

Stamp paper -Rs 200

Remote System Access, Control & Service Level Agreement between Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST) and

This agreement is made and entered between into on the day of(Effective date)

Between

Sree Chitra Tirunal Institute for Medical Sciences and Technology, Trivandrum, Kerala, an Institution of National Importance under the Department of Science and Technology, Government of India, established by an Act of Indian Parliament (Act No 52 of 1980), having its office at Medical College P O., Thiruvananthapuram - 695 011 (hereinafter referred to as **SCTIMST/ Customer**, which expression unless excluded by or repugnant to the subject or context, include its successors and permitted assignees) represented by Director, SCTIMST.

AND

M/S..... (hereinafter referred to as/ **Service Provider**, which expression unless excluded by or repugnant to the subject or context, include its successors and permitted assignees) represented by its

(Both the SCTIMST and are also jointly referred to herein as 'Parties' and individually as 'Party')

Whereas the service provider has (Refer Purchase Order no/AMC No here)

And Whereas the Service Provider has requested to provide online remote access to their machines through VPN for their routine checking and updating of system, which will help to reduce the downtime and errors AND WHEREAS SCTIMST desires to enter into an agreement regarding implementation and utilization of remote control technology for services limited to equipment's and other comparable assignments;

AND WHEREAS both the parties after mutual discussions have decided to record the terms and conditions thereof.

Now, THEREFORE BOTH THE PARTIES MUTUALLY AGREE THAT:

1. Overview

This Agreement represents a Remote System Access, Control & Service Level Agreement for the provisioning of IT related services required to support and sustain the Product or service. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Purpose

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT related remote service support and delivery to SCTIMST by the Service Provider.

3. Objectives

The objectives of this Agreement are to:

- (i) provide clear reference to service ownership, accountability, roles and/or responsibilities:
- (ii) present a clear, concise and measurable description of service provided to the customer: and (iii) match perceptions of expected service provision with actual service support & delivery.

4. Responsibility of Service Provider:

The following detailed service parameters are the responsibility of the Service Provider

Service Scope

- o Remote assistance using Remote Desktop or any other technology using Virtual Private Network
- o Planned or Emergency Online assistance
- o Monthly system health check

The responsibilities and/or requirements shall include:

- Installation of Institute antivirus software is mandatory and required for network security with proper updates in all Computers.
- Appropriate notification to the Concerned SCTIMST Engineer by the Company Staff for all scheduled maintenance and emergency maintenance.
- Changes to services, software to be communicated and documented to all stakeholders.
- To prevent the unauthorized use or access to, or the disclosure, loss or destruction of the Information

- To maintain the security and confidentiality of the Information, patient data and protect it from loss or destruction.
- Not to copy or duplicate by any means the system or any part thereof.
- Not to permit any third party access or make modifications to the system or the formation
- Inform the concerned SCTIMST Engineer when the person using Remote service leaves the Service Provider company for removal of account/reset password

5.Amendment:

No terms of this agreement will be modified or amended unless the parties mutually agree to such modification or amendment in writing.

6.Term and Termination

1.This Agreement will commence as of the Effective Date and will remains valid until superseded by a revised agreement between the parties or terminated as provided herein.

2.Either party may terminate this Agreement with or without cause at any time immediately upon giving days written notice to the other party. Upon termination of this Agreement, neither party will have any further rights or obligations

7.Governing Law and Jurisdiction:

This agreement will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the competent courts at Thiruvananthapuram.

For and on behalf of SCTIMST

For and on behalf of Second party

Director, SCTIMST

Witnesses 1

Signature:

Name:

Address:

Witnesses 2

Signature:

Name:

Address: