



Crown
Commercial
Service

Attachment 2d – Certificate of Performance

RM6111 Cloud Compute

Name of Supplier..... ("Supplier")
 Contract Title..... ("Contract")
 Name of Customer..... ("Customer")
 Goods provided under the Contract..... ("Goods")

Contract

Details of the Contract to which this certificate relates are set out in the table below:

Contract Number:	Customer Contact (name, address, telephone number and e-mail) with whom the Authority can raise further queries if required:	Contract title plus brief description of the Goods and/or Related Services, and the consideration received:	The dates on, or between, which the Goods and/or Related Services were (and/or were to be) provided:
<i>[Details to be completed by Supplier]</i>			

Performance

OPTION A

We hereby certify that, to the best of our knowledge and belief, the Supplier has satisfactorily supplied the Goods and/or Related Services described in the table above in accordance with the Contract.

OR

OPTION B

We are unable to certify that the Supplier has satisfactorily supplied the Goods and/or Related Services described in the table above in accordance with the Contract for the following reasons:

.....

(Please continue on a separate page where there is insufficient space. Please cross refer the documents, clearly labelling any additional pages)

Guidance for Customers

If you are unable to certify that the Supplier has satisfactorily supplied the Goods and/or Related Services in accordance with the Contract, please provide the reason or reasons why performance was not in accordance with the Contract. These may include:

1. delays in supplying the Goods and/or Related Services;
2. failures to supply all the Goods and/or Related Services in accordance with the specification set out in the Contract;
3. failures to meet any service levels and/or supply the Goods and/or Related Services in accordance with quality standards;
4. any other failure by the Supplier to comply with its obligations under the Contract.

You may wish to take legal advice in relation to completing this certificate.

Liability of any customer certifying

Whilst the Customer believes the information in this certificate to be truthful and accurate, the Customer does not assume any responsibility and does not assume any liability and so cannot give any guarantee or make any representation or warranty as to the contents of this certificate. The Customer shall therefore not be liable for and hereby excludes liability for any loss, damage (including any special, exemplary, indirect, incidental, consequential damages, costs or associated legal fees) that may be suffered as a result of use of the certificate and its content, to the fullest extent permitted by law.

Nothing in this certificate shall affect, or constitute a waiver of, the Customer's rights or remedies in relation to the Contract.

Signed

*To be signed by the person with sufficient knowledge of and responsibility for the Contract in question within the Customer organisation

OR

*In the event of self-certification this certificate of performance is signed by the Supplier for and on behalf of the [insert Customer name]

[Delete as appropriate]*

Name

Date.....