

## Appendix 17 – Manufacturer's Affidavit

To:  
Ministry of Finance,  
Government of Israel.

Subject: **Manufacturer's affidavit regarding tender number 001/2017, for the supply of CRM services, and for the development, operation and maintenance of systems on said infrastructure (hereinafter: "the tender"):**

I, \_\_\_\_\_ (*name*) the representative of \_\_\_\_\_ (*company name*) (hereinafter: "the manufacturer") which supply services of \_\_\_\_\_ (*offered system*) (hereinafter: "the system"), which are offered by \_\_\_\_\_ (*contractor name*) (hereinafter: "the contractor") as a part of this tender (hereinafter: "the services"), am authorized to give this affidavit on behalf of the manufacturer. The Manufacturer's commitments in this Affidavit only apply to the manufacturer services.

A. The contractor is a certified representative of the manufacturer in Israel for sale of the offered services. The contractor is [*check relevant box*]:

~~A licensed supplier~~ An authorized reseller of the ~~offered services~~ manufacturer Services.

A subsidiary of the manufacturer in Israel.

B. The manufacturer ~~certified~~ authorized the contractor to ~~sell and supply to resell~~ the manufacturer services ~~required by as part of~~ the tender.

C. The manufacturer is committed to support the contractor in Israel, supplying warranty and system upgrades for the duration of the contract.

D. If under any circumstances the contractor will be unable to provide the services required in this tender, the manufacturer will cooperate, as commercially reasonable, with the MOF in order to transfer of services to another licensed supplier.

E. The offered services are being used by \_\_\_\_\_ customers to date (date of publication of this tender).

F. Confidentiality and lack of conflict of interests

The following terms are used as defined below throughout this statement:

**Information** – All the information, knowledge, documents, correspondence, plans, figures, models, opinions, conclusions etc. and anything else related to the supply of services, whether written or oral and / or in any form or way of preserving information in electrical and / or electronic and / or optical and / or magnetic mediums and / or another, all except public domain information.

**"Trade secrets"** – Information associated with the provision of services, whether received during the provision of services or thereafter, including, without being limited to the following, information submitted by the State of Israel and / or any other party and / or on its behalf.

1. While understanding that during the provision of services under this contract, the manufacturer and its employees can be exposed to trade secrets of the Government of Israel, I hereby declare the following:
2. All information and / or trade secrets that the manufacturer or any of its employees will be exposed to during and /or due to the provision services in this tender will be kept it strict confidence, and will be used for rendering said services only. Without being limited to the following, this includes the publishing, transmitting, informing, giving or bringing to the attention of any person said information and / or trade secrets, except for information that is public domain or information that must be kept or handed over under law.

#### G. Saving data

- i. Data will be stored in sites located within Israel or in states approved for the storage of information by the Security Branch in its guidelines as detailed in appendix E5 ("5ה") (updated to the date of the publication of this tender).
- ii. Data related to applications and services in this tender will remain only in the aforementioned states, and will not be transferred to any other state. This also includes transfer for the purpose of backup or in cases of technical malfunction in one of the sites.
- iii. The manufacturer will operate a minimum of two (2) sites, located at least 60 km away from one another. The two sites will operate in mutual back-up, and each site can provide for the full services required in this tender by itself.
- iv. The manufacturer guarantees that the Ministry of Finance will be able to control the access to its data stored in its sites.
- v. The manufacturer guarantees it will erase all data relating to this tender at the end of the contract signed under this tender, or at the request of the Ministry of Finance, without any ability to restore said data.

#### H. Backup

- i. Data belonging to the Ministry of Finance will be backed up periodically a minimum of once a day.
- ii. Backup for the data will be available for ~~restoration for~~ every day in a 30 ~~days'~~days' period prior ~~to~~the the backup date.

- iii. The Ministry of Finance will be able to replicate its data to its facility.
- iv. The manufacturer guarantees it will erase all data relating to this tender at the end of the contract signed under this tender, or at the request of the Ministry of Finance, without any ability to restore said data.

I. Information Security

i. The manufacturer services at stake are as of the effective date ISO27001 certified and manufacturer will maintain a ISO27001 certification for these services or successor programme certification.

ii. The CRM infrastructure meets the requirements of the following PCI-DSS security standards: ISO-27001, PCI-DSS, , FedRAMP standards.

J. Manufacturer's obligations towards the contractor according their contract as follows:

*(In this part the manufacturer should provide any other obligations it has towards the contractor, according to their contract. These obligations will be taken into consideration in determining the contractor's quality grade).*

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_ *(lawyer's name)* hereby certify that according to the corporation \_\_\_\_\_ *(company's name)*, ID number \_\_\_\_\_ documents and decisions, the following representative is authorized to sign this affidavit on behalf of the manufacturer.

Details of authorized signatory

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<u>Mr./Ms.</u>	<u>ID number</u>	<u>Signature</u>

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<u>Date</u>	<u>Name of lawyer</u>	<u>License number</u>	<u>Signature</u>