

Terms and Conditions of Government IT Procurement

SPECIAL TERMS AND CONDITIONS FOR SERVICES

Contract date and no.: _____

Annex no.: ____

1 SCOPE OF APPLICATION

(1) These Special Terms and Conditions for Services apply to the procurement of IT services by central government agencies; by state enterprises; by central government institutions and funds; and by municipalities and municipal federations, provided that these Terms and Conditions are referred to in the contract and unless otherwise agreed in writing.

(2) These Special Terms and Conditions are used in conjunction with the General Terms and Conditions of Government IT Procurement. In case of conflict, these Special Terms and Conditions take precedence over the General Terms and Conditions.

2 THE SERVICE AND ITS RESULTS

2.1 Service

(1) The supplier undertakes to deliver to the customer the services specified in the contract.

(2) The services together with any restrictions thereto, end results of the service and the special terms and conditions for each service are specified in the service contract and its appendices.

(3) The responsibilities and liabilities of the parties are detailed in the contract.

(4) The taking into use of the service and the taking-into-use project, if any, are detailed in the contract.

2.2 Service environment

(1) The supplier is responsible for the overall construction, functioning and maintenance of the service environment, unless otherwise agreed in respect of a specific part thereof. However, unless otherwise agreed, the supplier is not responsible for those parts of the service environment which are in the customer's premises.

(2) If one of the parties wishes to make changes to the part of the service environment which is his responsibility and these changes necessitate changes to the other party's hardware, systems, software or service use, the party wishing to make changes must notify the other party of the intended changes in good time. The changes must be mutually agreed by the parties.

(3) Insofar as any changes to be made would have no impact on the other party's hardware, systems or software, the party may make changes to the service environment that is his responsibility or the use of the service without asking for the other party's permission.

(4) The supplier will notify the customer in advance of the physical location where the service will actually be produced. The supplier must also notify the customer in advance if this location changes.

2.3 Customer's material

(1) The customer ensures that the customer's material is available to the supplier to the extent required in the contract, as agreed and at no extra cost.

(2) The supplier is not liable for any errors or shortcomings in the service which are due to the customer's material.

2.4 Service hours

(1) The service is available during the service hours specified in the contract. Unless otherwise agreed, work performed in the customer's premises and related to the service will be carried out during the normal working hours of the customer's organization.

2.5 Changes to the service

(1) Either party may propose a change to the content or service level of the service. This does not apply to any additional services or future changes in service volume whose price is set in advance in the contract, as these can be implemented through the ordering procedure.

(2) The parties undertake to process without undue delay any proposals for changes submitted by the other party.

(3) The supplier must inform the customer how the proposed changes would impact the services and their delivery schedule or service level, and also any extra work or extra cost for the supplier.

(4) Changes must be negotiated between the parties according to the agreed procedure, and all changes must be agreed in writing.

(5) The supplier is entitled and required to perform any changes only if they have been agreed in writing. However, the supplier is entitled and required to perform changes without regard to the change procedure specified in this section if the maintenance of the agreed level of service and information security requires immediate action. The supplier must then notify the customer without delay of any changes made under this clause, after which the parties must discuss the impact, if any, of the changes.

3 SERVICE ORDERING

(1) If the contract specifies a pre-determined price for additional services or for increasing the volume of the service, the customer can order such an additional service or increased volume through the ordering procedure specified in the contract.

4 SERVICE DELIVERY

4.1 Service quality

(1) The supplier provides the services carefully, considerately and at a level of professional competence which can reasonably be expected of an experienced and competent service provider. The services must be provided using good technological

practices, the agreed quality assurance system and written instructions approved by the parties.

4.2 Response time and urgency classification of the service

(1) The supplier must comply with any response times and urgency classifications specified in the contract.

4.3 Service levels

(1) Errors in the service will be corrected as per section 6.

(2) The supplier provides the services according to the service level requirements detailed in the contract, monitors the service level and reports on what the actual service level has been. If any shortcomings are noted in the service level, the supplier will submit a proposal to fix the service level and will correct the situation as specified in the service level agreement.

(3) If the service level does not match that specified in the contract, the customer is entitled to receive a contractual penalty for the shortfall in service level as agreed in the contract. The customer is entitled to deduct the contractual penalty from payments due to the supplier.

4.4 Working methods and processes

(1) Unless otherwise agreed, the service is provided using the supplier's working methods and processes. The supplier is free to change these as long as the changes do not cause extra costs, damage or inconvenience to the customer.

(2) The supplier undertakes to maintain and actively develop his working methods, practices and processes.

4.5 Service personnel

(1) The supplier employs personnel with appropriate qualifications and experience for providing the service. The supplier must immediately and at no extra cost to the customer replace any service employee who does not have sufficient professional competence or who according to a security inquiry conducted is not suitable for the position.

(2) The supplier must, using all reasonable means at his disposal, avoid replacing key employees specified by name whose replacement could have a material effect on the quality of the service or the service level.

(3) The supplier must draw up a list of his own or his subcontractor's employees who are involved in providing the service and who have access to the customer's information, materials and identification data. This list must be constantly updated. The supplier must ensure that the customer can commission a security inquiry into any of the employees referred to above, if necessary.

(4) The supplier is responsible for ensuring that before assigning personnel to service duties under the contract all the employees providing the service have committed themselves to the confidentiality required in the contract.

(5) If service personnel visit or work at the customer's premises, they must always comply with the customer's security, privacy protection and general code of conduct and any other reasonable instructions and orders issues by the customer. The customer must notify the supplier in advance of any such policies or procedures with which the supplier's personnel are expected to comply.

4.6 Cooperation and reporting

(1) The parties will agree on cooperation regarding the steering, monitoring and reporting procedures of the service.

(2) The supplier will report on the actual level of service in the agreed manner as part of the service.

(3) The supplier further undertakes to report on the providing of the services in such a form and at such intervals as the customer may reasonably specifically request from time to time, provided that the customer compensates the supplier for any extra cost incurred in submitting such reports.

4.7 Service documentation

(1) The supplier will maintain documentation on the service to such an extent and in such a form that any person with the appropriate training is able to use, maintain and further develop the service. The documentation includes, but is not limited to,

service process descriptions, documentation of the service environment, user instructions, manuals and service log data.

(2) While the service is ongoing, the supplier will submit to the customer the above service documentation to such an extent as the customer requires it for using the service.

(3) When the service terminates, the supplier will submit to the customer the service documentation required for the fulfilling of the duty to assist referred to in section 7.

4.8 Cooperation with third parties

(1) The supplier undertakes to cooperate with any other service providers that may provide services for the customer from time to time so that the system formed by all the services functions as flexibly as possible for the customer and without interruptions. If the supplier incurs extra costs by complying with this clause, the supplier may bill these to the customer. The supplier must notify the customer in advance of any such extra costs.

4.9 General responsibilities of the customer

(1) The customer is responsible for ensuring that all of the customer's duties under the contract are executed according to the contract and with care.

(2) The customer must give the supplier sufficient and correct information required for providing the service as agreed.

(3) The customer must ensure that the supplier's personnel have access to the customer's hardware and software as necessary, complying with agreed instructions and orders.

5 RIGHTS

(1) Ownership of and intellectual property rights in the customer's material remain exclusively with the customer or any third party involved.

(2) The supplier has the right to use the customer's material for no other purpose than providing the service to the customer as agreed.

(3) Unless otherwise agreed, intellectual property rights in the end results of the service and service documentation remain with the supplier or any third party involved.

(4) The customer has the unlimited right to use and further adapt the end results of the service in his own internal activities and to assign them to a third party for use on behalf of the customer, or to assign the end results of the service to any third party to whom the duties of the customer will be transferred.

6 CORRECTING ERRORS

(1) The supplier must without delay and at his own expense correct any errors and disruptions in the service and the service environment which are the responsibility of the supplier. This correction includes amending the documentation to correspond to the correction within a reasonable amount of time.

(2) The supplier is entitled to bill the customer for the work involved in finding out the cause of the error and correcting it if the error was caused by actions contrary to the instructions issued by the supplier or to the contract, by changes made by the customer without the supplier's consent, by normal wear and tear not caused by the supplier, or by any damage not caused by the supplier or caused by matters which are the responsibility of the customer.

(3) If the supplier does not correct the error within a reasonable amount of time after the supplier has received written notification from the customer concerning the error, the customer is entitled to declare a breach of contract on the part of the supplier as per the General Terms and Conditions.

7 DUTY TO ASSIST ON TERMINATION OF SERVICE

(1) The supplier undertakes to assist the customer in transferring a service or part thereof to a third party or the customer himself upon termination of a service or part thereof. Under this duty to assist, the supplier is obliged if the customer so requests to do the following:

- (i) The supplier must continue to provide services to the customer under the terms of the contract and to the extent requested by the customer.

(ii) The supplier must assist the customer to the extent requested by the customer in carrying out tasks required for the transfer of the service and participate in it by providing information, materials, support, training and consultation, and by cooperating with the customer and the customer's other service providers. This is to be undertaken at the prices specified in the supplier's contract or, if nothing else has been agreed, at the supplier's regular prices.

(2) The duty to assist begins even before the actual termination of the contract, when notice has been given or the contract has been cancelled, or when the customer announces that he is initiating procurement that affects services provided under the contract. The duty to assist will last for no more than 12 months beyond the termination of the contract.

8 TERMINATION OF THE CONTRACT

(1) Either party can terminate an indefinitely valid contract, or one or more service packages detailed therein, with a period of notice agreed on beforehand. Unless otherwise agreed, the period of notice is 6 months on the part of the customer and 9 months on the part of the supplier. Notice of termination must be submitted in writing.