

IMPORTANT NOTICE TO STATUTORY BOARDS, MINISTRIES AND OTHER GOVERNMENT ENTITIES:

THESE TERMS OF USE AND ACCEPTABLE USE POLICY GOVERN YOUR ACCESS AND USE OF THE SERVICES AND PORTALS. DO INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE AND ACCEPTABLE USE POLICY USING THE INTERFACE PROVIDED. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND ACCEPTABLE USE POLICY, YOU MUST NOT ACCESS OR USE ANY OF THE SERVICES OR PORTALS. YOUR USE OR ACCESS OF ANY OF THE SERVICES OR PORTALS IN ANY WAY, CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE AND ACCEPTABLE USE POLICY.

Terms of Use for the Cloud Management Portal and Cloud Service Providers' Portals

1. The Cloud Management Portal (the “**CMP**”) enables you to purchase and obtain cloud-based services (the “**Services**”) from specified cloud service providers (“**CSPs**”)¹ through the Government Commercial Cloud Infrastructure (the “**GCCI**”), whether through the CMP itself, or directly through the CSPs’ portals (the “**CSPPs**”) (the CMP and the CSPPs shall collectively be referred to as the “**Portals**”).
- 1A. You shall use only a Government Managed Device to access and use the Services and Portals. The term “**Government Managed Device**” refers to (A) any equipment or internet device that has been furnished by the Government, or (B) any equipment or internet device that has been approved for use with the Services by the Government through enrolment in GovTech’s Mobile Device Management services.
2. The access to the Portals is provided to you by the Government of Singapore (the “**Government**”).
3. These Terms of Use (the “**Terms**”) and the Acceptable Use Policy (“**AUP**”) govern the access and use of the Services and the Portals by you and any other person authorised by you to access and use the Services or the Portals on your behalf (your “**Representatives**”). Please read the Terms and AUP carefully. By accessing or using the Services or the Portals, you acknowledge that you have read and understood the Terms and AUP and unconditionally agree to be legally bound by and to comply with the Terms and AUP. The Government may amend the Terms and AUP from time to time. The most current version of the Terms and AUP will be accessible on the CMP or notified to you upon login into the CMP. Every time you wish to access or use the Services or the Portals, please check the Term and AUP to ensure that you understand the terms that apply at the time of your access to or use of the Services or the Portals. Your access to or use of the Services or the Portals after amendments have been made to the Terms or AUP will constitute your agreement to the amended version of the Terms or AUP, as the case may be.
4. You shall ensure that your Representatives comply fully with the Terms and AUP as though references to “you” or “your” in the Terms and AUP refer to your Representatives. You shall be solely responsible and liable for any access to or use of the Services or the Portals, or any non-compliance with the Terms and AUP, by your Representatives.

¹ The Government (as represented by GovTech) has entered into enterprise agreements with Microsoft, Google and Amazon (the “**Contracted Parties**”) for the provision of cloud-based services through the Government Commercial Cloud Infrastructure. The specified cloud service providers refer to the aforementioned Contracted Parties.

5. You are required to be on-boarded onto the Portals to access and use the Services or the Portals. After you have been on-boarded onto the Portals, you will be able to create and register user accounts (each, an **"Account"**, and collectively, the **"Accounts"**) for your Representatives to issue or carry out orders, requests, purchases, instructions, transactions and similar activities in respect of the Services on the Portals (each, a **"Transaction"**, and collectively, the **"Transactions"**).
6. You shall be responsible for maintaining the confidentiality, safekeeping and security of the user-id(s), passwords and other details associated with your Accounts. You must not share the user-id(s), passwords and other details associated with an Account with any other person, unless such person has been validly authorised to access, manage and use that Account on your behalf. You shall ensure that any such person is duly authorised at all times to access, manage and use that Account, and you shall take steps to remove the access of any such person if that person is no longer authorised to do so.
7. You shall be responsible and liable for all Transactions originating from, occurring under, referable to, or conducted through your Accounts, whether through the CMP itself, or directly through the CSPPs. The Government may bill you for all such Transactions and neither the Government nor the Government Technology Agency (**"GovTech"**) has any obligation to verify the authenticity of any Transaction originating from, occurring under, referable to, or conducted through any of your Accounts (whether through the CMP itself, or directly through the CSPPs), or the identity of the person accessing, managing or using your Accounts.
8. You shall comply with all terms and conditions, policies, regulations, instructions or directions that govern the access and use of the Services, as may be issued or amended by the Government from time to time (the **"Usage Terms"**). You shall ensure that your access to and use of the Services do not result in or cause the Government to be in breach of the Government's obligations under the agreements which it had entered into with the CSPs (**"CSP Agreements"**).
9. The Services or the Portals may require, enable or facilitate access to or use of websites, software or services of another person (the **"Third Party Services"**, which can be accessed [here](#)), in which case, there may be terms of use or end-user license agreements that govern your access to and use of such Third Party Services (the **"Third Party Terms"**). Third Party Terms may be embedded in the Services or the Portals (whether as hyperlinks or otherwise) or made available on or through the relevant Third Party Services. You are responsible for checking and reading the most updated version of all applicable Third Party Terms and you agree to comply with and be legally bound by such Third Party Terms when accessing or using the Third Party Services. Your access to and use of the Third Party Services, and your reliance on the contents made available or accessible through such Third Party Services are solely at your own risk.
10. For avoidance of doubt, these Terms apply in addition to, and without prejudice to, such other terms and conditions as may be found on the CSPPs (the **"CSPP Terms"**). You shall ensure that you comply with such CSPP Terms as may be applicable to you.

11. If you use the GCCI-enabled workload administration service or jump host, you shall not perform any types of file transfer between such GCCI-enabled workload administration service or GCCI jump host and a Government Managed Device.
12. The Government and GovTech shall not be liable or responsible for any liabilities, losses, damages, expenses and costs, including legal costs on an indemnity basis, and any direct, indirect or consequential losses (“**Losses**”) incurred, paid by or suffered by you or any other person arising out of or in connection with:
 - (a) the access to and use of the Services or the Portals or the Third Party Services by you or your Representatives; and
 - (b) any unauthorised access, management or use of your Accounts.
13. You shall indemnify and keep indemnified the Government and GovTech against any and all Losses incurred, paid by or suffered by the Government and GovTech howsoever arising out of or in connection with:
 - (a) any access to or use of the Services or the Portals or the Third Party Services by you or your Representatives;
 - (b) any Transaction originating from, occurring under, referable to, or conducted through any of your Accounts (including but not limited to any purchase of the Services made under any of your Accounts, whether through the CMP itself, or directly through the CSPPs, for which the Government is liable to pay to the CSPs pursuant to the CSP Agreements, whether such purchase was unauthorised, erroneously made or otherwise);
 - (c) any non-compliance with the Terms, the AUP, the CSPP Terms, the Third Party Terms and the Usage Terms by you or your Representatives; or
 - (d) any breach of the CSP Agreements by the Government as a result of your access or use of the Services.

14. General

- 14.1 These Terms shall be governed by and construed in accordance with the laws of Singapore.
- 14.2 You irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to determine any dispute which may arise out of or in connection with these Terms (including any dispute regarding the formation, validity, breach, interpretation, performance or termination of these Terms) or your access to or use of the Services or the Portals by you or your Representatives. You irrevocably submit to the jurisdiction of the courts of Singapore.
- 14.3 Save for the Government and GovTech, a person who is not a party to these Terms shall have no right under the Contract (Rights of Third Parties) Act or otherwise to enforce any of its terms.

- 14.4 In the event that any provision in these Terms is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall to the extent it is illegal, invalid or unenforceable, be deemed not to form part of these Terms and the legality, validity and enforceability of the remainder of these Terms shall not be affected.
- 14.5 In no event shall any delay, failure or omission on the part of the Government or GovTech in enforcing any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under these Terms, at law or in equity, or arises from any breach by you, (a) be deemed to be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.
- 14.6 No waiver of any breach of these Terms shall be deemed to be a waiver of any other or of any subsequent breach.
- 14.7 Any waiver granted under these Terms must be in writing and may be given subject to conditions. Such waiver under these Terms shall be effective only in the instance and for the purpose for which it is given.

Acceptable Use Policy (AUP) for use of the Government on Commercial Cloud (GCC) services

- 1.1 Agencies shall only host systems and store data with up to CONFIDENTIAL (Cloud-eligible) security classification on the GCC.
- 1.2 Agencies shall be responsible and accountable for protecting their system and data when using the GCC.
- 1.3 Agencies shall comply with the Government Instruction Manual (IM) security policies and standards.
- 1.4 Agencies shall be responsible for appropriately classifying their systems and data in accordance to the classification levels (RCST) stipulated in the *Singapore Government Instructions for Security of Classified Information* and the *Information Sensitivity Framework (ISF)*².
- 1.5 Agencies shall conduct risk assessments to identify, assess and mitigate associated risks prior to the hosting of systems on the GCC.
- 1.6 Agencies shall seek endorsement from the System Owner, Agency Chief Information Security Officer (ACISO), Ministry Chief Information Security Officer (MCISO) and ICT and Digitalisation Steering Committees (IDSCs) on the risk assessments conducted.
- 1.7 Agencies shall seek risk acceptance from the relevant approving authority in accordance to the *Risk Management Methodology*³, for identified risks.
- 1.8 Agencies shall use the GCC services hosted in Singapore as the default option. If there are no available GCC services hosted in Singapore that meets the Agencies' requirements, Agencies should only consider the use of the GCC services hosted outside of Singapore after conducting a risk assessment. Agencies are required to submit a cloud whitelisting request for cloud services which does not meet the conditions stipulated in Paragraph 1.9.
- 1.9 For the use of RESTRICTED data on GCC cloud native services, Agencies will **not** be required to submit a cloud whitelisting form if the following conditions are met:
 - 1.9.1 Store *Primary* data³ in Singapore;
 - 1.9.2 Adhere to the security requirement stipulated in "*Guide for the use of GCC managed overseas native services*"⁴; and
 - 1.9.3 Use of overseas cloud native services does not expose other Agencies' or WOG systems to external threats.

² PMO (SNDGO) CIRCULAR MINUTE NO. 12/2018, [https://intranet.mof.gov.sg/portal/IM/Circulars/ICT/Circular-Minutes/2018/New-Information-SensitivityFramework-for-Entity-\(.aspx](https://intranet.mof.gov.sg/portal/IM/Circulars/ICT/Circular-Minutes/2018/New-Information-SensitivityFramework-for-Entity-(.aspx)

³ IM Policy on Governance, Risk Management, <https://intranet.mof.gov.sg/portal/IM/Themes/IT-Management/Set-policies,-standards-and-guidelines-forICT-man/Topic/Risk-Management.aspx>

- 1.10 A service management fee of 3% shall be charged by GovTech during the General Adoption phase on the total sum incurred (before applicable taxes and enterprise discounts) by the Agencies for the use of any of the following GCC services: CSP Cloud Subscriptions, GCC Add-on and Value-Added Services, and CSP Reserved Instances (RI).
- 1.11 Agencies shall pay to GovTech the full amount of any enterprise discounts granted by the CSPs for the Agencies' use of the GCC services.
- 1.12 GovTech shall provide the Agencies with reasonable advance notice if there is a need to adjust the service management fee.

³ Primary data are datasets related to the business and security of the system.

⁴ Annex – Guide for use of GCC managed overseas native services

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Guide for use of GCC
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