**Utilizing INFRASTRUCTURE services of**

**Lanka government cloud**

**Memorandum of Understanding (MOU)**

**between**

**< Name of the Government <Organization> >**

**and**

**The Information and Communication Technology Agency of Sri Lanka**

<Month>, <Year>

**Memorandum of Understanding (MOU)**

This MOU is entered into this <Date> day of <Month> <Year> by and between the <Head of the Government Organization> of <Name of the Government Organization> located at <Location Address> (hereinafter referred to as the “<Organization”>, and the Information and Communication Technology Agency of Sri Lanka

**WHEREAS the <Organization> and the ICTA have agreed to enter into this MOU with the intention of utilizing the services of Lanka Government Cloud (LGC) for the purposes described herein under to wit:**

1. ICTA has been statutorily empowered with powers and functions in terms of the Information and Communication Technology Act No. 27 of 2003 (as amended by Act 33 of 2008) to implement strategies and programmes in the Government, civil society and private sector on Information and Communication Technology in order to take the dividends of Information Communication Technology (ICT) to every village, every citizen, every business, and to transform the functions of Government.
2. Pursuant thereto, as a measure of facilitating the GOSL’s requirement of deploying the digital applications of Government Organizations, ICTA looked towards a common platform to host all the government applications and therein implemented the Lanka Government Cloud (LGC) platform in 2012. With the successful completion of five years of LGC, ICTA has launched the upgraded version of the said LGC as Lanka Government Cloud 2.0 in August 2018.
3. <Organisation> has requested hosting facility from ICTA to host <application> in the LGC platform by filling the online template provided by LGC and submitting it along with the deployment architecture of the software solution in order to obtain Infrastructure as a Service (IaaS) from said LGC Platform. ICTA having perused the requirement of the <organization> <specification>, has agreed to provide <agreed amount of servers>.
4. In the said context, ICTA and the <organization> agreed to enter into this MOU to specify the terms and conditions with regard to the said hosting of <WEB SITE> in LGC 2.0. .

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Responsibilities of the <Organization>**
2. The <Organization> shall be the owner of the <WEB SITE > which has hosted in the LGC 2.0.
3. The <Organization> shall inform ICTA of any changes to the system(s) which would directly or indirectly affect the hosting infrastructure.
4. The <Organization> shall appoint <designations> as key contacts for both management and technical queries to ensure proper communication.
5. The <Organization> shall deploy and maintain the software solution which it installs on virtual servers and the <Organization> is responsible for the performance of the said software.
6. The <Organization> shall decide the method of providing access to the system to the end-users (via Lanka Government Network (LGN), public or both) and it is the responsibility of the <Organization> (or the designated software solution provider of the <Organization>) to configure and manage the proxy server accordingly.
7. The <Organization> shall obtain the services of Sri Lanka Computer Emergency Readiness Team (SLCERT) or other organisation which is acceptable to the ICTA to ensure that the software solution conforms to information security standards prior to deploying it in LGC. Any recommendation(s) provided shall be implemented by the <Organization>. Any change/upgrade effected to software should also be audited by the said party before deploying such changes.
8. The <Organization> is expected to ensure the high availability, reliability and security of the web site deployed in their tenants.
9. Connectivity for the hosted application via internet is a responsibility of the organisation. Performance hindrance occur due to slowness of internet connection. The organization ensure reliability and efficiency of the connectivity speed through its respective ISP.
10. The <Organization> should purchase necessary license (if required) for the software to be deployed in LGC, and timely renewals shall also be carried out.
11. The <Organization> shall ensure it conforms to guidelines and instructions issues from time to time by ICTA concerning the use of LGC.
12. Only securely verified plungins to be used in the hosted web site
13. SSL certificate is mandatory for the hoasted web site (<https://letsencrypt.org/>)
14. Support and maintenance team should be responsible for the hoasted Web site.
15. CMS or any other web application should be updated in reguler manner.
16. Backup should be handled by the support and maintanancce team of the respective organisation.
17. **Responsibilities of the ICTA**
18. ICTA shall make best efforts to ensure the availability, reliability, security and redundancy of the infrastructure services provided through LGC.
19. ICTA shall provide the access to the administrator of the <Organization> (or the designated software solution provider of the <Organization>) to manage their own tenants.
20. ICTA shall provide access to the system deployed in LGC as requested by the <Organization>.
21. ICTA shall ensure that data back-up policies and security policies are properly implemented.
22. ICTA shall provide necessary technical assistance and guidance to the <Organization> (or the designated software solution provider of the <Organization>) for accessing/using/maintaining the infrastructure.
23. **Amendment of the MOU**

No amendment or modification of this MOU shall be valid unless the same is made in writing by the parties hereto specifically stating the same to be an amendment of this MOU. The amendment(s) shall be effective from the date on which they are made/executed/ratified by the parties to this MOU.

1. **Entry into Force and Termination**

This MOU shall enter into force on such date as may be mutually agreed between the parties. This MOU is concluded for an initial period of two years. Subject to review of this MOU by the parties at the end of initial period, the MOU may be extended, with appropriate amendments made thereto by mutual written MOU between the parties.

Either party may terminate this MOU at any time with a two month’s written notice. Termination of this MOU will not in any event affect any rights or liabilities of the Parties accrued to them as at the date of termination

1. **Confidentiality**
   1. Each Party shall treat information and materials, which contain proprietary, private or confidential material, or material subject to applicable laws regarding secrecy of communications or trade secrets (hereinafter referred to as “Confidential Information”) which comes in to its possession pursuant to, or as a result of, or in the performance of this MOU with utmost confidentiality and secrecy to the level required and deemed necessary to protect the interests of all Parties concerned with regards to Confidential Information.
   2. This Clause shall survive the termination or expiry of this MOU.
2. **Indemnity**

Either party shall not be liable to the other party or any of its customers for any loss of profits, contracts, goodwill or anticipated savings, or for wasted expenditure, unless the same is directly attributable to an act or omission of other party/party in default, or for any indirect, special or consequential loss or damages, which arises out of or in connection with this MOU.

1. **Notices**

Any notice or other information required or authorized by this MOU to be given by either Party to the other may be given by hand (duly acknowledged) or sent by registered post, facsimile transmission (or comparable means of communication) to the other Party addressed as follows, or to such other address written notice of which has been given.

For ICTA:

For <Organization>:

1. **General Provisions**
2. This MOU and any dispute arising from it shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
3. All questions or disputes related to the interpretation or implementation of this MOU shall be settled by mutual MOU of the parties hereto. Any dispute which is not resolved by mutual MOU shall be referred to the Commercial Centre of the Ceylon Chamber of Commerce for Mediation in terms of the Commercial Mediation Centre of Sri Lanka Act No. 44 of 2000 (as amended in 2005)

**In witness whereof the parties to this MOU have affixed their signature at the Information and Communication Technology Agency of Sri Lanka on this < Date > < Month > < Year >.**

**<Name of the Government <Organization>>**

Signature ........................................ <Name of the head of the <Organization>>

<Designation>

**Information and Communication Technology Agency of Sri Lanka**