

Helsinki,
D(2011)

27/9/2011

CLARIFICATIONS 6

Open call for tender ECHA/2011/66

Framework contract for the provision of Enterprise Content Management Services and Solutions

Question 6.1:

Please confirm that the contractor is not responsible for the EMC Documentum software products or any other third party software products chosen and/or licensed by the customer and which form the customer's ECM, or for the possible errors in or for the intellectual property rights infringements of the said software products?

Answer:

Please, refer to Article I.11 of the draft Framework Contract (Annex 5.2) and sections 4.3.2 and 4.3.3 of the Technical Specifications (Annex 5.1.1).

The Contractor can use ECHA's EMC² Documentum licences for the purpose of creating the development and test environment at its premises, i.e. no additional Documentum software licence costs are needed for the company. Also, the yearly maintenance fees of the Documentum software licences will be assumed by ECHA.

The Contractor will not be liable for any infringement of the EMC Documentum Software licences at ECHA's premises.

The Contractor bears responsibility, however, for the legally correct use of the EMC Documentum software licences at its premises. In case the Contractor would be in a situation of infringement of the EMC Documentum licences at its premises he would have to report without delay this situation to ECHA (Article I.12.4 of Draft Framework Contract), and take immediate remedial action (Article II.1.8 of Draft Framework Contract).

The Contractor also bears responsibility for the legally correct use of all other software licenses (see section 4.3.3 of Annex 5.1.1) required or used by the Contractor at his premises to provide the services under the framework contract. These other software licences will have to be provided by the Contractor at no additional cost for the Agency.

ECHA