



CLOUDSTORE

TERMS AND CONDITIONS

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Government Technology Agency
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Glossary of Key Terms and Abbreviations

Agency Procurement	Procurement carried out by Government agencies and statutory boards.
CFP	Call for Participation
CloudStore	The CloudStore is a GovTech initiative which provides a listing of qualified cloud offerings for Government agencies and statutory boards to consider during procurement.
CloudStore Application	Submission by a Participant to be made in the prescribed format in order to seek a Qualification
CloudStore Application Form	Refers to the prescribed forms attached to the CFP Announcement to be filled in and submitted by the Participant
EPPU	Expenditure Procurement Policies Unit
GeBIZ	Government Electronic Business
Government	Government of the Republic of Singapore as a whole including all its Ministries, government departments and Organs of State.
GovTech	Government Technology Agency
Offering	Cloud services
Participant	Any company which submits a CloudStore Application for the purpose of participation in CloudStore.
Qualified Offering	Offering that has been evaluated and qualified to be listed on the CloudStore
Qualified Provider	Any company providing a Qualified Offering
Qualification	Qualified Offering status

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1. Introduction

- 1.1 The CloudStore provides a marketplace of qualified cloud offerings from the industry for Government agencies and statutory boards to consider during procurement. The Government agencies and statutory boards are not bound to procure from the CloudStore and have the option to procure via other procurement methods.

2. Scope

- 2.1 This document is applicable to all Participants seeking to have their offerings qualified for listing on the CloudStore and Qualified Providers who already have Qualified Offerings on the CloudStore. Participation in CloudStore is voluntary. All Participants and Qualified Providers and their Qualified Offerings shall comply strictly with these Terms and Conditions governing CloudStore at all times.

- 2.2 These Terms and Conditions should be read in conjunction with the following documents including but not limited to:-

- a. CloudStore Guidelines;
- b. CFP Instructions to Participants;
- c. CFP Announcements with prescribed CloudStore Application Form (which governs CloudStore Applications for each opened category);
- d. Such other documents as GovTech may issue from time to time; (together with this Terms and Conditions, collectively referred hereinafter as the “CloudStore Documents”).

- 2.3 The guidelines, procedures, instructions, requirements and provisions contained in the CloudStore Documents shall be deemed to be part of these Terms and Conditions.

- 2.4 These Terms and Conditions and the CloudStore Documents may be further amended, varied, modified, supplemented or replaced by GovTech at its sole and absolute discretion from time to time, and the updated versions will be made available on the GovTech website at: <https://www.tech.gov.sg/programmes-partnerships/programmes-partnerships/initiatives/govtech-cloudstore> GovTech will also notify Qualified Providers and Participants who have submitted CloudStore Applications about the amendments to any of these Terms and Conditions. Qualified Providers or Participants who have submitted CloudStore Applications may request to update or withdraw its Qualified Offering or CloudStore Application, as the case may be, in accordance with the provisions of the CloudStore Documents. A Qualified Provider / Participant shall be deemed to have agreed to comply with any amended version of these Terms and Conditions by continuing to participate in the CloudStore.

- 2.5 In the event of any conflict or inconsistency between any terms of the CloudStore Documents, the following documents shall prevail in the following priority:

- a. CloudStore Terms and Conditions;
- b. CloudStore Application Form;
- c. CloudStore Guidelines;

- d. CFP Instructions to Participants;
- e. CFP Announcements; and
- f. All other documents forming part of the CloudStore Documents.

3. CloudStore Submissions

3.1 The CloudStore Submissions shall include the following:

- a. CloudStore Application (for a new Qualification);
- b. Renewal of Qualification;
- c. Request to update Qualified Offering information; and
- d. Any other submission made by the Qualified Provider/Participant to CloudStore, (collectively, the "CloudStore Submissions").

3.2 By making a CloudStore Submission, the Qualified Provider/Participant undertakes to comply with these Terms and Conditions, and represents and warrants that all information contained in any application form and all supporting documents and materials are true, accurate, up-to-date and complete.

3.3 Any Qualification which is not renewed in accordance with the CloudStore Guidelines shall result in the Qualified Offering being withdrawn from the CloudStore and the Qualified Provider/Participant/company shall comply with Clause 10.5 of these Terms and Conditions.

3.4 GovTech reserves the right not to process a CloudStore Submission if it is incomplete or if the information provided by the Qualified Provider/Participant is deemed by GovTech to be misrepresented, false, misleading, inaccurate, insufficient or on other grounds as GovTech in its sole and absolute discretion deems fit.

3.5 GovTech reserves the right to and may at its sole and absolute discretion reject any CloudStore Submission for the award or renewal of a Qualification without providing the Qualified Provider/Participant any reasons whatsoever for the rejection.

3.6 The Qualified Provider/Participant shall nominate a representative to liaise with GovTech on all matters relating to CloudStore and to ensure that all the obligations of the Qualified Provider/Participant as set out in these Terms and Conditions and the CloudStore Documents are fulfilled. The Qualified Provider/Participant shall also keep GovTech informed in writing of any changes in relation to the nominated representative.

3.7 For the avoidance of doubt, GovTech reserves the right to accept new CloudStore Applications and award new Qualifications in accordance with the provisions of the CloudStore Documents.

3.8 GovTech makes no guarantee that GovTech, Government agencies or statutory boards will purchase any services from Qualified Providers.

4. Evaluation

4.1 Evaluations are conducted by GovTech ("**Evaluations**"), in respect of:

- a. CloudStore Application (for a new Qualification);
 - b. Renewal of Qualification;
 - c. Request to update Qualified Offering information.
- 4.2 The Evaluations are based on the requirements of the CloudStore set out in the CloudStore Documents, as may be amended, varied, modified, supplemented and/or replaced by GovTech at its sole and absolute discretion from time to time (the **“CloudStore Requirements”**).
- 4.3 GovTech reserves the right to and may at its sole and absolute discretion appoint external parties to assist in the Evaluation to be undergone by the Qualified Provider/Participant under CloudStore.
- 4.4 GovTech reserves the right to request the Qualified Provider/Participant to provide verifications of claimed capabilities in their CloudStore Submissions at any point during the Evaluation, after Qualification award or at any point during the Qualified Provider’s/Participant’s participation in CloudStore.

5. Withdrawal of CloudStore Submission

- 5.1 The Qualified Provider/Participant shall provide a written notification to GovTech if the Qualified Provider/Participant decides to withdraw any CloudStore Submission before it has undergone evaluation. Any fees paid by the Qualified Provider/Participant, if any, for the application will be forfeited.
- 5.2 The Qualified Provider/Participant may re-submit a withdrawn offering for Qualification at a later date. The re-application shall be treated as a new application and shall be required to undergo the full qualification process including but not limited to the payment of the applicable fees, the submission of a full set of documents.

6. Award of Qualification

- 6.1 The Qualification is not an acceptance test by GovTech of the Qualified Offering, whether generally or for any enterprise deployment, and accordingly the Qualification shall not be taken or marketed as such. The Qualified Provider shall be responsible to ensure that, where necessary, proper acceptance tests are conducted to meet the needs of its clients.
- 6.2 For the avoidance of doubt, the award of the Qualification by GovTech is not acceptance that a Qualified Offering is free from any defects. GovTech is not liable for any loss or damage whatsoever and howsoever incurred by any party arising as a result of the use of a Qualified Offering or any representations made in respect of the Qualified Offering by the Qualified Provider. Notwithstanding the generality of Clause 17, the Qualified Provider shall indemnify GovTech (on a full indemnity basis) against any liability or claims for costs, losses, expenses and damages from any party arising as a result of that party’s use of the Qualified Offering.
- 6.3 The award of the Qualification is not, and shall not be deemed as, a representation by GovTech of the quality or fitness for any purpose of the Qualified Offering and the Qualified Provider shall remain legally responsible in case of any loss or damage incurred by any party arising from the use of the Qualified Offering.

- 6.4 Notwithstanding any requests, GovTech reserves the right to and may, at its sole and absolute discretion, choose not to disclose the detailed results of the Evaluation to the Qualified Provider/Participant.
- 6.5 GovTech will notify a Qualified Provider/Participant of the Qualification outcome. A Letter of Qualification will be issued to the Qualified Provider/Participant for a new Qualification or renewal of Qualification.
- a. The Qualification and the Letter of Qualification are not transferable under any circumstances.
 - b. The Qualification will be valid for a period as specified in the CloudStore Guidelines. GovTech shall have the absolute right to amend the Qualification validity period at any time after the award of the Qualification. The Qualification may be renewed upon its expiry for such further periods and on such terms and conditions as GovTech in its absolute discretion deems fit.
- 6.6 The award of the Qualification is conditional upon the Qualified Provider's continued compliance with these Terms and Conditions including but not limited to those set out in the CloudStore Documents, any of the terms and conditions set out in the Letter of Qualification, any requirements set out in the evaluation report, for the period of the Qualification.
- 6.7 The Qualified Provider shall inform GovTech as soon as reasonably practicable if, at any time, it becomes unable to perform its obligations as set out in these Terms and Conditions and CloudStore Documents.
- 6.8 GovTech reserves the right to and may, in its sole and absolute discretion, terminate a Qualification at any time or refuse to grant the renewal of a Qualification at any time without the need to give any reasons for such termination or refusal and the Qualified Provider agrees that GovTech shall not bear any liability whatsoever in relation to such termination or refusal and the Qualified Provider agrees that GovTech shall not bear any liability whatsoever in relation to such termination or refusal.
- 6.9 Without prejudice to Clauses 3.5 and 6.8 above, GovTech may, in its absolute discretion, refuse to award the Qualification to or renew such Qualification of a Qualified Provider/Participant if:
- a. the application submitted by the Qualified Provider/Participant is not in accordance with the form required by GovTech;
 - b. the Qualified Provider/Participant fails to satisfy any of the CloudStore Requirements, including the failure to submit or make any declaration required under the CloudStore Documents;
 - c. the Qualified Provider/Participant fails to pay any outstanding fee(s);
 - d. the Qualified Provider/Participant provides any information to GovTech which is misrepresented false, misleading, inaccurate or insufficient;
 - e. the Qualified Provider/Participant is in breach of any of these Terms and Conditions;

- f. the Qualified Provider/Participant contravenes any applicable laws or regulations in Singapore; or
- g. for any other reason, GovTech at its sole and absolute discretion is of the opinion that it is undesirable to award the Qualification to or renew the Qualification.

7. Fees

- 7.1 GovTech shall charge the Qualified Provider/Participant such fees as it may from time to time determine in relation to the Qualified Provider's/Participant's participation in CloudStore. All awards and renewals of Qualification will be issued subject to full payment of such fees (if any) as specified in the CloudStore Guidelines (the "**Fee Structure**").
- 7.2 The fee payable (if any) for each Qualification shall be as specified in the Fee Structure and the Qualified Provider/Participant shall pay the full fee by the due date.
- 7.3 No qualification shall be, or shall be deemed to have been, awarded or renewed until the fee in respect thereof has been fully paid.
- 7.4 All fees paid are not refundable regardless of the outcome of any application whether for the award or renewal of the Qualification.
- 7.5 GovTech reserves the right to change the Fee Structure at any time by providing written notice to the Qualified Provider/Participant.

8. GovTech's Undertaking of the Qualified Provider

- 8.1 The Qualified Provider shall furnish to GovTech in a timely manner all relevant information and documentation relating to the Qualified Offering when requested by GovTech for the purposes of updating the Qualified Offering information or other evaluation purposes.
- 8.2 The Qualified Provider shall inform GovTech forthwith if, at any time, it becomes unable to perform its obligations as set out in these Terms and Conditions or CloudStore Documents.
- 8.3 The Qualified Provider represents and warrants to GovTech that:
 - a. the Qualified Provider shall not contravene any applicable laws or regulations or cause GovTech to be in breach of any applicable laws or regulations in the course of its participation in CloudStore;
 - b. the Qualified Provider's Qualified Offering does not violate or infringe any intellectual property rights, or any right of privacy or publicity of any third party or any other right of any person or entity and, notwithstanding the generality of Clause 17, the Qualified Provider agrees to indemnify GovTech (on a full indemnity basis) against any costs, losses, expenses and damages arising from any claims from any third party that the Qualified Offering violates or infringes any intellectual property rights, or any right of privacy or publicity of any third party or any other right of any person or entity;
 - c. the Qualified Provider will immediately notify GovTech of any material changes to any information provided in connection with the Qualified Offering;

- d. the Qualified Provider will comply with such other requirement or conditions as may be stipulated by GovTech and/or the relevant authorities from time to time.
- 8.4 The Qualified Provider agrees and undertakes that it will not rely on or refer to the Qualification of its products when seeking or doing business with parties that are not Government agencies or statutory boards.
- 8.5 The Qualified Provider/Participant agrees that it shall not cross sell or bundle other product(s) or services that are not Qualified Offerings with the Qualified Offerings through the CloudStore, unless such product(s) or services are essential to meet the stated requirement(s) of GovTech, Government agencies or statutory boards.

9. Non-compliance with Terms and Conditions

- 9.1 Without prejudice to any of GovTech's powers and rights to take such action as it deems fit, any Qualified Provider which fails to abide by any of these Terms and Conditions may be given a written warning by GovTech. If the Qualified Provider fails to comply with the demands of the written warning within the stipulated timeframe, GovTech may suspend or terminate the Qualification in accordance with Clause 10.
- 9.2 For the avoidance of doubt, GovTech reserves the right to and may, in its sole and absolute discretion, terminate the Qualification at any time, in accordance with Clause 10.2 to 10.6, if the Qualified Provider is in default of any of these Terms and Conditions without issuing any prior warning to the Qualified Provider prior to the termination.

10. Suspension and Termination of Qualification

- 10.1 GovTech may, in its absolute discretion, terminate a Qualification or suspend the Qualification, if it is satisfied that:
 - a. the Qualified Offering no longer meets the CloudStore qualification criteria;
 - b. the Qualified Provider obtained the Qualification by making or causing any false or fraudulent declaration, certification or representation, either in writing or otherwise;
 - c. the Qualified Provider gave or declared false, misleading, misrepresented or inaccurate information to GovTech;
 - d. GovTech has reasons to believe that the Qualified Provider has failed to maintain a standard which complies with the CloudStore Requirements;
 - d. where the Government agencies or any statutory board enters into any procurement contract in reliance on a Qualified Offering being listed on CloudStore, the Qualified Provider fails to render the same or better goods or services as that which the Qualified Provider relied upon in seeking Qualification on CloudStore;
 - f. the Qualified Provider failed to submit or make any declaration required under the CloudStore Documents

- g. the Qualified Provider contravened or failed to comply with any of these Terms and Conditions and/or the CloudStore Documents issued to the Qualified Provider;
 - h. the Qualified Provider failed to comply with any other requirement imposed by GovTech, as may be reasonable and necessary to enable assessors to perform their assessment or Evaluation under these Terms and Conditions;
 - i. the Qualified Provider failed to rectify any default of these Terms and Conditions or such other requirements imposed by GovTech in connection with CloudStore within the agreed time frame;
 - j. the Qualified Provider failed to pay all necessary fees payable or imposed by GovTech from time to time in a timely manner;
 - k. the Qualified Provider contravened any applicable laws or regulations;
 - l. the Qualified Provider is for any other reason in GovTech's sole and absolute discretion, deemed unfit to continue to hold the Qualification or the Qualified Provider's act or omission brings its industry into disrepute;
 - m. the Qualified Provider becomes insolvent;
 - n. legal proceedings alleging insolvency are brought against the Qualified Provider;
 - o. the Qualified Provider enters into a composition or similar arrangement with its creditors; or
 - p. the Qualified Provider offers, offered, promised or gave a bribe to anyone whether prior to or after the date of the CloudStore Application, concerning the Qualification.
- 10.2 The Qualified Provider will be informed in writing by GovTech of the Qualification suspension or termination. The letter will be sent to the address of the Qualified Provider provided to GovTech.
- 10.3 A Qualified Provider with a suspended Qualification may have the suspended Qualification reinstated subject to any evaluations and/or conditions that GovTech may impose.
- 10.4 GovTech may, at any time and for such reason as it deems fit, reduce the period for which the Qualification has been suspended.
- 10.5 Once a Qualified Provider is notified by GovTech that one or more of its Qualified Offering has been withdrawn, suspended or terminated from the CloudStore, the Qualified Provider shall immediately comply with GovTech's instructions regarding its obligations in any on-going Agency Procurement.
- 10.6 Where pursuant to these Terms and Conditions, the Qualification has been awarded, suspended or terminated by GovTech or withdrawn by the Qualified Provider, GovTech may publish as GovTech considers fit a notification of the award, suspension, termination or withdrawal of the Qualification.

11. Language

- 11.1 All CloudStore Submissions, Qualified Offering information, documents, catalogues etc. must be in comprehensible English language.

12. Ownership of Documents

- 12.1 All documents submitted by the Qualified Provider/Participant as part of its CloudStore Application shall become the property of GovTech. However, intellectual property in the information contained in the submissions shall remain vested in the Qualified Provider/Participant. This clause is without prejudice to any provisions to the contrary in any subsequent contract between the Qualified Provider/Participant and GovTech.
- 12.2 The intellectual property in any documents issued by GovTech pursuant to this CFP shall remain vested in GovTech.

13. Confidentiality

- 13.1 Save as provided herein, all information, materials and documents supplied by the Qualified Provider/Participant to GovTech under CloudStore shall be treated as non-confidential information and the Qualified Provider/Participant agrees that GovTech may, at its sole discretion and as stated in the CloudStore Application Form, publish such information, materials and documents, as Qualified Offering information on the CloudStore upon Qualification.
- 13.2 The Qualified Provider/Participant and GovTech may agree in writing to certain information, materials and documents supplied by the Qualified Provider/Participant to GovTech under CloudStore, to be treated as confidential information.
- 13.3 Subject always to Clause 13.4 below, GovTech agrees and undertakes:-
- a. not to directly or indirectly disclose or make available any confidential information, in whole or in part, to any person or party whom the Qualified Provider/Participant notifies GovTech in writing or who is not expressly authorised to receive such information pursuant to or in accordance with these Terms and Conditions;
 - b. to take reasonable precautions to prevent unauthorised access to confidential information by any person or party by using at least the same protective measures as are used by the Qualified Provider/Participant to protect its own confidential or proprietary information and in any event, not less than at a reasonable standard of care; and
 - c. to notify the Qualified Provider/Participant in writing as soon as reasonably practicable upon discovery of any unauthorised use or disclosure of confidential information, and to co-operate with Qualified Provider/Participant in a reasonable way to help the Qualified Provider/Participant regain possession of the confidential information and prevent further unauthorised use and/or disclosure of the same.
- 13.4 GovTech may use the confidential information or disclose the same:

- a. To evaluate the Qualified Provider/Participant's compliance with the requirements of the CloudStore, including but not limited for the purposes of the Evaluations;
 - b. To perform any of its rights, obligations or responsibilities under these Terms and Conditions;
 - c. To facilitate the performance of (a) or (b) by a third party appointed by GovTech for the purposes of the CloudStore;
 - d. With the prior written consent of the Qualified Provider/Participant but subject to any terms or limitations which may be imposed by the Qualified Provider/Participant for such disclosure;
 - e. If required to do so pursuant to any law or regulation, subpoena, order of court or pursuant to other judicial or administrative process, except that GovTech shall, to the extent permitted by law, give prompt notice of any such impending disclosure to the Comp Qualified Provider/Participant any;
 - f. To such of its officers, employees or professional advisors who need to know the same for the purpose(s) of the CloudStore or for seeking advice on any matter arising out of these Terms and Condition provided that GovTech shall ensure that any of its officers, employees and professional advisors to whom confidential information is to be disclosed are made aware of and agree to abide by the confidentiality obligations in these Terms and Conditions before any disclosure to them is made.
- 13.5 GovTech shall not be liable for any damages or losses suffered by the Qualified Provider/Participant as a result of any disclosure of confidential information by GovTech other than due to the wilful default or gross negligence of GovTech or its representatives.
- 13.6 The Qualified Provider/Participant agrees that and GovTech reserves the right to share relevant information, including confidential information, gathered through the process of CloudStore qualification with Government agencies or statutory boards if GovTech deems necessary and appropriate for any purpose relating to the CloudStore or relating to procurement that Government agencies or statutory boards wish to conduct.
- 13.7 The Qualified Provider/Participant, its staff and agents shall keep confidential and shall not disclose to any third party:
- a. information relating to its application for the award or renewal of Qualification until such Qualification has been awarded by GovTech; and
 - b. all correspondence between the Qualified Provider/Participant and GovTech.

14. Expenses

- 14.1 In no case shall any expenses incurred by a Qualified Provider/Participant in their CloudStore Applications or any activities pursuant to the CloudStore be borne by GovTech.

15. Copyright

- 15.1 GovTech reserves to itself all copyright in the CloudStore Documents.

16. Limitation of Liability

- 16.1 GovTech shall in all events not be liable to the Qualified Provider/Participant and its proprietors, directors, shareholders, officers, employees, personnel, agents or contractors for any claims, expenses, losses or damages (including solicitors' fees) whether direct or indirect suffered by the Qualified Provider/Participant or and its proprietors, directors, shareholders, employees, personnel, agents or contractors (whether such claims, expenses, losses or damages have been informed by Qualified Provider/Participant to GovTech) as a consequence of:
- a. the Qualified Provider/Participant's participation in CloudStore, the Evaluations or as a result of the assessment of the Qualified Provider/Participant's CloudStore compliance by GovTech; or
 - b. GovTech's refusal to award, refusal to renew, suspension or termination of the Qualification, for any reason whatsoever.
- 16.2 In the event that GovTech is found liable by the operation of the law, the maximum amount of GovTech's liability shall be limited to the fees paid by the Qualified Provider/Participant to GovTech (if any).

17. Indemnity

- 17.1 The Qualified Provider/Participant agrees and undertakes to indemnify GovTech and its directors, shareholders, officers, employees, personnel, agents or contractors fully against all claims, expenses, losses or damages (including solicitors' fees) suffered by GovTech including but not limited to all claim by any third parties against GovTech, arising from the Qualified Provider/Participant's participation in CloudStore or the Qualified Provider/Participant's breach of these Terms and Conditions.

18. Governing Law and Dispute Resolution

- 18.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 18.2 Any dispute arising out of or in connection with these Terms and Conditions, including any questions regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the arbitration rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this Clause 18.2.

19. Miscellaneous

- 19.1 The invalidity, illegality or unenforceability of any part of these Terms and Conditions shall not affect the validity, legality and enforceability of the other parts of these Terms and Conditions.

- 19.2 No third party shall have any right to enforce any of the provisions under the Contracts (Right of Third Party) Act (Cap.53B).
- 19.3 Clause 13.7, the limitation of liability clause in Clause 16 herein and the indemnity clause in Clause 17 herein shall survive termination or expiry of these Terms and Conditions.
- 19.4 These Terms and Conditions together with the CloudStore Documents forms the entire agreement between the Qualified Provider/Participant and GovTech with respect to the matters stated herein.

20. Compliance with these Terms and Conditions

- 20.1 Without prejudice to the generality of clauses 9 and 10, failure to comply with these Terms and Conditions may, subject to Clause 10.5, result in immediate termination of the Qualified Provider's status as a Qualified Provider and immediate removal of the Qualified Provider's Qualified Offerings from the CloudStore.

21. GovTech's Right to Seek Recovery

- 21.1 Nothing herein shall prejudice or limit GovTech's right to seek recovery from the Qualified Provider/Participant for any loss, damage, costs, expenses, or liability incurred by GovTech or its officers, directors and employees, directly or indirectly arising out of or relating to the submission of the response or application by the Qualified Provider/Participant (and GovTech's retention and use of such response or application), including but not limited to any claim that the response or application infringes any third party's intellectual rights.

22. GovTech Not Acting as Agent or Employee of the Government or Any Other Statutory Board

- 22.1 For the avoidance of doubt, for the purposes of the CFP, these Terms and Conditions and the other CloudStore Documents, GovTech shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the Government or any other statutory board.