

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")



-relating to the supply of-

SERVICES

FOR

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



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PREAMBLE:

- ONE The Authority requires the provision of services;
- TWO On 30 March 2017 the Authority's contract notice relating to the Services was published in the Official Journal of the European Union with reference number 2017/S 065-122442;
- THREE On 28 April 2017 the Service Provider completed its ESPD and submitted it to the Authority on 2 May 2017;
- FOUR On 18 July 2017 the Authority issued its ITT to potential service providers (including the Service Provider) in respect of the provision of services;
- FIVE On 28 August 2017 the Service Provider submitted its Tender;
- SIX On the basis of the Tender, the Authority has selected the Service Provider to supply the Services under this Contract;
- SEVEN This Contract establishes standard terms of supply for the provision of services;
- EIGHT This Contract also includes:
- a Specification setting out the Services that the Service Provider has undertaken to provide, including Service Levels setting out particular levels of service that the Service Provider has undertaken to meet;
 - a Pricing Schedule setting out details of the pricing of the Services, including provision for Service Credits;
 - details of Key Individuals involved in the provision of the Services;
 - details of approved Sub-contractors as at Contract award;
 - details of the Service Provider's information which is deemed to be Service Provider Sensitive Information; and
 - Management Arrangements for the strategic management of the relationship between the Parties.

SUBSTANTIVE PROVISIONS:

SECTION A: INTRODUCTORY PROVISIONS

1. Definitions and Interpretation

- 1.1. In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Defined Terms*).
- 1.2. The interpretation and construction of this Contract is subject to the following provisions:
 - 1.2.1. words importing the singular meaning include, where the context so admits, the plural and vice versa;
 - 1.2.2. words importing the masculine include the feminine and neuter;
 - 1.2.3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - 1.2.4. references to any statute, enactment, order, regulation or other similar instrument are construed as a reference to the instrument as amended by any subsequent instrument or re-enacted;
 - 1.2.5. references to any person include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
 - 1.2.6. reference to "expiry or termination" of this Contract includes the making of a Judicial Order;
 - 1.2.7. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
 - 1.2.8. headings are included in this Contract for ease of reference only and do not affect the interpretation or construction of this Contract.
- 1.3. The Schedules and its Annexes form part of this Contract.

2. Conflict

- 2.1. If there is any conflict between the clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
 - 2.1.1. the clauses and Schedule 1 (*Definitions*);
 - 2.1.2. Schedule 2 (*The Services (Specification & Service Provider's Solution)*) Section 1 & Section 2 and Schedule 5 (*Service Levels and Performance Monitoring*) and their Annexes;
 - 2.1.3. any other Schedules and their Annexes (other than Schedule 2 (*The Services (Specification & Service Provider Solution)*) Section 3 and its Annexes); and
 - 2.1.4. Schedule 2 (*The Services (Specification & Service Provider Solution)*) Section 3 and its Annexes (if any).

3. Not used

4. Nature of this Contract

- 4.1. This Contract is a public services contract within the meaning of regulation 2(1) of the Public Contracts (Scotland) Regulations 2015.

- 4.2. The Service Provider acknowledges that it is not the exclusive service provider of the Services to the Authority and as such no guarantee of work or volume of work has been granted by the Authority.

5. Period

- 5.1. The period of this Contract is from and including the Commencement Date and, unless it is terminated earlier or extended under clause 5.2, this Contract shall expire at the end of the Initial Term.

- 5.2. Following the expiry of the Initial Term, the Authority may extend the period of this Contract for additional extension periods (the "**Extension Periods**" with each extension period being an "**Extension Period**"), provided that:

5.2.1.any Extension Period shall be not be for less than six (6) months in duration;

5.2.2.the total duration of the Extension Periods shall not exceed a period of one (1) year from the expiry of the Initial Term;

5.2.3.if extending this Contract upon the expiry of the Initial Term, the Authority shall provide at least sixty (60) Working Days' notice prior to the expiry of the Initial Term; and

5.2.4.if extending this Contract upon the expiry of any Extension Period, the Authority shall provide at least sixty (60) Working Days' notice prior to the expiry of the relevant Extension Period.

6. Specification, Service Levels, and Service Credits

- 6.1 The Service Provider must comply with the Specification in Schedule 2 (*The Services (Specification and Service Provider Solution)*) Sections 1 and 2. The Service Provider shall supply the Services to the Authority in a manner which meets or exceeds the Service Levels and in accordance with the Service Provider Solution in Schedule 2 (*The Services (Specification and Service Provider Solution)*) Section 3. If this Contract specifies that Service Credits are to be awarded for poor performance, such Service Credits shall be payable in accordance with the terms of this Contract.

- 6.2 The Parties shall comply with the provisions of Schedule 5 (*Service Levels and Performance Monitoring*).

7. Pricing Schedule

- 7.1. The Schedule 3 (*Pricing and Financial*) sets out details of the pricing of the Services including provision for Service Credits.

- 7.2. The Service Provider may not unilaterally increase the prices in Schedule 3 (Pricing and Financial). But nothing in this Contract prevents the Service Provider from decreasing the prices in the Pricing Schedule.

- 7.3. Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under this Contract.

8. Management Arrangements

- 8.1. The Service Provider must maintain the capacity to supply the Services throughout the Term.

- 8.2. The Parties must comply with their obligations in Schedule 4 (*Management Arrangements, Implementation Plan, Key Individuals, Approved Subcontractors and Authority Responsibilities*).

SECTION B: MISCELLANEOUS PROVISIONS INCLUDING THOSE RELATING TO PRICE, PAYMENT AND INFORMATION

9. Service Provider's Status

At all times during the Term the Service Provider is an independent service provider and nothing in this Contract establishes a contract of employment, a relationship of agency or partnership or a joint venture between the Parties or between the Authority and any Service Provider Representative. Accordingly, neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Contract.

10. Notices

10.1. Any notice or other communication which is to be given by a Party to the other under this Contract must be:

10.1.1. given in writing;

10.1.2. addressed in accordance with clause 10.3; and

10.1.3. sent by letter (delivered by hand, first class post or by recorded delivery or special delivery), or e-mail.

10.2. Provided the relevant communication is not returned or rejected as undelivered, the notice or communication is deemed to have been given:

10.2.1. on the Working Day that the letter is delivered by hand;

10.2.2. 2 Working Days after the day on which the letter was posted; or

10.2.3. 4 Working Hours after the communication was sent, in the case of email.

10.3. For the purposes of this clause, the address of each Party is:

10.3.1. For the Authority:

For the attention of: [REDACTED]
Ladywell House, Ladywell Road, Edinburgh, EH12 7TF
Tel: 0131 3144 [REDACTED]
E-mail: [REDACTED]

10.3.2. For the Service Provider:

For the attention of: [REDACTED]
CACI House, Kensington Village, Avonmore Road, London, W14 8TS
Tel: [REDACTED]

E-mail: iuppal@caci.co.uk

10.4. Either Party may change its address details by serving a notice in accordance with this clause.

10.5. Notices under clause 67 (*Termination on Insolvency or Change of Control*) may be sent to the Service Provider's trustee, receiver, liquidator or administrator, as appropriate.

11. Price

11.1. In consideration of the Service Provider's performance of its obligations, the Authority must pay:

11.1.1. the price due in accordance with the Schedule 3 (*Pricing & Financial*); and

11.1.2. a sum equal to the value added tax chargeable at the prevailing rate.

11.2. The Service Provider must automatically credit the Authority with Service Credits in accordance with the Schedule 3 (*Pricing & Financial*);.

- 11.3. The Service Provider may not suspend the provision of Services if it considers that the Authority has failed to pay the price due.

12. Payment and Invoicing

- 12.1. The Authority must pay all sums due to the Service Provider within 30 days of receipt of a valid invoice.
- 12.2. The Service Provider must render invoices monthly.
- 12.3. The Service Provider must ensure that each invoice contains appropriate contract references, details of any Service Credits applied and a detailed breakdown of the Services provided. The Service Provider must supply such other documentation reasonably required by the Authority to substantiate any invoice.
- 12.4. Where any Service Credits have been credited to the Authority they must be applied against the next invoice rendered by the Service Provider. Where no invoice is due or likely to be rendered for a period exceeding 2 months, the Service Provider must promptly issue a credit note and pay the credited sum to the Authority within 30 days of issue.
- 12.5. Interest is payable on the late payment of any undisputed sums of money in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In the case of sums due by the Authority, the sums referred to in this clause must be properly invoiced by the Service Provider.
- 12.6. The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. Value added tax, where applicable, must be shown separately on all invoices as a strictly net extra charge.
- 12.7. The Service Provider shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under this Contract. Any amounts due under this clause 12.7 shall be paid in cleared funds by the Service Provider to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority.

13. Recovery of Sums Due

- 13.1. Wherever under this Contract any sum of money is recoverable from or payable by the Service Provider to the Authority, the Authority may deduct that sum from any sum due to the Service Provider whether under this Contract or otherwise.
- 13.2. The Service Provider must make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Service Provider.

14. Data Protection

- 14.1. The Service Provider acknowledges that Personal Data described in the scope of Schedule 9 (*Data Protection*) will be Processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Service Provider acts as the Data Processor and the Authority acts as the Data Controller.
- 14.2. Both Parties agree to negotiate in good faith any such amendments to this Contract that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this Clause (14) are without prejudice to any obligations and duties imposed directly on the Service Provider under Data Protection Laws and the Service Provider hereby agrees to comply with those obligations and duties.

- 14.3 The Service Provider will, in conjunction with the Authority and in its own right and in respect of the Services, make all necessary preparations to ensure it will be compliant with Data Protection Laws.
- 14.4 The Service Provider will provide the Authority with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.
- 14.5 The Service Provider must:
- 14.5.1 agree and comply with the terms of the data processing provisions set out in Schedule 9 (*Data Protection*);
- 14.5.2 process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Authority (which may be specific or of a general nature), including with regard to transfers of Personal Data outside the European Economic Area unless required to do so by European Union or Member state law or Regulatory Body to which the Service Provider is subject; in which case the Service Provider must inform the Authority of that legal requirement before processing unless prohibited by that law the Personal Data only to the extent, and in such manner as is necessary for the performance of the Service Provider's obligations under this Contract or as is required by the Law;
- 14.5.3 subject to Clause 14.5.2 only process or otherwise transfer any Personal Data in or to any country outside the European Economic Area with the Authority's prior written consent;
- 14.5.4 take all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel who have access to the Personal Data and ensure that the Service Provider Personnel:
- (a) are aware of and comply with the Service Provider's duties under this Clause;
 - (b) are subject to appropriate confidentiality undertakings with the Service Provider or the relevant Sub-contractor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.5.5 implement appropriate technical and organisational measures including those set out in Schedule 9 (*Data Protection*) and in accordance with Article 32 of the GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- 14.6 The Service Provider shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Authority. In the case of general written authorisation, the Service Provider must inform the Authority of any intended changes concerning the addition or replacement of any other sub-contractor and give the Authority an opportunity to object to such changes.
- 14.7 If the Service Provider engages a sub-contractor for carrying out Processing activities on behalf of the Authority, the Service Provider must ensure that same data protection obligations as set out in this Contract are imposed on the sub-contractor by way of a written and legally binding contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Service Provider shall remain fully liable to the Authority for the performance of the sub-contractor's performance of the obligations.
- 14.8 The Service Provider must provide to the Authority reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23,

including any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of the Data as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Data Controller from time to time.

- 14.9 Taking into account the nature of the Processing and the information available, the Service Provider must assist the Authority in complying with the Authority's obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the GDPR. These obligations include:
- (a) ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
 - (b) notifying a Personal Data breach to the Authority without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;
 - (c) assisting the Authority with communication of a personal data breach to a Data Subject;
 - (d) supporting the Authority with preparation of a data protection impact assessment;
 - (e) supporting the Purchaser with regard to prior consultation of the Supervisory Authority.
- 14.10 At the end of the provision of Services relating to processing the Service Provider the Service Provider must, on written instruction of the Authority, delete or return to the Authority all Personal Data and delete existing copies unless EU or Member State law requires storage of the Personal Data.
- 14.11 The Service Provider must:
- (a) provide such information as is necessary to enable the Authority to satisfy itself of the Service Provider's compliance with this Clause 14;
 - (b) allow the Authority, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this Clause 14 and contribute as is reasonable to those audits and inspections;
 - (c) inform the Authority if in its opinion an instruction from the Authority infringes any obligation under Data Protection Laws.
- 14.12 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under Clause 14.14 with minimum disruption to the Service Provider's day to day business.
- 14.13 The Service Provider must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Authority containing the information set out in Article 30(2) of the GDPR.
- 14.14 If requested, the Service Provider must make such records referred to clause 14.13 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.
- 14.15 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Authority publishes an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The

Service Provider should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of payment) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.'

15. Freedom of Information

- 15.1. The Service Provider acknowledges that the Authority are subject to the requirements of FOISA and the Environmental Information Regulations and undertakes to assist and cooperate with the Authority to enable the Authority to comply with FOISA and the Environmental Information Regulations.
- 15.2. If the Service Provider receives a Request for Information the Service Provider must promptly respond to the applicant. Where the Request for Information appears to be directed to information held by the Authority, the Service Provider must promptly inform the applicant in writing that the Request for Information can be directed to the Authority.
- 15.3. Where the Authority receives a Request for Information concerning this Contract (including the Service Provider Sensitive Information), the Authority is responsible for determining at its absolute discretion whether information requested is to be disclosed to the applicant or whether the information requested is exempt from disclosure in accordance with FOISA or the Environmental Information Regulations.
- 15.4. The Service Provider acknowledges that the Authority may, acting in accordance with the Code of Practice on the Discharge of Functions of Public Authorities issued under section 60 of FOISA and regulation 18 of the Environmental Information Regulations (as may be issued and revised from time to time), be obliged under FOISA or the Environmental Information Regulations to disclose information requested concerning the Service Provider or this Contract (including the Service Provider Sensitive Information):
 - 15.4.1. in certain circumstances without consulting the Service Provider, or
 - 15.4.2. following consultation with the Service Provider and having taken its views into account.
- 15.5. Where clause 15.4.1 applies the Authority must take reasonable steps, where practicable, to give the Service Provider advance notice of the fact of disclosure or, failing that, draw the fact of disclosure to the attention of the Service Provider after such disclosure.
- 15.6. Where a Request for Information concerns Service Provider Sensitive Information specified in Schedule 7 (*Service Provider Sensitive Information*) (having regard to the justifications and durations set out there), the Authority must take reasonable steps, where practicable, to consult with the Service Provider before disclosing it pursuant to a Request for Information but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Service Provider Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOISA and/or the Environmental Information Regulations.

16. Confidential Information

- 16.1. Subject to clauses 15 (*Freedom of Information*), 17 (*Authority Protected Information*) and 18 (*Service Provider Sensitive Information*):
 - 16.1.1. a party ("**Receiving Party**") shall keep in strict confidence all Confidential Information that has been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors (and in the case of the Service Provider, the Service Provider Representatives), which the Receiving Party may obtain through the performance of this Contract; and
 - 16.1.2. the Receiving Party shall only be able to disclose such Confidential Information:

- 16.1.2.1. to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under this Contract, provided that the Disclosing Party has required that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Contract;
- 16.1.2.2. in accordance with the provisions of clause 17.3 (*Authority Protected Information*) provided that: (i) in clause 17.3.2 the reference to "Service Provider" shall read "Receiving Party" and "Authority" shall read "Disclosing Party"; and (ii) in clause 17.3.5 the reference to "Authority Protected Information" shall read as "Confidential Information"; and
- 16.1.2.3. in the case of the Authority, where disclosure is in accordance with the provisions of clauses 18.3.1 to 18.3.8 (*Service Provider Sensitive Information*).

16.2 Except as specified in Clause 16.3, upon the Authority's request, and in any event on termination of the whole or part of this Agreement or expiry of this Agreement the Service Provider shall promptly return:

- 16.2.1 any Authority Protected Information which it received while providing the relevant Services;
- 16.2.2 all physical and written records containing the Authority Protected Information related to the relevant Services; and
- 16.2.3 all documentation relating to any other Confidential Information of the Authority,

to the Authority or, if requested by the Authority, destroy or delete the same in a manner specified by the Authority and promptly certify to the Authority that it has completed such destruction or deletion.

16.3 Clause 16.2 shall not apply to any copies of Confidential Information which the Service Provider is required to keep by Law.

16.4 The obligations with respect to Confidential Information disclosed under this Agreement shall survive either expiry or termination of this Agreement and will continue for as long as the information remains confidential.

16.5 Each Party agrees that damages would not be an adequate remedy for any breach of this Clause 16. Without prejudice to section 8(2) and (3) of the Census Act 1920, each Party shall be entitled to remedies of interdict, specific performance and any other appropriate remedy for any threatened or actual breach of this Clause 16.

17. Authority Protected Information

17.1. The Service Provider must:

- 17.1.1. treat all Authority Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Authority Protected Information against disclosure;
- 17.1.2. only use the Authority Protected Information for the purposes of performing its obligations under this Contract;
- 17.1.3. only disclose the Authority Protected Information to such Service Provider Representatives that are directly involved in the performance of this Contract and need to know the information;
- 17.1.4. not disclose any Authority Protected Information without the prior written consent of the Authority;

- 17.1.5. implement security practices against any unauthorised copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access and damage or destruction of Authority Protected Information including the implementation of and compliance with those security requirements relating to the Authority Protected Information as set out in the Security Documentation or as otherwise Notified by the Authority from time to time;
 - 17.1.6. ensure that all copies of Confidential Information which contain Protectively Marked Information shall be clearly marked in accordance with the security marking classification.
 - 17.1.7. ensure that the Authority Protected Information can be separately identified from the Service Provider's own information for the purposes of Audit, and the Service Provider's obligations to return and destroy such information on termination or expiry of this Agreement in accordance with Clause 66 (Termination Rights).
- 17.2. The Service Provider must immediately notify the Authority of any actual or suspected breach of security concerning the Authority Protected Information. The Service Provider must fully cooperate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any such actual or suspected breach of security.
- 17.3. Clause 17.1 does not apply to the extent that:
- 17.3.1. disclosure is required by Law or by order of any competent court or tribunal;
 - 17.3.2. information is in the possession of the Service Provider without restriction as to its disclosure prior to its disclosure by the Authority;
 - 17.3.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 17.3.4. information is already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 17.3.5. information is independently developed without access to the Authority Protected Information.
- 17.4. Breach of this clause or the Official Secrets Acts 1911 to 1989 by the Service Provider is a material breach for the purposes of clause 66.1.3 (*Termination Rights*).

18. Service Provider Sensitive Information

- 18.1. The Authority must:
- 18.1.1. treat all Service Provider Sensitive Information as confidential and safeguard it accordingly; and
 - 18.1.2. not disclose any Service Provider Sensitive Information to any other person without the prior written consent of the Service Provider.
- 18.2. Clause 18.1 does not apply to the extent that:
- 18.2.1. disclosure is required by Law or by order of any competent court or tribunal;
 - 18.2.2. information is in the possession of the Authority without restriction as to its disclosure prior to its disclosure by the Service Provider;
 - 18.2.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;

- 18.2.4. information is already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 18.2.5. information is independently developed without access to the Service Provider Sensitive Information.
- 18.3. Nothing in this Contract prevents the Authority from disclosing any Service Provider Sensitive Information or any other information concerning the Service Provider or the Contract:
- 18.3.1. pursuant to a Request for Information concerning the information (see clause 15 (*Freedom of Information*));
- 18.3.2. in accordance with the Authority's publication scheme (within the meaning of section 23 of FOISA) as reviewed from time to time;
- 18.3.3. in accordance with the requirements of Part 3 of the Public Services Reform (Scotland) Act 2010;
- 18.3.4. in accordance with any future policies of the Authority concerning the routine disclosure of government information in the interests of transparency;
- 18.3.5. to any consultant, service provider or other person engaged by the Authority, for example to conduct a gateway review;
- 18.3.6. in response to a Parliamentary Question from a Member of the Scottish Parliament, a member of the United Kingdom Parliament, or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents, and when disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both Parties that the Authority shall if the Authority sees fit disclose such information but is unable to impose any restrictions upon the information that the Authority provides to Members of the Scottish Parliament or Members of the United Kingdom Parliament;
- 18.3.7. in response to any inquiry of the European Commission concerning this Contract; or
- 18.3.8. for the purpose of any examination by any auditors of the Authority (including Audit Scotland, the Auditor General for Scotland and the Scottish Parliament) of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 18.4. The Service Provider consents to the publication of this Contract by the Authority, subject to such redactions as the Authority may decide to make. The Authority may consult with the Service Provider to inform its decisions concerning redaction (for example to exclude any Service Provider Sensitive Information) but any decisions taken by the Authority are final and conclusive.

19. Audit and Financial Reports

- 19.1. The Service Provider must retain and maintain until 5 years after the end of the Term full and accurate records of this Contract including the Services provided and payments made and reimbursed under it.
- 19.2. The Service Provider must on request, and without any charge to the Authority, afford the Authority, or the Authority's representatives, such access to those records as may reasonably be requested by the Authority in connection with this Contract.
- 19.3. The Service Provider shall comply with the provisions of Section D of Schedule 3 (*Pricing and Financial*) in relation to the maintenance of Open Book Data.
- 19.4. The Parties shall comply with the provisions of Section E of Schedule 3 (*Pricing and Financial Reports*) in relation to the provision of the Financial Reports.

20. Publicity

The Service Provider must not make any press announcement or otherwise publicise this Contract in any way, except with the written consent of the Authority.

SECTION C: PROVISION OF SERVICES

21. Provision of the Services

21.1. The Service Provider shall provide:

21.1.1. the Implementation Services from (and including) the Implementation Services Commencement Date; and

21.1.2. the Operational Services in each case from (and including) the relevant Operational Service Commencement Date.

21.2. The Service Provider shall ensure that the Services:

21.2.1. comply in all respects with the Specification; and

21.2.2. are supplied in accordance with the Service Provider Solution and the provisions of this Contract; and

21.2.3. where:

21.2.3.1. the Operational Services to be provided from any Operational Service Commencement Date are similar to services that the Authority was receiving immediately prior to that Operational Service Commencement Date (such similar services being "**Preceding Services**"); and

21.2.3.2. the standard and level of service received by the Authority in respect of any of the Preceding Services in the 12 month period immediately prior to that Operational Service Commencement Date have been disclosed to the Service Provider in the Due Diligence Information (such preceding services being "**Relevant Preceding Services**"),

the Operational Services to be provided from the relevant Operational Service Commencement Date that are similar to the Relevant Preceding Services are in each case provided to a standard and level of service which is at least as good as the standard and level of service received by the Authority in respect of the Relevant Preceding Services in the 12 month period immediately prior to the relevant Operational Service Commencement Date.

21.3. The Service Provider must provide the Services:

21.3.1. in accordance with all applicable Law;

21.3.2. in accordance with Good Industry Practice;

21.3.3. in accordance with the Specification, and the Service Levels;

21.3.4. to the satisfaction of the Authority acting reasonably; and

21.3.5. in accordance with the Service Provider's own established procedures and practices to the extent the same do not conflict with the requirements of clauses 21.3.1 to 21.3.4.

21.4. The Service Provider must deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.

- 21.5. The Service Provider acknowledges that the Authority relies on the skill, care, diligence and judgment of the Service Provider in the supply of the Services and the performance of its obligations under this Contract.

22. Service Provider Obligations

22.1 The Service Provider shall:

22.1.1. at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Contract;

22.1.2. obtain, and maintain throughout the Term, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;

22.1.3. ensure that:

22.1.3.1. the release of any new Software or upgrade to any Software complies with the interface requirements in the Specification and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Authority as soon as reasonably practical before the release of any new Software or upgrade;

22.1.3.2. all Software including upgrades, updates and new releases used by or on behalf of the Service Provider are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

22.1.3.3. it shall minimise any disruption to the Services, Authority's System, the Service Provider's System and the Service Provider Solution, and/or the Authority's operations when carrying out its obligations under this Contract;

22.1.3.4. ensure that any documentation and training provided by the Service Provider to the Authority are comprehensive, accurate and prepared in accordance with Good Industry Practice;

22.1.3.5. co-operate with the Related Service Providers and provide reasonable information, advice and assistance in connection with the Services to any Related Service Providers to enable such Related Service Providers to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Authority and/or to any Replacement Service Provider;

22.1.3.6. to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Service Provider;

22.1.3.7. unless it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Service Provider any such warranties and/or indemnities as are referred to in clause 22.1.3.6;

22.1.3.8. it provides the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services; and

22.1.3.9. gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Service Provider's compliance with its obligations under this Contract.

22.2. An obligation on the Service Provider to do, or to refrain from doing, any act or thing shall include an obligation upon the Service Provider to procure that all Service Provider Representatives also do, or refrain from doing, such act or thing.

23. Census Confidentiality Provision

23.1 The Parties agree they will protect, and be seen to protect, confidential personal Census Data with the aim of maintaining public confidence towards the Census;

23.2 The Parties shall comply with the provisions of Schedule 8 (*Census Confidentiality Declaration*) (which may be issued and revised by the Authority from time to time) in relation to this Contract and the protection of Census Data.

24. Deliverables and Milestones

24.1. The Service Provider must provide the Services, including any Deliverables:

24.1.1. at the date(s), time(s) and location(s) required by the Authority; and

24.1.2. in good time to meet any Milestones required by the Authority,

all in accordance with the terms of this Contract.

24.2. The Parties shall comply with the provisions of Schedule 6 (*Testing & Business Continuity and Disaster Recovery*) in relation to this Contract and the testing of Deliverables.

24.3. Risk and ownership in any Deliverables that are corporeal moveables and in any physical media in which any Deliverables are delivered vests in the Authority upon acceptance in accordance with the terms of Schedule 6 (*Testing Procedures & Business Continuity and Disaster Recovery*).

24.4. Without prejudice to clause 28 (*Authority Cause*), whether any defect or delay in relation to Deliverables is due to the Authority or not, the Service Provider shall deploy all additional resources to address the consequences of the default or delay. Where such default or delay is solely due to the Authority, any additional costs in respect of the said additional resources shall be agreed between the Parties both acting reasonably and where applicable in accordance with any daily rates set out in the Pricing detailed in Schedule 3 (*Pricing and Financial*).

25. Standards

The Service Provider shall comply with the standards outlined in the Specification and the Service Provider's Solution in performing its obligations under this Contract. The Service Provider shall discuss with the Authority any conflict that the Service Provider reasonably believes that there is or will be between any such standards and any other obligation under this Contract, and shall comply with the Authority's decision on the resolution of that conflict.

26. Implementation

Implementation Plan and Delays

26.1. The Parties shall comply with the provisions of Schedule 4 (*Management Arrangements, Implementation Plan, Key Individuals, Approved Subcontractors and Authority Responsibilities*) in relation to this Contract and maintenance of the Detailed Implementation Plan.

26.2. The Service Provider shall:

26.2.1. comply with the Implementation Plan; and

26.2.2. ensure that each Milestone is Achieved on or before its Milestone Date.

Rectification Plan

26.3. If the Service Provider becomes aware that there is, or there is reasonably likely to be a Delay, the following process shall apply:

26.3.1. as soon as practicable the Service Provider shall notify the Authority of the Delay but in any event within 3 Working Days of becoming aware of the Delay, detailing the actual or anticipated effect of the Delay;

26.3.2. the Service Provider shall submit a draft rectification plan outlining how the Service Provider shall rectify the Delay which as a minimum shall include: (a) full details of the Delay that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Delay; and (c) the steps which the Service Provider proposes to take to rectify the Delay (if applicable) and to prevent such Delay from recurring, including timescales for such steps and for the rectification of the Delay (where applicable) (the "**Rectification Plan**") to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to clause 26.3.1;

26.3.3. the Service Provider shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Service Provider's root cause analysis;

26.3.4. if the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with this dispute resolution process set out in clause 63 (*Dispute Resolution*);

26.3.5. the Authority may reject the draft Rectification Plan by notice to the Service Provider if, acting reasonably, it considers that the draft Rectification Plan is inadequate;

26.3.6. the Authority shall notify the Service Provider whether it consents to the draft Rectification Plan as soon as reasonably practicable;

26.3.7. if the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Service Provider shall take the reasons into account in the preparation of a revised Rectification Plan;

26.3.8. the Service Provider shall submit the revised draft of the Rectification Plan to the Authority for review within 5 Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft;

26.3.9. if the Authority consents to the Rectification Plan the Service Provider shall immediately start work on the actions set out in the Rectification Plan; and

26.3.10. at all times when complying with its obligations under this clause 26.3, the Service Provider shall use all reasonable endeavours to eliminate or mitigate the consequences of any Delay.

26.4. For the avoidance of doubt, clause 26.3 is without prejudice to any of the Authority's other rights and/or remedies under this Contract (including: (i) the right for the Authority to claim liquidated damages as set out in Schedule 3 (*Pricing and Financial*) Section C; and (ii) the Authority's termination rights as set out in clause 66 (*Termination Rights*)).

Testing and Achievement of Milestones

26.5 The Parties shall comply with the provisions of Schedule 6 (*Testing Procedures & Business Continuity and Disaster Recovery*) in relation to the procedures to determine whether a Milestone or Test has been Achieved.

27. Services Improvement

- 27.1 The Service Provider shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services in accordance with this clause, and as outlined elsewhere in this Contract.
- 27.2 The Service Provider shall ensure that the information that it provides to the Authority in accordance with clause 27.1 shall be sufficient for the Authority to decide whether any improvement should be implemented. The Service Provider shall provide any further information that the Authority requests.
- 27.3 If the Authority wishes to incorporate any improvement identified by the Service Provider the Authority shall send the Service Provider a Change Request in accordance with the Change Control Procedure.

28. Authority Cause

- 28.1. If the Service Provider has failed to:

28.1.1. Achieve a Milestone by its Milestone Date;

28.1.2. provide the Operational Services in accordance with the Service Levels; and/or

28.1.3. comply with its obligations under this Contract,

(each a "**Service Provider Non-Performance**"),

and can demonstrate that such failure would not have occurred but for a Authority Cause then, (subject to the Service Provider fulfilling its obligations in this clause 28):

- (i) the Service Provider shall not be treated as being in breach of this Contract to the extent the Service Provider can demonstrate that the Service Provider Non-Performance was caused by the Authority Cause;
- (ii) the Authority shall not be entitled to exercise any rights that may arise as a result of that Service Provider Non-Performance:
- (iii) where the Service Provider Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (A) the Milestone Date shall be postponed by a period equal to the period of Delay that the Service Provider can demonstrate was caused by the Authority Cause;
 - (B) if the Authority, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Authority Cause; and
 - (C) the Service Provider shall be entitled to claim compensation subject to and in accordance with the principles set out in Schedule 3 (*Pricing and Financial*) Section C paragraph 2; and/or
- (iv) where the Service Provider Non-Performance constitutes a failure to meet an applicable Service Level :
 - (A) the Service Provider shall not be liable to accrue Service Credits; and
 - (B) the Service Provider shall be entitled to invoice for Operational Service Charges affected by the Authority Cause,

in each case, to the extent that the Service Provider can demonstrate that the Service Provider Non-Performance was caused by the Authority Cause.

28.2. In order to claim any of the rights and/or relief referred to in clause 28.1, the Service Provider shall as soon as reasonably practicable (and in any event within 10 Working Days) after becoming aware that a Authority Cause has caused, or is reasonably likely to cause a Service Provider Non-Performance give the Authority notice (a "**Relief Notice**") setting out details of:

28.2.1. the applicable Milestone that is impacted;

28.2.2. the Authority Cause and its effect, or likely effect, on the Authority's ability to meet the applicable Milestone; and

28.2.3. any steps which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause.

28.3. Following the receipt of a Relief Notice, the Authority shall as soon as reasonably practicable consider the nature of the Service Provider Non-Performance and the alleged Authority Cause and whether it agrees with the Service Provider's assessment set out in the Relief Notice as to the effect of the relevant Authority Cause, consulting with the Service Provider where necessary.

28.4. The Service Provider shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Authority Cause.

28.5. If a dispute arises as to:

(a) whether a Service Provider Non-Performance would not have occurred but for a Authority Cause; and/or

(b) the nature and/or extent of the relief and/or compensation claimed by the Service Provider,

the dispute shall be resolved in accordance with clause 63 (*Dispute Resolution*).

28.6. Pending the resolution of the dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Service Provider Non-Performance.

29. Service Provider Default

29.1 Without prejudice to any other right or remedy of the Authority howsoever arising (including under Schedule 5 (*Service Levels and Performance Monitoring*) and subject to the exclusive financial remedy provisions in Clauses 6 (*Specification, Service Levels and Service Credits*), if the Service Provider commits any Default of this Contract then the Authority may (whether or not any part of the Services have been Delivered) do any of the following

29.1.1 at the Authority's option, give the Service Provider the opportunity (at the Service Provider's expense) to remedy the Default together with any damage resulting from such Default (and where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the Authority's instructions;

29.1.2 carry out, at the Service Provider's expense, any work necessary to make the provision of the Services comply with this Contract;

29.1.3 if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):

29.1.3 (i) instruct the Service Provider to comply with the Rectification Plan Process;

29.1.3 (ii) suspend this Contract (whereupon the relevant provisions of Clause 66 (Termination Rights) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services; or
29.1.3 (iii) without terminating or suspending the whole of this Contract, terminate or suspend this Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 66 (Termination Rights) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services;

29.2 Where the Authority exercises any of its step-in rights under Clause 26 (*Rectification Plan*), the Authority shall have the right to charge the Service Provider for and the Service Provider shall on demand pay any costs reasonably incurred by the Authority (including any reasonable administration costs) in respect of the supply of any part of the Services by the Authority or a third party and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

30. Transferred Assets

- 30.1. The Service Provider shall carry out an audit of any Authority materials, software, assets, equipment or other property owned by and/or licenced or leased to the Authority (the "**Authority Assets**") that are to be transferred from the Authority to the Service Provider as part of this Contract and provide the Authority with a report detailing the Authority Assets (the "**Assets Report**").
- 30.2. The Authority will then review the Assets Report and confirm its acceptance or otherwise of the same.
- 30.3. If the Authority notifies the Service Provider of any discrepancies in the Assets Report the Service Provider shall update the Assets Report in accordance with the Authority's comments.
- 30.4. Throughout the Term, the Authority shall ensure that the Assets Report is accurate and kept up to date and shall make the Assets Report available for review by the Authority upon request. The Exit Plan shall outline the arrangements in respect of the Authority Assets at the expiry of the Term.

SECTION D: STAFF INVOLVED IN THE PROVISION OF SERVICES

31. Key Individuals

- 31.1. The Service Provider acknowledges that the Key Individuals are essential to the proper provision of the Services to the Authority.
- 31.2. The Key Individuals must not be released from providing the Services without the approval of the Authority (including when carrying out the Exit Management Services), except by reason of long-term sickness, maternity, paternity, adoption or parental leave, termination of employment or equivalent extenuating circumstances. Where such extenuating circumstances arise or are foreseeable, the Service Provider must immediately give notice of that fact to the Authority.
- 31.3. The Service Provider may propose a replacement to a Key Individual (and must do so when a Key Individual is to be released from providing the Services), in which case:
- 31.3.1. appropriate arrangements must be made to minimise any adverse impact on this Contract which could be caused by the change in Key Individuals (including, wherever possible, a transfer period of sufficient duration to allow for the transfer of know-how and skills); and

31.3.2. the replacement must be of at least equal status and of equivalent qualifications, experience, training and skills to the Key Individual being replaced and must be fully competent to carry out the responsibilities of that person in relation to the Services.

31.4. Any proposed replacement to a Key Individual is subject to the approval of the Authority. Subject to the Service Provider's compliance with this clause, the Authority must not unreasonably withhold such approval.

32. Offers of Employment

32.1. For the Term and for a period of 12 months thereafter the Service Provider must not employ or offer employment to any of the Authority's employees who have been associated with this Contract and/or the contract management of this Contract without the Authority's prior approval.

32.2. This clause does not prevent the Service Provider from employing or offering employment to any person who has applied for employment in response to an advertisement placed in the normal course of business and not placed with the objective of soliciting the Authority's employees.

33. Staff transfer at commencement

33.1. The Parties agree that the Commencement of the provision of the Services by the Service Provider does not involve a Relevant Transfer.

34. Information about Service Provider Employees

34.1. The Authority may by notice require the Service Provider to disclose such information as the Authority may require relating to any person wholly or mainly engaged or employed by the Service Provider or any other party in carrying out activities under or connected with this Contract.

34.2. The Service Provider must disclose by notice all such information as is required by the Authority under clause 34.1, within such reasonable period specified by the Authority. The Service Provider acknowledges that the DPA does not prevent the disclosure of anonymised data that is not Personal Data.

34.3. The Service Provider consents to the disclosure by the Authority of all information provided by the Service Provider under this clause to other service providers that the Authority may invite to tender or appoint for services to be provided in substitution for the Services.

35. Staff transfer on expiry or termination

35.1. The Parties agree that the ceasing of the provision of the Services (whether in whole or in part) by the Service Provider may constitute a Relevant Transfer in respect of the Outgoing Employees.

35.2. The Service Provider agrees that within twenty (20) Working Days of the earliest of:

35.2.1. receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

35.2.2. receipt of the giving of notice of early termination or any partial termination of this Contract;

35.2.3. the date which is twenty four (24) months before the end of the Initial Term; and

35.2.4. receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any six (6) month period),

it shall provide to the Authority in a suitably anonymised format so as to comply with the DPA, the Service Provider's Provisional Personnel List, together with the Staffing Information in relation to the Service Provider's Provisional Personnel List and it shall provide an updated Service Provider's Provisional Personnel List at such intervals as are reasonably requested by the Authority.

35.3. At least twenty (20) Working Days prior to the Relevant Transfer, the Service Provider shall provide to the Authority or at the direction of the Authority to any Replacement Service Provider and/or any Replacement Sub-contractor:

35.3.1. the Service Provider's Final Personnel List; and

35.3.2. the Staffing Information in relation to the Service Provider's Final Personnel List (insofar as such information has not previously been provided).

35.4. The Authority shall be permitted to use and disclose information provided by the Service Provider under this clause 35 for the purpose of informing any prospective Replacement Service Provider and/or Replacement Sub-contractor.

35.5. From the date of the earliest event referred to in clause 35.2 above, the Service Provider agrees that it shall not, and agrees to procure that any Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Service Provider's Provisional Personnel List and shall not without the prior written approval of the Authority (not to be unreasonably withheld or delayed):

35.5.1. replace or re-deploy any person listed on the Service Provider's Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

35.5.2. make, promise, propose or permit any material changes to the terms and conditions of employment of any person on the Service Provider's Provisional Personnel List (including any payments connected with the termination of employment);

35.5.3. increase the proportion of working time spent on the Services (or the relevant part of the Services) by any person on the Service Provider's Provisional Personnel List save for fulfilling assignments and projects previously scheduled and agreed;

35.5.4. introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any persons listed on the Service Provider's Provisional Personnel List;

35.5.5. increase or reduce the total number of persons so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

35.5.6. terminate or give notice to terminate the employment or contracts of any persons on the Service Provider's Provisional Personnel List save by due disciplinary process,

and shall promptly notify, and procure that any Sub-contractor shall promptly notify the Authority or, at the direction of the Authority, any Replacement Service Provider of any notice to terminate the employment given or received by the Service Provider or relevant Sub-contractor from any persons listed on the Service Provider's Provisional Personnel List regardless of when such notice takes effect.

35.6. The Service Provider indemnifies the Authority and any Replacement Service Provider against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and/or any Replacement Service Provider may suffer as a result of or in connection with:

35.6.1. the provision of information pursuant to clauses 34 and/or 35;

- 35.6.2. any claim or demand by any Outgoing Employee (whether in contract, delict, under statute or otherwise) arising directly or indirectly from any act, fault or omission of the Service Provider in respect of any Outgoing Employee on or before the date of the Relevant Transfer;
 - 35.6.3. any failure by the Service Provider to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or any Replacement Service Provider to comply with its obligations under regulation 13 of TUPE; and
 - 35.6.4. any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Outgoing Employees arising from or connected with any failure by the Service Provider to comply with any legal obligation to such trade union, body or person.
- 35.7. The Service Provider is responsible for all emoluments and outgoings in respect of the Outgoing Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, pay as you earn and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the date of the Relevant Transfer (including bonuses or commission which are payable after the date of the Relevant Transfer but attributable in whole or in part to the period on or before the date of the Relevant Transfer).
- 35.8. The Service Provider indemnifies the Authority and any Replacement Service Provider against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and any other liabilities which the Authority and/or any Replacement Service Provider may incur in respect of the emoluments and outgoings referred to in clause 35.7.

36. Security and Data

- 36.1. The Service Provider must comply with the Authority's policies concerning Baseline Personnel Security Standard clearance and such modifications to those policies or replacement policies as are notified to the Service Provider from time to time.
- 36.2. The Service Provider must notify the Authority of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.
- 36.3. The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Data.
- 36.4. The Service Provider shall not store, copy, disclose, or use the Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- 36.5. The Service Provider shall preserve the integrity of Data and prevent the corruption or loss of Data, ensuring at all times that the relevant Data is under its control or the control of any Sub-contractor.
- 36.6. The Service Provider shall perform secure back-ups of all Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The Service Provider shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request and are delivered to the Authority at such other intervals as may be agreed in writing between the Parties.
- 36.7. The Service Provider shall ensure that any system on which the Service Provider holds any Data, including back-up data, is a secure system that complies with the Security Plan.
- 36.8. The Service Provider shall at all times when performing the Services comply with the terms of BCDR Plan.

- 36.9. If the Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default so as to be unusable, the Authority may:
- 36.9.1. require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Data to the extent and in accordance with the requirements specified in Schedule 6 (*Testing Procedures & Business Continuity and Disaster Recovery*) Section B and the Service Provider shall do so as soon as practicable but not later than 5 Working Days from the date of receipt of the Authority's notice; and/or
 - 36.9.2. itself restore or procure the restoration of Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule 6 (*Testing Procedures & Business Continuity and Disaster Recovery*) Section B.
- 36.10. If at any time the Service Provider suspects or has reason to believe that Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Authority immediately and inform the Authority of the remedial action the Service Provider proposes to take.
- 36.11. The Service Provider shall fully comply with the requirements of Schedule 12 (*Security Management*).

37. Malicious Software

- 37.1. The Service Provider shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software in relation to the Authority's System, the Service Provider's System and/or the Service Provider Solution.
- 37.2. Notwithstanding clause 37.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Data, assist each other to restore the Services to their desired operating efficiency.
- 37.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of clause 37.2 shall be borne by the Parties as follows:
- 37.3.1. by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software supplied by the Service Provider or the Data (whilst the Data was under the control of the Service Provider) unless the Service Provider can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Service Provider; and
 - 37.3.2. otherwise by the Authority.

SECTION E: PROVISIONS RELATING TO INTELLECTUAL PROPERTY AND GOVERNANCE

Intellectual Property Rights

38. Parties' pre-existing Intellectual Property Rights

Except as expressly provided for in this Contract, neither Party acquires any interest in or licence to use the other Party's Intellectual Property Rights as they subsist at the Commencement Date or as developed independently of this Contract.

39. Allocation of Title to Intellectual Property Rights

- 39.1 Save as expressly granted elsewhere under this Contract:

39.1.1 the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Service Provider or its licensors, including:

- (i) in the Service Provider Software;
- (ii) the Service Provider Background IPR;
- (iii) in the Third Party Software;
- (iv) the Third Party IPR;
- (v) in the Specially Written Software; and
- (vi) the Project Specific IPR.

39.1.2 the Service Provider shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including the:

- (i) Authority Software;
- (ii) Authority Background IPR;
- (iii) Authority Data; and
- (iv) Authority Protected Information..

39.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 39, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

39.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

39.4 Licenses granted by the Service Provider: Specially Written Software and Project Specific IPR

39.5 The Service Provider hereby grants to the Authority, or shall procure the direct grant to the Authority of, a perpetual, royalty-free, irrevocable, non-exclusive license to use:

39.5.1 the Documentation, Source Code and the Object Code of the Specially Written Software (including any Service Provider Background IPR or Third Party IPR embedded in or which are an integral part of the Specially Written Software) which shall include the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate such Specially Written Software;

39.5.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the Software Supporting Materials); and

39.5.3 the Project Specific IPR including but not limited to the right to copy, adapt, publish (including on the ICT Environment) and distribute such Project Specific IPR.

39.6 The Service Provider shall:

39.6.1 inform the Authority of all Specially Written Software that constitutes a modification or enhancement to Service Provider Software or Third Party Software; and

39.6.2 deliver to the Authority the Specially Written Software in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority.

39.7 The Service Provider acknowledges and agrees that the ownership of the media referred to in Clause 39.6.2 shall vest in the Authority upon their receipt by the Authority.

40. Licences of Intellectual Property Rights

- 40.1. The Service Provider grants to the Authority a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed prior to the Commencement Date or for the purposes of delivery of the Services by or for the Service Provider and which the Authority reasonably requires in order to enjoy the benefit of the Services including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display).
- 40.2. The Service Provider must ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform this Contract grants to the Authority a royalty-free, irrevocable and non-exclusive licence or, if itself a licensee of those rights, grants to the Authority an authorised and equivalently wide sub-licence, to use, reproduce, modify, develop and maintain such Intellectual Property Rights. Such licence or sub-licence must be non-exclusive, perpetual, royalty free and irrevocable.
- 40.3. All Software licensed to the Authority pursuant to this Contract is set out in Schedule 13 (*Software*).

Claims relating to Intellectual Property Rights

- 40.4. The Service Provider must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under this Contract and must ensure that the provision of the Services and the use or possession of the Deliverables does not infringe such Intellectual Property Rights.
- 40.5. The Service Provider shall at all times, during and after the Term, on written demand indemnify the Authority and each other Indemnified Person, and keep the Authority and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.
- 40.6. If an IPRs Claim is made, or the Service Provider anticipates that an IPRs Claim might be made, the Service Provider may, at its own expense and sole option, either:
- 40.6.1. procure for the Authority and/or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
- 40.6.2. replace or modify the relevant item with non-infringing substitutes provided that:
- 40.6.2.1. the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- 40.6.2.2. the replaced or modified item does not have an adverse effect on any other services, the Authority's System, the Service Provider's System and/or the Service Provider Solution;
- 40.6.2.3. there is no additional cost to the Authority and/or relevant Indemnified Person (as the case may be); and
- 40.6.2.4. the terms and conditions of this Contract shall apply to the replaced or modified Services.
- 40.7. If the Service Provider elects to procure a licence in accordance with clause 40.6.1 or to modify or replace an item pursuant to clause 40.6.2, but this has not avoided or resolved the IPRs Claim, then:
- 40.7.1. the Authority may terminate this Contract (if subsisting) with immediate effect by written notice to the Service Provider; and

40.7.2. without prejudice to the indemnity set out in clause 40.5, the Service Provider shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

License Granted by the Authority

40.8 The Authority hereby grants to the Service Provider a royalty-free, non-exclusive, non-transferable license during the Contract Period to use the Authority Software, the Authority Background IPR, the Authority Data and Authority Protected Information solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licenses to Sub-Contractors provided that:

40.8.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Service Provider on the same terms as set out in Clause 16 (*Confidential Information*); and

40.8.2 the Service Provider shall not without Approval use the Authority Data and Authority Protected Information for any other purpose or for the benefit of any person other than the Authority.

41. Escrow

41.1. As soon as reasonably practicable following the Commencement Date, the Service Provider shall enter into a standard form Software as a Service Escrow Agreement with a reputable Escrow Agent satisfactory to the Authority in relation to the software and/or documentation agreed by the Parties that is to be deposited in escrow (the "**Escrowed Material**") as set out in Schedule 14 (Escrow Terms).

41.2. The Service Provider shall deposit the Escrowed Material with the Escrow Agent on the basis of the terms agreed in the Escrow Agreement within 10 days of the date of the Escrow Agreement being signed.

41.3. The Service Provider shall pay the initial storage fees, the annual fees and update fees under the Escrow Agreement and the Authority shall pay the release fee.

42. Assignment

42.1. The Service Provider may not assign its interest in this Contract or any part of it without the prior written consent of the Authority.

42.2. Notwithstanding clause 42.1, the Service Provider may assign to another person (an "**Assignee**") the right to receive the price due to the Service Provider under this Contract subject to:

42.2.1. deduction of sums in respect of which the Authority exercises its right of recovery under clause 13 (*Recovery of Sums Due*); and

42.2.2. all the related rights of the Authority under this Contract in relation to the recovery of sums due but unpaid.

42.3. The Service Provider must notify or ensure that any Assignee notifies the Authority of any variations to the arrangements for making payments or for handling invoices, in each case in good time to enable the Authority to redirect payments or invoices accordingly. In the absence of such notification the Authority is under no obligation to vary its arrangements for making payments or for handling invoices.

42.4. Subject to clause 42.6, the Authority may assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to:

42.4.1. any Government Body; or

- 42.4.2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- 42.4.3. any private sector body which substantially performs the functions of the Authority,
- provided that any such assignation, novation or other disposal shall not increase the burden of the Service Provider's obligations under this Contract.
- 42.5. Any change in the legal status of the Authority such that it ceases to be a Government Body shall not, subject to clause 42.6, affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the Authority.
- 42.6. If the rights and obligations under this Contract are assigned, novated or otherwise disposed of pursuant to clause 42.4 to a body which is not a Government Body or if there is a change in the legal status of the Authority such that it ceases to be a Government Body (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):
- 42.6.1. the rights of termination of the Authority in clauses 66 (*Termination Rights*) and 67 (*Termination on Insolvency or Change of Control*) shall be available to the Service Provider in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- 42.6.2. the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior consent in writing of the Service Provider.
- 42.7. The Authority may disclose to any Transferee any Service Provider Confidential Information which relates to the performance of the Service Provider's obligations under this Contract. In such circumstances the Authority shall authorise the Transferee to use such Service Provider Confidential Information only for purposes relating to the performance of the Service Provider's obligations under this Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Service Provider Confidential Information.
- 43. Change of Control**
- 43.1. The Service Provider must notify the Authority:
- 43.1.1. whenever it proposes to undergo a change of Control, or a change of control is likely to occur; and
- 43.1.2. immediately following a change of Control that has occurred.
- 44. Sub-Contracting**
- 44.1. The Authority approves the appointment of the Sub-contractors specified in Schedule 4 (*Management Arrangements, Implementation Plan, Key Individuals, Approved Subcontractors and Authority Responsibilities*) in respect of the obligations specified in that Schedule.
- 44.2. The Service Provider may not sub-contract its obligations under this Contract to other Sub-contractors without the prior written consent of the Authority. Sub-contracting of any part of this Contract shall not relieve the Service Provider of any obligation or duty attributable to the Service Provider under this Contract. The Service Provider shall be responsible for the acts and omissions of its Sub-contractors as though they are its own.
- 44.3. Where the Service Provider enters into a Sub-contract the Service Provider must ensure that a provision is included which:
- 44.3.1. requires payment to be made of all sums due by the Service Provider to the Sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the Sub-contract requirements and provides that, where the

Authority has made payment to the Service Provider in respect of Services and the Sub-contractor's invoice relates to such Services then, to that extent, the invoice must be treated as valid and, provided the Service Provider is not exercising a right of retention or set-off in respect of a breach of contract by the Sub-contractor or in respect of a sum otherwise due by the Sub-contractor to the Service Provider, payment must be made to the Sub-contractor without deduction;

- 44.3.2. notifies the Sub-contractor that the Sub-contract forms part of a larger contract for the benefit of the Authority and that should the Sub-contractor have any difficulty in securing the timely payment of an invoice, that matter may be referred by the Sub-contractor to the Authority;
 - 44.3.3. requires that all contracts with Sub-contractors and suppliers which the Sub-contractor intends to procure, and which the subcontractor has not before the date of this Contract, already planned to award to a particular supplier are advertised through the Public Contracts Scotland procurement portal (www.publiccontractsscotland.gov.uk) and awarded following a fair, open, transparent and competitive process proportionate to the nature and value of the contract;
 - 44.3.4. includes provisions requiring the conduct of Audits as set out in Section F of Schedule 3 (*Pricing and Financial*);
 - 44.3.5. is in the same terms as that set out in this clause 44.3 (including for the avoidance of doubt this clause 44.3.5) subject only to modification to refer to the correct designation of the equivalent party as the Service Provider and Sub-contractor as the case may be.
- 44.4. The Service Provider shall also include in every Sub-contract:
- 44.4.1. a right for the Service Provider to terminate that Sub-contract if the relevant Sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or employment law or if any of the termination events (involving substantial modification of this Contract, contract award despite the existence of exclusion grounds or a serious infringement of EU legal obligations) specified in clause 66.3 (*Termination Rights*) occur; and
 - 44.4.2. a requirement that the Sub-contractor includes a provision having the same effect as clause 44.4.1 in any Sub-contract which it awards.
- 44.5. Where requested by the Authority, copies of any Sub-contract must be sent by the Service Provider to the Authority as soon as reasonably practicable.
- 44.6. Where the Service Provider proposes to enter into a Sub-contract it must:
- 44.6.1. advertise its intention to do so in at least one trade journal, the Public Contracts Scotland Portal; and
 - 44.6.2. follow a procedure leading to the selection of the Sub-contractor which ensures reasonable competition following principles of equal treatment, non-discrimination and transparency and which ensures that such procedure is accessible by small and medium enterprises.

45. Change

Change Control Procedure

- 45.1. Any requirement for a Change shall be subject to the Change Control Procedure.

Change in Law

- 45.2. The Service Provider shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
- 45.2.1. a General Change in Law; or
 - 45.2.2. a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.
- 45.3. If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause 45.2.2), the Service Provider shall:
- 45.4.
- 45.4.1. notify the Authority as soon as reasonably practicable of the likely effects of that change, including:
 - 45.4.1.1. whether any Change is required to the Services, the Charges or this Contract; and
 - 45.4.1.2. whether any relief from compliance with the Service Provider's obligations is required, including any obligation to Achieve a Milestone and/or to meet any relevant Service Levels; and
 - 45.4.2. provide the Authority with evidence:
 - 45.4.2.1. that the Service Provider has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
 - 45.4.2.2. as to how the Specific Change in Law has affected the cost of providing the Services; and
 - 45.4.2.3. demonstrating that any expenditure that has been avoided has been taken into account in amending the Charges.
- 45.5. Any variation in the Charges or relief from the Service Provider's obligations resulting from a Specific Change in Law (other than as referred to in clause 45.2.2) shall be implemented in accordance with the Change Control Procedure.

SECTION F SERVICE PROVIDER CONDUCT REQUIREMENTS

46. Compliance with the Law etc.

- 46.1. In providing the Services and otherwise when performing this Contract, the Service Provider must comply in all respects with:
- 46.1.1. all applicable Law;
 - 46.1.2. any applicable requirements of regulatory bodies; and
 - 46.1.3. Good Industry Practice.

47. Official Secrets Acts

The Service Provider undertakes to abide and procure that the Service Provider Representatives abide by the provisions of the Official Secrets Acts 1911 to 1989.

48. Service Provider's responsibility for staff etc.

- 48.1. The Service Provider is responsible for the acts and omissions of all Service Provider Representatives relating to this Contract as though such acts and omissions are the Service Provider's own.

48.2. The Service Provider must ensure that all Service Provider Representatives:

48.2.1. are appropriately experienced, skilled, qualified and trained;

48.2.2. carry out their activities connected with this Contract faithfully and diligently and with all with due skill, care and diligence; and

48.2.3. obey all lawful and reasonable directions of the Authority when carrying out activities under this Contract.

49. Access to the Authority's premises

49.1. Any access to, or occupation of, the Authority's premises which the Authority may grant the Service Provider from time to time is on a non-exclusive licence basis free of charge. The Service Provider must use the Authority's premises solely for the purpose of performing its obligations under this Contract and must limit access to the Authority's premises to such individuals as are necessary for that purpose.

49.2. At the Authority's written request, the Service Provider must provide a list of the names and addresses of all persons who may require admission to the Authority's premises in connection with this Contract, specifying the capacities in which they are concerned with this Contract and giving such other particulars as the Authority may reasonably request.

49.3. The Service Provider must ensure that any individual Service Provider Representative entering the Authority's premises has completed the process for obtaining Baseline Personnel Security Standard clearance. The Service Provider acknowledges that the Authority has the right to deny entry to any individual that has not completed the process for obtaining Baseline Personnel Security Standard clearance.

49.4. In accordance with the Authority's policies concerning visitor access, entry to the Authority's premises may be granted to individual Service Provider Representatives for the purposes of meetings, notwithstanding that the process for obtaining Baseline Personnel Security Standard clearance has not commenced or completed.

49.5. The Authority may, by notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Authority's premises any Service Provider Representative whose admission or continued presence would, in the opinion of the Authority acting reasonably, be undesirable.

49.6. The Authority must provide advice and assistance acting reasonably to the Service Provider to facilitate the Service Provider's compliance with this clause.

49.7. All decisions of the Authority under this clause are final and conclusive.

50. Service Provider's Equipment

50.1. The Service Provider must provide all Equipment necessary to perform any required activities on the Authority's premises or otherwise necessary for the provision of Services.

50.2. But the Service Provider must not, without the Authority's approval:

50.2.1. bring Equipment onto the Authority's premises; or

50.2.2. leave Equipment on the Authority's premises.

50.3. Any Equipment brought onto the Authority's premises:

50.3.1. remains the property of the Service Provider; and

50.3.2. is at the Service Provider's own risk and the Authority has no liability for any loss of or damage to the Equipment unless the Service Provider is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default.

- 50.4. The Service Provider must keep all Equipment brought onto the Authority's premises in a safe, serviceable and clean condition. The Authority may at any time require the Service Provider to remove from the Authority's premises any Equipment which in the opinion of the Authority acting reasonably is either hazardous, noxious or not in accordance with this Contract and substitute proper and suitable Equipment at the Service Provider's expense as soon as reasonably practicable.
- 50.5. On completion of any required activities on the Authority's premises or at the end of a Working Day (as appropriate), the Service Provider must at its own expense:
- 50.5.1. remove all Equipment; and
 - 50.5.2. leave the premises in a clean, safe and tidy condition, clearing away all rubbish arising out of the Service Provider's activities.
- 50.6. The Service Provider is solely responsible for making good any damage to the Authority's premises or any objects contained therein, other than wear and tear, which is caused by the Service Provider.
- 51. Authority Property**
- 51.1. Where the Authority issues Authority Property to the Service Provider, the Authority Property remains at all times the property of the Authority.
- 51.2. The Service Provider undertakes the safe custody of the Authority Property and to that end must:
- 51.2.1. keep the Authority Property in good order and condition (excluding wear and tear);
 - 51.2.2. comply with any particular security requirements communicated to the Authority in relation to the Authority Property;
 - 51.2.3. use any Authority Property solely in connection with this Contract and for no other purpose; and
 - 51.2.4. store the Authority Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- 51.3. The Authority Property is deemed for the purposes of clause 51.2.1 to be in good order and condition when received by the Service Provider unless the Service Provider notifies the Authority otherwise within five (5) Working Days of receipt.
- 51.4. The Service Provider must not:
- 51.4.1. modify or replace the Authority Property;
 - 51.4.2. use the Authority Property as security for a loan or other obligation;
 - 51.4.3. sell, or attempt to sell or part with possession of the Authority Property; or
 - 51.4.4. allow anyone to obtain a lien over, or right to retain, the Authority Property.
- 51.5. The Service Provider licences the Authority to enter any premises of the Service Provider during Working Hours on reasonable notice to recover any Authority Property.
- 51.6. The Service Provider undertakes the due return of the Authority Property and as such is liable for all loss of, or damage to, the Authority Property (excluding wear and tear), unless such loss or damage was caused or contributed to by the Authority's Default. The Service Provider must notify the Authority promptly and, in any event within two (2) Working Days, upon becoming aware of any defects appearing in or losses or damage occurring to the Authority Property.

52. Health and Safety etc.

- 52.1. While on the Authority's premises, the Service Provider must comply with the Authority's policies concerning health and safety and fire and such modifications to those policies or replacement policies as are notified to the Service Provider from time to time.
- 52.2. The Service Provider must immediately inform the Authority in the event of any incident occurring in the performance of its obligations under this Contract on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury. The Service Provider must then promptly notify the Authority of that fact.
- 52.3. The Authority must promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Service Provider in the performance of its obligations under this Contract.
- 52.4. The Service Provider must promptly make available its statutory health and safety policy statement to the Authority on request.

53. Offences

- 53.1. The Service Provider shall:
 - 53.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (Relevant Requirements);
 - 53.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 53.1.3. have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
 - 53.1.4. promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Service Provider in connection with the performance of this Contract.
- 53.2. The Service Provider shall ensure that any person associated with the Service Provider who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Service Provider in this clause. The Service Provider shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the Authority for any breach by such persons of any of those terms.
- 53.3. For the purpose of this clause 53, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 53 a person associated with the Service Provider includes any Sub-contractor of the Service Provider.
- 53.4. The Service Provider must not commit or attempt to commit any offence
 - 53.4.1. of fraud, uttering, or embezzlement at common law; or
 - 53.4.2. of any other kind referred to in regulation 58(1) of the Public Contracts (Scotland) Regulations 2015.
- 53.5. In performing its obligations under this Contract, the Service Provider shall, and shall ensure that each of its Sub-contractors shall, comply with the terms of the Modern Slavery Act 2015 (as subsequently amended) and all applicable regulations and codes in force in relation thereto.

53.6. Breach of clauses 53.1, 53.3, 53.4 or 53.5 is a material breach for the purposes of clause 66.1.3 (*Termination Rights*).

54. Tax Arrangements

54.1. Where the Service Provider is liable to be taxed in the UK in respect of consideration received under this Contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

54.2. Where the Service Provider is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations

54.3. The Authority may, at any time during the Term, request the Service Provider to provide information which demonstrates how the Service Provider complies with sub-clauses 54.1 and 54.2 above or why those clauses do not apply to it.

54.4. A request under sub-clause 54.2 above may specify the information which the Service Provider must provide and the period within which that information must be provided.

54.5. The Authority may supply any information which it receives under clause 54 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

54.6. The Service Provider shall take all reasonable steps to ensure the observance of the provisions of this clause 54 by all of the Service Provider Representatives.

54.7. Where the Service Provider enters into any Sub-contract with any of the Service Provider Representatives, the Service Provider must ensure that a provision is included which is in the same terms as this clause 54 subject only to modification to refer to the correct designation of the equivalent party as the Service Provider.

54.8. The Service Provider shall indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Service Provider or any Service Provider Representatives.

55. Discrimination

The Service Provider must not unlawfully discriminate against any person within the meaning of the Equality Act 2010 in its activities relating to this Contract or any other contract with the Authority.

56. Blacklisting

The Service Provider must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the DPA by unlawfully Processing Personal Data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Authority to terminate this Contract.

57. Sustainability etc.

57.1. The Service Provider must comply with the provisions of Sustainability and Community Benefits of Schedule 2 (*The Services (Specification and Service Provider Solution)*) Section 1.

58. Conflicts of interest

- 58.1. The Service Provider must take appropriate steps to ensure that the Authority is not placed in a position where, in the reasonable opinion of the Authority, there is an actual or potential conflict between the interests of the Service Provider and the duties owed to the Authority under this Contract.
- 58.2. The Service Provider must disclose by notice to the Authority full particulars of any actual or potential conflict of interest which may arise and must take such steps as are necessary to avoid or remove the conflict of interest.
- 58.3. Breach of this clause is a material breach for the purposes of clause 66.1.3 (*Termination Rights*).

SECTION G FINAL PROVISIONS

59. Warranties and Representations

- 59.1. The Service Provider warrants and represents that:
 - 59.1.1. it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Contract and that this Contract is executed by a duly authorised individual;
 - 59.1.2. in entering this Contract it has not committed any offence under the Bribery Act 2010 or of fraud or uttering at common law or any other kind referred to in the Public Contracts (Scotland) Regulations 2015;
 - 59.1.3. it has not committed any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or committed any breach of the DPA by unlawfully Processing Personal Data in connection with any blacklisting activities;
 - 59.1.4. as at the Commencement Date, all information contained in the ESPD and Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of this Contract;
 - 59.1.5. no claim is being asserted and no litigation, alternative dispute resolution procedure or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under this Contract;
 - 59.1.6. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
 - 59.1.7. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
 - 59.1.8. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Contract;
 - 59.1.9. in the 3 years prior to the Commencement Date:
 - 59.1.9.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 59.1.9.2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;

- 59.1.10 it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Contract;
- 59.1.11 it has made appropriate inquiries (for example as regards the Authority's premises) so as to be satisfied in relation to all matters connected with the performance of its obligations under this Contract;
- 59.1.12 it is familiar with the Authority's policies concerning Baseline Personnel Security Standard clearance, Disclosure Scotland checks, and health and safety and fire as they apply at the Commencement Date;
- 59.1.13 it has in place appropriate technical and organisational measures to safeguard any Authority Protected Information, Authority Confidential Information, and the Authority Data;
- 59.1.14 there are no actual or potential conflicts between the interests of the Service Provider and the duties owed to the Authority under this Contract, save as may have been specifically disclosed in writing to the Authority prior to execution of this Contract; and
- 59.1.15 it is deemed to have inspected any premises at which the Services are to be performed as set out in the Specification (the 'Premises') before tendering so as to have understood the nature and extent of the Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and the Premises.

60. Limitation of Liability and General Indemnity

60.1 The Service Provider shall indemnify the Authority against all claims, proceedings, actions, damages, costs, charges, expenses and any other liabilities which may arise out of, or in consequence of, any Default of the Service Provider.

60.2 The Authority shall indemnify the Service Provider in respect of all claims, proceedings, actions, damages, fines, costs, expenses or other liabilities which may arise out of, or in consequence of, a breach of Data Protection Laws where the Service Provider has acted in accordance with the Authority's written instructions.

60.3 Neither Party is liable to the other Party under the Contract for any:

60.3.1 loss of profits, business, revenue or goodwill; or

60.3.2 indirect or consequential loss or damage.

60.4 But clause 60.3 does not exclude any liability of the Service Provider for additional operational, administrative costs or expenses or wasted expenditure resulting from the Default of the Service Provider.

60.5 The liability of either Party under the Contract for Defaults is limited to £5,000,000 (FIVE MILLION POUND STERLING) for any one incident or series of related incidents annually (for that purpose counting from the Commencement Date), provided that the Service Provider's liability in relation to the following clauses shall be unlimited:

60.5.1 clause 12.7 (*Payment and Invoicing*);

60.5.2 clause 14 (*Data Protection*);

60.5.3 clause 16 (*Confidential Information*);

60.5.4 clause 17 (*Authority Protected Information*);

60.5.5 clause 33 (*Staff at Commencement*);

- 60.5.6 clause 35 (*Staff transfer on expiry or termination*);
- 60.5.7 clause 40.5 (*Claims relating to Intellectual Property Rights*);
- 60.5.8 clause 53 (*Offences*);
- 60.5.9 clause 54.8 (*Tax Arrangements*);
- 60.5.10 clause 55 (*Discrimination*); and
- 60.5.11 clauses 59.1.1 and 59.1.2 (*Warranties and Representations*).

60.6 But neither Party excludes or limits liability to the other Party for:

- 60.6.1 death or personal injury caused by its negligence;
- 60.6.2 misrepresentation;
- 60.6.3 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982; or
- 60.6.4 any breach of any obligations under Data Protection Laws.

61. Insurances

- 61.1 The Service Provider must effect and maintain with a reputable insurance company:
 - 61.1.1 public liability insurance in the sum of not less than FIVE MILLION POUNDS STERLING (£5,000,000) for any one incident and unlimited in total;
 - 61.1.2 professional indemnity insurance in the sum of not less than FIVE MILLION POUNDS STERLING (£5,000,000) for any one incident and unlimited in total; and
 - 61.1.3 employer's liability insurance in in the sum of not less than FIVE MILLION POUNDS STERLING (£5,000,000) for any one incident and unlimited in total.
- 61.2 Such insurance must be maintained for the Term and for a minimum of 5 years following the expiry of the Term.
- 61.3 The Service Provider must give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

62. Force Majeure

- 62.1 Neither Party is liable to the other Party for any delay in performing, or other failure to perform, its obligations under this Contract to the extent that such delay or failure is a result of Force Majeure, subject in relation to the Service Provider, its compliance with its obligations in Schedule 6 (*Testing Procedures & Business Continuity and Disaster Recovery*) Section B. Nonetheless, each Party must use all reasonable endeavours to continue to perform its obligations under this Contract for the duration of such Force Majeure. However, if Force Majeure prevents either Party from performing its material obligations under this Contract for a period in excess of 90 days, the unaffected Party may terminate this Contract with immediate effect by notice.

- 62.2 Any delay or other failure by the Service Provider in performing its obligations under this Contract which results from any failure or delay by a Service Provider Representative is only to be regarded as due to Force Majeure if that Service Provider Representative is itself impeded by Force Majeure from complying with an obligation to the Service Provider.
- 62.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any delay or failure on its part as described in clause 62.1, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.
- 62.4 The only events that afford relief from liability for failure or delay under this Contract are Force Majeure events.

63. Dispute Resolution

- 63.1 The Parties must attempt in good faith to resolve any dispute between them arising out of or in connection with this Contract in accordance with paragraphs 4 of Schedule 4 (*Management Arrangements, Implementation Plan, Key Individuals, Approved Subcontractors and Authority responsibilities*).
- 63.2 Any dispute or difference arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, which cannot be resolved in accordance with clause 63.1, shall be determined by the appointment of a single arbitrator to be agreed between the Parties, and failing agreement within 14 days after either Party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either Party. The seat of the arbitration shall be in Scotland. The language used in the arbitral proceedings shall be English.
- 63.3 Any arbitration under clause 63.1 is subject to the Arbitration (Scotland) Act 2010.

64. Severability

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision is severed and the remainder of the provisions of this Contract continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

65. Waiver and Cumulative Remedies

- 65.1 Any failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy does not constitute a waiver of that right or remedy and does not cause a diminution of the obligations established by this Contract.
- 65.2 Accordingly, no waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 10 (*Notices*).
- 65.3 A waiver of any Default is not a waiver of any subsequent Default.
- 65.4 The rights and remedies provided by this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy is not to be deemed an election of such remedy to the exclusion of other remedies.

66. Termination Rights

- 66.1 The Authority may terminate this Contract in whole or in part by notice to the Service Provider with immediate effect if the Service Provider commits a Default and:
- 66.1.1 the Service Provider has not remedied the Default to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;

- 66.1.2 the Default is not in the opinion of the Authority, capable of remedy; or
- 66.1.3 the Default is a material breach of this Contract.
- 66.2 The Authority may also terminate this Contract in whole or in part in accordance with any provisions of the Schedules.
- 66.3 The Authority may terminate this Contract in whole or in part in the event that:
 - 66.3.1 this Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) (modification of contracts during their term) of The Public Contracts (Scotland) Regulations 2015; or
 - 66.3.2 the Service Provider has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of The Public Contracts (Scotland) Regulations 2015, including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure; or
 - 66.3.3 this Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

in this clause, 'the Treaties' has the meaning given in the European Communities Act 1972.

- 66.4 The Authority may also terminate this Contract in whole or in part in the event of a failure by the Service Provider to comply in the performance of the Services with legal obligations in the fields of environmental, social or employment law.

67. Termination on Insolvency or Change of Control

- 67.1 The Service Provider shall notify in writing immediately, and the Authority may terminate this Contract in whole or in part with immediate effect by notice, where in respect of the Service Provider:
 - 67.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 67.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 67.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - 67.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 67.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 67.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 67.1.7 being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to schedule A1 to the Insolvency Act 1986; or

67.1.8 a debt relief order is entered into; or

67.1.9 any event similar to those listed above occurs under the law of any other jurisdiction.

67.2 The Authority may terminate this Contract in whole or in part by notice with immediate effect within 6 months of:

67.2.1 being notified that a change of Control has occurred in accordance with clause 43 (*Change of Control*); or

67.2.2 where no such notification has been given, the date that the Authority becomes aware of the change of Control.

67.3 But the Authority may not terminate this Contract under clause 67.2 where approval of the change of Control has been granted by notice by the Authority.

68. Break

68.1 The Authority shall have the right to terminate this Contract in whole or in part at any time by giving a minimum of 3 months' notice to the Service Provider.

68.2 Subject to clause 70 (*Consequences of Expiry or Termination*), where the Authority terminates this Contract in whole or in part under this clause 68.1, the Authority shall indemnify the Service Provider against any commitments, liabilities and expenditure which represent an unavoidable direct loss to the Service Provider by reason of the termination of this Contract in whole or in part, provided that the Service Provider takes all reasonable steps to mitigate such loss. Where the Service Provider holds insurance, the Authority shall only indemnify the Service Provider for those unavoidable direct costs that are not covered by the insurance available. The Service Provider shall submit a fully itemised and costed list of unavoidable direct loss which it seeks to recover from the Authority, with supporting evidence of losses reasonably and actually incurred by the Service Provider as a result of termination in whole or in part under this clause.

69. Exit Management

69.1 The parties shall comply with the provisions of Schedule 10 (Exit Management) and any current Exit Plan".

70. Consequences of Expiry or Termination

70.1 Where the Authority terminates this Contract in whole or in part under clause 66 (*Termination Rights*) and makes other arrangements for the provision of services, the Service Provider indemnifies the Authority against all costs incurred in making those arrangements.

70.2 Except as provided for in this Contract, no indemnity is given or special payment is to be made by either Party to the other Party on expiry or termination in whole or in part of this Contract.

70.3 On expiry or termination in whole or in part of this Contract (provided always to the extent necessary where this Contract has been terminated in part) the Service Provider must:

70.3.1 immediately return to the Authority all Authority Property, Authority Confidential Information and Authority Protected Information in its possession; and

70.3.2 destroy or delete any copies of Authority Protected Information (whether physical or electronic) in its possession.

70.4 Where this Contract is terminated by the Authority only in part, the Parties shall agree the effect of any Change required by such partial termination in accordance with the Change Control Procedure, including the effect the partial termination may have on any other Services and the Charges.

70.5 The following provisions survive the expiry or termination of this Contract:

- 70.5.1 clause 1 (*Definitions and Interpretation*);
- 70.5.2 clause 2 (*Conflict*);
- 70.5.3 clause 10 (*Notices*);
- 70.5.4 clause 13 (*Recovery of Sums Due*);
- 70.5.5 clause 14 (*Data Protection*);
- 70.5.6 clause 15 (*Freedom of Information*);
- 70.5.7 clause 16 (*Confidential Information*);
- 70.5.8 clause 17 (*Authority Protected Information*);
- 70.5.9 clause 18 (*Service Provider Sensitive Information*);
- 70.5.10 clause 19 (*Audit and Financial Reports*);
- 70.5.11 clause 20 (*Publicity*);
- 70.5.12 clause 23 (*Census Confidentiality Provision*);
- 70.5.13 clause 32 (*Offers of Employment*);
- 70.5.14 clause 34 (*Information about Service Provider Employees*);
- 70.5.15 clause 35 (*Staff transfer on expiry or termination*);
- 70.5.16 clause 38 (*Parties' pre-existing Intellectual Property Rights*);
- 70.5.17 clause 39 (*Allocation of Title to Intellectual Property Rights*);
- 70.5.18 clauses 40.1 and 40.2 (*Licences of Intellectual Property Rights*);
- 70.5.19 clause 40.5 (*Claims relating to Intellectual Property Rights*);
- 70.5.20 clause 47 (*Official Secrets Acts*);
- 70.5.21 clause 50 (*Service Provider's Equipment*);
- 70.5.22 clause 51 (*Authority Property*);
- 70.5.23 clause 54 (*Tax arrangements*);
- 70.5.24 clause 57 (*Sustainability etc*);
- 70.5.25 clause 59 (*Warranties and Representations*);
- 70.5.26 clause 60 (*Limitation of Liability and General Indemnity*);
- 70.5.27 clause 61 (*Insurances*);
- 70.5.28 clause 63 (*Dispute Resolution*);
- 70.5.29 clause 64 (*Severability*);
- 70.5.30 clause 65 (*Waiver and Cumulative Remedies*);
- 70.5.31 clause 69 (*Exit Management*);
- 70.5.32 this clause 70 (*Consequences of Expiry or Termination*);
- 70.5.33 clause 71 (*Entire Agreement*);
- 70.5.34 clause 72 (*Third Party Rights*);
- 70.5.35 clause 73 (*Governing Law and Jurisdiction*);
- 70.5.36 Schedule 1 (*Defined Terms*);
- 70.5.37 Schedule 3 (*Pricing and Financial*);
- 70.5.38 paragraphs 4 Schedule 4 (*Management Arrangements, Implementation Plan, Key Individuals, Approved Subcontractors and Authority Responsibilities*) Section A;
- 70.5.39 Schedule 7 (*Service Provider Sensitive Information*); and
- 70.5.40 Schedule 10 (*Exit Management*).

71. Entire Agreement

71.1 This Contract constitutes the entire agreement between the Parties in respect of the matters dealt with herein. This Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause does not exclude liability in respect of any misrepresentation (whether in the ESPD or Tender or otherwise).

72. Third Party Rights

Without prejudice to clause 60 (*Limitation of Liability and General Indemnity*), a person who is not a Party to this Contract has no right under the doctrine of *jus quaesitum tertio* to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that doctrine.

73. Governing Law and Jurisdiction

This Contract and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) is governed by and interpreted in accordance with Scots law and, subject to clause 63 (*Dispute Resolution*), the Parties submit to the exclusive jurisdiction of the Scottish courts over any dispute, claim or matter arising under or in connection with this Contract or the legal relationships established by this Contract (including non-contractual disputes or claims).

IN WITNESS WHEREOF this contract consisting of this and the preceding 39 pages together with the Schedules attached hereto are executed as follows:

SIGNED for and on behalf of the Registrar
General of Births, Deaths and Marriages for
Scotland

SIGNED for and on behalf of
CACI Limited

At General Register House

At General Register House

On 2 February 2018

On 2 February 2018

Signature.....

Signature.....

Full name Tim Ellis.....

Full name: [REDACTED].....

Position: Registrar General of Births, Deaths
and Marriages for Scotland

Position: [REDACTED]

Address General Register House, 2 Princes
Street, Edinburgh, EH1 3YY

Address: CACI House, Kensington Village,
Avonmore Road, London, W14 8TS

In the presence of

In the presence of

Signature.....

Signature.....

Full name Sue Barber

Full name [REDACTED].....

Position: Head of Procurement & Commercial

Position [REDACTED]

Address Ladywell House, Ladywell Road,
Edinburgh, EH12 7TF

Address: CACI House, Kensington Village
Avonmore Road, London, W14 8TS

