# SCOPE OF APPLICATION

## Contract parties

**Customer** The organisation (e.g. project, consultant) who orders the service and works in co-operation with VNForest, the state management agency responsible for forestry.

**Service Provider** The consultant, supplier or vendor who provides information system, customised software or data as part of the main project contract.

## Involved parties

This document shall use the term **Involved Parties** to refer to both Contract Parties and VNForest.

## Application of the terms

These special terms and conditions shall apply to the delivery of data systems, customised software or data either directly to VNForest or to Customer who delivers it further to VNForest.

These conditions shall supplement the project contract between Customer and Service Provider and are intended to be attached to the main project contract document as such.

# Terms and conditions of the RESULTS OF THE PROFESSIONAL SERVICE

## Definition of Results

The term **Results** further in this document refers to

* data created in the project
* customized software developed in the project
* documentation generated in the project
* utilities developed for performing the service, e.g. calculation models, parameter files etc.

## Ownership of Results

VNForest shall have full ownership to all Results produced as a result of the service.

## Property rights to customised software

All Involved Parties shall have intellectual property rights to customised software developed as part of the services of the main contract.

VNForest shall have full ownership and rights to the customised software excluding COTS (commercial off the shelf) licenses. Involved Parties may independently modify the system or parts of it for their own purposes. Changes made to the software by Customer or VNForest affect the Service Provider’s responsibility on warranty and maintenance.

## Rights to use the Results

Unless otherwise agreed the Service Provider shall have the right to use Results produced as part of the professional service in its internal operations.

# Data delivery

## Data deliverables

Recipient of the data deliverables (Customer or VNForest) is specified in the main project contract.

The Service Provider shall deliver to the recipient all data that has been acquired to or created by the project.

## Metadata

The Service Provider shall describe metadata of the data sets produced in the project. The metadata description of geographic data sets shall comply with the ISO 19139 standard specification for geospatial metadata.

The metadata description of a data set must contain an URI link to downloading the data.

The Service Provider shall store metadata descriptions of geospatial data sets in VNForest’s Data Sharing Catalogue in order to help VNForest’s stakeholders to easily find and make use of the data.

## Integrating data into VNForest’s Forest Resource Database

The Service Provider must ensure that the data created in the project complies with the data standards and data models implemented in VNForest’s Forest Resource Database in order to make the data compatible with the existing data.

VNForest (through FORMIS II project) shall provide technical assistance in data specification to ensure that the planned result data is compatible or can be linked with data in VNForest’s Forest Resource Database.

In case of incompatibilities (with data model, class codes, measure units, linkability) between the result data and the existing data in the Forest Resource Database the Service Provider must correct the incompatibilities with its own expense unless the incompatibility is due to faulty specifications received from VNForest.

## Data publishing

The Service Provider must support VNForest in publishing on-line data services that enable VNForest’s stakeholders to easily make use the result data sets.

# Software DELIVERY

## Documentation

The instructions and other documentation included in the delivery shall be provided in both Vietnamese and English.

## Installation

Unless otherwise agreed installation of the software is included in the tasks of the Service Provider.

## FORMIS Integration

FORMIS Platform is a Centralized IT platform of VNForest which is based on the service oriented information architecture. The platform enables the integration of databases and applications in a cost effective manner.

The delivered, customised software must comply with the service oriented architecture of FORMIS platform. The Service Provider must avoid developing services that overlap with the ones already offered by FORMIS platform.

# TERMS AND CONDITIONS OF SOFTWARE and data LICENCEs

## Third party standard software

Third party standard software refers to third party software or software component marketed or licensed to several customers and the instructions or other documentation and potential media related to the standard software in question.

The intellectual property rights to the third party standard software shall belong to the manufacturer.

VNForest shall own the license to use all the third party standard software acquired with the funding of the contract. The rights to use the software are specified in the manufacturer’s license terms.

## Licensed third party data

Licensed third party data refers to data owned and delivered by a third party data vendor where the licensee signs a license agreement and buys a right to use the licensed data.

VNForest shall be the licensee (license owner) of all third party data acquired for performing the services of the contract. Any third party data that the Service Provider purchases for performing the services shall be purchased so that the data license agreement is signed between VNForest and the third party data provider.

## Infringement of intellectual property rights

The Service Provider warrants that the deliverables do not infringe third party intellectual property rights.

The Service Provider shall be responsible for ensuring that it or VNForest has appropriate licenses to the third party software and third party data the Service Provider uses to perform the services.

The Service Provider shall at its own expense indemnify Customer and VNForest against claims presented against Customer of VNForest that a deliverable infringes third party intellectual property rights provided that Customer or VNForest (the accused party) promptly notifies the Service Provider in writing of such presented claims and permits the Service Provider to defend or settle the claims on behalf of Customer or VNForest and gives to the Service Provider, at the request of the Service Provider and at the Service Provider’s expense, all necessary information and assistance available and the necessary authorisations. The Service Provider shall pay all damages awarded in a trial or agreed to be paid to a third party if Customer of VNForest (the accused party) has acted in accordance with the foregoing.

## Privacy in data processing

The Service Provider must ensure that it does not violate privacy laws in processing or delivering data.

# DATA SECURITY AND BACKUP

## Data security

Each Contract Party and its subcontractors shall comply with the measures agreed by the parties in writing and the legal requirements set out in applicable laws related to data security, privacy in processing personal data and backup requirements. To the extent the parties have not agreed otherwise in writing regarding data security and backup requirements, the terms set out in here shall apply.

Each party shall ensure that the part of the deliverables and the party’s own environments, such as equipment, service production facilities and business premises, within that party’s responsibility under the agreement, are protected against data security threats in accordance with the adequate data security procedures used by the party, and shall ensure that measures relating to data security and backup are complied with.

## Backup

Each party shall be responsible for making back-up copies of its data and data files and for verifying the functionality of such back-up copies.