

	Crown Commercial Service G-Cloud 15 Reference Number RM 1557.15	Supporting Documentation
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TERMS AND CONDITIONS FOR THE SERVICES PROVIDED UNDER THE G-CLOUD 15 FRAMEWORK CONTRACT

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1 Introduction

This document contains the Terms and Conditions that are applicable for services offered by the Service Provider under the "G-Cloud 15" framework contract issued by the Crown Commercial Service and referenced as "RM 1557.15".

All terms included in the Framework Agreement between the Contractor and Crown Commercial Service are applicable and supersede any terms and conditions outlined in the present document.

2 Definitions, Abbreviations and Acronyms

<i>Term</i>	<i>Definition</i>
BCDR plan	Business Continuity Plan / Disaster Recovery Plan
Call-Off Contract	Call-Off Agreement to be signed between the Service Provider and the Customer following a purchase order by the latter.
Contractor or Supplier or Service Provider or ED	EUROPEAN DYNAMICS group of companies represented by EUROPEAN DYNAMICS UK Ltd.
Core Hours	09:00–17:00 UK time during Working Days
Customer	The Contracting Body using the Service
Effective Date	Date on which the Call-Off Contract comes into effect
G-Cloud 15 or Framework Contract	Framework Contract issued by CCS with reference RM 1557.15
CCS	Crown Commercial Service
Launch Date	Date on which the System is delivered to the Customer and the Customer's Users
Non-Core Hours	All hours which are not "Core Hours"
SaaS	Software as a Service. The capability provided to the Customer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
System	The G-Cloud Service offered by the Service Provider as "Software as a Service"
Term	The duration of the Call-Off Contract
Working Day	Monday through Friday, excluding national public holidays

3 Licences and Warranties

3.1 Licences

The Service Provider (EUROPEAN DYNAMICS - ED) will make available the System to the Customer by setting up an account for the Customer on the System, and providing to the Customer login details for that account within 3 Working Days following the Launch Date.

The Service Provider hereby grants to the Customer a non-exclusive licence to use the System for its needs via any standard web browser during the Term.

The System may only be used by users authorised by the Customer.

The Customer must not use the System:

1. in any way that is unlawful, illegal, fraudulent or harmful; or
2. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.2 Warranty

The Service Provider warrants to the Customer:

1. that it has the legal right and authority to enter into and perform its obligations under this Agreement;
2. that it will perform its obligations under this Agreement with reasonable care and skill;
3. that the System will perform substantially in accordance with the Service Level Agreement;
4. that the System will be hosted and will be available to the Customer in accordance with the Service Level Agreement;
5. the System will not infringe any person's Intellectual Property Rights in England, Scotland, Northern Ireland and Wales and under English law;
6. the System is and will remain free from viruses and other malicious software programs.

The Customer acknowledges that:

1. complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the System will be wholly free from such defects, errors and bugs;
2. the Provider will not and does not purport to provide any legal, taxation or accountancy advice under this Agreement or in relation to the System and (except to the extent expressly provided otherwise) the System Provider does not warrant or represent that the System will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.

4 Service Level Agreement

4.1 Principal Points

The objectives of the Service Levels and Service Credits are to:

1. ensure that the Services are of a consistently high quality and meet the requirements of the Customer as expressed when ordering the service;

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2. provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Service Provider's failure to deliver the level of Service for which it has contracted to deliver; and
3. incentivise the Service Provider to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

4.2 System Maintenance

The Service Provider agrees to:

1. Create and maintain a rolling Maintenance Schedule with regards to the System ("Maintenance Schedule")
2. For system maintenance ensure that:
 - 2.1. the timing of the planned maintenance is in accordance with the requirements of the Maintenance Schedule or is as otherwise agreed;
 - 2.2. where possible it is carried out during Non-Core Hours;
 - 2.3. once agreed with the planned maintenance (which shall be known as "Permitted Maintenance") is forthwith entered onto the **Maintenance Schedule**;
 - 2.4. Permitted Maintenance is subsequently carried out in accordance with the Maintenance Schedule.
3. Where unforeseen maintenance is required during Core Hours, the Service Provider must inform the Customer immediately and confirm in writing, within 5 Working Days, to the Customer, the reason(s) for the requirement for the unforeseen maintenance. Any such maintenance must be carried out to avoid (or where this is not possible to minimise) disruption to the System and services.
4. Where unforeseen maintenance is required during Non-Core hours, the Service Provider must undertake the unforeseen maintenance in such a manner to avoid (or where this is not possible to minimise) disruption to the System and services. The Service Provider must inform the Customer at the commencement of the next period of Core Hours and confirm in writing to the Customer, within 2 Working Days, the reason(s) for the requirement for the unforeseen maintenance.
5. Where Non-Core Hours maintenance is required and where fix times are estimated to or go beyond the Core Hours end time, the Service Provider must undertake to continue such maintenance in such a manner and at such times to avoid, (or where this is not possible, to minimise), disruption to the System and services.

4.3 Availability

4.3.1 Core Hours Availability

Availability during Core hours will be measured as a percentage of the total time in Core Hours within a Service Period, in accordance with the following formula:

$$\text{System Availability \%} = \frac{(MCSH - SD) \times 100}{MCSH}$$

Where:

MCSH	=	Total number of minutes of Core Hours during the relevant monthly Service Period
SD	=	Total number of minutes of System Downtime (both Scheduled & Unscheduled Downtime is counted), during Core Hours, in the relevant monthly Service Period.

The Service Provider shall ensure that Core Hours' availability shall be equal or greater than 99.9%. For example, in a year with a total of 255 Working Days there is a total of 2,040 Core Hours. The Service Provider shall ensure that during this year, the system's unavailability shall not exceed, which is $(100 - 99.9)\% \times 60 \text{ minutes} \times 2,040 \text{ hours} = 122.4 \text{ minutes}$.

4.3.2 Non-Core Hours Availability

Availability during Non-Core Hours will be measured as a percentage of the total time in Non-Core Hours within a Service Period, in accordance with the following formula:

$$\text{System Availability \%} = \frac{(MUSH - SD) \times 100}{MUSH}$$

Where:

MUSH	=	Total number of minutes of Non-Core Hours during the relevant monthly Service Period
SD	=	Total number of minutes of System Downtime (excluding permitted Maintenance), during Non-Core Hours, in the relevant monthly Service Period.

The Service Provider shall ensure that Non-Core Hours' availability shall be equal or greater than 90.0%.

4.4 Service Failures

The severity level of a service failure is described in the following table in terms of its relevant impact to service provision:

Table 1: Service Failures Priorities

Priority	Description
P1	A service failure which: - constitutes a total loss of availability of the System and/or operational services. - constitutes a loss of availability of the System and/or operational services which has a critical impact on the activities of the users. - has a critical impact on the activities of the Customer. - causes financial loss and/or disruption to Customer.

Priority	Description
	results in any material loss or corruption of data.
P2	A service failure which: has a major (but not critical) adverse impact on the activities of the Customer and no workaround is available.
P3	A service failure which: - has a serious impact on the activities of the Customer which can be reduced to a moderate adverse impact due to the availability of an acceptable workaround. - has a moderate adverse impact on the activities of the Customer.
P4	A service failure which: does not impact on the provision of the service to users, however, may comprise of a flaw or of a cosmetic nature and, as such, does not undermine the user's confidence in the information being displayed.

P1 is the highest (i.e., most serious) severity level and P4 is the lowest (i.e. least serious) severity level. A service failure which results in the non-availability of any part of the System shall always be classified as either a P1 or P2 service failure.

4.5 Acknowledge and Response Times

The times for:

- a) acknowledging/assigning/updating; and
- b) responding to a service failure (i.e. for providing details to the respective authority/user as to the course of action required)

are detailed in Table 2 and Table 3.

Table 2: Acknowledgment Times

Priority	Time to Acknowledge
P1	Within a fifteen (15) minute period (the service failure is reported during Core hours).
P2	Within a fifteen (15) minute period (the service failure is reported during Core hours).
P3	Within a fifteen (15) minute period (the service failure is reported during Core hours).
P4	Within a fifteen (15) minute period (the service failure is reported during Core hours).

Table 3: Response Times

Priority	Time to Response
P1	Within two (2) Core hours if the service failure is reported during Core hours.
P2	Within two (2) Core hours if the service failure is reported during Core hours.

<i>Priority</i>	<i>Time to Response</i>
P3	Within five (5) Core hours if the service failure is reported during Core hours.
P4	Within forty (40) Core hours if the service failure is reported during Core hours.

For calls logged during Non-Core Hours, the time to acknowledge will be within the first 30 minutes of the next period of Core Hours beginning. The time to respond will start immediately after assignment.

The above response times refer to the time the Service Provider may utilise from the moment an issue is reported until:

- a) verifying the existence of a defect, or
- b) invalidating the reported issue, or
- c) classifying the issue as a change request, or
- d) requesting additional information from the Customer.

The measurement of the time will be frozen whenever the Service Provider requests information and/or clarifications from the Customer and until such input is received from the Customer.

4.6 Resolution Times

The time taken to provide a fix to a service failure is detailed below:

Table 4: Resolution Times

<i>Priority</i>	<i>Time to Resolve (including workarounds)</i>
P1	ED must resolve the service failure within six (6) hours since providing details of the course of action required to the respective authority.
P2	ED must resolve the service failure within twelve (12) hours since providing details of the course of action required to the respective authority.
P3	ED must resolve the service failure within forty (40) hours since providing details of the course of action required to the respective authority.
P4	ED must resolve the service failure within one hundred and sixty (160) hours since providing details of the course of action required to the respective authority.

For calls logged during Non-Core Hours, the fix time will begin during the next period of Core hours immediately after a response has been provided.

Resolution times refer to the time the Service Provider may utilise from the moment an issue is reported until:

1. guidance is given to the Customer to overcome the issue (potentially through a workaround solution);
2. a system tweak is implemented, thus correcting a minor technical issue;
3. a case is closed without any particular action, in duly justified cases, for instance in case it relates to a Change Request, or incorrect usage of the system, or non-existence of problematic behaviour, etc.;

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4. the defect is resolved and demonstrable to a Service Provider's environment (to be deployed to the production environment during the next planned deployment, unless of high severity).

4.7 Service Credits

The Customer reserves the right to impose Service Credits on the Service Provider during the Contract Period. Such Service Credits shall be determined by the nature of the services or goods which are going to be procured by the Customer using the System. In such an event the Customer shall notify the Service Provider of the Customer's wish to apply Service Credits. This provision shall not in any way affect the Customer's other rights set out in the Contract.

5 Disaster Recovery and Business Continuity

1. The Service Provider shall maintain a BCDR plan which details the processes and arrangements which the Service Provider shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a disaster.
2. The Service Provider shall ensure that the BCDR plan is designed so as to ensure that:
 - 2.1. the Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR plan; and
 - 2.2. the adverse impact of any disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible.
3. The Service Provider shall test, review and update the BCDR plan at appropriate intervals in order to support any changes to the Services or to the business facilitated by and the business operations supported by the Services.
4. In the event of complete loss of the service in the event of disaster, the Service Provider shall immediately invoke the BCDR plan and shall inform the Customer promptly of such invocation.
5. The Service Provider shall provide the Customer with a copy of the BCDR plan as may be requested from time to time.
6. The Service Provider shall not be entitled to any relief from its obligations under the Service Levels or to any increase in Contract Price to the extent that a disaster occurs as a consequence of any breach by the Service Provider of this Contract.

6 Invoicing and Payment

1. All payments will be made upon receipt of the respective invoice issued by the Service Provider.
2. The **initial set up fee** (if applicable) will be invoiced immediately after the delivery and formal acceptance of the system on the Customer's test environment.
3. The payment for the **System licence and hosting fee** for the first year shall be made from the date the Customer gains access to the production environment, as set up by the Service Provider for live operation.
4. The payment for the **System licence and hosting fee** for subsequent years will be made annually and in advance.

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5. The payment for the **System Help Desk fee** (if applicable) for the first year shall be made from the date the Customer gains access to the production environment, as set up by the Service Provider for live operation.
6. The payment for the **System Help Desk fee** (if applicable) for subsequent years will be made annually and in advance.
7. The Customer shall pay the Service Provider within thirty (30) Working Days of receipt of a valid invoice.

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