

## **SPECIAL CONDITIONS: HOSTING**

These Special Conditions should be used when procuring a hosted service.

These Special Conditions are to be read in conjunction with the General Conditions and the Contract Order and govern the provision of services by a Contractor to NRW.

### **1. SERVICES**

- 1.1 The Contractor shall perform its obligations in accordance with the Contract Order and the Timetable. In particular the Contractor shall design, develop and following successful completion of the Tests to deliver the Service in accordance with the Contract Order which shall include for the avoidance of doubt requirements in respect of bandwidth, the use of dedicated servers, availability of the Site and access to third parties;
- 1.2 The Contractor shall provide the Services in accordance with the Service Levels following successful completion of the Tests.
- 1.3 Ensure that the specified (or if not specified, appropriate) communication links are in place and operational to allow NRW, its suppliers and customers such access as necessary to the Service to meet NRW's reasonably anticipated requirements.
- 1.4 The Contractor shall perform, as a minimum, daily secure back-ups of all the Software, Data and other materials hosted on the Service. The Contractor shall ensure that such back-ups are stored off-site and in accordance with any business continuity and disaster recovery plan NRW has in place or requires the Contractor to have in place. The Contractor shall ensure that such back-ups are available to NRW at all times upon request and are delivered to NRW at no less than 3 monthly intervals or as requested by NRW.
- 1.5 NRW may monitor the performance of the Services by the Contractor.
- 1.6 The Contractor shall co-operate, and shall procure that any Sub-contractors co-operate, with NRW in carrying out the monitoring referred to in clause 1.5 at no additional charge to NRW.

## 2. **ACCESS**

2.1 The Contractor shall provide all such access to the Service as is reasonably necessary to allow NRW or its third party suppliers receive the benefit of the Service which as a minimum shall include:

2.1.1 update any or all Software, Data and other materials hosted by the Service with Materials provided from time to time by NRW;

2.1.2 maintain and support the Software, Data and other materials;

2.2 For the avoidance of doubt access shall include remote access or, where necessary physical access to the Service.

## 3. **ACCEPTANCE AND TESTING**

3.1 Once the Contractor has completed the design and development of the Service the Contractor shall notify NRW. Upon receipt of notice, NRW shall be entitled, but not required, to Test the hosting Service. In the event that, in NRW reasonable opinion, the hosting Service fails the Tests NRW shall in the first instance provide the Contractor with a reasonable opportunity to remedy any failures identified following which NRW may re-Test the hosting Service.

3.2 In the event that the hosting Service fails the Tests on 2 or more occasions, or the Contractor fails remedy the failure identified pursuant to condition 3.1 or 3.2.2, then NRW may, at its sole discretion:

3.2.1 provide the Contractor with further opportunities to remedy any failures; or

3.2.2 terminate this Contract with immediate effect.

3.3 Notwithstanding the successful completion of the Tests pursuant to condition 3.1 NRW reserves the right to further Test, and contract third party suppliers to Test, the Services such Tests to include but not be limited to penetration and other security related tests. The Contractor shall co-operate with NRW or such third party suppliers in connection with any such Tests.

## 4. **REPORTS AND DOCUMENTATION**

4.1 Further to the obligation to provide the Documentation, the Contractor shall provide NRW monthly reports in respect of the performance of the Service. Such reports to include:

- 4.1.1 Performance against each individual Service Level;
  - 4.1.2 Number of issues identified (whether notified by NRW or identified by the Contractor) together with the issue classification where specified in the Contract Order;
  - 4.1.3 Number of issues resolved;
  - 4.1.4 Number of issues not resolved at month end;
  - 4.1.5 Any further information identified in the Contract Order
- 4.2 Furthermore the Contractor shall create and maintain a log of all issues raised together with the technical details of how such issues were resolved. Such log shall be provided to NRW upon request and in any event upon termination.

## 5. **SERVICE LEVELS**

- 5.1 During the Contract Period, the Contractor shall provide the Services to meet or exceed the Service Levels.
- 5.2 If the Contractor fails, or believes that it will fail one or more Service Levels the Contractor shall notify NRW and immediately take all remedial action that is necessary to rectify or to prevent the Service Level failure from taking place and recurring.
- 5.3 For the avoidance of doubt the Contractor shall not be deemed to have failed a Service Level where such failure is solely due to NRW failing to fulfil its obligations in respect of the Services.

## 6. **SPECIAL TERMINATION RIGHTS**

- 6.1 Notwithstanding any other rights of termination set out in this Contract, NRW may terminate this Agreement by giving written notice of termination to the Contractor if:
  - 6.1.1 the Contractor is materially failing the Service Levels. For the purpose of this provision material shall mean that the failure is materially affecting NRW's ability to use the Services or access the Software Data, other materials hosted by the Services, or other items being supported and maintained by the Contractor; or
  - 6.1.2 The Contractor fails 3 or more Service Levels in 3 consecutive months.

7. **DELIVERY AND IMPLEMENTATION**

7.1 The Contractor shall deliver the Software by the date and in the manner specified in the Contract Order. Where the Contract Order requires the Contractor to implement the Software, the Contractor shall so implement in accordance with the Contract and any reasonable instructions of NRW from time to time.

8. **FIXES**

The Contractor shall maintain a database containing information on known program defects, defect corrections, restrictions and bypasses in respect of the Software and shall provide NRW with access to such database at no additional charge during the term of the licence.