FRAMEWORK REFERENCE NUMBER: SP-18-001

FRAMEWORK AGREEMENT

-between-

(1) THE SCOTTISH MINISTERS ACTING THROUGH THE SCOTTISH GOVERNMENT (THE "AUTHORITY")

-and-

(2) STREAMLINE CORPORATE LTD (THE "CONTRACTOR")

-relating to the supply of-

PRINT & ASSOCIATED SERVICES (LOT 3 – SPECIAL LABELS)

-for the benefit of-

THE SCOTTISH MINISTERS ACTING THROUGH THE SCOTTISH GOVERNMENT AND FRAMEWORK PUBLIC BODIES

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PREAMBLE:

ONE The Authority requires the supply of Services to Scottish Ministers acting through the Scottish Government and Framework Public Bodies;

TWO On 3 November 2018 the Authority's contract notice relating to the Services was published in the Official Journal of the European Union with reference number 485862-2018;

THREE On 3 November 2018 the Authority issued its ITT to potential Contractors (including the Contractor) in respect of the supply of Services;

FOUR On 7 December 2018 the Contractor submitted its Tender;

FIVE On the basis of the Tender, the Authority has selected the Contractor amongst other Framework Contractors to supply the Services under this Framework Agreement;

SIX In accordance with the Public Contracts (Scotland) Regulations 2015, this Framework Agreement establishes Standard Terms of Supply under which Call-off Contracts may be entered into for the supply of Services;

SEVEN This Framework Agreement also includes:

- A Specification setting out the Services that the Contractor has undertaken to provide including Service Levels setting out particular levels of service that the Contractor has undertaken to meet;
- A Pricing Schedule setting out details of the pricing of the Services;
- Award Procedures prescribing the mandatory procedures for entering into Call-off Contracts; and
- Management Arrangements for the strategic management of the relationship between the Authority and the Contractor.

SECTION A

1. Definitions and Interpretation

1.1 In this Framework Agreement unless the context otherwise requires the following terms have the meanings given to them below:

"Affiliate" means in relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect control with, that corporate body from time to time;

"**Authority**" means the Scottish Ministers acting through the Scottish Government..

"**Authority Protected Information**" means any information provided by the Authority to the Contractor which:

- carries a protective marking such as "Official", "Secret" or "Top Secret"; or
- is exempt information as set out in Part 2 of FOISA (disregarding for that purpose whether a provision of Part 2 does not confer absolute exemption within the meaning of section 2(2) of FOISA).

"**Authority Requirements**" means the operational requirements, functions and characteristics of the Framework set out in Schedule 1 (Specification)

"**Award Procedures**" means the procedures for entering into Call-off Contracts set out at Schedule 3.

"**Baseline Personnel Security Standard**" means the pre-employment controls for all civil servants, members of the Armed Forces, temporary staff and government contractors generally.

"**Call-off Contract**" means any contract for the Supply of Services between a Framework Public Body and the Contractor entered into in accordance with the Award Procedures and based on the Standard Terms of Supply.

"**Commencement Date**" has the meaning given in clause 4.1

"**Contracting Authority**" has the meaning given in regulation 2 of the Public Contracts (Scotland) Regulations 2015;

"**Contractor**" means STREAMLINE CORPORATE LTD, 7 Queen Anne Drive, Newbridge, EH28 8LH. Registration Number 09624508

"**Contractor Sensitive Information**" means any information provided by the Contractor to the Authority (disregarding any protective marking or assertion of confidentiality) which:

- [is specified as Contractor Sensitive Information in Schedule 7 and has not lost its sensitivity according to the justifications and durations set out in that Schedule; and]
- is exempt information pursuant to sections 33(1) or 36, 38 or 39 of FOISA (having regard for that purpose to the public interest there might be in disclosing such information as referred to in section 2(1)(b) of FOISA).

"**Control**" has the meaning given in section 450 of the Corporation Tax Act 2010.

"**Data Controller, Data Processor, Data Subject and Data Subject Access Requests"** have the meanings given in the Data Protection Laws.

"**Data Protection Laws**" means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives

or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 1998 and any statutory modification or re-enactment thereof and the GDPR.

"**Default**" means any breach of the obligations of the Contractor (including but not limited to material breach) or any negligent act, omission or statement of the Contractor in connection with or in relation to this Framework Agreement.

"**Environmental Information Regulations**" means the Environmental Information (Scotland) Regulations 2004.

"**ESPD**" means the European Single Procurement Document completed by the Contractor and sent to the Authority on 05 December 2018.

"**Exit Management**" means the obligations and rights of the Parties to ensure a smooth transition of the Framework from the Contractor to the Authority or any Replacement Contractor as set out in Clause 44 (Exit Management) and Schedule 8 (Exit Management).

"**Exit Plan**" means the exit management plan developed by the Contractor and approved by the Authority in accordance with Clause 44 (Exit Management).

"**Exit Management Date**" means each of the following:

(a) the date of a Termination Notice; and

(b) if no Termination Notice has been served in relation to this Agreement except for any Partial Termination, the expiry of the later of the Initial Term and any extension of the Agreement agreed in writing.

"**FOISA**" means the Freedom of Information (Scotland) Act 2002.

"**Force Majeure**" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including industrial action, fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made.

"**Framework Agreement**" or "**Agreement**" means this framework agreement between the Authority and the Contractor consisting of clauses and 10 Schedules.

"**Framework Public Bodies**" means the Authority. The Framework Agreement will be available for use by the Scottish Ministers (including Agencies), Scottish Non-Departmental Public Bodies, offices in the Scottish Administration which are not ministerial offices, cross- border public authorities within the meaning of section 88(5) of the Scotland Act 1998, the Scotland Office, the Scottish Parliamentary Corporate Body, councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994, Scottish Fire & Rescue Service, the Scottish Police Authority, Scottish health boards or special health boards, all NHS Scotland, The Integrated Joint Boards established further to the Public Bodies (Joint Working) Act 2014, bodies registered as social landlords under the Housing (Scotland) Act 2001, Student Loans Company Limited, the Forestry Commission, the Commissioner of Northern Lighthouse operating as the Northern Lighthouse Board, Equality and Human Rights Commission, Business Stream Ltd, the Business Gateway National Unit at the Convention of Scottish Local Authorities, further or higher education institutions being fundable bodies within the meaning of section 6 of the further and Higher Education (Scotland) Act 2005, any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing. In addition to the contracting authorities listed, the framework agreement will be available to

charities entered on the Scottish Charity Register and voluntary organisations entered on the Membership Database of the Scottish Council for Voluntary Organisations.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"**Intellectual Property Rights**" means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"**ITT**" means the Authority's invitation to tender dated 3 November 2018.

"**Law**" means (a) any applicable statute or proclamation or any delegated or subordinate legislation;

(b) any enforceable community right within the meaning of section 2 of the European Communities Act 1972;

(c) any applicable guidance, direction, determination or regulations with which the Authority and/or the Contractor is bound to comply;

(d) any applicable judgement of a relevant court of law which is a binding precedent in Scotland; and

(e) any requirements of any regulatory body,

in each case in force at any time during the period of the Framework Agreement in Scotland.

"**Management Arrangements**" means the arrangements for the strategic management of the relationship between the Authority and the Contractor, including arrangements for monitoring of the Contractor's compliance with the Specification, the Service Levels, the Award Procedures and the terms of this Framework Agreement, set out in Schedule 4.

"**Party**" to this Framework Agreement means either of the Authority or the Contractor and does not include any other party who may have the benefit of this Framework Agreement.

"**Personal Data**" has the meaning given in the Data Protection Laws.

"**Pricing Schedule**" means the details of the pricing of the Services as at the Commencement Date set out in Schedule 2.

"Processing" has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly.

"**Replacement Contractor**" means any third party contractor appointed by the Authority from time to time in succession to the Contractor.

"**Request for Information**" means a request for information within the meaning of section 8 of FOISA or the Environmental Information Regulations and any attempted or apparent such request.

"**Schedule**" means a schedule annexed to this Framework Agreement.

"**Services**" means the services as are to be supplied by the Contractor to as set out in the Specification.

"**Service Levels**" means the particular levels of service that the Contractor has undertaken to meet, and identified as service levels in the Specification.

"**Specification**" means the specification of the Services that the Contractor has undertaken to provide set out in Schedule 1.

"**Standard Terms of Supply**" means the standard terms and conditions for Call-off Contracts set out in Schedule 5.

"Staff" means all employees, agents, consultants and individual contractors of the Contractor, and Affiliate of the Contractor and/or of any sub-contractor;

"Supervisory Authority" has the meaning given in the Data Protection Laws.

"**Tender**" means the tender submitted by the Contractor to the Authority in response to the ITT dated 7 December 2018

"Termination Notice" means a notice to terminate this Agreement or part of the Framework either immediately or at a date specified in the notice.

"**Transparency Information**" means the Transparency Reports and the content of this Framework Agreement.

"**Transparency Reports**" means a report in accordance with Schedule 7 Part 1 (Transparency Reports) containing the contract information as set out in the table for that Part for publication by the Authority in the interests of transparency.

"**Working Day**" means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971.

"**Working Hour**" means an hour between 0900 hours and 1700 hours on a Working Day.

1.2 The interpretation and construction of this Framework Agreement 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 statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or 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 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and

1.2.7 headings are included in this Framework Agreement for ease of reference only and do not affect the interpretation or construction of this Framework Agreement.

2. **Condition Precedent: Requirement for Parent Company Guarantee**

It shall be a condition of this Framework Agreement that, if required by the Authority, the Contractor shall deliver a validly executed parent company guarantee in the form set out in Schedule 6 to this Framework Agreement. The rights and obligations of the Parties shall have no force or effect unless the parent company guarantee has been properly executed and delivered to the Authority. The parties acknowledge that if this condition has not been fulfilled any performance of this Framework Agreement by the Contractor shall be at the risk of the Contractor and the Authority shall not be liable for and the Contractor irrevocably waives any entitlement to payment of any fees, expenses or other payments in relation to such performance. Where the Contractor has failed to fulfil this condition within 14 days of the date of last subscription of the Framework Agreement the Authority shall have the right to terminate the Framework Agreement by notice in writing to the Contractor.

3. Nature of this Agreement

3.1 This Agreement is a framework agreement within the meaning of regulation 2(1) of the Public Contracts (Scotland) Regulations 2012. Call-off Contracts are public contracts within the meaning of that regulation.

3.2 This Agreement is a Multi-supplier framework agreement and the contractors that are party to it are the Framework Contractors. No other contractors are party to the Framework Agreement.

3.3 This Agreement is a multi-users framework agreement and the public bodies that are party to it are the Framework Public Bodies. No other public bodies are party to the Framework Agreement

3.4 The Contractor acknowledges that it is not the exclusive supplier of the Services to Framework Public Bodies and as such no guarantee of work or volume of work has been granted by any Framework Public Body.

3.5 The Contractor acknowledges that the Framework Public Bodies are separate legal persons and as such the Authority has no liability in relation to the performance or non -performance of other Framework Public Bodies' obligations under this Framework Agreement or any Call-off Contracts.

4. Period

4.1 The period of this Framework Agreement is from 1 April 2019 (the “Commencement Date”) to and including 31 March 2021, with an option to extend 2 x 12 month periods until 31 March 2023, unless it is terminated earlier.

4.2 Not Used.

4.3 The period of Call-off Contracts is addressed in the Standard Terms of Supply. The period of a Call-off Contract may continue notwithstanding that the Framework Agreement has expired or terminated.

5. Break

5.1 The Authority may terminate the Framework Agreement at any time by giving not less than 3 months’ notice to the Contractor

6. Specification and Service Levels

6.1 The Specification sets out the Services that the Contractor has undertaken to provide. The Specification includes Service Levels setting out particular levels of service that the Contractor has undertaken to meet.

7. Price

7.1 The Pricing Schedule sets out details of the pricing of the Services as at the Commencement Date.

7.2 The prices in the Pricing Schedule shall be Maximum Prices Increases in price shall be applicable on each anniversary of the Framework Agreement and may only be varied by agreement between the Authority and the Contractor and, in relation to any such variation, the variation in Price shall not exceed the percentage increase or decrease in the annual change in the Consumer Price Index (CPI) as published by the Office of National Statistics as at the month of October immediately preceding the price review date of the Framework and as published by the Office for National Statistics, in comparison to the CPI.

7.3 Accordingly, the Contractor may not unilaterally increase the prices in the Pricing Schedule. But nothing in this Framework Agreement prevents the Contractor from improving on the prices in the Pricing Schedule for the purposes of a Call-off Contract. Full details are available at Schedule 2.

8. Award Procedures

8.1 The Award Procedures may be invoked by the Authority or any Framework Public Body and Call-off Contracts may be entered into at any time during the period of the Framework Agreement.

8.2 But the Award Procedures may not be invoked and Call-off Contracts may not be entered into with the Contractor if:

8.2.1. the period of the Framework Agreement has expired;

8.2.2. the Framework Agreement has been terminated; or

8.2.3. the Contractor's appointment to provide Services to the Authority or Framework Public Bodies has been suspended in accordance with clause 9.2 (Management Arrangements).

8.3 The Authority or Framework Public Bodies and the Contractor must comply with the Award Procedures and must establish each Call-off Contract without amendment to the Standard Terms of Supply

8.4 The Contractor must maintain the capacity to enter into and perform Call-off Contracts throughout the period of the Framework Agreement.

9. Management Arrangements

9.1 The Management Arrangements set out the arrangements for the strategic management of the relationship between the Authority and the Contractor, including arrangements for monitoring of the Contractor's compliance with the Specification, Service levels, the Award Procedures and the terms of this Framework Agreement.

9.2 The Authority may by notice to the Contractor suspend the Contractor's appointment to provide Services to the Authority or Framework Public Bodies for a notified period of time:

9.2.1 If the Authority becomes entitled to terminate this Framework Agreement under clause 42 (Termination on Default) or 43 (Termination on Insolvency or Change of Control); or

9.2.2 in any other circumstance provided for in the Management Arrangements

9.3 Suspension under clause 9.2 shall terminate upon cessation of all of any circumstances referred to in subclauses 9.2.1 and 9.2.2.

9.4 The Contractor must continue to perform existing Call-off Contracts during any period of suspension under clause 9.2.

10. Official Secrets Acts

The Contractor undertakes to abide and procure that the Contractor's employees abide by the provisions of the Official Secrets Acts 1911 to 1989.

SECTION B

11. Contractor's Status

At times during the term of this Framework Agreement the Contractor is an independent Contractor and nothing in this Framework Agreement establishes a contract of employment, a relationship of agency or partnership or a joint venture between the Parties. 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 Framework Agreement.

12. Notices

12.1 Any notice or other communication which is to be given by a Party to the other under this Framework Agreement must be:

12.1.1. given in writing;

12.1.2 addressed in accordance with clause **Error! Reference source not found.**; and

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

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

12.2.1 2 Working Days after the day on which the letter was posted; or

12.2.2 4 Working Hours, in the case of fax or e-mail.

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

For the Authority:
5 Atlantic Quay
150 Broomielaw
Glasgow
G2 8LU
For the attention of: Redacted
Tel: Redacted
E-mail: Redacted

For the Contractor:
STREAMLINE CORPORATE LTD,
7 Queen Anne Drive,
Newbridge,
EH28 8LH
For the attention of: Redacted
Telephone Number: Redacted
Facsimilie Number: Redacted
E-mail Address: Redacted

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

13. Recovery of Sums Due

13.1 Wherever under this Framework Agreement any sum of money is recoverable from or payable by the Contractor to the Authority, the Authority may deduct that sum from any sum due to the Contractor whether under a Call-off Contract or otherwise.

14. Data Protection

14.1. The Contractor will, in conjunction with the Authority and in its own right and in respect of the Services, ensure it will be compliant with the Data Protection Laws.

14.2. Both Parties agree to negotiate in good faith any such amendments to this Framework Agreement 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 Parties under Data Protection Laws and the Parties agree to comply with those obligations and duties.

14.3. The Parties acknowledge that the Contractor may Process Personal Data in delivery of Services under a Call-off Contract under this Framework Agreement. For the purposes of any such Processing, Parties agree that the Contractor acts as the Data Processor and the Authority acts as the Data Controller.

14.4. The Contractor 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 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 Contractor 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. Transparency and Freedom of Information

15.1 The Contractor acknowledges that the Authority is subject to the requirements of FOISA and the Environmental Information Regulations. The Contractor shall:

(a) provide all necessary assistance and cooperation as the Authority may reasonably request to enable the Authority to comply with its obligations under FOISA and Environmental Information Regulations;

(b) transfer to the Authority all Requests for Information relating to this Agreement that the Contractor receives as soon as practicable and in any event within 2 Working Days of receipt;

(c) provide the Authority with a copy of all information held on behalf of the Authority which is requested in a Request For Information and which is in the Contractor's possession or control. The information must be provided within 5 Working Days (or such

other period as the Authority may reasonably specify) in the form that the Authority requires.

(d) not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.

15.2 If the Request for Information appears to be directed to information held by the Authority, the Contractor must promptly inform the applicant in writing that the Request for Information can be directed to the Authority.

15.3 If the Authority receives a Request for Information concerning the Framework Agreement, the Authority is responsible for determining at its absolute discretion whether the 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 Contractor acknowledges that the Authority may, acting in accordance with the Authority's Code of Practice on the Discharge of Functions of Public Authorities issued under section 60(5) of FOISA (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 Contractor or the Framework Agreement:

15.4.1 in certain circumstances without consulting the Contractor, or

15.4.2 following consultation with the Contractor and having taken its views into account.

15.5 Where 15.4.1 applies the Authority must take reasonable steps, if practicable, to give the Contractor advance notice of the fact of disclosure or, failing that, draw the fact of disclosure to the attention of the Contractor after such disclosure to the extent that it is permissible and reasonably practical for it to do.

15.6 Where a Request for Information concerns Contractor Sensitive Information specified in Schedule 7 (having regard to the justifications and durations set out there), the Authority must take reasonable steps, where practicable, to consult with the Contractor before disclosing it pursuant to a Request for Information.

15.7 The Contractor acknowledges that Transparency Reports and the content of this Agreement including any Amendments, agreed from time to time, (together the "Transparency Information") are not Confidential Information. However, for the avoidance of doubt, the following shall be treated as Confidential Information:

(i) any information that the Authority determine is exempt from disclosure in accordance with the provisions of FOISA; and

(ii) Commercially Sensitive Information;

and if the Authority believes that publication of any element of the Transparency Information should be treated as Confidential Information the Authority may, in its discretion exclude such information from publication.

15.8 Notwithstanding any other provision of this Agreement, the Contractor hereby gives consent for the Authority to publish to the general public, the Transparency Information in its entirety. The Authority shall, prior to publication, consult with the Contractor on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

15.9 The Contractor shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information including the preparation of Transparency Reports.

15.10 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to

ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Contractor.

15.11 The Contractor agrees that any further Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority upon request, unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of FOISA. The Authority may disclose such information under FOISA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information,(subject to clause 17.3.3) publish such Information. The Contractor shall provide to the Authority within 5 working days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.

16 Authority Protected Information

16.1 The Contractor must:

16.1.1 treat all Authority Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Authority Protected Information against disclosure;

16.1.2 only use the Authority Protected Information for the purposes of performing its obligations under the Framework Agreement;

16.1.3 only disclose the Authority Protected Information to such Contractor Representatives that are directly involved in the performance of the Framework Agreement and need to know the information; and

16.1.4 not disclose any Authority Protected Information without the prior written consent of the Authority.

16.2 The Contractor must immediately notify the Authority of any breach of security concerning the Authority Protected Information. The Contractor must fully co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any such breach of security.

16.3 Clause does not apply to the extent that:

16.3.1 disclosure is required by law or by order of any competent court or tribunal;

16.3.2 information is in the possession of the Contractor without restriction as to its disclosure prior to its disclosure by the Authority;

16.3.3 information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;

16.3.4 information is already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement; or

16.3.5 information is independently developed without access to the Authority Protected Information.

16.4 Breach of this clause or the Official Secrets Acts 1911 to 1989 by the Contractor is a material breach for the purposes of clause 42 (Termination Rights).

17. Contractor Sensitive Information

17.1 The Authority must:

17.1.1 treat all Contractor Sensitive Information as confidential and safeguard it accordingly; and

17.1.2 not disclose any Contractor Sensitive Information to any other person without the prior written consent of the Contractor.

17.2 Clause 17 does not apply to the extent that:

17.2.1 disclosure is required by law or by order of any competent court or tribunal;

17.2.2 information is in the possession of the Authority without restriction as to its disclosure prior to its disclosure by the Contractor;

17.2.3 information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;

17.2.4 information is already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement; or

17.2.5 information is independently developed without access to the Contractor Sensitive Information.

17.3 Nothing in this Framework Agreement prevents the Authority from disclosing any Contractor Sensitive Information or any other information concerning the Contractor or the Framework Agreement:

17.3.1 pursuant to a Request for Information concerning the information (see clause 15 (Freedom of Information));

17.3.2 in accordance with the Authority's publication scheme (within the meaning of section 23 of FOISA) as reviewed from time to time;

17.3.3 in accordance with the requirements of Part 3 of the Public Services Reform (Scotland) Act 2010;

17.3.4 in accordance with any future policies of the Authority concerning the routine disclosure of government information in the interests of transparency;

17.3.5 to any consultant, contractor or other person engaged by the Authority, for example to conduct a gateway review;

17.3.6 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, 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;

17.3.7 in response to any inquiry of the European Commission concerning the Framework Agreement; or

17.3.8 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.

17.4 The Contractor consents to the publication of the Framework Agreement by the Authority, subject to such redactions as the Authority may decide to make. The Authority may consult with the Contractor to inform its decisions concerning redaction (for example to exclude any Contractor Sensitive Information) but any decisions taken by the Authority are final and conclusive.

18 Audit & Records Management

18.1 In this Clause 18, the following terms have the following meanings:-

18.1.1 The 'Act' means the Public Records (Scotland) Act 2011;

18.1.2 'Records Management Plan' means the plan prepared by the Authority and approved by the Keeper of the Records of Scotland under section 1 of the Act;

18.2 The Contractor must retain and maintain until 5 years after the end of the Framework Agreement period full and accurate records of the Framework Agreement including the Orders placed, the Services provided and payments made and reimbursed under it.

18.3 The Contractor 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 the Framework Agreement.

18.4 The Contractor shall, for the duration of the Framework Agreement, provide the Authority with all assistance requested by the Authority acting reasonably to assist the Authority in complying with its obligations under the Act and with the Authority's Records Management Plan where such compliance is in respect of records created or to be created by the Contractor on behalf of the Authority in terms of this Framework Agreement. This assistance will be at no cost to the Authority.

18.5 At the end of the Framework Agreement, the Contractor shall transfer the records in question to the Authority, such transfer to include full ownership of the records including all Intellectual Property Rights in relation thereto. The transfer shall be at no cost to the Authority. The Contractor shall ensure that all relevant information reasonably required to locate individual items within the records, including metadata and database schema, are also offered to the Authority on the same terms.

18.6 If the Contractor shall become bankrupt (whether voluntarily or compulsorily), unable to pay its debts, insolvent or make arrangements with its creditors or if any resolution is adopted for the winding up of any party, or if a receiver, administrator or administrative receiver is appointed over the whole or any part of its assets or if either party goes into liquidation (whether voluntarily or compulsorily), otherwise than for the purposes of amalgamation or reconstruction or any form of execution levied upon its assets, then immediately upon the occurrence of any of these events, the records which would, in terms of clause 18.5 fall to be offered to the Authority shall be deemed to be held on trust by the Contractor on behalf of the Authority. The Contractor shall thereafter, if and when so required by the Authority, transfer the records in question to the Authority, such transfer to be on the same terms as would apply to a transfer made in terms of clause 18.5.

19. Publicity

19.1 The Contractor must not make any press announcement or otherwise publicise the Framework Agreement in any way, except with the written consent of the Authority.

SECTION C

20. Key Individuals

20.1 The Contractor acknowledges that the Key Individuals are essential to the proper provision of the Services to the Authority.

20.2 The Key Individuals must not be released from providing the Services without the approval of the Authority, 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 Contractor must immediately give notice of that fact to the Authority.

20.3 The Contractor 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:

20.3.1 appropriate arrangements must be made to minimise any adverse impact on the Framework Agreement 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

20.3.2 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.

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

21. Offers of Employment

21.1 For the duration of the Framework Agreement and for a period of 12 months thereafter the Contractor must not employ or offer employment to any of the Authority's employees who have been associated with the Framework Agreement and/or the contract management of the Framework Agreement without the Authority's prior approval.

21.2 This clause does not prevent the Contractor 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.

22. Staff transfer at commencement

22.1 The Parties agree that the commencement of the provision of the Services by the Contractor does not involve a Relevant Transfer.

22.2 The Parties agree that the commencement of the provision of the Services by the Contractor may constitute a Relevant Transfer in respect of the Incoming Employees.

22.3 The Contractor is responsible for all emoluments and outgoings in respect of the Incoming 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 from the date of the Relevant Transfer, including bonuses or commission which are payable on or before the date of the Relevant Transfer but attributable in whole or in part to the period from the date of the Relevant Transfer.

22.4 The Contractor indemnifies the transferor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and any other liabilities which the transferor may incur in respect of the emoluments and outgoings referred to in clause 22.3

23 Information about Contractor Employees

23.1 The Authority may by notice require the Contractor to disclose such information as the Authority may require relating to those of the Contractor's employees carrying out activities under or connected with the Framework Agreement.

23.2 The Contractor must disclose by notice all such information as is required by the Authority under clause 23.1, within such reasonable period specified by the Authority. The Contractor acknowledges that the Data Protection Laws do not prevent the disclosure of anonymised data that is not personal data within the meaning of that Act.

23.3 The Contractor consents to the disclosure by the Authority of all information provided by the Contractor under this clause to other Contractors that the Authority may invite to tender or appoint for services to be provided in substitution for the Services.

24 Staff transfer on expiry or termination

24.1 The Parties agree that the ceasing of the provision of the Services by the Contractor does not involve a Relevant Transfer.

24.2 The Parties agree that the ceasing of the provision of the Services by the Contractor may constitute a Relevant Transfer in respect of the Outgoing Employees.

24.3 The Contractor indemnifies the Authority and any replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or any replacement Contractor may suffer as a result of or in connection with:

24.3.1 the provision of information pursuant to clause 23;

24.3.2 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 Contractor in respect of any Outgoing Employee on or before the date of the Relevant Transfer;

24.3.3 any failure by the Contractor 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 Contractor to comply with its obligations under regulation 13 of TUPE; and

24.3.4 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 Authority to comply with any legal obligation to such trade union, body or person.

24.4. The Contractor 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).

24.5 The Contractor indemnifies the Authority and any replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and any other liabilities which the Authority or replacement Contractor may incur in respect of the emoluments and outgoings referred to in clause 24.4.

25. Security

25.1 The Contactor 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 Contractor from time to time.

25.2 The Contractor must notify the Authority of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.

SECTION D

26. Parties' pre-existing Intellectual Property Rights

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

27. Specially Created Intellectual Property Rights

27.1 All Intellectual Property Rights and any reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material prepared by or for the Contractor on behalf of the Authority for use, or intended use, in relation to the performance by the Contractor of its obligations under the Framework Agreement belong to the Authority.

27.2 The Contractor assigns to the Authority, with full title guarantee, all Intellectual Property Rights which may subsist in the materials referred to in clause 27.1. This assignation takes effect on the Commencement Date or as an assignation of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor must execute all documentation necessary to effect this assignation

27.3 It shall be a condition of the Framework Agreement that to the extent that the Ordered Services incorporate designs or images furnished by the Framework Public Body and/or the Authority such designs or images shall not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party.

28. Licences of Intellectual Property Rights

28.1 The Contractor 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 and which the Authority reasonably requires in order to enjoy the benefit of the Services.

28.2 The Contractor grants to the Authority a perpetual, royalty-free, irrevocable and exclusive license to use any Intellectual Property Rights in the Deliverables.

28.3 The Contractor must ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Framework Agreement 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 the Intellectual Property Rights. Such licence or sub-licence must be non-exclusive, perpetual, royalty free and irrevocable.

29. Claims relating to Intellectual Property Rights

29.1 The Contractor must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the Framework Agreement and must ensure that the provision of the Services and the use or possession of the Deliverables does not infringe such Intellectual Property Rights.

29.2 The Contractor must promptly notify the Authority if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of any Intellectual Property Right which may affect the use or possession of the Deliverables or which may affect the provision of the Services.

29.3 Where a claim to which this clause applies is made, the Contractor must, at its expense, use its best endeavours to:

29.3.1 modify the Services or Deliverables or substitute alternative Services or Deliverables (in any case without reducing performance or functionality) so as to avoid the infringement or alleged infringement of the Intellectual Property Rights; or

29.3.2 procure the grant of a licence or licences from the pursuer, claimant or complainer, on terms acceptable to the Authority, so as to avoid the infringement or alleged infringement of the Intellectual Property Rights of the pursuer, claimant or complainer.

29.4 The Contractor must not without the consent of the Authority make any admissions which may be prejudicial to the defence or settlement of any claim to which this clause applies.

30. Assignation and Change of Control

30.1 The Contractor may not assign its interest in the Framework Agreement without the prior written consent of the Authority.

30.2 The Contractor must notify the Authority:

30.2.1 whenever it proposes to undergo a change of Control, or a change of control is likely to occur;

30.2.2 immediately following a change of Control that has occurred; and

30.2.3 where it proposes to make any change to its sub-contractor named by the Contractor in its tender.

30.3 Subject to clause 30.5, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to:

30.3.1 any Contracting Authority; or

30.3.2 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

30.3.3 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 Contractor's obligations under the Framework Agreement.

30.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause 30.5, affect the validity of the Framework Agreement. In such circumstances, the Framework Agreement shall bind and inure to the benefit of any successor body to the Authority.

30.5 If the rights and obligations under the Framework Agreement are assigned, novated or otherwise disposed of pursuant to clause 30.3 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the **"Transferee"**):

30.5.1 the rights of termination of the Authority in clauses 42 (Termination Rights) and 43 (Termination on Insolvency and Change of Control) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

30.5.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof with the prior consent in writing of the Contractor.

30.6 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Framework Agreement. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Framework Agreement and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

31. Sub-Contracting

31.1 The Authority approves the appointment of the sub-contractors specified in Schedule 10 (Approved Sub-contractors) in respect of the obligations specified in that Schedule.

31.2 The Contractor may not sub-contract its obligations under the Framework Agreement without the prior written consent of the Authority. Sub-contracting of any part of the Framework

Agreement shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Framework Agreement. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

31.3 Where the Contractor enters into a sub-contract the Contractor must ensure that a provision is included which:

31.3.1 requires payment to be made of all sums due by the Contractor 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 Contractor 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 Contractor 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 Contractor, payment must be made to the sub-contractor without deduction;

31.3.2 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;

31.3.3 requires that all contracts with subcontractors and suppliers which the subcontractor intends to procure, and which the subcontractor has not before the date of this Framework Agreement, 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; and

31.3.4 is in the same terms as that set out in this clause 31 (including for the avoidance of doubt this clause 31.3.4 subject only to modification to refer to the correct designation of the equivalent party as the Contractor and sub-contractor as the case may be.

31.4 The Contractor shall include in every sub-contract:

31.4.1 a right for the Contractor 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 the Contract, contract award despite the existence of exclusion grounds or a serious infringement of EU legal obligations) specified in clause 42.4 occur; and

31.4.2 a requirement that the sub-contractor includes a provision having the same effect as 31.4.1 in any sub-contract which it awards.

31.4.3 In this Clause 31.4, 'sub-contract' means any contract between two or more contractors, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performanace of) the whole or any part of this Framework Agreement.

31.5 Where requested by the Authority, copies of any sub-contract must be sent by the Contractor to the Authority as soon as reasonably practicable.

31.6 Where the Contractor proposes to enter into a sub-contract it must:

31.6.1 advertise intention to do so in at least one trade journal, at least one newspaper circulating in Scotland and the Public Contracts Scotland Portal; and

31.6.2 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.

32. Amendment

32.1 The Framework Agreement may be amended only by the written agreement of both Parties. Accordingly, the Contractor may not unilaterally amend the Framework Agreement

32.2 Clause 7 (Price) makes special provision for the variation of the Pricing Schedule.

SECTION E

33 Warranties and Representations

33.1 The Contractor warrants and represents that:

33.1.1 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 the Framework Agreement and that the Framework Agreement is executed by a duly authorised representative of the Contractor;

33.1.2 in entering the Framework Agreement 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;

33.1.3 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 Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities;

33.1.4 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 the Framework Agreement;

33.1.5 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 the Framework Agreement;

33.1.6 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 the Framework Agreement;

33.1.7 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 Contractor 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 Contractor's assets or revenue; and

33.1.8 as at the Commencement Date, all insurances that must be effected under the Standard Terms of Supply have been effected.

34. Indemnity

34.1 Without prejudice to any rights or remedies of the Authority, the Contractor will indemnify the Authority against any and all claims, proceedings, actions, damages, costs, expenses and any other loss and liabilities which may arise out of, or in consequence of, any Default of the Contractor, its agents and employees.

34.2 The Authority shall indemnify the Contractor 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 the Data Protection Laws where the breach is the direct result of the Contractor acting in

accordance with the Authority's specific written instructions. This indemnity provision shall not apply if the Contractor-

34.2.1 acts on the Authority's specific written instructions but fails to notify the Authority in accordance with clause 14.12(c) of this Framework Agreement;

34.2.2 fails to comply with any other obligation under the Framework Agreement.

35. Limitation of Liability

35.1 Neither Party is liable to the other Party under the Framework Agreement for any:

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

35.1.2 indirect or consequential loss or damage.

35.2 But clause 35.1 does not exclude any liability of the Contractor for additional operational, administrative costs or expenses or wasted expenditure resulting from the Default of the Contractor.

35.3 The ability of either Party under the Framework Agreement for Defaults is limited to £1,000,000 per incident, or any greater / other sum as may be agreed with the Framework Public Body in the Call Off Contract terms and conditions.

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

35.4.1 death or personal injury caused by its negligence;

35.4.2 misrepresentation;

35.4.3 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

36. Insurance

The Contractor must effect and maintain with a reputable insurance company:

36.1.1 public liability insurance in the sum of not less than £1,000,000;

36.1.2 professional indemnity insurance in the sum of not less than £1,000,000

36.1.3 employer's liability insurance in accordance with any legal obligation for the time being in force

36.2 Such insurance must be maintained for the duration of the Framework Agreement and for a minimum of 5 years following the expiry or termination of the Framework Agreement.

36.3 The Contractor 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.

37. Dispute Resolution

37.1 The Parties must attempt in good faith to resolve any dispute or difference between them arising out of or in connection with the Framework Agreement, including any question regarding its existence, validity or termination, in accordance with the Management Arrangements.

37.2 Any dispute or difference arising out of or in connection with this Framework Agreement, including any question regarding its existence, validity or termination, which cannot be resolved in accordance with the Management Arrangements, shall be determined by the appointment of a single arbitrator to be agreed between the Parties, or failing agreement within fourteen 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 arbitration shall be Scotland. The language used in the arbitral proceedings shall be English.

37.3 Any arbitration under clause 37.2 is subject to the Arbitration (Scotland) Act 2010.

38 Severability

38.1 If any provision of the Framework Agreement 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 the Framework Agreement continue in full force and effect as if the Framework Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

39. Waiver and Cumulative Remedies

39.1 Any failure of either Party to insist upon strict performance of any provision of the Framework Agreement, 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 the Framework Agreement.

39.2 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 12. (notices).

39.3 The rights and remedies provided by this Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

40. Force Majeure

40.1 Neither Party is liable to the other Party for any delay in performing, or other failure to perform, its obligations under the Framework Agreement to the extent that such delay or failure is a result of Force Majeure. Nonetheless, each Party must use all reasonable endeavours to continue to perform its obligations under the Framework Agreement for the duration of such Force Majeure. However, if Force Majeure prevents either Party from performing its material obligations under the Framework Agreement for a period in excess of 6 months, either Party may terminate the Framework Agreement with immediate effect by notice.

40.2 Any delay or other failure by the Contractor in performing its obligations under the Framework Agreement which results from any failure or delay by a Contractor Representative is only to be regarded as due to Force Majeure if that Contractor Representative is itself impeded by Force Majeure from complying with an obligation to the Contractor.

40.3 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 40, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.

40.4 The only events that afford relief from liability for failure or delay under the Framework Agreement are Force Majeure events.

41. Disruption

41.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Framework Agreement it does not disrupt the operations of the Authority, its employees or any other Contractor employed by the Authority.

41.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Framework Agreement.

41.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Framework Agreement.

41.4 If the Contractor's proposals referred to in clause 41.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Authority may by notice terminate the Framework Agreement with immediate effect.

42. Termination Rights

42.1 The Authority may terminate the Framework Agreement by notice to the Contractor with immediate effect if the Contractor commits a Default and if:

42.1.1 the Contractor 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;

42.1.2 the Default is not in the opinion of the Authority, capable of remedy; or

42.1.3 the Default is a material breach of the Framework Agreement.

42.2 The Authority may also terminate the Framework Agreement:

42.2.1 in accordance with any provision of the Schedules;

42.2.2 in accordance with any provisions of the Standard Terms of Supply relating to the following activities:

42.2.2.1 entering, attending or occupying the Authority's premises;

42.2.2.2 making use of the Authority's property or information technology systems, or giving the Authority the use of the Contractor's property or information technology systems;

42.2.2.3 having dealings with the Authority's employees, Contractors, suppliers or contractors;

42.2.2.4 soliciting the Authority's employees;

42.2.2.5 making representations or giving professional advice to the Authority;

42.2.2.6 generating information for or giving information to the Authority;

42.2.2.7 receiving information from or holding information on behalf of the Authority; and

42.2.2.8 carrying out publicity or marketing activities;

42.2.2.9 where a Call-off Contract with the Contractor under this Framework Agreement has been terminated prior to the termination date of that Call-off Contract.

42.3 where, at any time before the term of the Framework Agreement, the Contractor or any person falling within the description set out in paragraph (2) of regulation 58 of The Public Contracts (Scotland) Regulations 2015 commits or is convicted of an offence referred to in paragraph (1) of that regulation.

42.4 The Authority may terminate the Framework Agreement if a Call-off Contract is terminated because of a Default by the Contractor.

42.5 The Authority may terminate the Contract in the event that:

(a) the 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;

(b) the Contractor 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

(c) the Contract should not have been awarded to the Contractor 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 Condition, 'the Treaties' has the meaning given in the European Communities Act 1972.

42.6 The Authority may also terminate the Framework Agreement in the event of a failure by the Contractor to comply in the performance of its obligations under the Framework Agreement with legal obligations in the fields of environmental, social or employment law.

43. Termination on Insolvency and Change of Control

43.1 The Authority may terminate the Framework Agreement with immediate effect by notice where in respect of the Contractor:

43.1.1 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 assignation for the benefit of, its creditors;

43.1.2 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);

43.1.3 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;

43.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

43.1.5 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;

43.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

43.1.7 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;

43.1.8 a debt relief order is entered into; or

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

43.2 The Authority may terminate the Framework Agreement by notice with immediate effect within 6 months of:

43.2.1 being notified that a change of Control has occurred in accordance with clause 30 (Assignation and Change of Control); or

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

43.3 But the Authority may not terminate the Framework Agreement under clause 43 where approval of the change of control has been granted by notice by the Authority.

44. Exit Management

44.1 The Contractor shall perform its relevant Exit Management obligations as part of the Framework whether applicable on either the expiry or early termination of this Agreement.

44.2 The Contractor agrees that if it breaches (or attempts or threatens to breach) its obligation to provide Exit Management, the Authority and their respective customers and stakeholders shall be irreparably harmed. In such circumstance, the Contractor agrees that the Authority may proceed directly to court notwithstanding anything to the contrary in the dispute resolution procedure outlined in Clause 37 (Dispute Resolution). If a court of competent jurisdiction finds that the Contractor has breached (or attempted or threatened to breach) any such obligation, the Contractor agrees that without any additional findings of irreparable injury, or other conditions to interdict, the Contractor shall not oppose the entry of an appropriate order compelling performance by the Contractor and restraining the Contractor from any further breaches or attempted or threatened breaches of its obligations in relation to Exit Management.

44.3 A draft of the Exit Plan shall be produced by the Contractor and supplied to the Authority within three (3) months after the Commencement Date and shall include or address the matters specified in Clause 44.4. The Authority shall provide to the Contractor the Authority's comments on the plan within one (1) month of the Authority's receipt of the plan. The Contractor shall take into account the comments and suggestions of the Authority and shall issue the final version of the Exit Plan to the Authority within ten (10) Working Days of receipt of the Authority's comments.

44.4 The Contractor shall throughout the period of the Agreement review, maintain and continuously update the Exit Plan which shall include:

44.4.1 the activities required to enable the Authority to re-tender the Authority Requirements and/or the provision of the Services;

44.4.2 the activities necessary to support any Replacement Contractor or the Authority in carrying out any necessary due diligence relating to all or part of the Services;

44.4.3 details of the Exit Management to be provided by the Contractor prior to the Exit Management Date;

44.3.4 support for the Replacement Contractor or the Authority during their preparation of any relevant plan for the transition of the System to the Replacement Contractor or Authority, including prior to and during such transition period;

44.4.5 the maintenance of a 'business as usual' environment for the Authority during the period when Exit Management obligations are applicable; and

44.4.6 all other necessary activities to support the preparation for, and execution of, a smooth and orderly Exit Management and transfer of all or part of the Services to either a Replacement Contractor or the Authority.

44.5 No amendment of the Exit Plan shall be made without prior written consent of the Authority

45. Compliance with the Law and Changes in the Law

45.1 The Contractor shall, in complying with all obligations incumbent upon it in terms of the Framework Agreement or any other contract with the Authority, comply in all respects with, and shall ensure that the Contractor's agents, employees and representatives whomsoever comply with the Law.

45.2 Without prejudice to the generality of sub-clause 1 above (general compliance with the Law provision), the Contractor must not unlawfully discriminate against any person in terms of the Equality Act 2010 in its activities relating to the Framework Agreement or any other contract with the Authority.

45.3 The Contractor shall take all reasonable steps to ensure the observance of the provisions of sub-clause 1 above by all of their servants, employees, agents, consultants and sub-contractors.

45.4 If the cost to the Contractor of the performance of its obligations under the Framework Agreement shall be increased or reduced by reason of the making after the date of the Framework Agreement of any relevant Law that shall be applicable to the Framework Agreement the amount of such increase shall be borne by the Contractor.

46. Offences

46.1 The Contractor must not commit or attempt to commit any offence:

46.1.1 under the Bribery Act 2010;

46.1.2 of fraud, uttering, or embezzlement at common law; or

46.1.3 of any other kind referred to in regulation 58(1) of the Public Contracts (Scotland) Regulations 2015.

46.2 Breach of clause 46.1 is a material breach for the purposes of clause 42 (Termination Rights).

47. Tax Arrangements

47.1 Where the Contractor 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.

47.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this Framework Agreement, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

47.3 The Authority may, at any time during the term of this Framework Agreement, request the Contractor to provide information which demonstrates how the Contractor complies with sub clauses 47.1 and 47.2 above or why those clauses do not apply to it.

47.4 A request under sub-clause 47.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

47. 5 The Authority may supply any information which it receives under clause 47 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.

47.6 The Contractor shall take all reasonable steps to ensure the observance of the provisions of this clause 47 by all of their servants, employees, agents, consultants and sub-contractors.

47.7 Where the Contactor enters into any sub-contract with any of its servants, employees, agents, consultants and/or sub-contractors, the Contractor must ensure that a provision is included which is in the same terms as this clause 47 subject only to modification to refer to the correct designation of the equivalent party as the Contractor.

48. Blacklisting

48.1 The Contractor 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 Data Protection Laws 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 the Framework Agreement.

49. Conflicts of interest

49.1 The Contractor 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 Contractor and the duties owed to the Authority under the Framework Agreement.

49.2 The Contractor 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.

49.3 Breach of this clause by the Contractor is a material breach for the purposes of clause 42 (Termination Rights).

50. Consequences of Expiry or Termination

50.1 Where the Authority terminates the Contractor's interest in the Framework Agreement under clause 42 (Termination Rights) and makes other arrangements for the supply of Services, the Contractor indemnifies the Authority against all costs incurred in making those arrangements.

50.2 The termination of this Framework Agreement in accordance with clause 42 (Termination Rights) and/or clause 43 (Termination on Insolvency and Change of Control) or its expiry shall not affect the accrued rights of either party.

50.3 Following the service of a termination notice, the Contractor shall continue to perform its obligations in accordance with the provisions of this Framework Agreement until termination.

50.4 The following provisions survive the expiry or termination of this Framework Agreement

50.4.1 clause 1 (Definitions and Interpretation);

50.4.2 clause 8 (Award Procedures);

50.4.3 clause 10 (Official Secrets Acts);

50.4.4 clause 13 (Recovery of Sums Due);

50.4.5 clause 14 (Data Protection);

50.4.6 clause 15 (Freedom of Information);

50.4.7 clause 16 (Authority Protected Information);

50.4.8 clause 17 (Contractor Sensitive Information);

50.4.9 clause 18 (Audit [and Records Management]);

50.4.10 clause 19 (Publicity);

50.4.11 clause 21 (Offers of Employment);

50.4.12 clause 23 (Information about Contractor Employees);

50.4.13 clause 26 (Parties pre-existing Intellectual Property Rights);

50.4.14 clause 27 (Specially created Intellectual Property Rights);

50.4.15 clause 28 (Licences of Intellectual Property Rights);

50.4.16 clause 29 (Claims relating to Intellectual Property Rights);

50.4.17 clause 33 (Warranties and Representations);

50.4.18 clause 34 (Indemnity);

50.4.19 clause 37 (Dispute Resolution Procedure);

50.4.20 clause 39 (Waiver and Cumulative Remedies);

50.4.21 clause 47 (Tax Arrangements);

50.4.22 this clause 50 (Consequences of Termination); and

50.4.23 clause 52 (Governing Law and Jurisdiction).

50.5 Immediately upon termination of the Framework Agreement for any reason whatsoever the Contractor shall render such reasonable assistance to the Authority or third party nominated by the Authority, if requested, as may be necessary to effect an orderly assumption by a Replacement Contractor of the Services previously performed by the Contractor under the Framework Agreement. The Contractor shall be entitled to charge for such termination services in accordance with the amount of costs, damage and loss incurred or suffered by the Authority as a result of the termination which may be recovered by the Authority from the Contractors and shall included (but not be restricted to):-

any additional operational and administrative costs and expenses incurred by the Authority by virtue of such termination of the Framework Agreement;

the costs and expenses incurred by the Authority in providing, or procuring that another body provide, the Framework Agreement Services on a temporary basis until the completion of a re-tendering process; and

the costs and expenses incurred by or on behalf of the Authority in performing the re-tendering process.

50.6 On expiry or termination of the Framework Agreement the Contractor must:

50.6.1 immediately return to the Authority all Authority Property and Authority Protected Information in its possession; and

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

51. Entire Agreement

51.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with herein. This Framework Agreement 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).

51.2 In the event of, and only to the extent of, any conflict between the clauses of this Framework Agreement, the Schedules and any document referred to in this Framework Agreement, the following order of precedence applies:

51.2.1 the clauses of this Framework Agreement;

51.2.2 the Standard Terms of Supply;

51.2.3 the other Schedules; and

51.2.4 any other document referred to in the clauses of this Framework Agreement.

52. **Governing Law and Jurisdiction**

This Framework Agreement is governed by and interpreted in accordance with Scots law and, subject to clause 37 (Dispute Resolution), the Parties submit to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents typewritten on this and the number of pages before this page preceding pages together with the 5 Schedules annexed hereto are executed as follows:

SIGNED for and on behalf

of the Scottish Ministers

At.....

On.....

Signature..... Redacted

Full name ..... Redacted

Position .....

Address.....

SIGNED for and on behalf of

STREAMLINE CORPORATE LTD

At.....

On.....

Signature..... Redacted

Full name.....Redacted

Position.....

Address.....

In the presence of

Signature..... Redacted

Full name ..... Redacted

Address.....

In the presence of

Signature..... Redacted

Full name..... Redacted

Address.....

This and the following **27** pages comprise Schedule 1 to the Framework Agreement between the Scottish Ministers and STREAMLINE CORPORATE LTD

SCHEDULE 1 – STATEMENT OF REQUIREMENTS

Print & Associated Services - Reference No SP-18-001

GENERAL STATEMENT OF REQUIREMENTS FOR PRINT & ASSOCIATED SERVICES

SCHEDULE 1 – SPECIFICATION AND SERVICE LEVELS

PURPOSE

1. The Print Framework Agreement is for the provision of Print & Associated Services. The Authority requirement is divided into three (3) distinct Lots set out below:

Lot 1 - will require the Contractor(s) to provide Litho / Digital Printing Services
Lot 2 - will require the Contractor(s) to provide Specimen Bags
Lot 3 - will require the Contractor(s) to provide Special Labels

2. The key objectives of this Framework Agreement are to:

- consistently deliver a service to excellent quality standards;
- deliver a value for money service;
- meet a wide range of customer requirements in a secure, open and honest manner;
- meet deadlines required by the Framework Public Body; and
- continuous improvement throughout the term of the Framework Agreement.

LOT 3 - CORE REQUIREMENT FOR SPECIAL LABELS

3. The Contractor shall be required to provide a range of services in relation to special label print services. NHS Boards will order on an ad-hoc basis as and when a requirement arises or may award a call off contract to a Contractor for all or certain elements of their organisation's print requirement, for a period/duration. For duration call-off contracts, NHS Boards are required to use the Contract exclusively for the scope of their requirement.

4. The Contractor shall be required to deliver the full scope of the services listed herein whether that be via an in-house capability or by means of sub-contracting. The Contractor shall propose the best Value for Money solution for all print requirements.

5. The Specification is Performance/Output based and as such focuses on the function of the Goods and Services required.

6. The Specification is built around a description of what the requirement is rather than a description of how it should be delivered and welcomes innovation in the market place, thereby, allowing and encouraging the Contractor to propose modern, sustainable solutions throughout the term of the Framework Agreement.

Production Management

7. The Contractor shall provide a Production Management Service, offering advice and assistance regarding the most cost effective method of delivering a Job to meet the required purpose.

Print Production

8. The Contractor must be able to provide as a minimum the following items in varying volumes:

- Plain label with vertical face slits;
- Pre-printed label with horizontal and vertical face slits;
- Pre-printed label – numbering across the web;
- Plain label;
- Labels with tamper evidence.

9. The Contractor must be able to provide, as a minimum, the paper below, in such volumes and timescales as requested by the Framework Public Body:

- Plain label;
- Pre-printed label with horizontal and vertical face slits;
- Pre-printed label – numbering across the web;
- Plain label.

10. The Contractor must be able to provide, as a minimum, additional processes as detailed below:

- Production of labels with glue to withstand -40 degrees Celsius;
- Production of labels with a waterproof property, both pre-printed and blank for onsite printing;
- Production of labels complying to ISO 10993-17:2002 (or equivalent);
- Production of labels with barcodes complying with International Society of Blood Transfusion (ISBT) 128.

11. The Contractor must provide printed bar codes which meet the standards stipulated by the ICCBBA.

12. The Contractor must work to the standards for medical labels in accordance with the ICCBBA & Medicines and Healthcare Products Regulatory Agency (MHRA).

13. Print requirements shall include finishing, storage, stock call off arrangements and distribution.

Stock Holding

14. The Contractor shall be able to provide a stock holding and stock call off facility for all finished goods. The cost for stock holding, where required, shall be included in the total cost of the Print job.

Fulfilment and Distribution Services

15. The Contractor shall hold, update and make available on request standard distribution lists used by the NHS Boards. These lists shall be used to distribute, on demand, printed materials produced and shall be available to the NHS Boards at all times.

16. The Contractor shall prepare documents for distribution, copying, addressing, labelling, packaging and placing in external and internal transit envelopes as necessary to meet the requirements of the NHS Boards. The output must be delivered by the

Contractor to the Framework Public Body's nominated address(es), adhering strictly to any restrictions or special security measures which are advised to the Contractor by the Framework Public Body.

17. The Contractor must prioritise the supply of Orders appropriately.

18. The Contractor shall be advised on a Job-by-Job basis which lists are to be used for distribution purposes. The Contractor shall also be notified of any additional addressee details for specific projects. For each Job, the Framework Public Body shall notify the Contractor of the number of copies to be sent to each addressee where this is more than one copy otherwise the Contractor shall assume that one copy only per addressee is to be sent.

SCHEDULE 1A - GENERAL SERVICE REQUIREMENTS

1. The Contractor shall provide the service during normal working hours between 0900 and 1700 hours daily, Monday to Friday, excluding Public and Bank Holidays, unless otherwise instructed by the Framework Public Body in the Order Form to deliver a service out with normal working hours.

2. The Framework Public Body may require the Contractor to provide services on Bank and Public Holidays, weekend, evenings or overnight as well as a normal working week. The Contractor shall be required to provide up to date contact details for out of hours for key personnel, including any sub-contractors.

3. Frequently work comes through at very short notice with tight deadlines and delivery required at disparate geographical locations throughout the UK. The Contractor may therefore be required to schedule Jobs at short notice and outside normal working hours. The Contractor shall be flexible with a can-do approach and be able to respond to tight deadlines as required.

4. The Contractor must work directly with the Framework Public Body to ensure that the purpose, output, quantities, deliverables and production schedules of each Job are fully specified, that procedures are followed and that all Jobs are managed through to completion.

PRICING

5. All Services will be supplied in line with the rates set out in Schedule 2 of the Framework Agreement. The rates are Maximum and the Contractor may not unilaterally increase the rates in the Pricing Schedule, but nothing in this Framework Agreement prevents the Contractor from improving on the rates in the Pricing Schedule for the purposes of a Call-off Contract. Call-off Contract Award procedures are detailed in Schedule 3.

6. Each quotation must be clearly presented and include a complete price breakdown which includes pricing in accordance with the Pricing Schedule. The Contractor must keep the Framework Public Body regularly informed of progress and ensure that authorisation is recorded at key stages of the process. The Contractor shall accept Job specification changes only when these are advised by the Framework Public Body in writing.

ORDERING

7. Orders may be placed as a single, one off order or via a contractual arrangement for a period/duration as set out by the Framework Public Body in the Call Off Contract. Framework Public Bodies conducting a call-off contract for a period/duration must use the contract exclusively for the scope of their requirement.

8. The Contractor shall be available to accept Orders on every Working Day and provide the Framework Public Body with a point of contact to deal with any queries during the same period.

9. The Authority requires the Contractor to provide order acknowledgement to the Framework Public Body in all instances and where the Framework Public Body subsequently cancels an Order, the contractor should acknowledge receipt of such cancellation.

DELIVERY

10. The Contractor shall normally be required to make deliveries to a Framework Public Body site on a Working Day. Deliveries will not normally be accepted on Saturdays, Sundays or Public Holidays unless previous notification is given and approved by the Framework Public Body.

11. The Contractor must provide the service to any specified location within Scotland; there may be a requirement to delivery goods outside of Scotland dependent on the requirement e.g. delivery to a Trade Event in England which will be specified on the Order.

12. Postage shall be on the basis of 2nd Class delivery, unless otherwise agreed with the Framework Public Body For remote locations e.g. Highlands & Islands, the Contractor must specify timings of delivery's.

13. All deliveries must be in sound condition, securely packaged and distinctly marked with the Contractor's identification and the full address of the recipient of the Order, or with the labelling requested by the Framework Public Body. The Contractor may be required to make deliveries on tail lift vehicles.

14. For all Orders, the Contractor shall obtain a signature at the point of delivery from an authorised member of the Framework Public Body's staff to acknowledge the number of parcels received. Any special requirements relating to acceptance of a delivery of an Order will be advised by the Framework Public Body.

15. Where applicable, the Contractor shall adhere to United Kingdom and EU legislation for the disposal of packaging.

16. The Contractor shall minimise the amount of packaging required for safe delivery of the goods and also prove how they are doing this by stating upon request what each piece of packaging is needed for and whether it comes from recycled / sustainable sources.

17. The Contractor shall be aware that Framework Public Body delivery points may differ in size and accessibility and that delivery will have to accommodate the individual delivery points handling requirements. Any special requirements relating to delivery will be advised by the Framework Public Body in the Call Off Contract and the Contractor must adhere to the delivery specifications.

18. Where requested by the Framework Public Body in the Call off Contract, the Contractor shall provide, and remove, all pallets, containers and cages as required.

19. Delivery of products may be required to point of use, within the agreed delivery lead times. Details of these requirements will be set out in the Framework Public Body's Call-Off Contract.

20. Deliveries must be made at times as specified in the Framework Public Body's Call-Off Contract.

21. A delivery advice note must be supplied by the Contractor.

22. The Contractor when planning their scheduled delivery routes will do so taking into account the most environmentally efficient option that minimises carbon emissions

QUALITY

23. The Contractor shall operate to top quality print production and finishing and must have robust quality control processes in place.

24. All Services supplied must be fit for purpose and of a quality acceptable to the Framework Public Body. If at any time during the Contract the quality of supply for any product or Service is found to be unacceptable, the Contractor shall provide a replacement item or service acceptable to the Framework Public Body at no additional cost.

RETURNS

25. If the Contractor fails to supply the correctly ordered products, or in the quantity required, the Contractor is required to deliver to the Framework Public Body the correct products within a timescale agreed by the Framework Public Body.

26. The Contractor should note that the Framework Public Body may have no facility to return Goods. If a Contractor responds to a correctly placed Order by sending faulty, incorrect products or the wrong quantity, the Framework Public Body will not pay for those Goods. The Framework Public Body will advise the Contractor of any incorrect Goods within an agreed timescale and the Contractor shall retrieve those products at their own expense and at a time suitable to the Framework Public Body.

HEALTH AND SAFETY

27. The Contractor shall comply with all of the Framework Public Bodies' health and safety policies, procedures and systems. In addition to the Health & Safety at Work Act 1974, the Contractor shall comply with all statutory instruments, orders, rules & regulations made there under, and all relevant bylaws, regulations, rules or orders made by any appropriate local or regulatory authority or body.

28. The Contractor shall have a health and safety management system that complies with all relevant and current health and safety legislation. This must contain an up-to-date general policy statement signed on behalf of the Contractor.

29. It is expected that sound risk assessment methodology shall be applied to all work activities that the Contractor undertakes in discharging the Framework.

SUSTAINABILITY/ENVIRONMENTAL

30. The Contractor should consider the Scottish Ministers sustainable development strategy and ethical policy with respect to the delivery of this Framework. The Contractor's policies and processes will support the Scottish Ministers 'Greener Scotland' strategic objective including: a proactive approach to sustainable consumption and the efficient use of resources; consideration given to social and environmental consequences; policies which ensure that business activities have a direct positive impact on climate change and energy; and policies which encourage natural resource protection and environmental enhancement. Further details of the Scottish Ministers policies in this area can be found at the following links:

http://www.scotland.gov.uk/Topics/sustainabledevelopment

http://www.scotland.gov.uk/Topics/Government/Procurement/policy/corporate-responsibility

http://www.scotland.gov.uk/Topics/Government/18823/GreenGovCon/Policy

31. Specifically, the Contractor shall ensure that they work in a manner which minimises the impact on the environment, taking account of Scottish Ministers' Policy and WRAP Guidelines. For information, the current requirements are as follows:

31.1 Efficiency in paper use: all publications prepared by the Contractor are produced wherever possible on recycled paper containing 75% recycled content. The Contractor must adhere to the Framework Public Body's requirements on recycled or otherwise certified copying paper;

31.2 The purchase of sustainable items and products. The Contractor shall work with the Framework Public Bodies to minimise the use of plastic and where requested offer a price for non-plastic packaging;

31.3 The purchase of biodegradable or recyclable disposables and packaging (minimising the use of plastic) with all cardboard packaging consisting of at least 80% recycled material. Primary packaging parts shall be easily separable into mono-material parts to aid effective waste management;

31.4 The efficient use of energy and water;

31.5 The avoidance of products containing ozone depleting substances and sprays containing propellants;

31.6 The correct use of all on-site waste management facilities through normal staff activity;

31.7 The use of alternative-fuelled technology in vehicles used by contractor's local management;

31.8 The use of alternative-fuelled technology in vehicles used by the Contractor's delivery vehicles;

31.9 The agreement of procedures with the Contractor to ensure engines are switched off when stationary on the Framework Public Bodies' premises for longer than two minutes;

31.10 The carbon footprint must be considered when sourcing materials. Full details of any cost implications need to be provided to the Framework Public Body prior to purchase;

31.11 Increased use of public transport. Meetings to be held in locations to minimise travel and close to public transport links;

31.12 Reduction of face to face meetings by using email, audio, web and video conferencing;

31.13 Contractor shall adhere to the Climate Change (Scotland) Act which aims to reduce carbon emissions and work towards the objectives contained therein;

31.14 The use of chemicals, sealants, inks and materials should, as far as possible be environmentally friendly and come from sustainable sources;

31.15 Maximising the use of vegetable based inks and reducing the use of inks which contain volatile organic compounds (such as isopropyl alcohol) and heavy metals.

ETHICAL REQUIREMENTS

32. The Scottish Government is committed to sustainable procurement and to this end the Contractor is required to have appropriate standards for it's organisation and it's Supply Chain regarding legal, ethical and social issues and therefore required to use ethically sourced products in the provision of the required goods and services.

33. The Contractor will perform its obligations in accordance with the Authority's, and Framework Public Bodies ethical sourcing policy, which is to promote appropriate standards regarding legal, ethical and social issues including, for example, health and safety, security of employment rights, equality, corruption and fair trade, in particular in developing or countries with low production costs.

34. The Contractor shall comply with and include in any sub-contract arrangements, all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015. The Contractor shall:

34.1 maintain throughout the Framework, its own policies and procedures to ensure it's ethical compliance;

34.2 not engage, in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

34.3 as part of its audit process, implement reasonable due diligence and reasonable monitoring procedures for its sub-contract arrangements to ensure that there is no slavery or human trafficking and that such arrangements comply with the Ethical Requirements. The Framework Public Body shall approve such due diligence procedures. The Contractor shall provide any such information as the Framework Public Body requires in relation to the Contractor's and Sub-Contractor's compliance with these Framework Terms.

34.4 notify the Authority as soon as it becomes aware of any actual or suspected slavery or human trafficking and/or breach of the Ethical Requirements in the supply chain which has any connection with the Framework or any call-off arrangements.

34.5 provide information as the Authority requires in theMonthly Performance Report, relating to their and their Sub-Contractors' compliance with Ethical Requirements provided that such information in in the possession or control of the Contractor.

34.6 comply with all applicable laws, statutes, regulations and codes relating to anti- bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements). The Contractor shall:

34.7 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 and 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK

34.8 Have and maintain in place throughout the Framework 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;

34.9 Promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of the Framework;and

34.10 Immediately notify the Purchaser (in writing) if a foreign public official becomes an officer or employee of the Contractor or acquires direct or indirect interest in the Contractor and the Contractor warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the Commencement Date of the Framework.

35. The Contractor shall ensure than any person associated with the Contractor who is performing the Services or providing goods in connection with the Framework 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 Contractor (Relevant Terms). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Purchaser for any breach by such persons of any of the Relevant Terms.

36. Breach of paragraphs 77 to 79 shall be deemed to be a material breach for the purposes of Clause 42 (Termination on Default).

CONTRACT MANAGEMENT

37. The Framework Agreement shall be managed strategically by the Authority and any call-off requirement or contract will be managed directly by the Framework Public Body as detailed in Schedule 4 of the Framework Agreement. This arrangement contains a number of mechanisms for ensuring that the Authority can effectively manage the Print & Associated Services Framework Agreement.

38. The Contractor shall ensure that Goods and Services being provided through the Print & Associated Services Framework Agreement are actively managed through service and account management processes, procedures, associated systems and data.

SERVICE LEVEL INDICATORS

39. The Service Level Indicators (SLIs) for this Print & Associated Framework Agreement are set out in Schedule 1, Annex A of the Framework Agreement. The Contractor shall set up processes to monitor its performance against the agreed SLIs in order to report to the Authority. The Contractor shall at all times ensure compliance with the standards set by the SLIs.

40. The Contractor’s achievements against targets and SLIs shall be reviewed annually during contract review meetings where appropriate.

41. Customer surveys will be conducted periodically to enable performance reviews to take place.

MANAGEMENT INFORMATION REPORTING

42. The Contractor shall, at no charge to the Authority, submit to the Authority complete and accurate Management Information in accordance with the provisions of the Framework Schedule 1, paragraphs 68 and 69.

43. The Contractor grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to use and to share with any Other Framework Public Bodies any Management Information supplied to the Authority for the Authority's normal operational activities including administering this Framework Agreement and Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

44. The Contractor shall be required to submit reports in accordance with the timescales identified in Schedule 1, paragraph 68 of the Framework Agreement.

45. In additional to the management information reports to be provided to the Authority, the Contractor shall be required to submit management information reports as detailed in the Framework Public Body's Call-Off Contract.

46. The Authority reserves the right to change the format of any report throughout the Framework Agreement and will agree such changes with the Contractor. All changes will be implemented within one month of agreement between the Authority and the Contractor. This does not relate to specific Framework Public Body reports.

47. All management information must be presented electronically.

48. The information requirements of the Authority will develop through the lifetime of the Framework Agreement. The Contractor shall cooperatively meet those developing needs promptly and at no extra cost.

49. The Contractor shall maintain, prepare and submit **within 5 days after each calendar month end** to the Authority's Framework Manager, a Monthly Management Report, and split into two parts.

49.1 Part 1 of the Management Report shall include, but not be limited to the following:

- Spend per Framework Public Body;
- Percentage of requirements sub-contracted;
- Total spend per sub-contractor;
- Number of mini-competitions tendered;
- Number of successful mini-competitions;
- Number of mini-competitions not tendered for;
- Number of direct awards;
- Number of each label ordered, and value of order;
- Contractor performance against agreed service levels;
- reportable complaints received, number of dates to resolve and action taken;
- reportable incidents, near misses and other health and safety matters;
- sustainable procurement measures and achievements – sustainable/environment/corporate & social, i.e. community benefits;
- Sub-Contractor Payment timescales;
- All associated storage costs broken down by:

- Sector
- individual Framework Public Bodies

49.2 Part 2 of the Report shall include but not be limited to the following information for each Call Off Contract awarded by the Framework Public Bodies via the Framework Agreement:

- Name of Framework Public Body;
- Start Date of Call off Contract;
- End date of Call off Contract;
- Description of Product Types ordered, i.e. Brochures, Booklets;
- Price (ex VAT) per call off Contract;
- Date of Invoice per call off Contract;
- Saving call-off Contract (where known).

50. The Contractor shall put forward, at annual review meetings, recommendations with regard to service and quality improvements, innovations which can offer added value, efficiencies and savings in print supply. This shall take into account the on-going changes to Government Legislation and Government initiatives.

SECURITY

51. The Contractor shall deliver the full scope of the requirement in accordance with the Framework Public Body's security requirements (e.g. management of politically sensitive/confidential information pre-publication and must ensure that it is stored securely at all time, security requirements whilst on their premises; security requirements when handling, storing and distributing work and in secure data transfer of work). For electronic transfer, any information carrying a protective marking such as "official", "secret" or "top secret" **must** be encrypted and able to be dealt with off-line.

52. The Contractor shall be able to isolate the development of materials within their premises to ensure that only nominated staff directly involved are exposed at any given time. All such staff shall be expected to sign and abide by non-disclosure agreements (NDAs). Similarly, any work placed with the Contractor's sub-contractors will be subject to NDAs. The Contractor shall be responsible for ensuring that any such sub-contractors have a similar and agreed level of security in place prior to work being placed with them. Contractor staff must display security passes at all times when on the Framework Public Body's premises.

53. As and when required the Contractor shall store all appropriate material in a secure area that only the Contractor's authorised personnel shall be permitted access to. The Contractor shall ensure that all files and electronic material be stored securely with appropriate separately located back-ups and that final, editable files should be returned to the Framework Public Body at the conclusion of the work.

54. Security not only includes physical security (all entrances to storage and distribution facilities to remain locked when unmanned) but appropriate secure features in delivery of tasks such as, but not restricted to, substrates, inks, methods of processes including specialist bar coding or numbering, split ducting, UV sensitising or chemical coating and systems of secure conduct.

55. The Contractor shall be responsible for adhering to any restrictions or special security measures advised by the Framework Public Body. Contractor staff must carry and display passes at all times when on the Framework Public Body's premises and comply with any policies and procedures.

INVOICING PROCEDURES

56. The Framework Public Body shall be responsible for paying their own invoices.

57. In the event that an invoice is queried, the Contractor and the Framework Public Body shall undertake to resolve the issue within 3 working days of the dispute having arisen. Where it is not resolved within this period of time, the issue shall be escalated to the Framework Contract Manager and Contractor's Account Manager.

58. All Framework Public Bodies will be set up as individual accounts and be responsible for receiving and paying their own invoices as well as pursuing outstanding debt.

59. No advanced payment requests shall be considered by the Framework Public Body. Payment can only be made after satisfactory completion of the Service and following submission of an accurate invoice.

60. The precise format of invoices will be agreed between individual Framework Public Bodies and the Contractor following the award of the Call Off Contract. However as a minimum, each invoice submitted must include details relating to the Framework Public Body's order including but not limited to:

- cost centre code and purchase order number (where applicable);
- date;
- contact details (name, telephone number and e-mail address);
- description of service;
- detailed breakdown of cost;
- net cost;
- VAT rate (where applicable);
- gross cost;
- a billing schedule.

61. It is likely that all ordering and potentially some invoicing will be processed through the Framework Public Bodies' e-Procurement system. The Contractor shall work with Framework Public Bodies employer to identify the most appropriate ways of trading electronically and developing e-trading for this Framework. Further information about the systems used by Framework Public Bodies (PECOS & EASEbuy) and e-Procurement Scotland programme can be found at http://www.eprocurementscotland.com .

SUB CONTRACTOR ARRANGEMENTS

62. Where the Contractor's nominated Sub-Contractors are unable to supply to the quality, range or price required by the Framework Public Body, the Contractor shall source the products and services from alternative Sub-Contractors who can demonstrate the appropriate skills in delivery. Any failure to provide the Ordered Service or products due to Sub-Contractor non-performance shall not be acceptable and alternative supply source must always be available.

63. Where the Contractor nominates Sub-Contractors to assist with delivery of a service and or product, the Contractor shall demonstrate Value for Money in sub-contractor procurement.

CRISIS, POLITICAL RISK AND ISSUE MANAGEMENT

64. The Contractor shall be required to provide the Framework Public Body with contingency and risk planning both on a proactive and reactive basis. The Contractor must demonstrate evidence within their proposal of a robust process for the management of crisis situations which shall include an ability to react quickly & efficiently to a range of crisis' across the Framework whether it is a situation of their own making (e.g. failed delivery; technological failure; sub-contractor failure; unacceptable print; etc.) or a Framework Public Body issue (e.g. ministerial requirement; last minute text changes; etc.).

BUSINESS CONTINUITY/DISASTER RECOVERY & CYBER RESILIENCE

65. The Contractor shall have in place appropriate and relevant Business Continuity and Disaster Recovery Plans, policies and procedures in respect of any applicable services offered under the Framework Agreement. The Authority/Framework Public Body may ask the Contractor to provide a copy of their Business Continuity Plan at any time during the period of the Framework Agreement.

66. The Contractor should also refer to procedures or activities carried out to mitigate against cyber-attack and crime using online technologies. The Contractor should refer to the UK Governments Cyber Essentials Scheme and consider the information included within the scheme.

67. These plans and procedures must be available on request by the Authority or other Framework Public Body.

COMMUNITY BENEFITS

68. To the extent it has not already done so the Contractor shall support and shall ensure that it's supply chain also support the Scottish Government's Community Benefits Initiative. The relevant statutory guidance can be found at the link below for further information.

Guidance under the Procurement Reform (Scotland) Act 2014

eCommerce

69. The effective use of technology is at the heart of procurement reform and Scottish Procurement is leading a number of core initiatives to ensure that public procurement delivers value for money and contributes to the Scottish economy.

70. The Scottish Government's eCommerce Shared Service brings together all the steps involved in doing business with the public sector in Scotland. It is a collaborative electronic environment, that promotes improved capability across public procurement in Scotland. As well as enabling business to be conducted more simply, consistently and effectively, it plays a key strategic role in delivering and sustaining procurement benefits and best practices. The use of technology presents greater opportunities for procurement managers to influence business by streamlining and standardising procurement process, delivering more effective contracts, monitoring procurement activity and collaborating more effectively.

71. The eCommerce Shared Service delivers Purchase-to-Pay (P2P) capability through the following systems:

a. PECOS P2P system provides a consistent interface to suppliers through standard order, receipt and invoice functionality. It enables business workflows and audited approval processes to be implemented to ensure compliance to procurement and finance guidelines.

b. Catalogue Content Management (CCM) hub hosts electronic catalogues for contracts at national, sectoral and local level. It increases compliance to contracts, drives out appropriate contract management information and embeds standard procedures and processes. The hub allows suppliers and procurement teams to easily manage the upload, validation, approval and publication of electronic catalogues for use by public sector bodies. The hub also enables the distribution of catalogues in a variety of formats, such as the PECOS P2P catalogue file, to allow the upload of catalogues into different P2P systems.

72. PECOS P2P has been deployed to approximately 100 Scottish public sector Contracting Authorities including local authorities, central government, NHS, universities and colleges. CCM is currently being used by the procurement Centres of Expertise and a number of individual Contracting Authorities to manage the approval of catalogues and access to catalogues.

73. Further information regarding the eCommerce Shared Service and the solutions they manage can be found at:

http://www.gov.scot/Topics/Government/Procurement/eCommerce

74. PECOS P2P and CCM provide a number of key benefits to the Contractor:

a. standard and consistent interfaces to the public sector in the presentation of catalogues, the receipt of purchase orders and payment mechanisms (including eInvoicing and Purchase Cards);

b. where P-Cards are utilised, suppliers can receive payment in 3-4 days from when the goods are dispatched from warehouse; where catalogues are used, the supplier only needs to amend content once and it then flows to all Contract Authorities using that catalogue;

c. receipt of accurate and standard purchase orders which should reduce the number of invoice mismatches; and

d. development of eCommerce capabilities to support further business opportunities.

75. Supplier eEnablement is the process of enabling suppliers to conduct business electronically through the eCommerce Shared Service A clear and consistent approach is used by the Service in the e-enablement of suppliers to remove duplication of effort and mixed messages.

76. There are a number of different options available to suppliers in the provision of content, transmission of orders and payment of goods/services.

Content Options

77. Most P2P systems support the following options for capturing and displaying products and services.

a. eCatalogue **-** An electronic Catalogue is typically a excel spread sheet that contains specific information about products or services including product descriptions, product codes, pricing, images, units of measure, UNSPSC codes, contract reference number as well as other relevant details relating to warranties, environmental credentials etc.

A number of Scottish Public Sector organisations utilise the Scottish Government CCM tool to create and manage e-catalogues. Further information can be accessed through the following link

http://www.gov.scot/Topics/Government/Procurement/eCommerce

b. Punch-Out Site **-** A Punch-Out site is a supplier specific online transaction website which can be configured to provide a micro-site that displays items that are specific to the Framework/Contract.

Punch out is preferable where:

- There is a significant volume of products provided;
- The products have configurable specifications, such as computers or furniture;
- The products have frequent price changes; or
- Where the content to be provided is of a specialist nature.

It will be the supplier's responsibility to create and maintain the Punch-Out site and arrangements will be put in place to ensure that the products/services displayed are regularly checked for accuracy. Where a transactional website has already been developed by the supplier, PECOS P2P shall connect to this website allowing users to create a shopping basket and bring back the details to complete the requisition within PECOS P2P.

The supplier will be required to maintain price and product data in accordance with that agreed in the Framework.

Bidders should note that most P2P solutions support Punch-out and any costs associated will be communicated to the successful bidder by the appropriate Scottish public body. An example of a CXML connection cost – PECOS is £1300.00 per connection.

The successful supplier will be required to provide the URL to access the punch-out site

c. Non-Catalogue - allows requisitioners to enter free-text requisitions where none of the above content options are available.

Upon contract award, it is critical that the catalogue content, order and invoice transmission options are in time for the commencement date across the Scottish Public Sector.

78. If there is a requirement for catalogues to be provided the following key activities should be considered by the supplier and the contracting authority when implementing a new Framework/Contract. Sufficient time should be factored into the implementation phase prior to commencement of the contract. The steps below indicate the tasks requiring to be completed

Supplier

- to prepare catalogue content;
- to configure and test the connection and/or cXML PO transmission (if required) from other P2P systems in use;
- Agree timescales for public bodies to carry out end-to-end testing for their P2P systems;
- Agree timescales for making any necessary changes from the testing period.
- Test PO and transmission option with P2P systems

Buyer

- to Upload, validate and approve the eCatalogue in CCM to ensure that it is fit for purpose;

Purchase Order Transmission Options

79. There are a variety of options across the Scottish Public Sector for transmitting Purchase Orders. Each Scottish public sector body will provide information to the successful bidder in regards to the option(s) they prefer, Where the supplier cannot support the preferred option, the public body will work with the supplier to review other options available or to assist them with transition to the preferred option. The main options are listed below.

a. cXML PO is sent directly to a supplier's back office system. This allows the order to be automatically captured by the supplier's system, thereby removing the need to manually enter the order and reducing potential errors.

There is likely to be a charge to configure cXML ordering. In the case of PECOS this one off charge £1,300 will cover all connections required across the Scottish Public sector organisations that use PECOS however this may not be the same position for cXML charges to other P2P systems. Any costs associated from other systems will be communicated to the successful bidder by the relevant Scottish public sector body.

b. pdf E-mail – PECOS P2P produces an PDF purchase order that is automatically sent to the supplier's e-mail in-box;

c. Secure email –**required where personal data is being transmitted)**

d. Paper/Phone/Post – a paper purchase order is produced by PECOS P2P and posted to the supplier.

Invoice Options

80. There are a number of different payment options available but bidders should note that for this Framework /Contract, eInvoicing is the preferred option. This will ensure compliance with the EU eInvoicing Directive which comes into force on 27 November 2018. The main options are listed below**.**

a. eInvoicing

The Scottish Government is enabling eInvoicing capability across the Scottish public sector through PECOS P2P. To support this; suppliers will be required to submit their invoices and credit notes in a machine readable data format such as PDF or cXML.

Submitted invoices must be HMRC compliant and must include the following data:

- Purchase Order Number;
- Product or service item number;
- Line item detail such as price, unit of measure and description;
- The invoice period;
- Seller information;
- Buyer information;
- Payee information;
- Seller's tax representative information;
- Delivery details;
- Payment instructions;
- Allowance or charge information;
- Invoice totals;
- VAT breakdown

It is critical that the invoice issued by the supplier matches the information contained within the PO to ensure that the invoice data above is correctly mapped to the invoice processing environment.

There are no costs to suppliers to issue an invoice or credit note to the Scottish Government's eInvoicing solution.

Bidders should note other P2P/finance solutions may also accept e-Invoices and any costs associated will be communicated to the successful bidder by the relevant Scottish public sector body.

b. Embedded Purchase Card - Most P2P systems enable an Electronic Procurement Card (ePC) to be embedded against a supplier to allow all orders to be charged against it. There is a Merchant Fee that will be charged against each order raised. Each Scottish public sector body will provide information to the successful bidder in regards to the fee that will be incurred. The fee will vary dependant on the Public Sector organisations agreement with the card provider. This payment method is optional and not mandated for all suppliers.

c. Self-Billing/Electronic Receipt Settlement - Most P2P systems support the ability for the Goods Received Note (GRN) to act as the instruction to pay the supplier which removes the need for the supplier to issue an invoice.

d. Consolidated Electronic Invoice - Supplier submits a single invoice covering multiple purchase orders in an electronic file for an agreed period of time. The format of the electronic file will have to be agreed between the supplier and the relevant Scottish public body.

e. Paper Invoice - Supplier submits a paper invoice to the organisation as standard for each purchase order received;

Purchase Order Number;
Product or service item number;
Line item detail such as price, unit of measure and description;
The invoice period;
Seller information;
Buyer information;
Payee information;
Seller's tax representative information;
Delivery details;
Payment instructions;
Allowance or charge information;
Invoice totals;
VAT breakdown.

81. The Contractor when providing catalogue data or punch-out solution is required to maintain price and product data in accordance with that agreed in the Framework, including any updates.

82. The Contractor is required to work with the Authority and the Framework Public Bodies in the promotion of process efficiencies.

83. However due to the nature of this collaborative procurement, the Framework Public Bodies are at different stages of automation. Accordingly, the Contractor should still be able to provide 'traditional' forms of communication, such as, order via telephone and facsimile, paper timesheets and invoices.

84**.** It is critical that the invoice issued by the supplier matches the information contained within the PO to ensure that the invoice data above is correctly mapped to the invoice processing environment.

85. There are no costs to suppliers to issue an invoice or credit note to the Scottish Government's eInvoicing solution.

86. Other P2P/finance solutions may also accept eInvoices and any costs associated will be communicated to the successful bidder by the relevant Scottish public sector body.

SCHEDULE 1 – ANNEX A - SERVICE LEVEL INDICATORS

SERVICE LEVEL	REQUIREMENT	PERFORMANCE MEASURE
Delivery	**Delivers on time and against strategic objectives**	**Service requirements delivered in accordance with Framework Public Bodies timescales.**
	Accuracy	**The services required by the Framework Public Body are to be delivered in accordance with the brief.**
Service	**Communication**	**Contact reports despatched within 48 hours.** **Status Report, should be prepared and distributed to the Framework Public Body on timing as agreed and as required. Details of any stock holdings to be provided** **All Framework Public Body's e-mails to be confirmed by e-mail within 24 hours.** **All Framework Public Body calls to be returned within 2 hours.** **Full budget sheets to be issued at the end of every month.**
	Complaints/Issues/Disputes	**Any disputes over invoices must be resolved within 3 working days from the dispute arising**
Quality	**Meets Framework Public Bodies needs**	**In responding to a brief the Contractor must consider whether there are any innovative media solutions that could be used to improve the service delivery.**

		All reports to be delivered to the Framework Public Body as instructed. **In providing the services described in Schedule 1 and Schedule 1A, the Contractor shall be committed to providing a high level quality service to the Framework Public Body. This level quality of service must be consistent for every individual Framework Public Body irrespective of the value of their requirement.**
	Sustainability	**The Contractor will, as a matter of course, follow the Scottish Government's sustainability objectives in providing the service.**
Cost	**Invoice Accuracy**	**The Contractor shall aim to achieve 100% accurate invoicing. The accuracy of invoicing should not fall below 95% in any one month. In the event that an invoice is queried, the Contractor and the Framework Public Body shall undertake to resolve the issue within two working days of the dispute having arisen. Where it is not resolved within this period of time, the issue shall be escalated to the Framework Public Body's Contract Manager and Contractor's Account Manager.**

	Added Value	**Where using the services of a specialist sub-contractor, or other intermediary the Contractor will, where requested by the Framework Public Body, obtain more than one quote for the service or activity and present these as options for the Framework Public Body to consider. Demonstrate value for money savings.**

1. Complaints Resolution	**Satisfactory resolution of FPB complaint** **Jobs where delivery is due within 2 working days** **Jobs where delivery is required out with 2 working days**	**100% of complaints to be resolved immediately.** **100% of complaints to be logged and acknowledged within 2 working days of receipt of the complaint.** **98% of complaints to be resolved or have an agreed action plan in place within 5 working days of receipt of complaint.** **100% of complaints which are not resolved by the Contractor's usual complaints handling procedure to be notified to the Authority within 10 working days of becoming aware of that complaint.**
2. Return of Management Information	**Accuracy/Timelines**	**100% of management Information returns to be submitted correctly and on time (5 days after each calendar month).**
3. Invoicing	**Accuracy/Timeliness**	**99% accuracy rate every month by required date. Where any errors are identified they are to be resolved within 5 working days.**
4. Delivery of products and services to FPB's	**Timeliness**	**99% of FPB's orders delivered to agreed timescales.**
5. Urgent Requirement: Briefing meeting and/or advice to be provided to the Framework Public Body **Full Cost Estimate to be provided to the Framework Public Body**	**Within 24 hours of request** **Within the target timescale as specified by the Framework Public Body**	**100% compliance** **100% compliance**

Delivery of Order to the Framework Public Body's specified location	**Within the target timescale as specified by the Framework Public Body**	**100% compliance**
6. Distribution & Storage **Distribution**		
▪ **Urgent Delivery**	**As agreed in writing with Framework Public Body.**	**99% compliance**
▪ **Standard Delivery (by 2nd class post)**	**To be received by the Framework Public Body's target customer within 4 working days, unless otherwise agreed with the Framework Public Body.**	**99% compliance**
▪ **Courier**	**The Contractor must meet the timescales agreed with the Framework Public Body at all times.**	**100% compliance**
▪ **Stock**	**The Contractor shall provide a monthly stock holding report including costs.**	**99% compliance**
	The Contractor shall alert the Framework Public Body's Contract Manager to any stock being held for longer than 6 months or a period to be agreed with the Framework Public Body	**99% compliance**
▪ **Storage**	**The Contractor shall provide stockholding reports with access to online/real time information to the Framework Public Body's internal customers at agreed intervals.**	**99% compliance**

7. Management **Provision of Management Information**	**To be submitted to the Authority & the Framework Public Body a maximum of 5 days after the end of each calendar month.** **MI reports to be submitted to the Authority monthly in accordance with Schedule 1, paragraphs 41, 42, 43 and 49.** **Other MI Reports to be provided in the format and timescales as agreed with the Framework Public Body**	**100% compliance** **100% compliance** **100% compliance**
8. Contract Performance Meetings **Management of Sub-ContractorsThe Contractor (if applicable)**	**Revised list of sub-contractors.** **The Contractor to be provided to the Authority on a quarterly basis.** **Details of sub-contractor performance to be submitted annually to the Authority & Framework Public Bodies.** **Problem log & remedial action to be maintained & submitted annually to the Authority** **Prompt payment of sub-contractors within 30 days of receipt of a valid invoice**	**99% compliance** **99% compliance** **99% compliance** **100% compliance**

9. VFM & Innovation **Report to the Authority & Framework Public Bodies on any actions/procedures which resulted in savings being achieved**	**Submission of £ throughput & savings achieved, itemised by each Framework Public Body, to be provided to the Authority on a monthly basis.** **Monthly nil reports to be submitted if appropriate.**	**100% compliance**
10. Investment in New Technology	**To be reported annually to the Authority & Framework Public Bodies. Nil reports to be submitted if appropriate**	**100% compliance**
11. Framework/Contract Exit Strategy	**Phase Out Plan to be provided to the Authority within 3 months of Framework start date.** **An annual updated plan, where appropriate, to be provided to the Authority on each anniversary of the start date of the Framework.** **As requested and within the timescales specified by the Framework Public Body, a Contract Phase Out Plan must be provided to the Framework Public Body.**	**99% compliance** **100% compliance** **99% compliance**
12. Contract Business Continuity Plan	**Updated Contract Business Continuity Plan to be provided annually to the Authority & Framework Public Bodies.**	**100% compliance**
13. Sustainability / Environmental / CSR	**Provide a report on all CSR measures to the Authority on a quarterly basis.**	**100% compliance**

This and the following **5** pages comprise Schedule 2 to the Framework Agreement between the Scottish Ministers and STREAMLINE CORPORATE LTD

SCHEDULE 2 - PRICING SCHEDULE

1. FRAMEWORK PRICES

1.1 The Framework Prices set out in this Framework Schedule 2 (Price Schedule) are the maximum rates that the Contractor may charge pursuant to any Call-Off Contract.

1.2 Framework Prices shall be Maximum Prices, are in (£) pounds sterling and exclusive of VAT.

1.3 Unless otherwise stated, the Maximum Prices in Schedule 2 shall be the total Maximum Price for the stated Goods and Services including the cost of paper, sealing, trimming, collating, suitable packaging that may include shrink wrapped, banded, boxed and labelled and palletised (where quantity requires). All prices exclude delivery. Rates for delivery are shown seaparatley in the Price Schedule.

1.4 The prices in the Pricing Schedule shall be Maximum Prices Increases in price shall be applicable on each anniversary of the Framework Agreement and may only be varied by agreement between the Authority and the Contractor and, in relation to any such variation, the variation in Price shall not exceed the percentage increase or decrease in the annual change in the Consumer Price Index (CPI) as published by the Office of National Statistics as at the month of October immediately preceding the price review date of the Framework and as published by the Office for National Statistics, in comparison to the CPI. However, nothing in this Framework Agreement prevents the Contractor from improving on the prices in the Pricing Schedule for the purposes of a Call-off Contract.

1.5 The Contractor shall provide full justification for any such price increase or decrease.

1.6 The Authority or Framework Public Body reserves the right to benchmark pricing.

2. ADJUSTMENT OF THE FRAMEWORK PRICES

2.1 The Framework Prices shall only be varied where a review of the Framework Prices is requested and agreed by the Parties, in accordance with the provisions of this Schedule 2 Price Schedule.

2.2 Framework Prices will be reviewed every year (12 months).

3. REVIEW OF THE FRAMEWORK PRICES

3.1 The Contractor can request a variation in the Framework Prices in accordance with the remaining provisions of this Paragraph 3 (Review of the Framework Prices) subject always to:

3.1.1 the Contractor's request being submitted at least three (3) Months before the effective date for the proposed variation (the **"Adjustment Date"**);

3.1.2 the cap on any increase in the Framework Prices in accordance with Paragraph 1.3 above; and

3.1.3 the agreement of the Authority.

3.2 The earliest Adjustment Date for any increase in any of the Framework Prices in accordance with this Paragraph 3 (Review of the Framework Prices) will be the first (1st) Working

Day following the second (2nd) anniversary of the Commencement Date. Review will occur on an annual basis thereafter and any subsequent increase to any of the Framework Prices in accordance with this Paragraph 3 (Review of the Framework Prices).

3.3 To make a request for a variation of some or all of the Framework Prices in accordance with this Paragraph 3 (Review of the Framework Prices), the Contractor shall provide the Authority with a list of the Framework Prices it wishes to review.

3.4 The Authority will:

3.4.1 refer in its review to the **"CPI Index"** (which shall mean the "Consumer Prices Index (CPI)" as published by the Office of National Statistics ; and

3.4.2 apply the following definition to the phrase the **"annual percentage change in the CPI Index"** which for the purposes of this Schedule 2 (Price Schedule) shall mean the percentage increase in the most recently published CPI Index which has been confirmed by the Office for National Statistics at the time of the request for variation.

3.5 Where the published CPI Index figure at the relevant Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply unless the Authority and the Contractor shall agree otherwise.

4. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

4.1 Variations to the Framework Prices in accordance with the provisions of this Schedule 2 (Price Schedule) shall take effect on the Adjustment Date.

4.2 Where the Contractor notifies the Authority in accordance with Paragraph 2 (Adjustment of the Framework Prices) that it is able to decrease the Framework Prices, the Contractor shall amend the Framework Prices shown in this Schedule 2 (Price Schedule) to reflect such variations.

4.3 For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Schedule 2 (Price Schedule) is made independently of, and shall not affect the Charges payable by, a Framework Public Body under a Call-Off Contract in force at the time a change to the Framework Prices is implemented.

4.4 Any variation to the Charges payable under a Call-Off Contract must be agreed between the Contractor and the relevant Framework Public Body and implemented in accordance with the relevant Call-Off Contract.

COMMERCIAL ENVELOPE (TO FORM SCHEDULE 2 (PRICE))

Label No.	Code	Size	Material	Printing	Finishing	Price All prices include paper, finishing, sealing, trimming, collating, suitable packaging and delivery to NHS Scotland Boards in mainland and Islands. All prices exclude VAT					
						Volume Banding	Price Per Roll / box	Volume Banding	Price Per Roll / box	Volume Banding	Price Per Roll / box
1	LL24	63.5 x 33.9mm	Plain white - Adhesive Permanent	Plain	Packed in boxes of 500 sheets	10	Redacted	25	Redacted	50	Redacted
2	SLP4357	79.5 x 150mm	Vellum Permanent	1 colour to face - Black	1,000 to a roll, 1 across web, 76mm core size.	10	Redacted	25	Redacted	50	Redacted
3	SLP8507	13 lables on a 210 x 297mm sheet	Laser Perm Kraft - Permanent adhesive	Plain	Packed in boxes of 1,000 sheets	10	Redacted	25	Redacted	50	Redacted
4	SLP830	48 x 34mm on a 210 x 297mm sheet	152mic laser grade - Permanent adhesive - File Holes 80mm centres (centred on page)	Plain	Packed in boxes of 1,000 sheets	10	Redacted	25	Redacted	50	Redacted

5	SLP5200/Y	A4 (210mm x 297mm) with 6 small (32 x 30mm) labels aligned horizontally along bottom of A4 (short edge)	Laser permanent Kraft (HT) 152mic - Colour washed Yellow - Window trimmed	Plain	Packed in boxes of 500 sheets	**25**	**Redacted**	**50**	**Redacted**	**100**	**Redacted**
6	SLP5200/W	A4 (210mm x 297mm) with 6 small (32 x 30mm) labels aligned horizontally along bottom of A4 (short edge)	Laser permanent Kraft (HT) 152mic - Colour washed Yellow - Window trimmed	Plain	Packed in boxes of 500 sheets	**25**	**Redacted**	**50**	**Redacted**	**100**	**Redacted**
7	SLP4492	A4 with 2 x large label (180 x 120mm) and 5 x small label (36 x 20mm) die cut pull out labels	Laser permanent Kraft (HT) 152mic - white - Edge trimmed	Plain	Packed in boxes of 500 sheets	**10**	**Redacted**	**25**	**Redacted**	**50**	**Redacted**
8	SC4306	44mm x 100mm	Piggyback synthetic material with	Plain	Supplied in rolls/1000	**10**	**Redacted**	**25**	**Redacted**	**50**	**Redacted**

			interior cuts, perforation, print front and back								
9	SC15201	57mm x 34mm	Coated Direct Thermal Plain White Label / Deep Freeze Adhesive/ 25mm Core	Plain	Supplied in rolls/1000	**25**	**Redacted**	**50**	**Redacted**	**100**	**Redacted**
10	SC6772	89 x 79mm	Multi-Part Piggyback Sterile Label, with colour change indicator ink, permanent adhesive, 3" core	Plain	Supplied in rolls/1000	**20**	**Redacted**	**30**	**Redacted**	**50**	**Redacted**

This and the following **3** pages comprise Schedule 3 to the Framework Agreement between the Scottish Ministers and STREAMLINE CORPORATE LTD

SCHEDULE 3 – ORDERING PROCEDURES

1. FRAMEWORK PUBLIC BODY ORDERING PROCEDURES

1.1 Framework Public Bodies sourcing their Service requirements through this Framework Agreement must award their Service requirements in accordance with the procedure in this Framework Schedule 3 (Ordering Procedures).

2. MINI COMPETITION PROCEDURE

2.1 Any Framework Public Body ordering Services under this Framework Agreement shall only conduct a mini-competition and consult in writing with the Framework Contractors from Lot 3 and invite them, within a specified time limit, to submit a proposal and quotation in writing for your Service requirement. Framework Public Bodies shall include:

2.1.1 a clear Specification for your Service requirements;

2.1.2 a request for a proposal and quotation, or alternatively state the Price payable for the Service Requirements in accordance with the Framework Prices (Schedule 2) where applicable; and

2.1.3 incorporate reference to the Standard Terms of Supply (Schedule 5).

Framework Public Body's Obligations

The Framework Public Bodies shall:

2.2 invite tenders, from all Contractors appointed to the Framework Lot 2, by conducting a mini-competition for its Service requirements in accordance with the conditions herein, and:

2.2.1 Consult in writing with all the Framework Contractors appointed to the Framework Lot 2 and invite them, within a specified time limit, to submit a mini-competition tender in writing

2.2.2 Set weightings for the Award Criteria in the mini-competition invitation to tender against the following:

Technical Criteria (xx% weighting shall be set by Framework Public Bodies at mini-competition)

- **Service Delivery**
  Proposal to demonstrate how the Services will be delivered, with particular emphasis on quality, delivery timescales and customer satisfaction.

Commercial Criteria (xx% weighting shall be set by Framework Public Bodies at mini-competition)

- **Pricing**
  Total tender cost ex VAT.

2.2.3 The evaluation criteria allows for flexibility regarding the composition of percentage weightings allocated against each of the criteria shown above. The mini competition should be conducted on the basis of the criteria listed above and on the same, or if necessary, more precisely formulated terms. Where a Framework Public

Body would like to introduce additional terms, for example, account management or sustainable benefits, full details must be provided in the invitation to tender document.

2.2.4 Set a time limit for the receipt of the mini-competition tenders which takes into account factors such as the complexity of the subject matter of the Requirement and the time needed to submit tenders.

2.2.5 Keep each mini-competition tender confidential until the expiry of the time limit for the receipt by it of mini-competition tenders.

2.2.6 Apply the Award Criteria and weightings to the Framework Contractors' compliant tenders submitted through the mini-competition as the basis of its decision to award an Order for its Services requirements.

2,2,7 The highest scoring compliant Tenderer will be appointed the Order/Call-off Contract. In the event of a tie the Framework Public Body reserves the right to appoint the Tenderer who obtains the highest technical score.

2.3 On the basis set out above, award the Order/Call-off Contract to the successful Framework Contractor in accordance with the following:

2.3.1 states the Services requirements;

2.3.2 states the Specification;

2.3.3 states the charges payable for the Services requirements in accordance with the tender submitted by the successful Framework Contractor; and

2.3.4 incorporates reference to the Standard Terms of Supply (Schedule 5),

Framework Contractors Obligations

2.4 The Contractor will in writing, by the time and date specified by the Framework Public Body, provide the Framework Public Body with either:

2.4.1 a statement to the effect that it does not wish to tender in relation to the relevant Services requirements; or

2.4.2 a proposal with full details of its tender made in respect of the relevant Specification in line with any instructions provided by the Framework Public Body

(c) the Contractor may not unilaterally increase the prices in the Pricing Schedule, but nothing in the Framework Agreement prevents the Contractor from improving on the prices in the Pricing Schedule for the purposes of a particular Call-off Contract/Order;

2.5 Notwithstanding the fact that the Framework Public Body has followed the procedure set out above in this Paragraph 4, the Framework Public Body shall be entitled at all times to decline to make an award for its Service requirements. Nothing in this Framework Agreement shall oblige any Framework Public Body to place any Order for Services.

3. RESPONSIBILITY FOR AWARDS

3.1 The Contractor acknowledges that each Framework Public Body is independently responsible for the conduct of its award of call-off Contracts/Orders under the Framework

Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:-

3.1.1 the conduct of the Framework Public Body in relation to the Framework Agreement; or

3.1.2 the performance or non-performance of any Call-off Contracts/Orders between the Contractor and the Framework Public Body entered into pursuant to the Framework Agreement.

4. **ORDER FORM**

4.1 The format of any such Order under a Call-off Contract will vary between Framework Public Bodies. Framework Public Bodies may place an order using their own Order templates.

EXAMPLE TEMPLATE FOR INFORMATION ONLY

LOT 1 CALL OFF ORDER FORM

PART A – FOR COMPLETION BY FRAMEWORK PUBLIC BODY

Framework Public Body	
Contract Manager and address for Notices	Name: Address: Tel: Email:
Invoice Address (if different)	
Order Number	XXXXX To be quoted on all correspondence relating to this Order Form:
Order Date	

REQUIREMENTS
Commencement Date:
Details of Print & Associated Service required: **As per attached Specification.**
Date(s) and time(s) for supply Print & Associated Services (and any alternative Working Hours):
Invoicing frequency:
Disclosure Scotland requirements (if basic, standard or enhanced Disclosure is required):
Other security requirements (e.g. security standards) (optional):
Milestones (including dates for Completion) (optional):
Service Levels (refinement of Framework Agreement Service Levels) (optional – only complete if you require additional Service Levels out with Schedule 1, Annex A of the Framework Agreement):

Additional information for monthly reports (optional, if required):
Completion Date:
The Call Off Contract shall be awarded in accordance with this Order Form and the Standard Terms of Supply (Schedule5) to the Framework for Print & Associated Services, Reference Number **SP-18-001**

For and on behalf of the Framework Public Body:

Name and Title	
Signature	
Date	

PART B – FOR COMPLETION BY CONTRACTOR

Contractor	
Contract Manager and address for Notices	Name: Address: Tel: Fax: Email:

Contractor's Response
Contractor's response to the Specification: **As per attached Contractor Response.**
Confirm Price:
Confirm Commencement Date:
List Sub-contractors:
List Key Personnel:

The Contractor's Response is appended.

For and on behalf of the Contractor:

Name and Title	
Signature	
Date	

This and the following **3** pages comprise Schedule 4 to the Framework Agreement between the Scottish Ministers and STREAMLINE CORPORATE LTD

SCHEDULE 4 – MANAGEMENT ARRANGEMENTS

Framework and Contract Management

1. Both the Framework Agreement and associated Call-off Contract activity are subject to Contract Management which is carried out by the Authority, the Contractor and the Framework Public Body and is a requirement under both the Framework Agreement and call-off contracts. Contract Management shall be applied to the mobilisation phase, transition, contract period and closure/demobilisation phase of the Framework and call-off Contracts.

2. The level of Framework Public Body Contract Management may differ depending on the value of the call-off Contract and level of risk involved.

3. The Authority shall be responsible for the Strategic Contract Management of the Framework Agreement and each Framework Public Body shall be responsible for their day to day contract management of Orders which form the call-off Contract.

4. The roles and responsibilities of the Contractor, Framework Public Body and Authority to deliver Framework and call-off Contract Management are detailed below.

5. The Contractor's roles and responsibilities in Contract Management are as follows:

    5.1 assisting with the development of the Framework management plan;
    5.2 provide a Strategic Contract Manager to manage this Framework Agreement with the Authority;
    5.3 provide for each Framework Public Body, a specified Contract Manager. For the avoidance of doubt, each Framework Public Body does not necessarily require a Contract Manager dedicated solely to that organisation;
    5.4 the nominated Contract Manager shall communicate with the Framework Public Body and the Authority;
    5.5 assist in launching this Framework Agreement with the Authority and Framework Public Bodies;
    5.6 meeting, monitoring and reporting on the Framework Public Body spend and value for money savings under the Framework to the Authority's Framework Manager on a Quarterly basis, within 10 days of the quarter end including providing individual Framework Public Body spend and savings and consolidated spend and savings information to the Authority's Framework Manager as required;
    5.7 meeting, continually improving, monitoring and reporting on the Contractor performance under the Framework Agreement to the Authority's Framework Manager on a quarterly basis. The Contractor must provide individual Framework Public Body and consolidated Framework Public Bodies performance management information to the Authority's Framework Manager;
    5.8 working with each Framework Public Body to develop and agree specific requirements and format for tailored monthly management information reports and further developing these reports where required;
    5.9 maintain, prepare and submit additional management information reports to each Framework Public Body tailored to meet their needs, showing only information that is relevant to that particular Framework Public Body. The format of the required information shall be agreed between the Framework Public Body and the Contractor;
    5.10 attending quarterly Framework management meetings as required with the Authority and Contract management meetings with the Framework Public Body, as required;
    5.11 resolving issues and complaints in line with timescales as indicated under Performance Management Service Levels at Schedule 1;
    5.12 supporting and enabling the Authority and/or the Framework Public Body to carry out amendments / extensions / reviews / audits /spot checks of the Framework/call-off Contract as required;

5.13 supporting and enabling the transition and closure of the Framework/call-off Contract as appropriate e.g. TUPE information where applicable;

5.14 providing feedback and input in the form of lessons learned into the Authority's Framework Manager to enable continuous improvement;

5.15 working with the Framework Public Body and Authority as required providing accurate and timely information relevant to freedom of information requests, parliamentary questions, ministerial correspondence and other requests for information within 48 hours. Expenditure related requests should represent the actual expenditure (Full costs) paid to date for the period requested by the Framework Public Body;

5.16 adhere to the Invoicing Requirements detailed within the Specification of Requirements;

5.17 undertake a billing run, on a monthly basis, or as agreed with individual Framework Public Bodies. The date of the month to be agreed with each Framework Public Body, with the exception of March, where the number of billing runs required should be agreed with each Framework Public Body;

5.18 undertake contract management of any sub-Contractor(s);

5.19 the Framework Public Body may, from time to time, delegate all or some of their powers, in relation to the call-off Contract, to other Framework Public Body's staff or external organisations appointed by the Framework Public Body. In addition, there may be a requirement on the Contractor to liaise and communicate with other Contractors at the Framework Public Body's premises as and when advised by the Framework Public Body's point of contact;

5.20 develop and deliver a programme for the promotion of the services available under the Framework to Framework Public Bodies;

5.21 by using a Balanced Scorecard (BSC) mechanism monitor the contract and supplier performance against KPIs and other specified performance indicators with UIG and Framework Public Bodies;

5.22 on a quarterly basis, issue the BSC to representatives of the Framework Public Bodies for completion, collating the results of the BSC and producing a consolidated report to the Authority using agreed templates.

6. The Authority's roles and responsibilities on Contract Management are as follows:

6.1 working with the Contractor and Framework Public Bodies to finalise and mobilise the Management Plan for this Framework Agreement;

6.2 preparing and communicating Framework information to the Framework Public Bodies and the Contractor;

6.3 launching the Framework to the Centres of Expertise and Framework Public Bodies, with the Contractor;

6.4 receipting, reviewing, managing and reporting on the Framework Public Bodies spend under the Framework, to senior management on a Quarterly basis, including providing individual and consolidated spend information as required;

6.5 by using a Balanced Scorecard mechanism monitor the contract and supplier performance against KPIs and other specified performance indicators with UIG and Framework Public Bodies;

6.6 monitoring 'take-up' and spend through the framework by Framework Public Bodies;

6.7 chairing Framework management meetings as required facilitating the way forward for issues, risks and actions;

6.8 supporting the resolution of issues and complaints in line with timescales as indicated under Performance Management in the Service Levels;

6.9 carrying out reviews/amendments/extensions/audits/spot checks of the Framework with input from Framework Public Bodies as required;

6.10 carrying out periodic reviews of Contractor's financial status

6.11 managing the Framework from Award until Expiry;

6.12 collating lessons learnt from the Framework Public Bodies and Contractor and feeding this into future procurements to enable continuous improvement;

6.13 working with the Framework Public Bodies and Contractor as required to provide accurate and timely information relevant to freedom of information requests, parliamentary questions or ministerial correspondence;

7. The Framework Public Body's roles and responsibilities on Contract Management are as follows**:**

7.1 assisting with the development of the Framework management plan;
7.2 providing a Contract Manager to support managing the Framework with the Authority and Contractor;
7.3 the nominated Contract Manager communicating with the Contractor and the Authority;
7.4 supporting/attending Framework launch events as required;
7.5 Framework Public Body Contract Management – day-to-day raising of orders as per the terms of the Framework;
7.6 verifying spend under the Framework to the Authority's Framework Manager on a Quarterly basis;
7.7 monitoring and reporting on the Contractor performance under the Framework to the Authority's Framework Manager on a quarterly basis against the agreed performance management measures;
7.8 working with the Contractor to develop and agree specific requirements and format for tailored management information reports;
7.9 request, receive and review additional management information reports and provide feedback for any additional information to be included or further development of format where required;
7.10 attending and contributing to meetings run by the Authority's Framework Manager;
7.11 completing the quarterly Balance Scorecard returns;
7.12 resolving Order /call-off Contract operational issues and complaints;
7.13 supporting the Authority's Framework Manager in carrying out amendments/ extensions/reviews/audits/spot checks of the Framework as required;
7.14 contributing to Framework amendments / extensions for the Authority's Framework Manager to take forward;
7.15 supporting and enabling the transition and closure of the Framework;
7.16 providing feedback to the Authority's Framework Manager on resolving issues, risks and complaints as well as engaging in lessons learned and continuous improvement;
7.17 working with the Authority and Contractor as required to provide accurate and timely information relevant to freedom of information requests, parliamentary questions or ministerial correspondence;
7.18 working with the Contractor to agree specific requirements for Finance process and day to day operational requirements;

Performance Management

8. For the purpose of Performance Monitoring of the Service, the Authority may apply a Balance Scorecard (BSC) or other performance management mechanism.

8.1 The Balanced Scorecard mechanism allows for the overall performance of the Service to be monitored as opposed to the focus being placed on one particular area.
8.2 The Balanced Scorecard is a fair, open and transparent means of delivering the Authority's obligations to monitor and report on the performance of the Service.
8.3 Information on the Scottish Government's Balanced Scorecard mechanism with an example is detailed in the link below.

http://www.scotland.gov.uk/Topics/Government/Procurement/buyer-information/spdlowlevel/BalancedScorecard

8.4 As operated under the Balance Scorecard mechanism, Performance Management consists of the monitoring, managing and communicating of the performance of Framework which may include the following performance measures:-

Category	**Performance Measure**	
Delivery	1	Delivers on time and against strategic objectives
	2	Accuracy
Service	3	Communication
	4	Complaints/Issues/ Disputes
Quality	5	Meets Framework Public Bodies needs
	6	Sustainability
Cost	7	Invoice Accuracy
	8	Added Value

8.5 The Authority shall notify the Contractor within 3 months of the Framework commencement date, the appropriate weightings to be used to measure the overall performance based on the Service Level Agreements (Key Performance Indicators).

8.6 The Contractor will apply the mechanisms of the Balanced Scorecard on a quarterly basis and a timetable shall be provided to the Authority within 3 months of the Framework commencement date.

8.7 The Authority will monitor the outcome of the Balanced Scorecard regime, consulting with Framework Public Bodies as they deem appropriate.

This and the following **30** pages comprise Schedule 5 to the Framework Agreement between [Framework Public Body to Insert Name] and STREAMLINE CORPORATE LTD .

SCHEDULE 5 – STANDARD TERMS OF SUPPLY

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PREAMBLE:

ONE The Purchaser requires the provision of services;

TWO These Standard Terms of Supply will govern all call off contracts awarded under this framework agreement, and in accordance with the call off procedures detailed in Schedule 3 of the Framework Agreement

SUBSTANTIVE PROVISIONS:

SECTION A: INTRODUCTORY PROVISIONS

1. Definitions and Interpretation

1.1. In the Contract, unless the context otherwise requires, the following terms have the meanings given to them below:

"**Assignee**" has the meaning given in clause 32.2 (Assignation).

"Baseline Personnel Security Standard" means the pre-employment controls for all civil servants, members of the Armed Forces, temporary staff and government contractors generally.

"**Contract**" means this Contract between the Parties consisting of the Order and these Standard Terms of Supply.

"**Contracting Authority**" has the meaning given in regulation 3 of the Public Contracts (Scotland) Regulations 2012;

"**Service Provider's Representatives**" means all persons engaged by the Service Provider in the performance of its obligations under the Contract including:

- its employees and workers (including persons employed by a third party but working for and under the control of the Service Provider);
- its agents, Service Providers and carriers; and
- any sub-contractors of the Service Provider (whether approved under clause 34 (Sub-contracting) or otherwise).

"**Control**" has the meaning given in section 450 of the Corporation Tax Act 2010.

"**Data Controller, Data Processor, Data Subject and Data Subject Access Request**" have the meanings given in the Data Protection Laws.

"**Data Protection Laws**" means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

"**Default**" means any breach of the obligations of a Party (including material breach) or any negligent act, omission or statement of a Party in connection with or in relation to the Contract.

"**Deliverable**" means anything to be delivered to by the Service Provider to the Purchaser and identified as a deliverable in accordance with the Ordering Procedures.

"**Environmental Information Regulations**" means the Environmental Information (Scotland) Regulations 2004 (and any subordinate regulations made under them from time to time or any superseding or amending regulations) together with any guidance and/or

codes or practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such regulations.

"**Equipment**" means equipment, plant, tackle, materials and other items supplied and used by the Service Provider's Representatives in the performance of the Service Provider's obligations under the Contract.

"**FOISA**" means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time or any superseding or amending enactments or regulations, together with any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such legislation.

"**Force Majeure**" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including industrial action, fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"**Good Industry Practice**" means standards, practices, methods and procedures conforming to legal and regulatory requirements and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking as the Service Provider under the same or similar circumstances.

"**Incoming Employees**" means individuals whose employment transfers to the Service Provider on the commencement of the provision of the Services by operation of TUPE.

"**Intellectual Property Rights**" means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"**Key Individuals**" means the Service Provider Representatives identified as being key individuals for the provision of the Services as set out in Schedule 1 of the Entire Agreement.

"**Milestone**" means any event or task which must be completed by a particular date, such as the delivery of a Deliverable, identified as a milestone in accordance with the Ordering Procedures.

"**Order**" means an order for particular Services placed in accordance with the Ordering Procedures.

"**Ordering Procedures**" means the procedures for ordering particular Services set out at Schedule 3 of the Framework Agreement.

"**Outgoing Employees**" means individuals whose employment transfers from the Service Provider on the ceasing of the provision of the Services by the Service Provider by operation of TUPE.

"**Party**" means either of the Purchaser or the Service Provider.

"**Purchaser**" means the relevant Framework Public Body ordering the Service.

"**Purchaser Property**" means any corporeal moveable property issued or made available to the Service Provider by the Purchaser in connection with the Contract.

"**Purchaser Information**" means any information provided by the Purchaser to the Service Provider.

"**Relevant Transfer**" has the meaning given in regulation 2(1) of TUPE.

"**Replacement Service Provider**" means any third party Service Provider appointed to perform the Services by the Purchaser from time to time;

"**Request for Information**" means a request for information within the meaning of section 8 of FOISA or the Environmental Information Regulations and any attempted or apparent such request.

"**Standard Terms of Supply**" means the standard terms and conditions for Call-off Contracts set out in Schedule 5.

"Service Provider" means

"**Specification**" means the Purchaser's general requirements for the provision of services, including Service Levels, set out in Schedule 1 of the Entire Agreement.

"Supervisory Authority" has the meaning given in Data Protection Laws.

"**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

"**Working Day**" means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971.

"**Working Hour**" means an hour between 0900 hours and 1700 hours on a Working Day.

1.2. The interpretation and construction of the 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 the 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 the Contract for ease of reference only and do not affect the interpretation or construction of the Contract.

2. Condition Precedent: Requirement for a Parent Company Guarantee

It shall be a condition of this Contract that, if required by the Purchaser, the Service Provider shall deliver a validly executed parent company guarantee in the form set out in Schedule 6 of the Entire Agreement. The rights and obligations of the Parties shall have no force or effect unless the parent company guarantee has been properly executed and delivered to the Purchaser. The parties acknowledge that if this condition has not been fulfilled any performance of this Contract by the Service Provider shall be at the risk of the Service Provider and the Purchaser shall not be liable for and the Service Provider irrevocably waives any entitlement to payment of any fees, expenses or other payments in relation to such performance. Where the Service Provider has failed to fulfil this condition within 14 days of the date of last subscription of the Contract the Purchaser shall have the right to terminate the Contract by notice in writing to the Service Provider.

3. Nature of the Contract

3.1. The Contract is a public services contract within the meaning of regulation 2(1) of the Public Contracts (Scotland) Regulations 2012.

3.2. The Contract is for the purchase of services.

3.3. The Service Provider acknowledges that it is not the exclusive Service Provider of the Services to the Purchaser and as such no guarantee of work or volume of work has been granted by the Purchaser.

4. Purchaser's Obligations

4.1 Save as otherwise expressly provided, the obligations of the Purchaser under the Contract are obligations of the Purchaser in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Purchaser in any other capacity, nor shall the exercise by the Purchaser of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Purchaser to the Supplier.

5. Break

The Purchaser may terminate all or part of the service at any time by giving not less than 3 months' notice to the Service Provider.

6. Specification and Service Levels

The Service Provider must comply with the Specification. In particular, the Service Provider must meet or exceed the Service Levels.

7. Pricing Schedule

7.1. The Pricing Schedule at Schedule 2 of the Entire Agreement sets out details of the pricing of the Services.

7.2. The prices in the Pricing Schedule may be varied in accordance with the arrangements set out in the Pricing Schedule.

7.3. Accordingly, the Service Provider may not unilaterally increase the prices in the Pricing Schedule. But nothing in the Contract prevents the Service Provider from improving on the prices in the Pricing Schedule for the purposes of a particular Order.

8. Ordering Procedures and Management Arrangements

8.1. The Parties must comply with the Ordering Procedures.

8.2. The Service Provider must maintain the capacity to supply the Services throughout the period of the Contract.

8.3. The Parties must comply with the Management Arrangements.

9. Official Secrets Acts

9.1 The Supplier undertakes to abide and procure that the Supplier's employees abide by the provisions of the Official Secrets Acts 1911 to 1989.

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

10. Service Provider's Status

At all times during the period the Service Provider is an independent Service Provider and nothing in the Contract establishes a contract of employment, a relationship of agency or partnership or a joint venture between the Parties or between the Purchaser 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 the Contract.

11. Notices

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

11.1.1. given in writing and;

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

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

11.2.1. 2 Working Days after the day on which the letter was posted; or

11.2.2. 4 Working Hours after the communication was sent, in the case of fax or email.

12. Price

12.1. In consideration of the Service Provider's performance of its obligations relating to an Order, the Purchaser must pay:

12.1.1. the price due in accordance with the Pricing Schedule and the Ordering Procedures; and

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

12.2. The Service Provider may not suspend the provision of services if it considers that the Purchaser has failed to pay the price due.

13. Payment and Invoicing

13.1. The Purchaser must pay all sums due to the Service Provider within 30 days of receipt of a valid invoice.

13.2. The Service Provider must render invoices in accordance with the Purchaser's instructions.

13.3. The Service Provider must ensure that each invoice contains appropriate Contract and Order references and a detailed breakdown of the Services provided. The Service Provider must supply such other documentation reasonably required by the Purchaser to substantiate any invoice.

13.4. Value added tax, where applicable, must be shown separately on all invoices as a strictly net extra charge.

13.5. 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.

14. Recovery of Sums Due

14.1. Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider to the Purchaser, the Purchaser may deduct that sum from any sum due to the Service Provider whether under the Contract or otherwise.

14.2. The Service Provider must make any payments due to the Purchaser 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 Purchaser to the Service Provider.

15. Data Protection

15.1 The Service Provider acknowledges that Personal Data described in the scope of Schedule 5.1 (Data Protection) may 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 Purchaser acts as the Data Controller.

15.2 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 15 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.

15.3 The Service Provider will, in conjunction with the Purchaser 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.

15.4 The Service Provider will provide the Purchaser 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.

15.5 The Service Provider must:

15.5.1 process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Purchaser (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, unless prohibited by that law, inform the Purchaser of that legal requirement before processing 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;

15.5.2 subject to clause 15.5.1 only process or otherwise transfer any Personal Data in or to any country outside the European Economic Area with the Purchaser's prior written consent;

15.5.3 take all reasonable steps to ensure the reliability and integrity of any Service Provider Representatives who have access to the Personal Data and ensure that the Service Provider Representatives:

(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 Purchaser or as otherwise permitted by this Contract; and
(d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.5.4 implement appropriate technical and organisational measures including those 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.

15.6 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 Purchaser. In the case of general written authorisation, the Service Provider must inform the Purchaser of any intended changes concerning the addition or replacement of any other sub-contractor and give the Purchaser an opportunity to object to such changes.

15.7 If the Service Provider engages a sub-contractor for carrying out Processing activities on behalf of the Purchaser, 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 Purchaser for the performance of the sub-contractor's performance of the obligations.

15.8 The Service Provider must provide to the Purchaser reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23 of the GDPR.

15.9 The Service Provider must notify the Purchaser if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;

(d) receives any communication from the Supervisory Authority or any other regulatory authority in connection with Personal Data processed under this Contract; or

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulatory order;

and such notification must take place 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 Purchaser from time to time.

15.10 Taking into account the nature of the Processing and the information available, the Service Provider must assist the Purchaser in complying with the Purchaser'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 Purchaser without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;

(c) assisting the Purchaser with communication of a personal data breach to a Data Subject;

(d) supporting the Purchaser with preparation of a data protection impact assessment;

(e) supporting the Purchaser with regard to prior consultation of the Supervisory Authority.

15.11 At the end of the provision of Services relating to processing the Service Provider must, on written instruction of the Purchaser, delete or return to the Purchaser all Personal Data and delete existing copies unless EU or Member State law requires storage of the Personal Data.

15.12 The Service Provider must:

(a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Service Provider's compliance with this clause 15;

(b) allow the Purchaser, 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 15 and contribute as is reasonable to those audits and inspections;

(c) inform the Purchaser, if in its opinion, an instruction from the Purchaser infringes any obligation under Data Protection Laws.

15.13 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 Purchaser containing the information set out in Article 30(2) of the GDPR.

15.14 If requested, the Service Provider must make such records referred to clause 15.13 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.

15.15 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under clause 15.14 with minimum disruption to the Service Provider's day to day business.

15.16 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Purchaser 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.

16. Transparency and Freedom of Information

16.1 The Service Provider acknowledges that the Purchaser is subject to the requirements of FOISA and the Environmental Information Regulations. The Service Provider shall:

(a) provide all necessary assistance and cooperation as the Purchaser may reasonably request to enable the Purchaser to comply with its obligations under FOISA and Environmental Information Regulations;

(b) transfer to the Purchaser all Requests for Information relating to this Agreement that the Service Provider receives as soon as practicable and in any event within 2 Working Days of receipt;

(c) provide the Purchaser with a copy of all information held on behalf of the Purchaser which is requested in a Request For Information and which is in the Service Provider's possession or control. The information must be provided within 5 Working Days (or such other period as the Purchaser may reasonably specify) in the form that the Purchaser requires.

(d) not respond directly to a Request For Information addressed to the Purchaser unless authorised in writing to do so by the Purchaser.

16.2 If the Request for Information appears to be directed to information held by the Purchaser, the Service Provider must promptly inform the applicant in writing that the Request for Information can be directed to the Purchaser.

16.3 If the Purchaser receives a Request for Information concerning the Framework Agreement, the Purchaser is responsible for determining at its absolute discretion whether the 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.

16.4 The Service Provider acknowledges that the Purchaser may, acting in accordance with the Purchaser's Code of Practice on the Discharge of Functions of Public Authorities issued under section 60(5) of FOISA (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 the Framework Agreement:

16.4.1 in certain circumstances without consulting the Service Provider, or

16.4.2 following consultation with the Service Provider and having taken its views into account.

16.5 Where 16.4.1 applies the Purchaser must take reasonable steps, if 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 to the extent that it is permissible and reasonably practical for it to do.

16.6 Where a Request for Information concerns Service Provider Sensitive Information specified in Schedule 7 (having regard to the justifications and durations set out there), the Purchaser must take reasonable steps, where practicable, to consult with the Service Provider before disclosing it pursuant to a Request for Information.

16.7 The Service Provider acknowledges that Transparency Reports and the content of this Agreement including any Amendments, agreed from time to time, (together the "Transparency Information") are not Confidential Information. However, for the avoidance of doubt, the following shall be treated as Confidential Information:

(i) any information that the Purchaser determine is exempt from disclosure in accordance with the provisions of FOISA; and

(ii) Commercially Sensitive Information;

and if the Purchaser believes that publication of any element of the Transparency Information should be treated as Confidential Information the Purchaser may, in its discretion exclude such information from publication.

16.8 Notwithstanding any other provision of this Agreement, the Service Provider hereby gives consent for the Purchaser to publish to the general public, the Transparency Information in its entirety. The Purchaser shall, prior to publication, consult with the Service Provider on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

16.9 The Service Provider shall assist and co-operate with the Purchaser to enable the Purchaser to publish the Transparency Information including the preparation of Transparency Reports.

16.10 The Purchaser shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Service Provider.

16.11 The Service Provider agrees that any further Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Purchaser upon request, unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of FOISA. The Purchaser may disclose such information under FOISA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to clause 17.3.3) publish such Information. The Service Provider shall provide to the Purchaser within 5 working days (or such other period as the Purchaser may reasonably specify) any such Information requested by the Purchaser.

16.

17. Purchaser Information

17.1. The Service Provider must:

17.1.1. treat all Purchaser Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Purchaser Protected Information against disclosure;

17.1.2. only use the Purchaser Protected Information for the purposes of performing its obligations under the Contract;

17.1.3. only disclose the Purchaser Protected Information to such Service Provider Representatives that are directly involved in the performance of the Contract and need to know the information; and

17.1.4. not disclose any Purchaser Protected Information without the prior written consent of the Purchaser.

17.2. The Service Provider must immediately notify the Purchaser of any breach of security concerning the Purchaser Protected Information. The Service Provider must fully co-operate with the Purchaser in any investigation that the Purchaser considers necessary to undertake as a result of any such breach of security.

17.3. Clause 16.1 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 Purchaser;

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 the Contract; or

17.3.5. information is independently developed without access to the Purchaser 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 55.1.3 (Termination on Default).

18. Audit

18.1 The Service Provider must retain and maintain until 5 years after the end of the Contract period full and accurate records of the Contract including the Orders placed, the Services provided and payments made and reimbursed under it.

18.2 The Service Provider must on request, and without any charge to the Purchaser, afford the Purchaser, or the Purchaser's representatives, such access to those records as may reasonably be requested by the Purchaser in connection with the Contract.

19. Publicity

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

20. Security

20.1. The Supplier must comply with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and such modifications to those policies or replacement policies as are notified to the Supplier from time to time.

20.2. The Supplier must notify the Purchaser of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.

SECTION C: PROVISION OF SERVICES

21. Provision of the Services

21.1. The Service Provider must provide the Services:
21.1.1 in accordance with the Specification, the Service Levels and the Ordering Procedures;

21.1.2. in accordance with the particular requirements of each Order; and

21.1.3. to the satisfaction of the Purchaser acting reasonably.

21.2 The Service Provider acknowledges that the Purchaser 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 the Contract.

21.3 For each Order for the provision of services, subject to any contrary requirements of the Purchaser communicated in accordance with the Ordering Procedures, the provisions of this Section C apply.

21.4 The period for any Order agreed in accordance with the Ordering Procedures may be brought to an earlier end upon 3 months' notice by the Purchaser.

22. Deliverables and Milestones

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

22.1.1. at the date(s), time(s) and location(s) required by the Purchaser; and

22.1.2. in good time to meet any Milestones required by the Purchaser.

22.2. When the Service Provider believes acting reasonably that it has provided any Deliverable or
completed any Milestone in accordance with the Contract it must notify the Purchaser.

22.3. The Purchaser may thereafter by notice to the Service Provider:

22.3.1. accept the provision of the Deliverable or the completion of the Milestone (as appropriate), having regard to any acceptance criteria communicated in accordance with the Ordering Procedures; or

22.3.2. providing reasons, reject the provision of the Deliverable or the completion of the Milestone.

22.4 Where the Purchaser rejects the completion of a Milestone or provision of a Deliverable Services in accordance with clause 22.3.2, the Service Provider must at its expense immediately rectify or remedy any defects and/or delays.

22.5. Risk and ownership in any Deliverables that are corporeal moveables and in any physical media in which any Deliverables are delivered vests in the Purchaser upon acceptance in accordance with this clause.

22.6. Whether the defect or delay is due to the Purchaser 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 Purchaser, any additional costs in respect of the said additional resources shall be agreed between the parties both acting reasonably.

SECTION D: STAFF INVOLVED IN THE PROVISION OF SERVICES

23. Key Individuals

23.1. The Service Provider acknowledges that the Key Individuals are essential to the proper provision of the Services to the Purchaser.

23.2. The Key Individuals must not be released from providing the Services without the approval of the Purchaser, 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 Purchaser.

23.3. 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:

23.3.1. appropriate arrangements must be made to minimise any adverse impact on the 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

23.3.2. 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.

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

24. Offers of Employment

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

24.2. 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 Purchaser's employees.

25. Staff transfer at commencement

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

26. Information about Service Provider Employees

26.1. The Purchaser may by notice require the Service Provider to disclose such information as the Purchaser may require relating to those of the Service Provider's employees carrying out activities under or connected with the Framework Agreement.

26.2. The Service Provider must disclose by notice all such information as is required by the Purchaser under clause 26.1, within such reasonable period specified by the Purchaser. The Service Provider acknowledges that the Data Protection Laws do not prevent the disclosure of anonymised data that is not personal data within the meaning of that Act.

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

27. Staff transfer on expiry or termination

27.1. The Parties agree that the ceasing of the provision of the Services by the Service Provider may constitute a Relevant Transfer in respect of the Outgoing Employees.

27.2. The Service Provider indemnifies the Purchaser and any replacement Service Provider against all actions, suits, claims, demands, losses, charges, damages, costs and expenses

and other liabilities which the Purchaser or any replacement Service Provider may suffer as a result of or in connection with:

27.2.1. the provision of information pursuant to clause 26;

27.2.2. 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;

27.2.3. 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 Purchaser or any replacement Service Provider to comply with its obligations under regulation 13 of TUPE; and

27.2.4. 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 Purchaser to comply with any legal obligation to such trade union, body or person.

27.3. 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).

27.4. The Service Provider indemnifies the Purchaser and any replacement Service Provider against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and any other liabilities which the Purchaser or replacement Service Provider may incur in respect of the emoluments and outgoings referred to in clause 27.3.

SECTION E: INTELLECTUAL PROPERTY AND GOVERNANCE

28. Parties' pre-existing Intellectual Property Rights

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

29. Specially Created Intellectual Property Rights

29.1. All Intellectual Property Rights in deliverables and any reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material prepared by or for the Service Provider on behalf of the Purchaser for use, or intended use, in relation to the performance by the Service Provider of its obligations under the Contract belong to the Purchaser.

29.2. The Service Provider assigns to the Purchaser, with full title guarantee, all Intellectual Property Rights which may subsist in the materials referred to in clause 29.1. This assignation takes effect on the Commencement Date or as an assignation of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Service Provider. The Service Provider must execute all documentation necessary to effect this assignation.

29.3 This clause 29 does not extend to Intellectual Property Rights held by third parties in relation to which the Service Provider has no power of assignation. For the avoidance of doubt, the Service Provider must, in securing any third party contribution to any of the materials

referred to in clause 29.1, secure from such third party necessary rights in relation to Intellectual Property to enable compliance with clauses 29.1 and 29.2.

30. Licences of Intellectual Property Rights

30.1. The Service Provider grants to the Purchaser a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by the Service Provider prior to the Commencement Date and which the Purchaser reasonably requires in order to enjoy the benefit of the Services save to the extent that it is not permitted to do so by virtue of the rights of any third party in relation to such Rights.

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30.2. The Service Provider must use its best endeavours to ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Purchaser a royalty-free, irrevocable and non-exclusive licence or, if itself a licensee of those rights, grants to the Purchaser an authorised sub-licence, to use, reproduce, modify, develop and maintain (but not to further sub-licence) the Intellectual Property Rights for the purpose of such performance but for the avoidance of doubt, not for any commercial purpose. Such licence or sub-licence must be non-exclusive, perpetual, royalty free and irrevocable.

31. Claims relating to Intellectual Property Rights

31.1 The Service Provider must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the 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.

31.2 The Service Provider must promptly notify the Purchaser if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Right which may affect the use or possession of the Deliverables or which may affect the provision of the Services.

31.3 Where a claim to which this clause applies is made, the Service Provider must, at its expense, use its best endeavours to:

31.3.1. modify the Services or Deliverables or substitute alternative Services or Deliverables (in any case without reducing performance or functionality) so as to avoid the infringement or alleged infringement of the Intellectual Property Rights; or

31.3.2. procure the grant of a licence or licences from the pursuer, claimant or complainer, on terms acceptable to the Purchaser, so as to avoid the infringement or alleged infringement of the Intellectual Property Rights of the pursuer, claimant or complainer.

31.4. The Service Provider must not without the consent of the Purchaser make any admissions which may be prejudicial to the defence or settlement of any claim to which this clause applies.

32. Assignation

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

32.2. Notwithstanding clause 32.1, the Service Provider may assign to another person (an "Assignee") the right to receive the price due to the Service Provider under the Contract subject to:

32.2.1 deduction of sums in respect of which the Purchaser exercises its right of recovery under clause 13 (Recovery of Sums Due); and

32.2.2. all the related rights of the Purchaser under the Contract in relation to the recovery of sums due but unpaid.

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

32.4 Subject to clause 32.6, the Purchaser may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

(a) any Contracting Authority; or

(b) 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 Purchaser; or

(c) any private sector body which substantially performs the functions of the Purchaser,

provided that any such assignation, novation or other disposal shall not increase the burden of the Service Provider's obligations under the Contract.

32.5 Any change in the legal status of the Purchaser such that it ceases to be a Contracting Authority shall not, subject to clause 32.6, affect the validity of the Framework Agreement. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Purchaser.

32.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause 32.4 to a body which is not a Contracting Authority or if there is a change in the legal status of the Purchaser such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "Transferee"):

(a) the rights of termination of the Purchaser in clauses 55 (Termination on Default) and 56 (Termination on Insolvency and 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

(b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Service Provider.

32.7 The Purchaser may disclose to any Transferee any Confidential Information of the Service Provider which relates to the performance of the Service Provider's obligations under the Contract. In such circumstances the Purchaser shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Service Provider's obligations under the 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 Confidential Information.

33. Change of Control

The Service Provider must notify the Purchaser:

33.1. whenever it proposes to undergo a change of Control, or a change of control is likely to occur; and

33.2. immediately following a change of Control that has occurred.

34. Sub-Contracting

34.1. Except as to the extent detailed at condition 34 and Schedule 10 of the Framework Agreement , the Service Provider may not sub-contract its obligations under the Contract to other sub-Contractors without the prior written consent of the Purchaser. Sub-contracting of any part of the Contract shall not relieve the Service Provider of any obligation or duty attributable to the Service Provider under the Contract. The Service Provider shall be responsible for the acts and omissions of its sub-Contractors as though they are its own.

34.2. Where the Service Provider enters into a sub-contract the Service Provider must ensure that a provision is included which:

34.2.1. 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 Purchaser 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;

34.2.2. notifies the sub-contractor that the sub-contract forms part of a larger contract for the benefit of the Purchaser 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 Purchaser;

34.2.3. requires that all contracts with subcontractors and Contractors which the subcontractor intends to procure, and which the subcontractor has not before the date of this Contract, already planned to award to a particular Contractor 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; and

34.2.4. is in the same terms as that set out in this clause 34.2 (including for the avoidance of doubt this clause 34.2.4) 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.

34.4. Where requested by the Purchaser, copies of any sub-contract must be sent by the Service Provider to the Purchaser as soon as reasonably practicable.

34.5. Where the Service Provider proposes to enter into a sub-contract it must:

34.5.1. advertise its intension to do so in at least one trade journal, at least one newspaper circulating in Scotland and the Public Contracts Scotland Portal; and

34.5.2. 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.

35. Amendment

35.1. The Contract may be amended only by the written agreement of both Parties. Accordingly, the Service Provider may not unilaterally amend the Contract.

SECTION F SERVICE PROVIDER CONDUCT REQUIREMENTS

36. Compliance with the Law etc.

In providing the Services and otherwise when performing the Contract, the Service Provider must comply in all respects with:

36.1. all applicable law;

36.2. any applicable requirements of regulatory bodies; and

36.3. Good Industry Practice.

37. Service Provider's responsibility for staff etc.

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

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

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

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

37.2.3. obey all lawful and reasonable directions of the Purchaser when carrying out activities under the Contract.

38. Access to the Purchaser's premises

38.1 Any access to, or occupation of, the Purchaser's premises which the Purchaser 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 Purchaser's premises solely for the purpose of performing its obligations under the Contract and must limit access to the Purchaser's premises to such individuals as are necessary for that purpose.

38.2 The Service Provider must comply with the Purchaser'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.

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

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

38.5 In accordance with the Purchaser's policies concerning visitor access, entry to the Purchaser'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.

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

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

38.8 All decisions of the Purchaser under this clause are final and conclusive.

39. Service Provider's Equipment

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

39.2 But the Service Provider must not, without the Purchaser's approval:

39.2.1 bring Equipment onto the Purchaser's premises; or

39.2.2 leave Equipment on the premises.

39.3 Any Equipment brought onto the Purchaser's premises:

39.3.1 remains the property of the Service Provider; and

39.3.2 is at the Service Provider's own risk and the Purchaser 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 Purchaser's Default.

39.4 The Service Provider must keep all Equipment brought onto the Purchaser's premises in a safe, serviceable and clean condition. The Purchaser may at any time require the Service Provider to remove from the Purchaser's premises and Equipment which in the opinion of the Purchaser acting reasonably is either hazardous, noxious or not in accordance with the Contract and substitute proper and suitable Equipment at the Service Provider's expense as soon as reasonably practicable.

39.5 On completion of any required activities on the Purchaser's premises or at the end of a Working Day (as appropriate), the Service Provider must at its own expense:

39.5.1 remove all Equipment; and

39.5.2 leave the premises in a clean, safe and tidy condition, clearing away all rubbish arising out of the Service Provider's activities.

39.6 The Service Provider is solely responsible for making good any damage to the Purchaser's premises or any objects contained therein, other than wear and tear, which is caused by the Service Provider.

40. Purchaser Property

40.1 Where the Purchaser issues Purchaser Property to the Service Provider, the Purchaser Property remains at all times the property of the Purchaser.

40.2 The Service Provider undertakes the safe custody of the Purchaser Property and to that end must:

40.2.1 keep the Purchaser Property in good order and condition (excluding wear and tear);

40.2.2 comply with any particular security requirements communicated to the Purchaser in relation to the Purchaser Property;

40.2.3 use any Purchaser Property solely in connection with the Contract and for no other purpose; and

40.2.4 store the Purchaser Property separately and ensure that it is clearly identifiable as belonging to the Purchaser.

40.3 The Purchaser Property is deemed for the purposes of clause 40.2.1 to be in good order and condition when received by the Service Provider unless the Service Provider notifies the Purchaser otherwise within 5 Working Days of receipt.

40.4 The Service Provider must not:

40.4.1 modify or replace the Purchaser Property;

40.4.2 use the Purchaser Property as security for a loan or other obligation;

40.4.3 sell, or attempt to sell or part with possession of the Purchaser Property; or

40.4.4 allow anyone to obtain a lien over, or right to retain, the Purchaser Property.

40.5 The Service Provider licences the Purchaser to enter any premises of the Service Provider during Working Hours on reasonable notice to recover any Purchaser Property.

40.6 The Service Provider undertakes the due return of the Purchaser Property and as such is liable for all loss of, or damage to, the Purchaser Property (excluding wear and tear), unless such loss or damage was caused or contributed to by the Purchaser's Default. The Service Provider must notify the Purchaser promptly and, in any event within 2 Working Days, upon becoming aware of any defects appearing in or losses or damage occurring to the Purchaser Property.

41. Health and Safety etc.

41.1 While on the Purchaser's premises, the Service Provider must comply with the Purchaser'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.

41.2 The Service Provider must immediately inform the Purchaser in the event of any incident occurring in the performance of its obligations under the Contract on the Purchaser'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 Purchaser of that fact.

41.3 The Purchaser must promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Purchaser's premises and which may affect the Service Provider in the performance of its obligations under the Contract.

41.4 The Service Provider must promptly make available its statutory health and safety policy statement to the Purchaser on request.

42. Offences

42.1 The Service Provider must not commit or attempt to commit any offence:

42.1.1 under the Bribery Act 2010;

42.1.2 of fraud, uttering, or embezzlement at common law; or

42.1.3 of any other kind referred to in regulation 23(1) of the Public Contracts (Scotland) Regulations 2012.

42.2 Breach of clause 42.1 is a material breach for the purposes of clause 55.1.3 (Termination on Default).

43. Tax Arrangements

43.1 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.

43.2 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 relating to NICs in respect of that consideration.

43.3 The Purchaser may, at any time during the term of this contract, request the Service Provider to provide information which demonstrates how the Service Provider complies with sub-clauses 43.1 and 43.2 above or why those clauses do not apply to it. For the avoidance of doubt nothing in this clause shall require the Service Provider to provide personal information relating to an individual employee.

43.4 A request under sub-clause 43.3 above may specify the information which the Service Provider must provide and the period within which that information must be provided.

43.5 The Purchaser may supply any information which it receives under clause 43 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.

43.6 The Service Provider shall take all reasonable steps to ensure the observance of the provisions of this clause 43 by all of their servants, employees, agents, consultants and sub-contractors.

43.7 Where the Service Provider enters into any contract with any of its servants, employees, agents, consultants and/or sub-contractors, the Service Provider must ensure that a provision is included which is in the same terms as this clause 43 subject only to

modification to refer to the correct designation of the equivalent party as the Service Provider.

44. Discrimination

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

45. Blacklisting

The Service Provider must not commit 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 commit any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Framework Public Body to terminate the Contract.

46. Conflicts of interest

46.1. The Service Provider must take appropriate steps to ensure that the Purchaser is not placed in a position where, in the reasonable opinion of the Purchaser, there is an actual or potential conflict between the interests of the Service Provider and the duties owed to the Purchaser under the Contract.

46.2. The Service Provider must disclose by notice to the Purchaser 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.

46.3. Breach of this clause by the Service Provider is a material breach for the purposes of clause 55.1.3 (Termination on Default).

SECTION G FINAL PROVISIONS

47. Warranties and Representations

The Service Provider warrants and represents that:

47.1. it has full capacity and Purchaser and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised individual;

47.2. in entering the 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 2012;

47.3. 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 Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities;

47.4. 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 Purchaser prior to execution of the Contract;

47.5. 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 the Contract;

47.6. 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 the Contract;

47.7. 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;

47.8. 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 the Contract;

47.9. in the 3 years prior to the Commencement Date:

47.9.1. 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;

47.9.2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;

47.10. 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 the Contract;

47.11. it has made appropriate inquiries (for example as regards the Purchaser's premises) so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract;

47.12. it is familiar with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and health and safety and fire as they apply at the Commencement Date;

47.13. it has in place appropriate technical and organisational measures to safeguard any Purchaser Protected Information provided by the Purchaser;

47.14. there are no actual or potential conflicts between the interests of the Service Provider and the duties owed to the Purchaser under the Contract, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract; and

47.15. 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.

48. General Indemnity

48.1 The Service Provider shall indemnify the Purchaser 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.

48.2 The Purchaser 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 the Data Protection Laws where the breach is the direct result of the Service Provider acting in accordance with the Purchaser's specific written instructions. This indemnity provision shall not apply if the Service Provider-

(a) acts on the Purchaser's specific written instructions but fails to notify the Purchaser in accordance with clause 15.12(c) of this Contract;

(b) fails to comply with any other obligation under the Contract.

49. Limitation of Liability

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

49.1.1. loss of profits, business, revenue or goodwill; or

49.1.2. indirect or consequential loss or damage.

49.2. But clause 49.1 does not exclude any liability of the Service Provider for additional operational, administrative costs or expenses or wasted expenditure resulting from the direct Default of the Service Provider.

49.3. The liability of either Party under the Contract for Defaults is limited to £1,000,000 per Order, or such greater/other sum as may be agreed with the Framework Public Body.

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

49.4.1. death or personal injury caused by its negligence;

49.4.2. misrepresentation; or

49.4.3. any breach of any obligations implied by section 12 of the Sale of Services Act 1979 or sections 2 or 11B of the Provision of services and Services Act 1982.

49.4.4. any breach of any obligations under Data Protection Laws.

50. Insurances

50.1. The Service Provider must effect and maintain with a reputable insurance company:

50.1.1. public liability insurance in the sum of not less than £1,000,000 per Order, or such greater/other sum as may be agreed with the Framework Public Body; and

50.1.2. professional indemnity insurance in the sum of not less than £1,000,000 per Order, or such greater/other sum as may be agreed with the Framework Public Body.

50.1.3. employer's liability insurance in accordance with any legal obligation for the time being in force.

50.2. Such insurance must be maintained for the duration of the Contract and for a minimum of 5 years following the expiry or termination of the Contract.

50.3. The Service Provider must give the Purchaser, 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.

51. Force Majeure

51.1. Neither Party is liable to the other Party for any delay in performing, or other failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Nonetheless, each Party must use all reasonable endeavours to

continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 3 months, either Party may terminate the Contract with immediate effect by notice.

51.2. Any delay or other failure by the Service Provider in performing its obligations under the 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.

51.3. 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 51.1, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.

51.4. The only events that afford relief from liability for failure or delay under the Contract are Force Majeure events.

52. Dispute Resolution

52.1. The Parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract.

52.2. Any dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, which cannot be resolved in accordance with the Management Arrangements, 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.

52.3. Any arbitration under clause 52.2 is subject to the Arbitration (Scotland) Act 2010.

53. Severability

If any provision of the 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 the Contract continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

54. Waiver and Cumulative Remedies

54.1. Any failure of either Party to insist upon strict performance of any provision of the 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 the Contract.

54.2. 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).

54.3. A waiver of any Default is not a waiver of any subsequent Default.

54.4. The rights and remedies provided by the 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.

55. Termination on Default

55.1. The Purchaser may terminate the Contract by notice to the Service Provider with immediate effect if the Service Provider commits a Default and if:

55.1.1. the Service Provider has not remedied the Default to the satisfaction of the Purchaser within 20 Working Days, or such other period as may be specified by the Purchaser, after issue of a notice specifying the Default and requesting it to be remedied;

55.1.2. the Default is not in the opinion of the Purchaser, capable of remedy; or

55.1.3. the Default is a material breach of the Contract.

56. Termination on Insolvency and Change of Control

56.1. The Service Provider shall notify in writing immediately, and the Purchaser may terminate the Contract with immediate effect by notice, where in respect of the Service Provider:

56.1.1. 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 assignation for the benefit of, its creditors;

56.1.2. 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);

56.1.3. 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;

56.1.4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

56.1.5. 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;

56.1.6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

56.1.7. 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;

56.1.8. a debt relief order is entered into; or

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

56.2. The Purchaser may terminate the Contract by notice with immediate effect within 6 months of:

56.2.1. being notified that a change of Control has occurred in accordance with clause 33.2 (Change of Control); or

56.2.2. where no such notification has been given, the date that the Purchaser becomes aware of the change of control.

56.3. But the Purchaser may not terminate the Contract under clause 56.2 where approval of the change of control has been granted by notice by the Purchaser.

57. Consequences of Expiry or Termination

57.1. Where the Purchaser terminates the Contract under clause 55 (Termination on Default) and makes other arrangements for the provision of services, the Service Provider indemnifies the Purchaser against all costs incurred in making those arrangements.

57.2. Where the Purchaser terminates the Contract under clause 5 (Break), the Purchaser indemnifies the Service Provider against any unavoidable losses directly resulting from the termination of the Contract (excluding loss of profit).

57.3. Any indemnity given by the Purchaser under clause 57.2 is subject to the Service Provider:

57.3.1. taking all reasonable steps to mitigate its loss;

57.3.2. taking all reasonable steps to recover its losses under any insurance policies held by it; and

57.3.3. submitting a fully itemised and costed list of losses which it seeks to recover from the Purchaser together with supporting evidence.

57.4. Except as provided for in clauses 48 (General Indemnity), 57.1 and 57.2, no indemnity is given or special payment is to be made by either Party to the other Party on expiry or termination of the Contract.

57.5. On expiry or termination of the Contract the Service Provider must:

57.5.1. immediately return to the Purchaser all Purchaser Property and Purchaser Protected Information in its possession; and

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

57.6. The following provisions survive the expiry or termination of the Contract:

57.6.1. clause 1 (Definitions and Interpretation);
57.6.2. clause 9 (Official Secrets Acts)
57.6.3. clause 14 (Recovery of Sums Due);
57.6.4. clause 15 (Data Protection);
57.6.5. clause 16 (Freedom of Information and Transparency);
57.6.6. clause 17 (Purchaser Information);
57.6.7. clause 18 (Audit);
57.6.8. clause 19 (Publicity);
57.6.9. clause 24 (Offers of Employment);
57.6.10. clause 26 (Information about Service Provider Employees);
57.6.11. clause 27 (Staff transfer on expiry or termination);
57.6.12. clause 28 (Parties' pre-existing Intellectual Property Rights);
57.6.13. clause 29 (Specially Created Intellectual Property Rights);
57.6.14. clause 30 (Licences of Intellectual Property Rights);
57.6.15. clause 31 (Claims relating to Intellectual Property Rights);
57.6.16. clause 39 (Service Provider's Equipment);
57.6.17. clause 40 (Purchaser's Property);
57.6.18. clause 43 (Tax arrangements);
57.6.19. clause 47 (Warranties and Representations);
57.6.20. clause 48 (General Indemnity);
57.6.21. clause 49 (Limitation of Liability);
57.6.22. clause 50 (Insurances);
57.6.23. clause 52 (Dispute Resolution);

57.6.24. clause 54 (Waiver and Cumulative Remedies);
57.6.25. this clause 57 (Consequences of Expiry or Termination); and
57.6.26. clause 58 (Governing Law and Jurisdiction).

57.7. Immediately upon termination of the Contract for any reason whatsoever the Service Provider shall render such reasonable assistance to the Purchaser or third party nominated by the Purchaser, if requested, as may be necessary to effect an orderly assumption by a replacement Service Provider of the Services previously performed by the Service Provider under the Contract. The Service Provider shall be entitled to charge for such termination services as agreed between the parties in accordance with the Framework Pricing Schedule.

On expiry or termination of the Contract the Service Provider must:

57.7.1. immediately return to the Purchaser all Purchaser's Property and Purchaser's Protected Information in its possession; and

57.7.2. destroy or delete any copies of Purchaser's Protected Information (whether physical or electronic) in its possession.

58. Governing Law and Jurisdiction

The Contract is governed by and interpreted in accordance with Scots law and, subject to clause 52 (Dispute Resolution), the Parties submit to the exclusive jurisdiction of the Scottish courts.

SCHEDULE 5.1 – DATA PROTECTION ***(to be completed by the framework public body where the order includes the processing of personal data)***

Data Processing provision as required by Article 28(3) GDPR.

This Part includes certain details of the Processing of Personal Data in connection with the Services:

1.1.1 Subject matter and duration of the Processing of Personal Data

1.1.2 The subject matter and duration of the Processing of Personal Data are set out in the Contract.

1.1.3 The nature and purpose of the Processing of Personal Data

[Include description here]

1.1.4 The types of Personal Data to be Processed

[Include list of data types here]

1.1.5 The categories of Data Subject to whom Personal Data relates

[Include categories of data subjects here]

1.1.6 The obligations and rights of the Purchaser

The obligations and rights of the Purchaser as the Data Controller are set out in Clause 15 of the Contract.

This is and the following **2** pages comprise Schedule 6 to the foregoing Contract between the Scottish Ministers and «F3: Contractor name»

SCHEDULE 6 – PARENT COMPANY GUARANTEE

TO BE COMPLETED, IF APPLICABLE, AT FRAMEWORK AWARD STAGE

1. We [here insert the full name of the parent company], a company incorporated under the Companies Acts (Company number [ ]) and having our Registered Office at [ ] refer to the Framework Agreement concluded between the Scottish Ministers and [insert name of Contractor], a company incorporated under the Companies Acts (Company number [ ] and having its Registered Office at [ ] ("the Company") of which we are the ultimate holding company, for the provision [*specify nature of goods or services*] ("the Framework Agreement") and in security of the Company's obligations thereunder guarantee the same in the following manner:-

1.1 We guarantee that the Company shall perform all its obligations contained in the Framework Agreement.

1.2 If the Company shall in any respect fail to perform its obligations under the Framework Agreement or shall commit any breach thereof, we undertake, on demand by the Scottish Ministers, to perform or to take whatever steps may be necessary to achieve performance of said obligations under the Framework Agreement and shall indemnify and keep indemnified the Scottish Ministers against any loss, damages, claims, costs and expenses which may be incurred by them by reason of any such failure or breach on the part of the Company.

1.3 Our guarantee and undertakings hereunder shall be unconditional and irrevocable, and without prejudice to the foregoing generality we shall not be released or discharged from our liability hereunder by:

1.3.1 any waiver or forbearance by the Scottish Ministers of or in respect of any of the Company's obligations under the Framework Agreement whether as to payment, time, performance or otherwise howsoever, or by any failure by the Scottish Ministers to enforce the Framework Agreement or this instrument, or

1.3.2 any alteration to, addition to or deletion from the Framework Agreement or the scope of the obligations to be performed under the Framework Agreement, or

1.3.3 any change in the relationship between ourselves and the Company; or

1.3.4 the bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, administrative or other receivership or dissolution of the Company, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction,

and our guarantee and undertakings shall continue in force until all the Company's obligations under the Framework Agreement and all our obligations hereunder have been duly performed.

2. This Guarantee shall be construed and take effect in accordance with Scots Law.

3. Our obligations under this Guarantee may be enforced by the Scottish Ministers at their discretion without first having taken any steps or proceedings against the Company or any other person.

4. We shall, on demand by the Scottish Minsters, execute such documents or take such action as the Scottish Ministers may require, for protecting the Scottish Ministers rights under this Guarantee.

5. If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the other provisions of this Guarantee shall not be affected or impaired.

6. No single or partial exercise by the Scottish Ministers of any right, power or remedy provided by law or under this Guarantee shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7. The rights, powers and remedies provided in this Guarantee are cumulative with, and not exclusive of, any rights, powers and remedies provided by law.

8. All notices and other communications required or permitted to be given in terms of this Framework Agreement, or any proceedings relating to it, shall be in writing and will be sufficiently served:

   if delivered by hand; or

   if sent by fax; or

   if sent by prepaid recorded or special delivery post; or

   if sent by email

   to the address specified below or to such other address as is from time to time notified to the other party in accordance with the provisions of this Clause 8:

   Scottish Ministers:

   [to be completed]

   [Guarantor]

   [to be completed]

9. Any such notice or communication shall be deemed to have been served,

   if delivered by hand, on the date of delivery;

   if sent by fax, 4 working hours after the time at which the fax was sent;

   if sent by pre-paid recorded or special delivery post, on the date of delivery; or

   if sent by electronic mail, 4 working hours after the time at which the email was sent,

   provided that, if in accordance with the above provisions, any such notice or communication is delivered or received outside working hours on any working day, such notice or communications shall be deemed to have been served at the start of the working hour on the next working day thereafter.

   For the purposes of this Clause 9:

   'working day' means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971; and

   'working hour' means an hour between 0900 hours and 1700 hours on a working day.

10. Each person giving a notice or making a communication hereunder by fax or email shall promptly confirm such notice or communication by post to the person to whom such notice

or communication was addressed but the absence of any such confirmation shall not affect the validity of any such notice or communication or time upon which it is deemed to have been served: IN WITNESS WHEREOF these presents typewritten on this and the [2] preceding pages are executed as follows:

SIGNED for and on behalf of [DN: insert name of the Company]

At.....

On.....

Signature.....

Full name .....

Position .....

Address.....

……..

In the presence of

Signature.....

Full name .....

Address.....

……

This page comprises Schedule 7 to the Framework Agreement between the Scottish Ministers and STREAMLINE CORPORATE LTD.

SCHEDULE 7 – TRANSPARENCY REPORTS AND CONTRACTOR SENSITIVE INFORMATION

Part 1- Transparency Reports

The Authority will routinely publish information in relation to the Framework, this information will be released in Transparency Reports. An example of the type and frequency of the information is as follows:

TRANSPARENCY REPORTS (to be completed by the Authority within 3 months of Contract Award)

TITLE	CONTENT	FORMAT	FREQUENCY
(Performance)			
(Charges)			
(Major subcontractors)			
(Technical)			
(Performance management)			

CONTRACTOR SENSITIVE INFORMATION

Type of information specified as Contractor Sensitive Information	Reason why information is sensitive	Duration of sensitivity

This page comprise Schedule 8 to the Framework Agreement between the Scottish Ministers and STREAMLINE CORPORATE LTD

SCHEDULE 8 – Exit Strategy

To be completed within 3 months of Framework commencement date.

1. **Contract re-tender and re-negotiation**

   The Contractor shall carry out services necessary to allow Authority to undertake the competitive re-bid of a framework agreement, or to take over the provision of the Services itself. These services cover:

   [ ].

2. **Assistance with termination**

   2.1 The Exit Plan shall be produced and delivered by the Contractor to the Authority in accordance with the steps defined in clause 44.2.

   2.2 The Contractor shall throughout the period of the Framework Agreement, maintain and continuously update the Exit Plan which shall include the contents listed in clause 44.3.

3. **Post termination**

   In accordance with clause 50 (Consequences of termination), following the termination of the Framework Agreement the Contractor shall return to the Authority ` all Authority Property and Authority Protected Information in the Contractor's possession and destroy or delete any copies of Authority Protected Information (whether physical or electronic) in its possession, and a duly authorised officer of the Service Provider shall certify that this has been done.

SCHEDULE 9 – DATA PROTECTION - NOT USED

SCHEDULE 10 – APPROVED SUB-CONTRACTORS

Approved Sub-Contractors	Relevant obligations
Redacted	Redacted
Redacted	Redacted
Redacted	Redacted
Redacted	Redacted
Redacted	Redacted
Redacted	Redacted