



**The Government Secure Intranet
Code of Practice**

OGCbuying.solutions
Rosebery Court
St Andrews Business Park
Norwich
NR7 0HS

**THE GOVERNMENT SECURE INTRANET
CODE OF PRACTICE**

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2. Scope of this Code of Practice

- 2.1. This Code of Practice establishes the terms and conditions that apply to the provision of the Services to the CUSTOMER and specifies the roles and responsibilities of the CUSTOMER and the AUTHORITY.
- 2.2. The CUSTOMER is entitled (but not required) at any time during the term of this Code of Practice to order Services under certain Service Categories from the CONTRACTOR in accordance with the Ordering Procedures and the CONTRACTOR shall provide such Services in accordance with all applicable provisions of the Service Contract.
- 2.3. **This Code of Practice relating to the relationship between the AUTHORITY and the CUSTOMER is not intended and shall not be construed to be a legally enforceable agreement or to create legal obligations between the parties or to impose any legal liability whatsoever.** For the avoidance of doubt, the parties acknowledge that use of the terms “party” and “parties” herein is for convenience only, and is not intended and shall not be construed to establish or imply a separate legal identity for the AUTHORITY or the CUSTOMER.
- 2.4. The GSi Code of Practice is the customer access agreement specific to GSi.

3. Ordering Procedures

- 3.1. The CUSTOMER shall be entitled at any time during the term to order Services under the Service Categories authorised by the AUTHORITY. Such Services shall be provided by the CONTRACTOR pursuant to a Service Contract entered into by the CUSTOMER serving an Order on the CONTRACTOR for the supply of such Services in accordance with the Ordering Procedures specified in Appendix 2.

4. Responsibilities

- 4.1. The AUTHORITY shall perform the AUTHORITY's Responsibilities.
- 4.2. The CUSTOMER shall perform the CUSTOMER's Responsibilities.

5. Provision of Information

- 5.1. The CUSTOMER shall promptly notify the AUTHORITY of any changes that may become necessary to the information set out in Appendix 6.

6. Warranties and Representations

- 6.1. The CUSTOMER warrants and represents that the CUSTOMER has full capacity and authority and all necessary consents to enter into and to perform this Code of Practice and that this Code of Practice is executed by the duly authorised representatives of the CUSTOMER.

7. Confidentiality

- 7.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the CUSTOMER acknowledges that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 7.2. Both parties hereby warrant that:
 - 7.2.1. any person employed or engaged by the parties (in connection with this Code of Practice in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Code of Practice;

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- 7.2.2. any person employed or engaged by either the CUSTOMER or the AUTHORITY (in connection with this Code of Practice in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without the prior written consent of the other party;
 - 7.2.3. both parties shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Code of Practice by their employees, servants, agents or sub-contractors; and
 - 7.2.4. without prejudice to the generality of the foregoing neither party nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or by their servants or consultants or by any third party.
- 7.3. The provisions of Terms 7.1 and 7.2 shall not apply to any information which:
- 7.3.1. is or becomes public knowledge other than by breach of this Term 7; or
 - 7.3.2. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - 7.3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 7.3.4. is independently developed without access to the Confidential Information.
- 7.4. Nothing in this Term 7 shall be deemed or construed to prevent the AUTHORITY from disclosing any Confidential Information obtained from the CUSTOMER:
- 7.4.1. to any other department, office or agency of Her Majesty's Government, provided that the AUTHORITY has required that such information is treated as confidential by such departments, offices and agencies, and their servants or agents, including requiring servants or agents to enter into a confidentiality undertaking where appropriate; and
 - 7.4.2. to any consultant, CUSTOMER or other person engaged by the AUTHORITY in connection herewith, provided that the AUTHORITY shall have obtained from the consultant, CUSTOMER or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Term 7.
- 7.5. Nothing in this Term 7 shall prevent the CUSTOMER or the AUTHORITY from using data processing techniques, ideas and know-how gained during the performance of this Code of Practice in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the AUTHORITY or the CUSTOMER of any Intellectual Property Right.

8. Term

- 8.1. This Code of Practice shall commence on the date of execution hereof and shall remain in force for a period of six (6) Months after the expiry or early termination of the Framework Agreement.

9. Termination

- 9.1. The AUTHORITY may at any time by notice in writing terminate this Code of Practice forthwith if the CUSTOMER is in Default of any obligation under this Code of Practice and:

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9.1.1. the Default is capable of remedy and the CUSTOMER shall have failed to remedy the Default within thirty (30) days of written notice to the CUSTOMER specifying the Default and requiring its remedy; or

9.1.2. the Default is not capable of remedy.

9.2. Termination in accordance with this Term 9 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

9.3. The provisions of Terms 1, 6, 7, 10.2 and 14 and the provisions of Appendix 1 shall survive the termination of this Code of Practice.

10. Protection of Personal Data

10.1. The CUSTOMER's attention is hereby drawn to the Data Protection Act 1998.

10.2. Both parties warrant that they will duly observe all their obligations under the Data Protection Act 1998 and any associated legislation that arises in connection with this Code of Practice.

11. Transfer and Sub-contracting

11.1. This Code of Practice is personal to the CUSTOMER. The CUSTOMER shall not assign, novate, sub-contract or otherwise dispose of this Code of Practice or any part thereof without the previous consent in writing of the AUTHORITY.

12. Amendments to this Code of Practice

12.1. This Code of Practice shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative on behalf of the AUTHORITY and by a duly authorised representative of the CUSTOMER on behalf of the CUSTOMER.

13. Communications

13.1. Except as otherwise expressly provided, no communication from one party to the other shall have any validity under this Code of Practice unless made in writing by or on behalf of the AUTHORITY or as the case may be by or on behalf of the CUSTOMER.

13.2. Any notice or other communication whatsoever which either party hereto is required or authorised by this Code of Practice to give or make to the other shall be given or made either by post in a prepaid letter, or by email or by facsimile transmission confirmed by post in a prepaid letter, addressed to the other party at the address specified in Appendix 5 and if that letter is not returned as being undelivered that notice or communication shall be deemed for the purposes of this Code of Practice to have been given or made after two (2) Working Days, for a letter, or four (4) Working Hours, for an email or facsimile transmission.

14. Entire Agreement

14.1. This Code of Practice constitutes the entire understanding between the parties relating to the subject matter of this Code of Practice and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

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IN WITNESS WHEREOF, the parties hereto have signed this Code of Practice.

Signed for and on behalf of the CUSTOMER

By :
Name :
Title :
Organisation:
Date :

Signed for and on behalf of the AUTHORITY (OGCbuying.solutions)

By :
Name :
Title :
Date :

**APPENDIX 1
DEFINITIONS**

The expressions set out below shall have the meanings ascribed thereto:

“AUTHORITY”	means The Lords Commissioners of Her Majesty's Treasury as represented by OGCBuying.solutions being a trading fund of her Majesty's Treasury without separate legal personality.
“AUTHORITY's Responsibilities”	means the responsibilities, listed in Appendix 3, of the AUTHORITY.
“Code of Practice”	means this agreement, comprised of the Terms and the Appendices hereto.
“Confidential Information”	means all information designated as such by either party in writing, together with all other information which relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party.
“Contracting Entity”	means any UK contracting authority and any UK contracting entity (as defined in EC Directives 92/50/EEC and 93/38/EEC respectively and any subsequent legislation).
“CONTRACTOR”	means Energis Communications Limited, a C&W group company.
“CUSTOMER”	means the body identified as the “CUSTOMER” in Appendix 6.
“CUSTOMER's Responsibilities”	means the responsibilities, listed in Appendix 4, of the CUSTOMER.
“CUSTOMER User”	means a User that may be expected to be under the reasonable control of the CUSTOMER.
“Default”	means any breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Code of Practice and in respect of which such party is liable to the other.
“Framework Agreement”	means the framework agreement between the AUTHORITY and the CONTRACTOR under which the AUTHORITY has established a contractual vehicle for the provision of the Services subject to Service Contracts.

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“GSI Services”	means those Services specified in the Framework Agreement and provided by the CONTRACTOR under Service Contracts.
“Intellectual Property Rights”	means patents, trade marks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, know-how, trade or business names and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom).
“Month”	means a calendar month.
“Order”	means an order for Services in accordance with the provisions of Appendix 2 served by the CUSTOMER on the CONTRACTOR in accordance with the Ordering Procedure.
“Ordering Procedures”	means the ordering procedures as specified in Appendix 2 to be followed by the CUSTOMER in relation to the serving of an Order on a CONTRACTOR.
“Register of Services” (“RoS”)	means the register of services made available by the CONTRACTOR to CUSTOMERS. The Register of Services specifies the Services available to CUSTOMERS under Service Contracts, subject to Service Usage Rules for the Specific Services. The RoS is the catalogue of services specific to the GSI.
“Service Categories”	means the service categories listed in the Register of Services from which a CUSTOMER is authorised by the AUTHORITY to Order Services. The Service Categories are: currently Restricted; Restricted High; and Confidential.
“Service Contract”	means a contract to the same terms as those in the Specimen Service Contract for the provision of Services by the CONTRACTOR to the CUSTOMER, entered into by the CUSTOMER serving an Order on the CONTRACTOR.
“Service Usage Rules”	means the service usage rules in respect of each of the GSI Services as specified in the Register of Services.
“Services”	means any of the services, specified in the Register of Services, to be provided under a Service Contract by the CONTRACTOR.
“Specimen Service Contract”	means the specimen service contract included in the Register of Services.

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“User”	means an individual that may have access to, or be a direct or indirect recipient of, the Services.
“Working Day”	means Monday to Friday inclusive, excluding English public and bank holidays.
“Working Hours”	means the period between 0730 hours and 1800 hours on Working Days.

APPENDIX 2
ORDERING PROCEDURES

1. Introduction

1.1. This Appendix 2 details the procedure to be adopted by CUSTOMERS in placing Orders for Services with the CONTRACTOR.

2. Authorisation

2.1. Following the execution of this Code of Practice, a copy will be sent by the AUTHORITY to the CONTRACTOR. This will signify the AUTHORITY's authorisation of the CUSTOMER to place Orders for Services within certain Service Categories.

3. Browsing the Register of Services

3.1. The CUSTOMER, when authorised to place Orders, may access the Register of Services at <http://gsi.cw.com>

3.2. The CUSTOMER may place an Order for Services, following the instructions on the web site, by specifying the Service required and supplying the relevant details necessary for the provision of that Service.

4. Service Contract

4.1. Using the details supplied by the CUSTOMER pursuant to paragraph 3.2 and the CUSTOMER details specified in Appendix 6, the CONTRACTOR will produce a Service Contract. Such Service Contract will be sent by the CONTRACTOR to the CUSTOMER addressee specified in Appendix 5 for execution.

4.2. Upon execution and return to the CONTRACTOR, the Service Contract will be performed by the CONTRACTOR.

APPENDIX 3
AUTHORITY'S RESPONSIBILITIES

1. Introduction

1.1. This Appendix 3 sets out the responsibilities of the AUTHORITY hereunder.

2. Scheduled Duties

2.1 The AUTHORITY will undertake the following scheduled activities:

- 2.1.1 agree changes to the Register of Service with the CONTRACTOR;
- 2.1.2 approve organisations as CUSTOMERS where appropriate;
- 2.1.3 approve CUSTOMERS for particular Service Categories where appropriate;
- 2.1.4 assess value for money of GSI Services;
- 2.1.5 benchmark GSI services;
- 2.1.6 chair service review meetings with the CONTRACTOR and CUSTOMERS;
- 2.1.7 consult CUSTOMERS about Service Usage Rules;
- 2.1.8 contract management;
- 2.1.9 deal with questions from EU, National Audit Office, parliament and other bodies about GSI;
- 2.1.10 introduce arrangements for a new GSI service on expiry of the Framework Agreement;
- 2.1.11 issue GSI notices;
- 2.1.12 manage contract change control;
- 2.1.13 maintain lists of CUSTOMER representatives, and other contacts;
- 2.1.14 market and promote the take up, use and benefits of GSI; and
- 2.1.15 oversee security management of GSI with its security partners.

3 Ongoing Duties

3.1 The AUTHORITY will provide a GSI service management team, available via its corporate service desk, to:

- 3.1.1 advise CUSTOMERS whether prospective services are within the scope of the GSI;
- 3.1.2 advise CUSTOMERS about contractual issues such as Service Levels, Service Credits and changes in Charges;
- 3.1.3 approve domain names;
- 3.1.4 co-ordinate central agreement of changes and maintenance schedules;
- 3.1.5 escalate faults not resolved by the CUSTOMER and the CONTRACTOR;
- 3.1.6 escalate faults that impact many CUSTOMERS;
- 3.1.7 liaise with the European Union with respect to European networking;
- 3.1.8 liaise with other UK public sector network authorities, e.g. the NHS;

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- 3.1.9 process applications for security accreditation, approval, lodging & review;
- 3.1.10 publish the central GSI intranet web page;
- 3.1.11 coordinate exit arrangements from the Legacy GSI and the new GSI;
- 3.1.12 promote the GSI throughout the public sector;
- 3.1.13 manage and implement the Charges variation mechanism with the CONTRACTOR;
- 3.1.14 resolve any disputes that may arise; and
- 3.1.15 work with the CONTRACTOR to resolve service problems.

**APPENDIX 4
CUSTOMER'S RESPONSIBILITIES**

1. Introduction

1.1. The obligations in this Appendix 4 are in addition to the CUSTOMER's other obligations that will arise as a result of executing a Service Contract with the CONTRACTOR.

2. Service Usage Rules

2.1. The CUSTOMER shall comply with all applicable Service Usage Rules.

3. CUSTOMER Duties

3.1. The CUSTOMER agrees to abide by this Code of Practice and to ensure that CUSTOMER Users comply with the obligations set out in paragraph 4 of this Appendix 4.

3.2. The CUSTOMER is responsible for obtaining and maintaining their accreditation or certification for those Services for which accreditation or certification is applicable.

3.3. The CUSTOMER will not place any Service Contracts for non standard GSI packages i.e. other than as specified in the Register of Services. CUSTOMERs should first liaise with the AUTHORITY about variant GSI requirements so that the AUTHORITY can confirm they are in scope and introduce them by change control.

3.4. the AUTHORITY may obtain or compile any sensitive information about the CONTRACTOR's performance of the Services and supply it to the CUSTOMER. The CUSTOMER agrees to keep such information as confidential and, if passing the information on, to cascade such confidentiality undertaking to its own contractors.

3.5. The CUSTOMER agrees to obtain the specific consent from the AUTHORITY or from the CONTRACTOR, prior to permitting the disclosure of such information to any competitors of the CONTRACTOR.

3.6. The CUSTOMER will notify the AUTHORITY of any change of the CUSTOMER's representative specified in Appendix 6.

3.7. The CUSTOMER will complete and return the CUSTOMER domain details form as issued periodically by the AUTHORITY.

3.8. If the CUSTOMER populates the GSI directory, or grants access from the GSI directory to an internal CUSTOMER directory, the CUSTOMER must update the directory entries at least every Month to minimise any misdirection of classified information that might arise from staff changes and to enable key staff to be contacted urgently as required and for the benefit of other CUSTOMERs.

3.9. The CUSTOMER agrees to accept the AUTHORITY's role and rules for domain name services for:

3.9.1. x.gsi.gov.uk: up to and including protectively marked CONFIDENTIAL;

3.9.2. gsi.gov.uk: up to and including protectively marked RESTRICTED; and

3.9.3. gsx.gov.uk: up to and including protectively marked RESTRICTED;

3.9.4. gcsx.gov.uk: up to and including protectively marked RESTRICTED;

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if recipients are cleared to receive such information, and for any other new domain names that may be introduced for GSI.

3.10. The CUSTOMER agrees to cooperate with any investigation into any:

3.10.1. inappropriate disclosure of information;

3.10.2. use not in accordance with public policy; or

3.10.3. criminal activity;

that might be conducted by the AUTHORITY or the appropriate authorities.

3.11. In the event of a national emergency, various business continuity scenarios and/or unforeseen congestion; the CUSTOMER will implement a reduction in demand, including technical measures and issuing instructions to its users, as requested by the AUTHORITY.

4. CUSTOMER User Duties

4.1. The CUSTOMER agrees to ensure that CUSTOMER Users will abide by the relevant Service Usage Rules.

4.2. CUSTOMER Users are responsible for taking care to ensure that classified information is distributed only on a need to know basis.

4.3. CUSTOMER Users are responsible for taking due care in;

4.3.1. addressing emails;

4.3.2. publishing on the internet and the intranet; and

4.3.3. any use of file transfer protocol,

to ensure that classified information is not inadvertently emailed or otherwise downloaded to a security regime lower than is appropriate for holding the information.

4.4. CUSTOMER Users are responsible for taking care to ensure that classified information is not inadvertently emailed or otherwise transmitted via an insecure regime such as the Internet unless an approved form of encryption is used.

4.5. CUSTOMER Users are responsible for using the appropriate address structure, as specified in paragraph 3.9, to ensure that information remains within the appropriate community.

4.6. CUSTOMER Users must not use the Services for defamatory, offensive, pornographic, racist, sexist, violent or other inappropriate communication purposes.

4.7. CUSTOMER Users shall be responsible for the protection of any authentication materials, including usernames, passwords, PINs and digital certificates, and shall not provide or disclose such authentication materials to unauthorised parties.

5. CUSTOMER Acknowledgements

5.1. The CUSTOMER acknowledges that in the event of the AUTHORITY permitting a CUSTOMER to Order Services in advance of the CUSTOMER having fully complied with any relevant Service Usage Rules (such as obtaining security accreditation), the CONTRACTOR will not enable such Services until the AUTHORITY has given its approval. In such circumstances, the CUSTOMER will

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still be liable to pay the CONTRACTOR from the ready for service date for that Service Contract, even if the Service has not been activated/enabled.

- 5.2. In the interests of protecting the communities, ensuring best practice and government policy, the CUSTOMER acknowledges that in the event of any persistent or serious breach of the Service Usage Rules by the CUSTOMER the provision of the relevant Service to the CUSTOMER may be suspended. In such circumstances, the CUSTOMER will remain liable for paying the CONTRACTOR during the period of suspension.
- 5.3. The CUSTOMER acknowledges that in the event of any persistent or serious breach of this Code of Practice; the AUTHORITY may revoke the CUSTOMER's status as an approved GSi CUSTOMER.
- 5.4. The CUSTOMER acknowledges that scheduled maintenance periods for Services impacting upon many or all CUSTOMERS may be agreed between the AUTHORITY and the CONTRACTOR. The AUTHORITY will ensure that advance notice is given of such scheduled maintenance whenever possible.
- 5.5. The CUSTOMER acknowledges that where it is necessary to temporarily suspend a Service in its entirety for maintenance, the AUTHORITY may collectively agree the date and time of such suspension with the CONTRACTOR. The AUTHORITY will ensure that advance notice is given of such suspension whenever possible.
- 5.6. The CUSTOMER agrees to accept the AUTHORITY's decisions about the prioritisation of CUSTOMERS and the prioritisation of Services that may arise in addressing business continuity concerns.

APPENDIX 5

ADDRESSES FOR SERVICE OF NOTICES

1. Introduction

1.1. This Appendix 5 sets out the addresses of the parties for the service of notices in accordance with the provisions of Term 13.

1.2. Unless otherwise previously agreed in writing by the parties, the service of notices by either party to addresses other than those set out herein shall not be valid hereunder.

2. For the AUTHORITY:

Name: The GSI Contract Manager
Address: OGCBuying.solutions
Rosebery Court
St Andrews Business Park
Norwich
NR7 0HS

Email address: GSI@ogcbs.gsi.gov.uk
Telephone Number: 01603 704400
Fax Number: 01603 704755

3. For the CUSTOMER:

Name: []
Address: []
[]
[]
[]
[]
[]

Email address: []
Telephone Number: []
Fax Number: []

This address is also, by default, the address to which the CONTRACTOR will send Service Contracts for execution.

**APPENDIX 6
CUSTOMER DETAILS**

	Notes	
Contracting entity (for any Service Contract(s))	e.g. "The Secretary of State for Defence"	
Address for Service of Notices	As required for and in Schedule 17-11 (of the Service Contract).	Please ensure Appendix 5 is completed!
Address for Submission of Invoices	As required for and in Schedule 17-8 (of the Service Contract).	Name Address Tel. No.
Applicable law (specify one only)	English	YES
	Northern Ireland	NO
	Scots	NO
Legal status (specify one only)	Crown	NO
	Non-Crown	YES
	Private Authority	NO
Access to Ministry of Defence (MOD) Sites	Is optional Service Contract MOD Term required?	NO
Applicant Organisation (the Customer)		Name Address Tel. No. Fax No. Email
CUSTOMER's Representative	To act as single point of contact with the CONTRACTOR	Name Job Title
Members of staff authorised to place an Order		