

**CONTRACT REFERENCE NUMBER: 17/01/54**

**SERVICES CONTRACT**

**-between-**

**(1) THE REGISTRAR GENERAL OF BIRTHS, DEATHS AND MARRIAGES FOR SCOTLAND  
(THE "AUTHORITY")**



**-and-**

**(2) CACI LIMITED (THE "SERVICE PROVIDER")**

**CACI**

**-relating to the supply of-**

**SERVICES FOR**

**THE PROVISION OF AN ONLINE COLLECTION INSTRUMENT FOR SCOTLAND'S CENSUS 2021**



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**SCHEDULE 14**

**ESCROW TERMS**

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**This and the one (1) following page comprise Schedule 14 referred to in the foregoing Services Contract between the Registrar General of Births Deaths and Marriages for Scotland and CACI Limited**

**Escrow Terms**

1. The Service Provider shall place the Source Code of the Service Provider's Software in escrow with a reputable agent on the agent's standard terms for a single licensee. Such escrow agreement shall be entered into prior to the Operational Service Commencement Date.

2. The Service Provider shall place the Source Code of the Service Provider's Software in escrow with the said escrow agent as follows:

2.1 at the Operational Service Commencement Date;

2.2 at the implementation of each major release of the Service Provider's Software, or

2.3 as a minimum, once per annum during each subsequent year of the Contract; and

3. In addition to standard verification tests carried out by the escrow agent following each lodgement in accordance with the terms of the escrow agreement with the said escrow agent, the Authority may request a Full Verification Service (as such term is commonly used by the said escrow agent) and the Service Provider shall assist the said escrow agent to carry out such test. The Full Verification Service shall be arranged on a date mutually acceptable to all parties and the resource utilised by the Service Provider will be chargeable on a time basis at the Service Provider's chargeable rate in force at the time. The Authority shall not request a Full Verification Service more than once every 2 years.

5. The Authority shall pay all charges in respect of the escrow agreement entered into pursuant to paragraph 1 this Schedule and all costs incurred by the Service Provider pursuant to paragraphs 2 of this Schedule, with the exception of resource utilised for standard annual / major release software lodgements.

6. The Authority retains the option of placing the Source Code of the Service Provider's Software in directly in escrow with the said escrow agent if the opinion of the Authority this option is more cost effective, subject to the terms of paragraph 1 to the Schedule.

Signature .....

Signature .....