G-Cloud 12 Call-Off Contract

HMRC_AWS006 Compute (OGVA)

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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.

Digital Marketplace service ID number	As listed in Schedule 1
Call-Off Contract reference	HMRC_AWS006 Compute (OGVA) (This contract gives Notice of Termination of the contract HMRC_AWS004 – Compute).
Call-Off Contract title	Amazon Compute
Call-Off Contract description	AWS compute, storage and training services
Start date	1 April 2021
Expiry date	31 March 2023
Call-Off Contract value	The Buyer shall pay the following: • Year 1 value $40.1m USD; • Year 2 value $40.1m USD; and • Year 3 value $40.1m USD; together, the "Spend Commitment". The Spend Commitment shall be the minimum spend in this Call-Contract. 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.
Charging method	Invoice
Purchase order number	To be advised.

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

From the Buyer	Buyer's name: **The Commissioners for Her 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:

[REDACTED INFORMATION]

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For the Supplier:

[REDACTED INFORMATION]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01 April 2021 and is valid for 36 months [The date and number of days or months is subject to clause 1.2 in Part B below.]
Ending (termination)	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). The notice period for the Buyer is a maximum of **30** days from the date of written notice for Ending without cause (as per clause 18.1).
Extension period	This Call-off Contract can be extended by the Buyer for **zero** period(s) of **zero** months each, by giving the Supplier written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

Buyer contractual details

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

G-Cloud lot	This Call-Off Contract is for the provision of Services under: • Lot 1: Cloud hosting • Lot 2: Cloud software • Lot 3: Cloud support
G-Cloud services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: • Lot 1: Cloud compute infrastructure • Lot 2: BYOL Service • Lot 3: AWS Support, Managed Service, ProServe and Training 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. 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. Supplier Services will not include any Projects Specific IPRs or Background IPR that could be embedded in any potential Projects Specific IPRs.
Additional Services	No additional services
Location	The Services will be delivered to from the Supplier region(s) selected by Buyer upon each account creation. • 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 3 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 Digital Marketplace.

Technical standards:	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 Digital Marketplace. Supplier Staff Vetting Requirements: No Supplier Staff Vetting Requirement
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 Digital Marketplace.
Onboarding	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; • Buyer's Name and Address • AWS Account ID • Buyer PO Number (where applicable) 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. 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. For VMware Cloud on AWS, Buyer will complete and submit an order addendum to the Call off Contract in the form of a VMware Cloud on AWS Order request form (VMware Order Form) as provided by the Supplier. Information provided to the Supplier in the VMware Order Form will be shared with VMware. Upon receipt of the VMware Order Form, VMware will send the Buyer an e-mail with VMware on boarding instructions to the e-mail address listed on the VMware Order Form. Once the Buyer has completed the on boarding process with VMware, the Buyer may begin to provision VMware Cloud on AWS. All purchases of VMware Cloud on AWS will be made directly through a console provided by VMware.

Offboarding	The offboarding plan for this Call-Off Contract is Buyer may terminate the relationship with Supplier for any reason by (i) providing Supplier with notice; and (ii) closing Buyer's account for all Services for which Supplier provides an account closing mechanism. 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. 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: • 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. 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. 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: • 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.
Collaboratio n agreement	Buyer does not require Supplier to enter into a Collaboration Agreement.

Limit on Parties' liability	The annual total liability of either Party for all Property Defaults will not exceed *[REDACTED INFORMATION]* The annual total liability for Buyer Data Defaults will not exceed *[REDACTED INFORMATION]* The annual total liability for all other Defaults will not exceed *[REDACTED INFORMATION]*
Insurance	The insurance(s) required will be: • a minimum insurance period of 3 years following the expiration or Ending of this Call-Off Contract. • professional indemnity insurance cover to be held by Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law). • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.

Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than **15** consecutive days.
Audit	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. 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.
Buyer's responsibilities	The Buyer is responsible for: The Buyer is responsible for: • Selecting the appropriate Supplier region. • Reporting any Account IDs that will be governed by the terms of this Call-Off Contract and Framework Agreement to 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 Additional Buyer Dependencies: • If Buyer Data contains Buyer Personal Data, Buyer: (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 3 of the

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	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, the Buyer has taken all reasonable steps to mitigate such Losses in accordance with clause 4.3 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.
	• Neither Party shall disclose the terms of this Call-Off Contract or publish this Call-Off Contract without the express prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
	• 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 Addendum) during the Term.
Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract includes No Buyer's Equipment Reason Not applicable.

Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners None

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	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. 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 For invoice details and process concerning the Cloud Endure DR Service please refer to the applicable Service Description document listed in Schedule 1.
Who and where to send invoices to	Invoices will be sent to **IPC Worthing** **PO Box 2092Barrington Road** **Worthing** **BN12 9AN** Electronic invoices to be sent, in PDF format, to: payments.team@hmrc.gov.uk
Invoice information required	All invoices must include any Purchase/Limit Order/Contract Number reference provided by the Buyer and the net/total invoice amount stated in £GBP. For the avoidance of doubt, all invoices must be issued in the name of and sent to the Buyer by the following Supplier:

	Amazon Web Services EMEA SARL, UK Branch (Amazon Web Services EMEA SARL acting through its UK branch) 1 Principal Place Worship Street London EC2A 2FA
Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	The total value of this Call-Off Contract is • Year 1 value $40.1m USD; • Year 2 value $40.1m USD; and • Year 3 (extension) value $40.1m USD; 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.
Call-Off Contract charges	The breakdown of the Charges is found in the Suppliers pricing documents on the Digital Marketplace. *[REDACTED INFORMATION]*

Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: As detailed in the Service Description documents on the Digital Marketplace for the Services as listed in Schedule 1
Guarantee	Not used
Warranties, representations	In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that No additional warranties or representations
Supplemental requirements in addition to the Call-Off terms	Within the scope of the Call-Off Contract, the Supplier • Will implement reasonable and appropriate measures designed to help Buyer secure their Service Data against accidental or unlawful loss, access or disclosure. • or any of its affiliates will make available in connection with the Services or on the AWS Site documentation; sample code; software libraries; command line tools; and other related technology which is Supplier's Background IPR and also known as AWS Content. For the avoidance of doubt, AWS Content does not include the Services. • 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. • can provide Protective Measures which are detailed at clause 5 of the GDPR DPA. • security breach notification process is set out in Clause 9 of the GDPR DPA for Buyer. • will provide prior information to Buyer if Supplier authorizes and permits any new subcontractor to access any Buyer Personal Data. Buyer can find information on subprocessors at: https://aws.amazon.com/compliance/sub-processors. • Supplier will not (a) disclose Buyer Data to any government or third party or (b) subject to Section 3.3 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.

AUTHORITY'S MANDATORY TERMS

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).

B. The Agreement incorporates the authority's mandatory terms set out in this supplemental requirement.

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.

D. Definitions

"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"	(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: (i) supplied to the Supplier by or on behalf of the Authority; and/or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or (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;
"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"	(a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (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.at) (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 (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 0; 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:

    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

    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.

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.

F. Warranties

F.1   The Supplier represents and warrants that:

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;

F.1.2 it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and

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.

F.2 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 0, 0 and/or 0 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

F.3 In the event that the warranty given by the Supplier pursuant to Clause 0 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).

G. Promoting Tax Compliance

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.

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.

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.

G.4 If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:

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G.4.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

G.4.2 promptly provide to the Authority:

  (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

  (b) such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.

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.

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.

G.7 If the Supplier:

  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;

  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

  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;

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 Supplier fault (termination for Supplier cause or equivalent clause).

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.

H. Use of Off-shore Tax Structures

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.

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.

H.3 In the event of a Prohibited Transaction being entered into in breach of Clause 0 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 0 and H.1, 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.

H.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses H.1 and 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).

I. **Data Protection and off-shoring**

I.1 The Processor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:

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:

(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;

I.2 Failure by the Processor to comply with the obligations set out in Clause I.1 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).

J. **Commissioners for Revenue and Customs Act 2005 and related Legislation**

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

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and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.

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.

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.

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.

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).

K. Publicity and Branding

K.1 In addition to the incorporated Framework Agreement Clauses 8.51 to 8.53 (Publicity and branding) the Supplier:

K.1.1 shall not publicise this Call-Off Contract or its contents in any way without the Buyer's prior written approval;

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

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.

Annex 1

	Excerpt from HMRC's "Test for Tax Non-Compliance" Condition one (An in-scope entity or person) 1. There is a person or entity which is either: ("X") a) The Economic Operator or Essential Subcontractor (EOS) 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[1]; 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. Condition two (Arrangements involving evasion, abuse or tax avoidance) 2. X has been engaged in one or more of the following: a. Fraudulent evasion[2]; b. Conduct caught by the General Anti-Abuse Rule[3]; c. Conduct caught by the Halifax Abuse principle[4]; d. Entered into arrangements caught by a DOTAS or VADR scheme[5]; e. Conduct caught by a recognised 'anti-avoidance rule'[6] 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;

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[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.

f. Entered into an avoidance scheme identified by HMRC's published Spotlights list[7];

g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

3. X's activity in Condition 2 is, where applicable, subject to dispute and/or litigation as follows:

1.   In respect of (a), either X:

      1.   Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure[8]; 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.

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[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_AWS006-Compute dated 1 April 2021 ('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: **OGVA** OGVA Addendum provisions in Schedule 2 apply.
Alternative clauses	These Alternative Clauses, which have been selected from Schedule 4, will apply: No alternative clauses are required
Buyer specific amendments to/refinements of the Call-Off Contract terms	Within the scope of the Call-Off Contract, The Parties agree (at the Buyer's request) that the following Supplier Terms sections are amended as follows: **Temporary Suspension.** Section 6 of the Supplier Terms shall have the following insertion at the end of the paragraph: ○ AWS will only limit Customer's right to access or use the instances, data or portions of the Service

	Offerings (within the relevant Customer account(s)) that caused the security or liability risk or threat. AWS will restore Customer's access and use rights promptly after Customer has resolved the issue giving rise to the limitation. AWS will use commercially reasonable efforts to provide Customer with as much prior Notice as is practicable under the circumstances before limiting access and use rights under this Section 6. If the temporary limitation prevents Customer from resolving the issue, AWS will work with Customer in good faith to identify a means to resolve the issue (which might include providing Customer with access to limited Customer Content). Upon Customer's request, if Customer is then enrolled in AWS Support at the Enterprise level, AWS will make personnel available to discuss potential remediation actions that can be taken to avoid future limitations. Notwithstanding the foregoing, the Parties acknowledge that the Supplier must not suspend the supply of the G-Cloud Services as set out in Clause 7.10 of the Call Off Contract.
Public Services Network (PSN)	The Public Services Network (PSN) is the government's secure network. If the G-Cloud Services are to be delivered over PSN this should be detailed here: Not applicable
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Schedule 7, Annex 1 will apply Supplier's GDPR DPA can be found at Appendix 3 to the Supplier Terms.

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.

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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 RM1557.12.

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 Her Majesty's Revenue & Customs**
Name	[Redacted Information]	[Redacted Information]
Title	[Redacted Information]	[Redacted Information]
Signature		
Date	24 March 2021	24 March 2021

Schedule 1: Services

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

Lot 1:

G-Cloud 12 – AWS EMEA SARL, UK Branch Service	DM Service ID
Amazon API Gateway	632820083930960
Amazon AppStream 2.0	824125587816943
Amazon Athena	565215744241353
Amazon Augmented AI (A2I)	377817024297663
Amazon Aurora	525963457027316
Amazon Cloud Directory	607459957133847
Amazon CloudFront	911595742440757
Amazon CloudSearch	441728087112805
Amazon CloudWatch	525720136564440
Amazon CodeGuru	338677652297837
Amazon Cognito	420829941716189
Amazon Comprehend	392316611814385
Amazon Comprehend Medical	558055461209008
Amazon Detective	282484910096092
Amazon DocumentDB (with MongoDB compatibility)	960765097266582
Amazon DynamoDB	443410373780455
Amazon ElastiCache	637882381824921
Amazon Elastic Block Store (Amazon EBS)	530652822823835
Amazon Elastic Compute Cloud (Amazon EC2)	872289059276702
Amazon Elastic Container Registry (Amazon ECR)	884865817831270
Amazon Elastic Container Service (Amazon ECS)	949805146257434
Amazon Elastic Container Service for Kubernetes (Amazon EKS)	208157100126934
Amazon Elastic File System (Amazon EFS)	384755189154631
Amazon Elastic Graphics	795824341370913
Amazon Elastic Inference	757788042749604
Amazon Elasticsearch	137542218556747
Amazon Elastic Transcoder	781972480884399
Amazon EMR	141184032748932
Amazon EventBridge	959012717910244
Amazon Forecast	869362537418891
Amazon Fraud Detector	629037069067387
Amazon FreeRTOS	195273980824458
Amazon FSx for Lustre	887731071127741
Amazon FSx for Windows File Server	393058793048420

Amazon GameLift	914583233724818
Amazon Glacier	299237560076501
Amazon GuardDuty	470935329474699
Amazon Inspector	872069308606941
Amazon Kendra	239820681520645
Amazon Keyspaces (for Apache Cassandra)	762608804457662
Amazon Kinesis	557557954180566
Amazon Lex	235859035571224
Amazon Lightsail	135542758674898
Amazon Machine Learning	547025631135750
Amazon Macie	944815614923516
Amazon Managed Blockchain	340374281370729
Amazon Managed Streaming for Apache Kafka	310296704374169
Amazon MQ	207366245765280
Amazon Neptune	412628507548092
Amazon Personalize	776450536459543
Amazon Pinpoint	852706471872199
Amazon Polly	231209122514604
Amazon Quantum Ledger Database (QLDB)	933331066125479
Amazon QuickSight	768438846854223
Amazon Redshift	371498653650033
Amazon Rekognition	193610759779128
Amazon Relational Database Service (Amazon RDS)	336589700347867
Amazon Route 53	624965514779013
Amazon SageMaker	357080561833649
Amazon Simple Email Service (Amazon SES)	346439039470588
Amazon Simple Notification Service (Amazon SNS)	777377954226771
Amazon Simple Queue Service (Amazon SQS)	769623588127849
Amazon Simple Storage Service (Amazon S3)	133238515384052
Amazon Simple Workflow Service (Amazon SWF)	171261559079071
Amazon Sumerian	844267264172259
Amazon Textract	202655099071076
Amazon Transcribe	615816916590364
Amazon Transcribe Medical	228074301479316
Amazon Translate	161694265278353
Amazon Virtual Private Cloud (Amazon VPC)	978848117828311
Amazon WorkLink	204172164860750
AWS Amplify Console	671583163901632
AWS Application Discovery Service	883683125929451
AWS App Mesh	932305402524624
AWS AppSync	203535675398029
AWS AppSync	360111819662581

AWS Artifact	264870784820741
AWS Auto Scaling	668832799709710
AWS Backup	860844684466681
AWS Batch	842423010671655
AWS Certificate Manager	781148207135149
AWS Chatbot	506561320433086
AWS Cloud9	312692352339014
AWS CloudFormation	367597902972978
AWS CloudHSM	874039520517232
AWS Cloud Map	941407504544151
AWS CloudTrail	520623789274406
AWS Codebuild	809146216379052
AWS CodeCommit	664168246041602
AWS CodeDeploy	179118055682503
AWS CodePipeline	673149763927052
AWS CodeStar	595550534748834
AWS Config	543848368748013
AWS Database Migration Service	867328993492071
AWS Data Pipeline	834378430942376
AWS DataSync	328589421835292
AWS Data Exchange (BYOS)	214763882715332
AWS DeepRacer	266641988384101
AWS Device Farm	451673911453839
AWS Direct Connect	960450908310348
AWS Directory Service	272435801700475
AWS Elastic Beanstalk	736283301501024
AWS Elemental MediaConnect	387847916887684
AWS Elemental MediaConvert	469559030815661
AWS Elemental MediaLive	800599889369857
AWS Elemental MediaPackage	152425949506755
AWS Elemental MediaStore	137888129015586
AWS Elemental MediaTailor	449585869665577
AWS Fargate	373721804865026
AWS Firewall Manager	469667373308658
AWS Global Accelerator	473159320382312
AWS Glue	452288516416282
AWS Greengrass	264838235466609
AWS Identity and Access Management (IAM)	820812409281524
AWS IoT	915544832875685
AWS Key Management Service (AWS KMS)	914214388383313
AWS Lake Formation	249103686018872
AWS Lambda	547779087801821

AWS License Manager	328597805363723
AWS Marketplace - BYOL	144720776271891
AWS Migration Hub	477488359994735
AWS Mobile Hub	170357417071972
AWS OpsWorks	599434874063716
AWS Organizations	714442623140965
AWS Resource Access Manager (RAM)	949007127455873
AWS RoboMaker	432216692313971
AWS Secrets Manager	118559613500449
AWS Security Hub	156524506415069
AWS Serverless Application Repository	761512070431128
AWS Server Migration Service (SMS)	984236633867769
AWS Service Catalog	187617242150932
AWS Shield	737202731958353
AWS Single Sign-On	640648146192035
AWS Snowball Edge	501186585355398
AWS Snowmobile	935963221560026
AWS Step Functions	922567536898767
AWS Storage Gateway	440140710222706
AWS Systems Manager	508278572539054
AWS Transfer for SFTP	749755488464547
AWS Transit Gateway	687999769386597
AWS Trusted Advisor	826903993310593
AWS Web Application Firewall (AWS WAF)	982259272412284
AWS Well-Architected Tool	502421379112380
AWS X-Ray	373849910420349
Elastic Load Balancing (ELB)	294484674808787
Service Quotas	341508500024776
VMWare Cloud on AWS	835058600217417

Lot 2:

G-Cloud 12 – AWS EMEA SARL, UK Branch Service	DM Service ID
Alexa for Business	467642496560864
Amazon AppStream 2.0	853396334353462
Amazon Chime	677479230208689
Amazon Connect	607496186436084
Amazon Route 53	385984292971681
Amazon WorkDocs	754727736789621
Amazon WorkMail	709232849499559
Amazon WorkSpaces	451508133935256
AWS Marketplace - BYOL	510212267409362

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CloudEndure Disaster Recovery (DR)	784887146146435
CloudEndure Migration	851423050681419

Lot 3:

G-Cloud 12 – AWS EMEA SARL, UK Branch Service	DM Service ID
AWS Cloud Services (AWS ProServe)	521404645039678
AWS Managed Services (AMS)	551710030341130
AWS Support - Basic	268854918153445
AWS Support - Business	937623782654274
AWS Support - Developer	613774191328167
AWS Support - Enterprise	524841344704085
Big Data and Data Science Cloud Services (AWS ProServe)	288705742084246
Building GxP Compliance On AWS (AWS ProServe)	510394378629117
Business Transformation and Cloud Adoption Services (AWS ProServe)	971771392485820
Cloud Application Modernisation (AWS ProServe)	745549158240304
Cloud Contact Centre Services (AWS ProServe)	446040165631225
Cloud Database Services (AWS ProServe)	843465157634646
Cloud End User Computing (AWS ProServe)	704050639458939
Cloud Enterprise Architecture (AWS ProServe)	559103671445647
Cloud Innovation Services (AWS ProServe)	472281801048175
Cloud Kickstarter for AWS (AWS ProServe)	498794724022841
Cloud Migration Services (AWS ProServe)	308498616729731
Cloud Operations Services (AWS ProServe)	209014681173653
Cloud Security Services (AWS ProServe)	433084200625527
DevOps, Continuous Integration (CI) and Continuous Delivery (CD) Cloud Services (AWS ProServe)	766331903837775
Genomics on AWS (AWS ProServe)	812410986983809
IOT Cloud Services (AWS ProServe)	877452019358662
Machine Learning (ML) and Artificial Intelligence (AI) Cloud Services (AWS ProServe)	675754178716742
Rapid GxP Compliant Apps on AWS (AWS ProServe)	270145405242985
Real World Evidence (RWE) (AWS ProServe)	841398371613182
SAP on AWS – Cloud Services (AWS ProServe)	440838057387254
ServiceNow on AWS Cloud (AWS ProServe)	231176680805615
Store Protect and Optimise (SPO) Your Healthcare Data (AWS ProServe)	424463874659392
Training: Advanced Architecting on AWS	576859223224550
Training: Advanced Developing on AWS	952072364047539
Training: Architecting on AWS	696318305367722
Training: Architecting on AWS - Accelerator	112711433517340
Training: AWS Business Essentials	565705196379512

Training: AWS Cloud Practitioner Essentials	436357865708109
Training: AWS Technical Essentials	788475988810943
Training: Big Data on AWS	908124842245954
Training: Building a Serverless Data Lake on AWS	140975389766286
Training: Cloud Financial Management for Builders	113809136825112
Training: Data Warehousing on AWS	275205811555307
Training: Deep Learning on AWS	683418495717027
Training: Developing on AWS	364368553723518
Training: DevOps Engineering on AWS	828819727440790
Training: Migrating to AWS	456710065202545
Training: Planning and Designing Databases on AWS	799719130382794
Training: Practical Data Science with Amazon SageMaker	939117600162284
Training: Running Container-Enabled Microservices on AWS	473922602505856
Training: Security Engineering on AWS	713074901998003
Training: Systems Operations on AWS	373078177022288

The detailed technical description is found in Suppliers Service Description documents on the Digital Marketplace:

Lot 1 Cloud Compute is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/872289059276702-service-definition-document-2020-07-18-1221.pdf

Lot 1 Amazon CodeGuru, Amazon Detective, Amazon Fraud Detector, Amazon Kendra, Amazon Managed Streaming for Apache Kafka, AWS Chatbot, Amazon Keyspaces (for Apache Cassandra) is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/338677652297837-service-definition-document-2020-07-18-1147.pdf

Lot 1 AWS Data Exchange (BYOS) is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/214763882715332-service-definition-document-2020-07-18-1153.pdf

Lot 1 VMware Cloud on AWS:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/835058600217417-service-definition-document-2020-07-20-0947.pdf

Lot 1 AWS Rekognition is available here
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/193610759779128-service-definition-document-2020-07-18-1145.pdf

Lot 2 AWS Marketplace (BYOL) is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/144720776271891-service-definition-document-2020-07-18-1154.pdf

Lot 2 CloudEndure Migration is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/851423050681419-

service-definition-document-2020-07-18-1142.pdf

Lot 2 CloudEndure DR is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/784887146146435-service-definition-document-2020-07-18-1143.pdf

Lot 3 Professional Services is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/877452019358662-service-definition-document-2020-06-28-1613.pdf

Lot 3 Support Services is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/524841344704085-service-definition-document-2020-07-18-1140.pdf

Lot 3 Training Services is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/565705196379512-service-definition-document-2020-07-09-1328.pdf

Lot 3 AWS Managed Services is available here:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/551710030341130-service-definition-document-2020-06-30-1153.pdf

Schedule 2: Call-Off Contract charges

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

The Charges for Lot 1 and 2 Services shall be calculated in accordance with Suppliers Pricing Document found on the Digital Marketplace at the below link.
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/872289059276702-pricing-document-2020-07-07-1309.ods

Lot 1 VMware Cloud on AWS:
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/835058600217417-pricing-document-2020-11-09-0946.pdf

The Charges for Lot 3 AWS Support Services shall be calculated in accordance with Suppliers Pricing Document found on the Digital Marketplace at the below link.
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/268854918153445-pricing-document-2020-07-17-1603.pdf

The Charges for Lot 3 AWS Professional Services shall be calculated in accordance with Suppliers Pricing Document found on the Digital Marketplace at the below link.

https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/231176680805615-pricing-document-2020-07-10-1451.pdf

The Charges for Lot 3 AWS Training Services shall be calculated in accordance with Suppliers Pricing Document found on the Digital Marketplace at the below link.

https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/113809136825112-pricing-document-2020-09-28-1139.pdf

The Charges for Lot 3 AWS Managed Services shall be calculated in accordance with Suppliers Pricing Document found on the Digital Marketplace at the below link.
https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93253/551710030341130-pricing-document-2020-06-30-1624.pdf

OGVA ADDENDUM

[REDACTED INFORMATION]

PEGGED EXCHANGE RATE ADDENDUM

[REDACTED INFORMATION]

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Part B: Terms and conditions

1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection

- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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' 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 4 (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 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7   If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8   If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5.   Due diligence

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

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 its own due diligence

6.   Business continuity and disaster recovery

6.1   The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

6.2　The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3　If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7.　Payment, VAT and Call-Off Contract charges

7.1　The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2　The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3　The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4　If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5　The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6　If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7　All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8　The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9　The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10　The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11　If there's an invoice dispute, the Buyer must pay the undisputed 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   Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11.   Intellectual Property Rights

11.1   Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2   The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3   The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4   The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

11.5   The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

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

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

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

11.6.2 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

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

11.7 Clause 11.5 will not apply if the IPR Claim is from:

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

11.7.3 other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

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-security-classifications

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: https://www.cpni.gov.uk/content/adopt-risk-management-approach 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/technology-code-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 (and the Buyer of any Buyer Confidential Information breach). 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 is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

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); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (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 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.

21.4   The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5   Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6   The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1   the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer

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 the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

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

29.3   The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4   In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5   The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

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

29.6.1 its failure to comply with the provisions of this clause

29.6.2 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

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

29.8   For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30.   Additional G-Cloud services

30.1   The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2   If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31.   Collaboration

31.1   If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2   In addition to any obligations under the Collaboration Agreement, the Supplier must:

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 Call-Off 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, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement

Not used.

Schedule 4: Alternative clauses

Not used.

Schedule 5: Guarantee

Not used.

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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 Section 2 (Services Offered) 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 Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: • 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 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.
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	Data, Personal Data and any information, which may include (but isn't limited to) any: • 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 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 Framework Agreement 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)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws 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 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	Default is any: • 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 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.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
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	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: • 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 The following do not constitute a Force Majeure event: • 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	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).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
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 Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
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.
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	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	Intellectual Property Rights are: • 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	For the purposes of the IR35 rules an intermediary can be: • the supplier's own limited company • a service or a personal service company • a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
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 CCS'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, enforceable right within the meaning of Section 2 of the European Communities Act 1972, 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.
LED	Law Enforcement Directive (EU) 2016/680.
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 section 6 (What you report to CCS).
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 GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.

Prohibited act	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:
	• 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:
	    ○ under the Bribery Act 2010
	    ○ under legislation creating offences concerning Fraud
	    ○ at common Law concerning Fraud
	    ○ 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 high-performance 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 G-Cloud 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 Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
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-controls-check-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 G-Cloud 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: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

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: Principal Account Manager in the first instance

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.

Descriptions	Details
Identity of Controller for each Category of Personal Data	**The Buyer is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: 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.
Duration of the Processing	During the Term of the Call-Off Contract, 1 April 2021 to 31 March 2024.
Nature and purposes of the Processing	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.
	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.
	Nature and purposes of the processing is:
	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.
Type of Personal Data	Buyer Data and Buyer Personal Data.
Categories of Data Subject	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: • 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 • 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.