



Tilläggsavtal 7 till Volymavtal för Programvaror mellan Kammarkollegiet och IBM Svenska AB

I samband med att nytt International Passport Advantage Agreement (PA aug-2014) avtal blir gällande tillkommer nya avtalsdokument kopplat till IBM SaaS(molntjänster) varvid Volymavtalet för Programvaror, avtalsnr 6765/05 uppdateras enligt följande:

Bilaga 4, Tillägg till och ändringar av IBMs avtalsvillkor, i Volymavtal för Programvaror uppdateras och ersätts av ny Bilaga 4.

Bilaga 5, IBMs Avtalsvillkor, i Volymavtal för Programvaror uppdateras och ersätts av ny Bilaga 5, punkt 5.1 International Passport Advantage Agreement Z125-5831-09 AUG2014.

Här noteras följande nya bilagor:

- 5.7 IBM Användningsvillkor – Allmänna villkor) i126-5948-01(02/2013
- 5.8 IBM Cloud Services Agreement Z126-6304-SE-2 02-2014
- 5.9 DPA- IBM Cloud Processor Agreement -01/2015

Parterna är överens om att Tilläggsavtal 3 och Tilläggsavtal 6 härmed utgår i och med detta Tilläggsavtal 7. Tilläggsavtal 4 har upphört.

Tilläggsavtal 5 kvarstår men Bilaga 4 och Bilaga 5 ersätts genom detta tilläggsavtal .

Bilaga 4 och Bilaga 5 bifogas detta tilläggsavtal.

Viktig information om ändringarna i detta Tilläggsavtal !

Statens inköpscentral vid Kammarkollegiet(SIC) har genom detta tilläggsavtal granskat nedan avtalsbilagor.

1. International Passport Advantage Agreement Z125-5831-09 AUG2014
2. IBM Användningsvillkor – Allmänna villkor i126-5948 01(02/2013
3. IBM Cloud Services Agreement Z126-6304-SE-2 02-2014
4. DPA- IBM Cloud Processor Agreement 01/2015

SIC konstaterar att vissa av avtalsvillkoren, särskilt de som avser behandling av personuppgifter och personuppgiftsbiträdesavtal, måste respektive myndighet granska och godkänna själva utifrån sitt specifika behov och behandling av personuppgifter. I denna granskning ingår även ställningstagande kopplat till offentlighets- och sekretess lagen.

Därutöver bör myndigheten beakta följande punkter:



- I. Punkt angående IBMs behandling av personuppgifter, och i enlighet med beskrivning i "Tjänsten beskrivning" dvs i Service Description dokumentet.

IBM Cloud Service Agreement - s.2 andra meningen.

"IBM will only process such personal data to the extent required to make the Cloud Service available in accordance with the Service Description and you agree that any such processing is in accordance with your instructions".

Kommentar:

Det är viktigt att myndigheten tar del av för den enskilde IBM SaaS-tjänstens beskrivning villkor för och hur personuppgifter behandlas i respektive IBM SaaS Service Description dokument.

- II. Punkt angående IBM, dess underleverantörers användande av kundinformation.

International Passport Advantage Agreement - p 1.6 femte stycket.

"IBM och dess underleverantörer får behandla Kundens kontaktinformation för företaget, dess anställda och leverantörer globalt för vår affärsrelation, och kunden har erhållit nödvändiga samtycken".

IBM Cloud Service Agreement - s.3 andra stycket.

"You agree that IBM and its subcontractors, including other IBM companies, may process the business contact information of you as a legal entity, your employees and contractors worldwide in furtherance of our business relationship, in compliance with applicable data privacy laws. You have obtained consent of your employees and contractors for the above purposes and IBM will comply with their requests to access, update, correct or delete their contact information".

Kommentar:

Förtydligande avseende 'business contact information' i Cloud Services Agreement och "Kundens kontaktinformation" i International Passport Advantage Agreement:

Med affärskontaktinformation avses exempelvis namn, telefonnummer och e-postadresser. Kunden åtar sig att inhämta samtycke från de anställda och uppdragstagare som affärskontaktinformationen gäller, enligt vad som är nödvändigt för att möjliggöra för IBM att behandla och använda informationen för att kontakta dem i syfte att främja affärsrelationen mellan Kunden och IBM.

- III. Punkt angående myndighets rätt till information om licensverktyget ILMT, punkt 1.13/1.14 i IPAA(PA) innan implementering i myndighetens IBM – baserade IT miljö.

"Myndighet äger möjlighet att nyttja fördelar med licensieringsvillkoren i en virtualiseringsmiljö enligt IPAA (International Passport Advantage Agreement) 1.13 och 1.14. Vid en sådan övergång från Full Capacity till Sub-Capacity kan kunden kontakta IBM om kunden är i behov av ta del av ytterligare information eller assistans kring IBM License Metric Tool (ILMT). Detta kan ske på flera



sätt genom att:

- a) Myndigheten tar del av den information som finns på IBMs web enligt länkar i IPAA
- b) Myndigheten kontakter sin IBM-kontakt för en genomgång. IBM kan innan en första(ny) installation av verktyget ILMT i myndighetens IT-miljö och Sub-capacity licensiering, erbjuda upp till en halvdags(4 tim) information om ILMT med myndigheten. Informationen kan t ex innehålla teknisk genomgång av verktygets egenskaper, funktion i myndighetens It-miljö samt genomgång av ett generellt mätresultat för att kunna läsa och tyda rapporter från verktyget."
- c) Myndighet har därutöver möjlighet att anlita IBM-konsult emot avgift för assistans med installation och konfiguration

Bilagor:

Bilaga 4, Tillägg till och ändringar av IBMs avtalsvillkor i Volymavtal för programvaror

Bilaga 5, IBMs Avtalsvillkor, i Volymavtal för programvaror

SKL Kommentus Inköpscentral tecknar ett separat tilläggsavtal med IBM.

Genom att underteckna nedan, är båda parter överens om innehållet i detta Tilläggsavtal.

Överenskommes:

Kammarkollegiet, Statens Inköpscentral
Org nr: 202100-0829

Av

Behörig underskrift

Ylva Grahn Agering
Namnförtydligande:

Datum: 1/4 2015

Installationsplatsnummer: 7057623

Kammarkollegiets adress:
Kammarkollegiet, Statens inköpscentral
Box 2218
103 15 Stockholm

Överenskommes:

IBM Svenska AB
Org nr: 556026-6883

Av

Behörig underskrift

Mirva Antila
Namnförtydligande:

Datum: 30.3.2015

IBM adress:
IBM Svenska AB
164 92 Stockholm,

**Bilaga 4 Tillägg till och ändringar av IBMs avtalsvillkor**

Tillägg/ändringar för offentliga sektorn i avtalsvillkoren i Bilaga 5.

Underbilaga nr	Punkt som ändras/tillägg	Kommentar
5:1	PA avtalets Inledning, första stycket, nästista meningen	Installationsplats Nästsista meningen " Kundens Huvudföretag är ansvarigt för att följa villkoren på alla Kundens installationsplatser som tilldelats ett Passport Advantage-installationsplatsnummer enligt detta avtal." ersätts med " Installationsplatsen ansvarar för att de uppfyller villkoren i detta Avtal".
5:1	PA paragraf 1.6 Allmänna riktlinjer, sjätte stycket	Följande tillägg görs här: I sådant fall en verksamhet inom en Myndighet förflyttas till annan Myndighet eller en Myndighet upphör att verka, kan en flytt av licenser från en Myndighet till en annan bli aktuell.
5:1	PA paragraf 1.11 RSVP-nivå (Relationship Suggested Volume Price) och SVP-pris (Suggested Volume Pricing)	Paragrafen skall inte tillämpas.
-	-	IBMs Tilläggsvillkor för konsulttjänster – SE-0011-02 2002-10 – för uppdrag på löpande räkning resp. fast pris ersätts av Statskontorets Allmänna villkor Konsulttjänster – Uppdrag (Underbilaga 4:1).



Bilaga 5 IBMs avtalsvillkor

Leverantörens – vid var tid gällande – avtalsvillkor.

Underbilaga nr	Namn	Version	Gäller fr.o.m.	Användning	Tecknas mellan
5:1	IBM International Passport Advantage Agreement (PA)	Z125-5831-09 AUG2014	2015-03-30	Reglerar de kommersiella villkoren	IBM-Kammarkollegiet IBM-SKL Kommentus Inköpscentral
5:2	IBM International Passport Advantage-avtal Tillägg för Government Option (GO)	Z125-6501-01 2/2003	2003-05-05	Tillägg till 5:1 för Offentlig sektor	IBM-Myndighet
5:3	International Program License Agreement (IPLA)	Z125-3301-13	2009-05	Licensvillkor för programvaror för distribuerade miljöer	IBM-Kammarkollegiet IBM-SKL Kommentus Inköpscentral
5:4	IBM International Passport Advantage-avtal – Registreringsblankett	Z125-6125-09 07/2011	2011-07	Registreringsblankett som ifylls av Myndighet som vill utnyttja Volymavtalet	IBM-Kammarkollegiet IBM-SKL Kommentus Inköpscentral IBM-Myndighet
5:5	IBM International Passport Advantage-avtal Tillägg för Academic Volume Option (AVO)	Z125-6500-01 2/2003	2003-05-05	Tillägg till 5:1 för Utbildningsinstitutioner	IBM-Myndighet
5:6	IBM Agreement for Academic Initiative	INTC-6514-02	2006-03	Fri programvara vid akademisk utbildning	IBM-Utbildningsenhet
5:7	IBM Användningsvillkor – Allmänna villkor	i126-5948-01 02/2013	2015-03-30	Omfattar alla IBM SasS-tjänster sålda under PA	IBM-Kammarkollegiet IBM-SKL Kommentus Inköpscentral
5:8	IBM Cloud Services Agreement	Z126-6304-SE-2 02-2014	2015-03-30	Omfattar alla IBM molntjänster	IBM-Kammarkollegiet IBM-SKL Kommentus Inköpscentral
5:9	DPA- IBM Cloud Processor Agreement	01/2015	2015-03-30	Tillämpas när personuppgifter används i molntjänst	IBM-Kammarkollegiet IBM-SKL Kommentus Inköpscentral



Bilaga 5:6 IBM Agreement for IBM Academic Initiative

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If you fail to comply with the terms of this Agreement, IBM may terminate Software Maintenance and all of your licenses to use Programs and Educational Materials that you have acquired under this Agreement.

You may terminate this Agreement on written notice to IBM following the expiration or termination of your

obligations but you and your Students may continue to use the Programs and Educational Materials.

IBM may terminate this Agreement on three month's written notice to you. However, you and your Students may continue to use the Programs and Educational Materials.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

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1. You may not assign this Agreement, in whole or in part, without the prior written consent of IBM. Any attempt to do so is void.



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4. All information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.
5. Each of us is free to enter into similar agreements with others.
6. Each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
7. Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
8. You agree that this Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against you except as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable.
9. Neither you nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.
10. Neither you nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.
11. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

12. Geographic Scope

The rights, duties, and obligations of each of us are valid only in Sweden.

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Both you and IBM consent to the application of the laws of Sweden to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.