

Appendix G. Certification Agreement for EDI VAN Services

The _____, a value-added network (VAN) provider (hereafter called the provider), has successfully completed all electronic data interchange (EDI) testing requirements for the United States of America (hereafter called the government) and is hereby certified as a Federal government EDI VAN service provider. The provider agrees to the following terms, conditions, and requirements.

DEFINITION OF TERMS

Terms are defined as follows:

- Electronic commerce (EC)—conduct of administration, finance, logistics, procurement, and transportation between the government and private industry using an integrated automated information environment to interchange business transactions.
- Electronic data interchange (EDI)—exchange of routine business transactions in a computer processable format, covering such traditional applications as procurement, transportation, supply, maintenance, and finance.
- Government network entry points—collection of computer hardware and software, comprising a virtual network environment, which provides connectivity to commercial VANs in order to transmit EDI transactions between Federal agencies and their contractors.
- Government's technical representative—person authorized to perform certain delegated functions concerning this agreement that are specified in writing by the government.
- Provider—entity providing VAN services to the government and business entities.
- Trading partners—commercial activities that conduct business with the government.
- Value-added network (VAN)—public or private packet-switched network providing a variety of services that allow trading partners to have one communication environment to transmit, receive, and store EDI messages for EDI trading partners.

EDI VAN PROVIDER SERVICES

The provider has been certified to transmit, receive, and/or store EDI messages for EDI trading partners, provide interconnectivity with other VANs, and provide access to these EDI messages by the entities to which the messages are addressed. All transmissions between the provider and the government shall be in standard format as provided in the technical requirements document.

TERM

The term of the agreement shall be for 1 year. The agreement shall be effective the date the government signs the agreement and shall continue unless terminated sooner in accordance with the provisions of the agreement. This agreement hereby granted may be terminated in whole or in part by either entity giving not less than 30 calendar days notice in writing of the date such termination is to be effective.

EXTENSION OF TERM OF AGREEMENT

This agreement may be extended for an additional four 1-year periods after the government conducts an annual review of the agreement for the purpose of reviewing any changes to the technical requirements, as well as reviewing all terms and conditions contained in the agreement. Revisions to the agreement shall be made bilaterally.

WAIVER OF CHARGES

The provider hereby waives all charges to the government for EDI and VAN services as described in the technical requirements for exchanging electronic business documents and information with trading partners conducting business with the government. All applicable network charges for electronic transmission and receipt of documents will be waived for the first year of the agreement. In consideration for the provider granting the government this right, the government agrees that it will not use, resell, or otherwise make available the provider's services outside the scope of this agreement without the prior written permission of the provider. In addition, the government will provide all public procurement information to the VAN provider at no cost. This provision will be reevaluated after 1 year.

MINIMUM GUARANTEE

The magnitude of government transactions depends on congressional appropriations. Therefore, the Federal government cannot guarantee any minimum level of transactions.

LIABILITY EXCLUSIVE

The government is not responsible for errors or omissions of the providers in providing information to other commercial entities. The government is not liable for nonperformance of the providers.

USE OF AGREEMENT

The agreement is for use by all Federal departments and agencies and certified providers.

LIMITATION OF LIABILITY

The provider is not expected to assume liability for incidental, special, or consequential damages or for third-party claims made by non-EDI VAN clients against the provider or the government, under or related to the agreement. The provider's total liability under or relating to the agreement will not exceed, in the aggregate, \$100,000.

COMPUTER SECURITY

Notwithstanding any other provision of the agreement, the government may unilaterally disconnect from the provider if the government suspects any breach of computer security due to the connections with the provider that would compromise the integrity, normal operations, or privacy of the government's computer system. The government, or its technical representative, will notify the provider within 2 hours if the government disconnects from the provider. Such notice may be verbal or by electronic mail but will be followed by a written notice, within 24 hours, of the reasons for the disconnect, the steps being taken to determine whether a breach indeed exists, and an estimated completion schedule for such steps. The government will research and/or test to confirm any such breach of computer security. Upon satisfactory resolution of any apparent or real breach, the government will reconnect to the provider. The provider shall indemnify the government against additional costs resulting from disconnecting from the provider.

DATA RESPONSIBILITY

The government assumes responsibility for quality and timeliness of all data residing at the government system and of all transmissions of data to the provider. The provider is responsible for the quality and timeliness of all transmissions of data sent to the Federal trading partners from the Federal government and from the trading partner to the Federal government.

TRADING PARTNER REGISTRATION

The provider agrees to register all vendors interested in conducting business with the Federal government and make such registration information available to the government. The government agrees to share its bidders mailing list data with the provider in a bilateral effort to assist in the registration of trading partners. The provider agrees to incorporate trading partner agreements and master solicitation requirements in their vendor registration process as prescribed in the technical requirements.

OTHER CONSIDERATIONS

All Federal-to-contractor electronic transactions exchanged as part of this EC program shall be exchanged via participating providers. Providers participating in this agreement will be notified of the schedule of implementation of government activities in this EC program.