted Information]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below</p> <p>Personal Data provided to support the collection of Tax, the payment of benefits and such ancillary activities as are required of, or exercised by, the Buyer under its statutory functions.</p> <p>The Supplier is Controller and the Buyer is Processor</p> <ul style="list-style-type: none"> • Not applicable. <p>The Parties are Joint Controllers</p> <ul style="list-style-type: none"> • Not applicable. <p>The Parties are Independent Controllers of Personal Data</p> <p>Not applicable.]</p>
Duration of the Processing	During the Term of the Call-Off Contract, 1 December 2023 to 30 November 2026.

Nature and purposes of the Processing	<p>Under the AWS shared responsibility model, the Buyer also has a responsibility to ensure the protection of its own Buyer Data. Supplier provides tools and service offerings to assist Buyers with the protection of Buyer Data. Supplier strongly recommends that Buyers use AWS Services such as CloudTrail, Security Hub and GuardDuty to ensure that the Buyer is in compliance with Data Protection Legislation. Buyer acknowledges that Supplier achieves compliance with its notification and security requirements under this Call-Off Contract by making such services available provided that the Supplier provides such services with all reasonable skill and care and meets the technical standards the Supplier is required to comply with as set out in Clause 13.5 of the Call-Off Contract and in the 'Technical standards' section of the Order Form.</p> <p>Supplier is not in a position to determine whether Documented Instructions infringe the GDPR 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 in accordance with its terms.</p> <p>Nature and purposes of the Processing is:</p> <p>Compute, storage and such other processing as undertaken pursuant to the services described in the Call-Off Contract and as initiated by the Buyer (including via configuration tools) from time to time, and which supports the Buyer in the assessment and collection of Tax, the payment of benefits and any ancillary activities necessary or expedient in connection with the exercise of the Buyer's functions, or incidental or conducive to the exercise of the Buyer's functions.</p>
Type of Personal Data	Buyer Data and Buyer Personal Data.
Categories of Data Subject	<p>Those identified or identifiable natural persons who are the subject of the processing undertaken pursuant to the Call-Off Contract, including but not limited to:</p> <ul style="list-style-type: none"> • members of the public • customers and clients • businesses • suppliers and service providers • advisers, consultants and other professional experts • complainants and enquirers • agents and representatives • relatives, children, guardians, dependents and associates

	<ul style="list-style-type: none"> • offenders and suspected offenders • employees of the Buyer, Revenue & Customs Digital and Technology Services Limited and other government departments including in each case all servants, agents and contractors.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Refer to Offboarding Section of this Call off Contract

Annex 2: Joint Controller Agreement Not Used