

FRAMEWORK REFERENCE NUMBER SP-19-004

FRAMEWORK AGREEMENT

-between-

**(1) THE SCOTTISH MINISTERS ACTING THROUGH THE SCOTTISH GOVERNMENT (THE
“AUTHORITY”)**

-and-

(2) EXECSPACE LIMITED (THE “CONTRACTOR”)

-relating to the supply of-

A SOURCING AND BOOKING OF MEETING ROOMS AND CONFERENCE VENUES SERVICE

-for the benefit of-

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

Table of Contents Page

SECTION A

1. Definitions and Interpretation
2. Condition Precedent
3. Nature of this Agreement
4. Period
5. Break
6. Specification Service Levels
7. Price
8. Award Procedures
9. Management Arrangements
10. Official Secrets Acts

SECTION B

11. Contractor's Status
12. Notices
13. Recovery of Sums Due
14. Data Protection
15. Transparency and Freedom of Information
16. Authority Protected Information
17. Contractor Sensitive Information
18. Audit [and Records Management]
19. Publicity

SECTION C

20. Key individuals
21. Offers of Employment
22. Staff transfer at commencement
23. Information about Contractor Employees
24. Staff transfer on expiry or termination
25. Security

SECTION D

26. Parties pre-existing Intellectual Property Rights
27. Specially created Intellectual Property Rights
28. Licences of Intellectual Property Rights
29. Claims relating to Intellectual Property Rights
30. Assignment and Change of Control
31. Sub-contracting
32. Amendment

SECTION E

33. Warranties and Representations
34. Indemnity
35. Limitation of liability
36. Insurances
37. Dispute Resolution
38. Severability
39. Waiver and Cumulative Remedies
40. Force Majeure
41. Disruption

- 42. Termination Rights
- 43. Termination on Insolvency or Change of Control
- 44. Exit Management
- 45. Compliance with the Law and Changes in the Law
- 46. Offences
- 47. Tax arrangements
- 48. Blacklisting
- 49. Conflicts of interest
- 50. Consequences of Expiry or Termination
- 51. Entire Agreement
- 52. Governing Law and Jurisdiction

SCHEDULES

Schedule 1	Specification and Service Levels
Schedule 2	Pricing Schedule
Schedule 3	Award Procedures
Schedule 4	Management Arrangements
Schedule 5	Standard Terms of Supply
Schedule 5.1	Data Protection
Schedule 6	Parent Company Guarantee NOT USED
Schedule 7	Transparency Reports and Contractor Sensitive Information
Schedule 8	Exit Management
Schedule 9	Data Protection NOT USED
Schedule 10	Approved sub-contractors NOT USED

PREAMBLE:

- ONE The Authority requires the supply of Services to the Scottish Ministers acting through the Scottish Government and Framework Public Bodies;
- TWO On Thursday 2 May 2019 the Authority's contract notice relating to the Services was published in the Official Journal of the European Union with reference number 2019/S 085-203834;
- THREE On Thursday 2 May 2019 the Authority issued its ITT to potential Contractors (including the Contractor) in respect of the supply of Services;
- FOUR On Friday 31 May 2019 the Contractor submitted its Tender;
- FIVE On the basis of the Tender, the Authority has selected the Contractor ExecSpace Limited 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 ExecSpace Ltd, Registration No SC332838 whose registered office is at Mitchell House, 5 Mitchell Street, Leith, Edinburgh, EH6 7BD

“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 2018 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.

“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 and the following public bodies; 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.

Information about Scottish Public Bodies is available at:

<http://www.scotland.gov.uk/Topics/Government/public-bodies/about>

Information about the Review of Public Procurement in Scotland and links to the other Centres of Expertise are available at:

<http://www.scotland.gov.uk/Topics/Government/Procurement>

“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, 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.

“ITT” means the Authority’s invitation to tender dated Wednesday 1 May 2019.

“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 Framework Public Bodies 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 Friday 31 May 2019.

“Termination Notice” means a notice to terminate this Framework 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 2015. Call-off Contracts are public contracts within the meaning of that regulation.
- 3.2. This Agreement is a single supplier framework agreement and the contractor that is party to it is the contractor. No other contractors are party to the Framework Agreement.
- 3.3. This Agreement is a multi-user 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. Save to the extent specifically provided for in this Agreement, the Contractor acknowledges that it is not the exclusive supplier of the Services to the Authority **or** Framework Public Bodies and as such no guarantee of work or volume of work has been granted by the Authority **or** 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 and including 1 September 2019 (the “Commencement Date”) to and including 31 August 2023, unless it is terminated earlier or extended under Clause **Error! Reference source not found.**
- 4.2. 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

The Authority may terminate the Contractor's interest in the Framework Agreement at any time by giving not less than 3 months' notice to the Contractor.

6. Specification and Service Levels

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, Rates, Discounts and Rebates contained within this Schedule are firm for the duration of the Framework.
- 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.

8. Award Procedures

- 8.1. The Award Procedures may be invoked by 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 Contractor's interest in the Framework Agreement has been terminated; or
 - 8.2.3. the Contractor's appointment to provide Services to the Framework Public Bodies has been suspended in accordance with clause 9.2 (Management Arrangements).
- 8.3. The 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, the 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 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 Rights) 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 all 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 12.3; 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:

- 12.3.1. For the Authority:

Scottish Procurement and Commercial Directorate
Victoria Quay
Edinburgh
EH6 6QQ
For the attention of: [REDACTED]
Tel: [REDACTED]
E-mail: [REDACTED]

- 12.3.2. For the Contractor:

[REDACTED]
Execspace Ltd
5 Mitchell Street
Edinburgh
EH6 7BD
Email: [REDACTED]

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

13. Recovery of Sums Due

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 16.1 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 17.1 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 (Transparency and 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 and Records Management

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

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

'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

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 may constitute a Relevant Transfer in respect of the Incoming Employees.
- 22.2. 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.
- 22.3. 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 22.2

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 may constitute a Relevant Transfer in respect of the Outgoing Employees.
- 24.2. 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:
- 24.2.1. the provision of information pursuant to clause 23;
- 24.2.2. 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 Contractor in respect of any Outgoing Employee on or before the date of the Relevant Transfer;
- 24.2.3. 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
- 24.2.4. 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 Authority to comply with any legal obligation to such trade union, body or person.
- 24.3. 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).
- 24.4. 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 24.3.

25. Security

- 25.1 The Contractor 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

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 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 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 assignment takes effect on the Commencement Date or as an assignment 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 assignment.

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 all Intellectual Property Rights referred to in clause 27.1 above (Specially Created Intellectual Property Rights).
- 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. Assignment 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:
- (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 Authority; or
 - (c) any private sector body which substantially performs the functions of the Authority, provided that any such assignment, 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"):
- (a) 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
 - (b) 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 to other sub-contractors 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 31.3 (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.
- 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 performance 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 its intention to do so in at least one trade journal, [at least one newspaper circulating in [refer to locality]] 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

SECTION E

33. Warranties and Representations

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.

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 liability of either Party under the Framework Agreement for Defaults is limited to £1 million per incident, or any greater/other sum 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.
 - 35.4.4. any breach of any obligations under Data Protection Laws.

36. Insurance

- 36.1. 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 million per incident;
 - 36.1.2. professional indemnity insurance in the sum of not less than £1 million per incident; and
 - 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 39.2 is subject to the Arbitration (Scotland) Act 2010.

38. Severability

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 40.1, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.
- 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;
 - 42.2.3. 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.

- 42.2.4. 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.
- 42.3 The Authority may terminate the Framework Agreement if a Call-off Contract is terminated because of a Default by the Contractor.
- 42.4 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.

- 42.5 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 (Assignment 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 43.2 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 44.3. 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;
 - 44.4.4. 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 Contractor 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

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 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 (Transparency and 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 termination which may be recovered by the Authority from the Contractor and shall include (but not be restricted to): -

- 50.5.1. any additional operational and administrative costs and expenses incurred by the Authority by virtue of such termination of the Framework Agreement;
 - 50.5.2. 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
 - 50.5.3. 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
 - 50.6.2. 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 31 preceding pages together with the 5 Schedules annexed hereto are executed as follows:

SIGNED for and on behalf of the Scottish Ministers **SIGNED** for and on behalf of ExecSpace Limited

At..... [REDACTED]

At..... [REDACTED]

On..... [REDACTED]

On..... [REDACTED]

Signature..... [REDACTED]

Signature..... [REDACTED]

Full name [REDACTED] .

Full name..... [REDACTED]

Position [REDACTED] .

Position..... [REDACTED]

Address..... [REDACTED]

Address... [REDACTED]

In the presence of

In the presence of

Signature..... [REDACTED]

Signature..... [REDACTED] ..

Full name [REDACTED]

Full name..... [REDACTED] ..

Address..... [REDACTED] .

Address..... [REDACTED]

This and the following 28 pages comprise Schedule 1 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 1 – SPECIFICATION SERVICE LEVELS

Sourcing and Booking of Meeting Rooms and Conference Venues – Reference SP-19-004

Definitions

1. In addition to the Definitions contained within the Terms and Conditions of this Framework Agreement, the following terms within Schedule 1 shall be taken to have the meanings given below:

“Booker” means the employee or other representative of the Framework Public Body who provides details of the services required so that the required services can be arranged.

“Bill Back” means a way of allowing the Contractor to book a venue and accommodation (if required) and to pay for that booking on behalf of the Framework Public Body. The Contractor thereafter invoices the relevant Framework Public Body;

“Delegate” means individuals who attend or are due to attend a conference or meeting which has been booked through the Framework

“Booking Service” means booking and help channels provided by the Contractor including but not limited to telephone, email and web booking form;

“Transaction” means a conference/meeting venue booked for any number of delegates for any duration including any overnight accommodation irrespective of the number of rooms or consecutive nights stay.

Introduction

2. The Scottish Ministers (the Authority) is seeking to establish a Framework Agreement for the provision of the Sourcing and Booking of Meeting Rooms and Conference Venues. The Framework Agreement will be awarded to a single Contractor.
3. 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.

Information about Scottish Public Bodies is available at:

<http://www.scotland.gov.uk/Topics/Government/public-bodies/about>

Information about the Review of Public Procurement in Scotland and links to the other Centres of Expertise are available at:

<http://www.scotland.gov.uk/Topics/Government/Procurement>

4. The Framework Agreement will be managed centrally by the Scottish Procurement and Commercial Directorate (SPCD) on behalf of the Authority.
5. The procurement has been advertised by publishing a Contract Notice in the Public Contracts Scotland Portal using the Open Procedure.
6. The purpose of this Schedule 1 is to provide a description of the Services that the Contractor shall be required to deliver to Framework Public Body(s) under this Framework Agreement.
7. Any Services listed within this Schedule, but not listed in Framework Agreement Schedule 2 – Pricing Schedule, shall be provided free of charge.

Period of Framework

8. The Framework Agreement will commence on 1 September 2019, for a period of 4 years or until it is sooner terminated on the expiration of 1 months' notice given by the Scottish Ministers.
9. The Framework Public Body reserves the right, if the Contractor is unable to fulfil its obligations under the contract, to make a separate contract(s) for the services specified and to reclaim any additional costs incurred.

Commencement of Full Operations

10. The Contractor will take on responsibility for the Sourcing and Booking of Meeting Rooms and Conference Venues from 1 September 2019. The Sourcing and Booking of Meeting Rooms and Conference Venues which began before 1 September 2019 will be delivered under the previous Framework.

Legislative Requirements

11. The Contractor shall assist the Authority and Framework Public Bodies in meeting their obligations in respect of any legislative requirements including but not limited to Equality Act 2010, Corporate Manslaughter Act and any other legislation which may be in force from time to time.

Use of Framework

12. The services shall be provided to the Authority, the Framework Public Bodies and other nominated individuals such as Consultants working on behalf of the Authority and the Framework Public Bodies (this also includes bookings authorised and paid for by the Authority and/or Framework Public Body) whilst meeting the requirements of the Delegates within the Framework Public Bodies' policies.
13. The Contractor should note that the Framework/Contract(s) for all the Services are purely for business use. Under no circumstances should the Delegates of the Authority, the

nominated Framework Public Bodies, other Government Departments and Public Bodies and other nominated individuals authorised by the Authority and/or the Framework Public Bodies, utilise the services for private use, unless stipulated otherwise by the Framework Public Body.

14. Business use will include the use of the services for bookings paid for by the Framework Public Body.

Cost Model

15. The framework will be based on a transaction fee or a commission and transaction fee model. The model shall be agreed between the Contractor and the Framework Public Body at call-off stage. Each Framework Public Body's account will be operated independently, with the respective Framework Public Body being responsible for payment of the account. All rebates earned will be returned to the respective Framework Public Body organisation.
16. Any Framework Public Body wishing to reduce or cancel transaction fees by allowing the Contractor to retain all or part of the commission must provide spend profile information to allow the Contractor to accurately calculate and propose the revised transaction fees. This option will therefore only be available to Framework Public Body(s) that commit to a call-off contract for a pre-defined period.
17. The Contractor shall track all commission payments in a fully auditable way and return commissions in the form of rebates (when applicable to the cost model agreed at call-off stage) to the Framework Public Body. Rebates shall be paid on an annual basis within 3 months of each anniversary of the framework commencement date. The actual process shall be agreed with each Framework Public Body during implementation of their Contracts.
18. The Contractor shall provide the Authority and Framework Public Bodies with full visibility of commissions, financial and non-financial sales and marketing incentives etc.

Implementation

19. It is envisaged that Framework Public Bodies will engage with the Contractor immediately after award therefore the Contractor must:
- Provide and manage an implementation plan detailing all aspects of the Services. The Contractor's implementation plan shall include all main activities and timescales required for a successful implementation including:
 - Mobilisation, liaison and communication
 - Project plan & implementation proposals
 - Assessing & monitoring success
 - Capacity to gear up for contract start
 - The Contractor will inform the Authority and Framework Public Body immediately if there are any actual or anticipated delays which are likely to threaten implementation on the agreed date.
 - Provide and manage a communications plan that shall be used throughout the implementation project, identifying the personnel, tools and key milestones involved including:
 - Interaction with the Framework Public Body on a local/national/regional/global level
 - Marketing of the conference and meeting room venue booking programme in the countries/regions

- Provide information on any potential challenges with regard to labour law requirements, such as TUPE, relevant to this contract.

Value of Service and Cost Effective Bookings

20. The Contractor shall provide cost effective advice and options to the Authority and Framework Public Bodies as an integral part of the Services including advice and options for venue booking alternatives and avoidance. Cost effective venue booking arrangements contain various factors, which will be defined separately by each Framework Public Body at contract award stage. Cost effective conference and meeting room venue booking may vary between Framework Public Bodies and may include but not be limited to taking account of sustainability, choice of type of venue etc. To support the Framework Public Body the Contractor shall (if requested) incorporate carbon costs incurred through offsetting in the financial appraisal of options.
21. The Contractor shall provide information on the effectiveness of their cost effective advice at review meetings and pro-actively identify and suggest ways to maximise cost effectiveness.
22. The Contractor shall always offer the best price on the day of booking whilst ensuring Framework Public Bodies' specific requirements are met.
23. The Contractor shall constantly source and negotiate improved rates and deals on behalf of the Authority and the Framework Public Bodies and share their plans and strategy with the Authority and the Framework Public Bodies.
24. The Contractor shall facilitate and promote Authority and/or Framework Public Body negotiated agreements where they provide greater value for money than any other deals available and make such deals available to the Framework Public Body at all times.
25. The Contractor shall work with the Authority and the Framework Public Bodies to encourage the use of discounted rates, CO2 emissions reduction and promote the benefits of good programme management.
26. In the event of any element of the Services being incorrectly booked due to Contractor error the Contractor shall refund all costs incurred within timescales agreed with the Authority and/or the Framework Public Bodies. Such refunds shall be made directly to the Framework Public Body responsible for arranging the booking, and the Contractor will make no additional charge for re-booking where required.
27. The Contractor shall always inform the Framework Public Body at the point of booking of all additional charges which may be made by a third party provider relating to that booking. Examples may include catering, additional break-out rooms, AV services and similar.

Service

28. In providing the services the Contractor shall be committed to providing a high quality service to the Framework Public Bodies. This level of service must be consistent for every individual Framework Public Body irrespective of the value of their requirement.
29. The Contractor shall notify Framework Public Bodies immediately of any issues affecting the Service.

Meeting and Conference Venue Service Requirements

30. The Authority and Framework Public Bodies have a requirement for the sourcing and booking of meeting rooms and conference venues. For the avoidance of doubt, full event management is outside the scope and does not form part of the Services. However some

event management services of a Delegate management and logistical nature may be required.

31. The Contractor shall:

- Provide a comprehensive and cost effective meeting and conference venues facilities booking service, to provide full conference venue facilities for meetings, conferences and training courses on a residential and non-residential basis throughout the United Kingdom and overseas.
- Negotiate with the conference venue to obtain the best value for money option e.g. compare the 24 hour Delegate rate with the B&B + 8 hour rate to ensure the best option is chosen.
- Negotiate improved cancellation terms and conditions.
- Secure the lowest possible rates for conference facilities to be used by the Authority's and the Framework Public Bodies' staff within the United Kingdom and overseas.
- Inform the Authority and the Framework Public Bodies of any additional charges made by the venue at point of booking. The Contractor to take the additional cost into account to assess the full cost and offer the most cost effective venue to the Authority and Framework Public Bodies.
- Assist Authority and/or Framework Public Body with developing a bespoke conference venue programme if required.
- Identify periods of off peak demand for conference venues, with a view to obtaining preferential rates. These preferential rates shall then be offered to the Authority and the Framework Public Bodies. The Contractor, at the time of booking, shall also offer the Authority and the Framework Public Bodies special daily offers, comparing all possible rates for each booking in order to offer the best value for money rate.
- Offer the most cost-effective rates, including any Authority and/or Framework Public Body negotiated agreements, if these offer the best value for money to the Authority and the Framework Public Bodies for conference venues within the UK and overseas.
- As a matter of course, provide assistance with obtaining discounted rates, particularly when corporate rates are not available.
- Provide the Authority or the Framework Public Bodies with a minimum of three options and provide a written quotation detailing the following:
 - Hourly rate
 - Day Delegate rate (including 24 hour rate with dinner, bed and breakfast if required)
 - Room hire rate
 - Best value for money option
 - Syndicate rooms requested and any additional cost
 - Additional equipment requested and any additional cost
 - Cancellation policy
 - Public transport links
 - Average taxi fare from main points of arrival
 - Proximity to rail stations and airports
 - Detailed specification relevant to the Bookers requirement e.g. menus, room layout, additional equipment.
 - Details of disabled access and special requirements facilities if requested.
- Offer block booking of conference venues and/or multiple bookings (i.e. simultaneous bookings made for similar requirements at different locations) and volume discounts where applicable, accurately recording MI accordingly to ensure full visibility on every booking
- Amend and cancel conference facilities reservations and provide refunds where necessary.

- Process any amendments or cancellations to bookings by any method stipulated by the Authority and the Framework Public Bodies and identify in advance any cancellation fees that may be incurred as a consequence.
- Always negotiate to minimise the cancellations charges applied.
- Act immediately on all notifications of cancellations in order to avoid unnecessary cancellation charges to the Authority and the Framework Public Bodies and provide written tailored confirmation to the Authority or the Framework Public Bodies within 2 hours of receipt of notification of cancellation. The Contractor shall be liable for any cancellation charges that arise as a result of the Contractor's negligence.
- Contact the Authority or the Framework Public Bodies, in line with the specific venue's cancellation policy timescales, and no later than 24 hours prior to the cancellation deadline, to ensure that the conference facility is still required.
- Always try to re-sell the space cancelled to other Framework Public Bodies to minimise the impact on the Authority and Framework Public Bodies.
- Systematically monitor and analyse the Authority's and the Framework Public Body's conference usage, expenditure and allocations and provide this information to the Authority and the Framework Public Bodies.
- Make considered recommendations on improving rates and allocations, reducing costs and adding value (e.g. free upgrade to a double room if overnight accommodation is required) on an ongoing basis.
- Negotiate with conference venues to obtain an inclusive rate for conference accommodation that includes equipment, syndicate room etc where it is more cost effective to do so.
- Ensure that the conference facilities are the most economically advantageous to the Authority and the Framework Public Bodies.
- Ensure that the venues only charge for the requirement as confirmed on the booking and that any additional charges (e.g. additional tea and coffee) are paid for on the day by the event organiser or authorised in writing by the event organiser.
- Handle any required deposits in those instances where a credit card is not acceptable.
- Process conference facilities booking requests within the guidelines of the Authority's and the Framework Public Bodies' requirements. If necessary the Authority and/or the Framework Public Bodies shall be given the opportunity to visit the conference venue prior to confirming the booking.
- Hold the venue for a period of time, which is to be agreed with the Authority and/or the Framework Public Bodies, at nil cost until confirmation of booking is received.
- Where syndicate/meeting room(s) are required, provide the room(s) as specified by the Authority or the Framework Public Bodies. The Contractor shall state if the syndicate/meeting room(s) are included in the day or 24 hour Delegate rates or if the cost of providing the room(s) shall be an additional cost.
- Book non-commissionable and non-GDS properties if required by the Framework Public Body and telephone venues directly should they not be available/ not loaded in the GDS. Include such properties in options offered to the Framework Public Body.
- Assist the Authority/Framework Public Body with developing a bespoke MICE (Meetings, Incentives, Conferences & Events) programme if required.

Conference and Meeting Venues Service and Support

32. The Contractor shall:

- Ensure that all venues have an appropriate operating licence.
- Provide a designated contact for event liaison.
- Provide access to a sufficient number of venues and room nights in order to offer suitable facilities at all times, in all locations.
- Provide a billback service if available, if required by the Framework Public Body.
- Make upfront payment, if possible, when billback is not available.

- Inform the Framework Public Body at the point of booking if the venue cannot be paid for using Billback or upfront by the Contractor, and agree alternative arrangements for payment, e.g. the Framework Public Body to be invoiced directly by the conference venue provider.
 - Proactively advise the Authority and the Framework Public Bodies on how to reduce their conferencing expenditure.
 - Assist Framework Public Bodies in promoting and guiding Bookers towards Authority and/or Framework Public Body negotiated agreements, where this provides best value for money.
33. The Contractor shall discuss quotes and explain contracts from Venues with the Framework Public Body to confirm requirements and highlight any issues. For the avoidance of doubt the Contractor shall sign Venue contracts on behalf of the Framework Public Body.
34. The Contractor shall provide all information relating to the venue and its location to the Framework Public Bodies prior to booking. This will include:
- Provision of a map, and directions
 - Location of car park and cost if applicable
 - Accessibility by public transport
 - Facilities for disabled persons in compliance with the Equality Act 2010
35. The Contractor shall have a documented system for vetting the quality of the conference facilities offered and shall upon instruction from the Authority and/or the Framework Public Bodies remove from the list any venues that are not in accordance with standards established by the Authority and/or the Framework Public Bodies.
36. The meeting/conference/syndicate room(s) specified for the event, when booked, shall be the room(s) made available to the Authority or the Framework Public Bodies. The room(s) shall be set out as requested with sufficient seating for all Delegates. The room(s) shall be clean and in good decorative order and all furniture and equipment shall be clean and in a good state of repair with a current PAT tested certificate, or equivalent, where required. The room(s) shall have sufficient lighting, be heated and/or ventilated as required to ensure the comfort of the Delegates and be designated no smoking areas.
37. The Contractor must ensure that venues shall cater to all requirements stipulated by the Authority and/or the Framework Public Bodies and should include as a minimum:
- A1 flip chart, easel and pens in each room.
 - Access to TV, DVD player, overhead projector, LCD projector with screen.
 - Pens and notepaper
 - Internet access
 - Telephone access
 - Video conferencing facilities, if required
 - Access to additional business facilities, e.g. photocopier, if required
38. Any of the above which cannot be provided shall be notified to the Framework Public Body prior to any booking being made.
39. The Contractor shall ensure that the venue has adequate facilities for disabled persons that comply with the Equality Act 2010 and ensure that appropriate arrangements are made and in place throughout the conference/event.
40. The Contractor shall cater for any Delegate's special needs (for example Delegates with specific dietary requirements) and ensure that appropriate arrangements are made and in place throughout the conference/meeting.

41. The Contractor shall:
- Advise the Authority and the Framework Public Bodies on market trends.
 - Ensure that the Authority and the Framework Public Bodies are kept fully informed of any internal or external issues that may affect the provision of the Service.
 - Ensure that the Authority and the Framework Public Bodies are kept up to date of any changes to the Contractor's processes and procedures which may affect the Framework Public Bodies' booking experience.
 - Assist Framework Public Bodies in implementing their contractor contracts and in 'selling' and promoting the Services to their employees if they offer the most cost effective option.
 - Store, access and update information regarding the Authority's and Framework Public Bodies' negotiated agreements.
42. The Contractor will work closely with hotel or serviced accommodation providers when overnight accommodation is required. Alternatively, if overnight accommodation is to be provided by the conference or meeting room provider, then all of the requirements described in the sections of this Framework Agreement document referring to Hotels or Serviced Apartments accommodation shall apply to this element of the requirement, depending on the type of accommodation being provided.

Delegate Management and Logistical Support

43. If required to do so by the Framework Public Body as part of the meeting, event or conference, the Contractor shall provide following Services:
- The creation and issuing of Delegate invitations;
 - Services to ensure all Delegates are aware of the event, and are issued with timings, travel arrangements and any other related instructions and materials relating to the event;
 - Arrange and monitor a dedicated email address and telephone number for Delegate support;
 - Source and secure (in liaison with the Framework Public Body) any facilitators or speakers which may be required;
 - Management of subcontractors and third parties which may be involved and work with the Framework Public Body's event management provider if required;
 - Coordination services to include:
 - Provision and management of Delegate badges for the event;
 - Delegate reception facilities;
 - Ensuring any equipment required by the Framework Public Body (for example lecterns, audio-visual presentational facilities) is available, in working order and on-site technical support is provided by the venue.

Conference and Meeting Venues Health and Safety Standards

44. All conference and meeting venues booked by the Contractor shall be to the following minimum health and safety standards. Any of the below which cannot be provided shall be notified to the Framework Public Body prior to any booking being made.
- Compliance with all minimum operating standards as defined by the relevant local authority;
 - A current Fire Risk Assessment in place;
 - A working smoke alarm or centrally managed fire detection systems which are regularly tested;
 - A list of emergency procedures available to the Delegates;
 - All furniture and furnishings must meet fire resistance regulations;
 - Adequate means of escape in the event of fire;

- If the venue has lifts, there are signs to indicate that these should not be used in the event of a fire;
- Emergency exit signage clearly visible in all public areas & meets local authority standards;
- Emergency exits are not obstructed;
- Details of evacuation instructions, escape map and muster point to be easily visible;
- Automatic fire doors in corridors;
- Alarms audible in public areas as well as individual conference rooms;
- Conference rooms and public areas have a sprinkler system;
- Functional carbon monoxide detector (if applicable);
- Equipped with controllable central heating or individual electric heaters;
- Water heating equipment is in working order;
- Electricity & gas supplies and the sanitation system are in working order;
- Free from damp;
- Secure windows & exterior doors;
- Electricity supply and all electrical installations (hard wired appliances) are safe to use and checked regularly by a qualified electrician or a trained staff member;
- All portable electrical equipment that is supplied is tested regularly by a qualified electrician or a trained member of staff;
- All relevant safety certificates are displayed and appliances show testing dates;
- Management support is available in the event of an emergency;
- Properties maintain adequate public liability insurance;
- Venues are free from fall or trip hazards;
- Availability of first aid facilities.

Overnight Accommodation

45. When booking a conference/meeting room venue, if the Framework Public Body also requires overnight accommodation as part of the conference/meeting event then the Contractor will book this on behalf of the Framework Public Body if requested. For the avoidance of doubt, overnight accommodation bookings with providers other than the conference/meeting room venue provider are included within the scope of the Sourcing and Booking of Meeting Rooms and Conference Venues Framework but the booking must be in relation to the event that is taking place.
46. When booking overnight accommodation the Contractor shall:
 - Secure the lowest possible rates for accommodation.
 - Inform the Authority and the Framework Public Bodies of any additional charges made by the provider at point of booking. The Contractor to take the additional cost into account to assess the full cost and offer the most cost effective option to the Framework Public Bodies.
 - Negotiate preferential rates for bed and breakfast, dinner, room service, block bookings and/or long term stays i.e. 2 nights and above, and volume purchase discounts.
 - Identify periods of off peak demand for accommodation, with a view to obtaining preferential rates. These preferential rates shall then be offered to the Authority and the Framework Public Bodies. The Contractor, at the time of booking, shall also offer the Authority and the Framework Public Bodies special daily offers, comparing all possible rates for each booking in order to offer the best value for money rate.
 - As a matter of course, provide assistance with obtaining discounted rates, particularly when corporate rates are not available.
 - Offer the most cost-effective rates, including any negotiated rates, if these offer the best value for money.
 - Secure reservations during peak periods including honouring corporate rates with last room availability.
 - Secure volume room space during peak periods e.g. during a major event.

- Negotiate preferential cancellation terms and conditions.
 - Always strive to negotiate/eliminate cancellations, by re-selling cancelled bookings where possible.
 - Negotiate added value benefits such as a free upgrade to a double room.
47. When booking overnight accommodation the Contractor shall:
- Guarantee that accommodation will be available for late arrival.
 - Reserve early check-in if requested by the Framework Public Body.
 - Have a documented system for vetting the quality of the accommodation offered and upon instruction from the Authority and/or the Framework Public Bodies remove from the list any venues that are not in accordance with standards established with the Authority and the Framework Public Bodies.
 - Ensure that the Authority and the Framework Public Bodies are kept fully informed of any internal or external issues that may affect the provision of the Service.
 - Ensure that the Authority and the Framework Public Bodies are kept up to date with any changes to the Contractor's processes and procedures which may affect the Framework Public Bodies' booking experience.
 - Assist Framework Public Bodies with advice and refund opportunities for late cancellation of a booking.
 - Store, access and update information regarding the Authority and/or Framework Public Body negotiated agreements.
 - Capture all savings and missed savings to be used for reporting as well as forming part of the Education programme.
 - Cater for any Delegates' special needs (for example Delegates with disabilities) and ensure that appropriate arrangements are made and in place throughout the stay.
 - Always advise the Framework Public Body of cancellation policies at the time of booking and ensure, where possible, that cancellations can be made without penalty up to 4pm on the day of arrival. This detail to be communicated on the Framework Public Body's booking confirmation.
 - Follow the same invoicing/payment procedures as are applicable for conference/meeting room bookings.
 - Arrange a late check-out facility if requested by the Framework Public Body.
 - Ensure that the property has adequate facilities for disabled persons that comply with the Equality Act 2010.
 - Provide information on the carbon impact of hotel accommodation, where available.

Overnight Accommodation Requirements and Standards

48. Overnight accommodation booked by the Contractor shall include breakfast and be to the following minimum standard:

Non-smoking, clean, en-suite double room for single occupancy (unless specified otherwise by the Framework Public Body) to include the provision of:

- Tea and coffee making facilities
- Direct dial telephone
- Work area with desk and chair
- Wardrobe/wardrobe space
- Adjustable heating/ventilation/air conditioning
- Secure lockable doors
- Good decorative order
- Statutory fire, safety and security arrangements
- 24 hour reception/night porter
- Access for disabled persons, to comply with the Equality Act 2010

- Suitable restaurant facilities offering a hot dinner menu (until at least 2100 hours) and a cooked or continental breakfast, as well as catering for special dietary needs
 - Suitable bed
 - Iron and ironing board
 - Hair dryer
 - Trouser press
 - Internet access including free or discounted wireless internet – Bookers should be advised if a charge will apply for this service
 - Room service
 - Secure and well lit car parking facilities
49. Any of the above which cannot be provided shall be notified to the Framework Public Body prior to any booking being made. However, the Contractor shall book accommodation of a lower/different standard if requested to do so by the Framework Public Body.

Health and Safety Requirements Applicable to Overnight Accommodation

50. All overnight accommodation booked by the Contractor shall be to the following minimum health and safety standards. Any of the below which cannot be provided shall be notified to the Framework Public Body prior to any booking being made.
- Compliance with all minimum operating standards as defined by the relevant legislation
 - A current Fire Risk Assessment in place
 - A working smoke alarm or centrally managed fire detection systems which are regularly tested
 - A list of emergency procedures available to the Delegate
 - All furniture and furnishings must meet fire resistance regulations
 - Adequate means of escape in the event of fire
 - Fire blanket and/or extinguisher provided in the kitchen if equipped with a hob
 - If the property has lifts, there are signs to indicate that these should not be used in the event of a fire
 - Emergency exit signage clearly visible in all public areas and meets local authority standards
 - Emergency exits are not obstructed
 - Evacuation instruction, escape map and muster point provided on the back of each apartment door
 - Automatic fire doors in corridors
 - Alarms audible in public areas as well as apartments
 - Emergency lighting or torch supplied in apartment
 - Apartments and public areas have a sprinkler system
 - Functional carbon monoxide detector (if applicable)
51. Accommodation general standards and features shall include the following provisions and features:
- Equipped with controllable central heating or individual electric heaters
 - Water heating equipment is in working order
 - Electricity and gas supplies and the sanitation system are in working order
 - Free from damp
 - Secure windows and exterior doors
 - Hotel rooms have electronic key card/fob entry or a digital door lock
 - Apartment front doors have double locks
 - Apartment front doors have security chains
 - Apartment front doors have spy hole or an intercom system

52. Accommodation gas and electricity safety standards shall include the following provisions and features:
- All gas appliances and installations are maintained in good order.
 - Gas boilers (if applicable) have an annual safety check, carried out by someone who is registered with the Gas Safety Register.
 - Electricity supply and all electrical installations (hard wired appliances) are safe to use and checked regularly by a qualified electrician or a trained staff member
 - All portable electrical equipment that is supplied is tested regularly by a qualified electrician or a trained member of staff
 - Written records of gas and electrical safety checks are kept for 2 years
 - All relevant safety certificates are displayed and appliances show testing dates.
 - Instruction manuals for each appliance are provided in the apartment.
53. Accommodation property and personal safety standards shall include the following provisions and features:
- Buildings are safe and secure and access is restricted to residents, their guests and property staff/contractors only
 - Management support is available 24 hours a day in the event of an emergency - either on-site or by telephone.
 - Properties maintain adequate public liability insurance.
 - Apartments are free from fall or trip hazards.
 - Apartments have a landline phone and/or guests are provided with a mobile phone in case of emergency
 - Security, Concierge or Reception facilities available 24 hours a day
 - First aid facilities

Staff Requirements

54. The Contractor's team proposed to provide a daily service to the Framework Public Body shall have a thorough knowledge and experience of all markets and sectors as specified and will represent a mix of skills and expertise. The Contractor will have sufficient resource to match the needs and characteristics of the Framework Public Bodies. The team will be expected to provide expert, comprehensive and consistent advice to each of the Framework Public Bodies.
55. The Contractor shall appoint Staff who are fully conversant with the full range of Services to be provided. The appointed Staff shall also be fully conversant with the Framework Public Body's policies, including those on sustainability, in order to correctly handle bookings and enquiries from the Framework Public Bodies.
56. The Contractor shall at all times provide the right number and calibre of Staff and other resources to provide a full Service to the Authority and Framework Public Bodies.
57. The Contractor shall provide to the Authority and the Framework Public Bodies a dedicated Account Manager and develop an account management plan in line with the Authority's and the Framework Public Bodies' requirements. The account management plan shall be bespoke per Framework Public Body and should include as a minimum how the following will be handled:
- Relationships between Contractor and Framework Public Body to include reporting hierarchy, escalation processes and day to day contacts
 - Setting up, content, format and provision of MI reports
 - Ongoing strategic and policy advice to be discussed between the Contractor and the Framework Public Body, identifying opportunities for savings and cost reduction
 - Content and frequency of satisfaction surveys
 - Marketing, training and education sessions

- Staff awareness of environmental issues
58. The Contractor's personnel shall at all times liaise closely with the Authority's and the Framework Public Body's key personnel.
59. The Contractor shall liaise with the Authority's and the Framework Public Bodies' other contractors, as required, to ensure delivery of the Services in accordance with the Framework/Contract.
60. The Contractor shall provide a single point of contact (and a contingency contact) to handle all enquiries made by the Authority and the Framework Public Bodies.
61. If requested to do so by the Framework Public Body the Contractor shall provide details of escalation procedures to be agreed and followed in the event of Service failure.
62. The Contractor shall, if requested, provide the Authority and Framework Public Body(s) on a monthly basis with a breakdown of the Staff numbers dedicated to, or otherwise working, on the Framework Public Body's account – this shall include both operational and back office Staff and shall include information on the location of the Staff.

Booking

63. Booking arrangements and methods shall be governed by the Authority's and the Framework Public Bodies' individual requirements. The Contractor shall accept bookings by a variety of methods including, but not necessarily limited to:
- Telephone (local rate/freephone telephone numbers only)
 - Tailored web booking form
 - Email
 - Facilities for Bookers' with special access needs, for example textphone
64. The Contractor shall ensure that they keep up to date with emerging technology and offer the Authority and Framework Public Bodies the most up to date booking experience. Each Framework Public Body may use a variety of booking methods. Framework Public Bodies' booking arrangements and methods may change during the term of this Framework Agreement.
65. The Contractor shall:
- Provide a written booking request acknowledgement to the Framework Public Body immediately after booking request is made.
 - Provide written tailored booking confirmations to the Framework Public Body within 4 working hours of the booking request being received. Confirmations should clearly inform the Framework Public Body of all details and any relevant cancellation policies should be clearly documented.
66. Some Framework Public Bodies may require specific delivery methods for booking confirmations and associated documentation. If required to do so, the Contractor shall agree with the Framework Public Body the process for delivery and accountability at each stage.
67. The Contractor must keep an accurate audit trail of each booking, regardless of the booking method, to include all relevant details of the booking and provide unrestricted audit trail access to the Authority and the Framework Public Body.
68. The Contractor shall have the ability to tailor booking confirmation details. They will record MI to ensure full visibility on every Delegate; provide the Framework Public Body with a written tailored confirmation of the booking and a unique reservation number; provide the Authority and the Framework Public Bodies with a unique booking reference

number; and ensure all confirmations and associated documentation are despatched to the right destination and in due time.

69. The Contractor must inform the Authority and the Framework Public Bodies of any additional charges made by any third party that will affect the costs of the Service; amend, cancel and refund bookings where applicable; and collate, maintain and retain Bookers' profiles.
70. On all booking confirmations, and all associated correspondence, the Contractor shall ensure that the Framework Public Body(s) department is stated as "Government Client", unless otherwise advised by the Framework Public Body(s).

Booking Service Access

71. The core hours of service for the telephone booking service and other services shall be as a minimum 08:00 – 18:00 GMT (or BST as appropriate) Monday to Friday including all Scottish and UK public and bank holidays with the exception of 25 and 26 December and 1 and 2 January. The Contractor telephone service shall require a dedicated non-premium rate or no call connection charge (free-phone) telephone number, which must be accessible from UK landlines and mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside of the UK.
72. The Contractor and the Framework Public Body(s), if requested, shall agree the wording for an automated attendant model and/or interactive voice response telephone script, using a clear, efficient call tree model to be used when processing offline bookings by telephone.
73. If there is a need to transfer a call between different booking agents this must take place without the Booker being asked to re-dial.

Booking Service Capability

74. The Contractor shall:
 - Provide a service that has the ability to provide access to all booking promotions. Contractors must not restrict the content and inventories to their own preferred partners and/or to rates and/or fares that give the Contractor a greater financial return, or other benefits.
 - Highlight all additional charges applicable to the booking, including but not limited to transaction and delivery fees, and provide advice to Delegates and/or Bookers in order to minimise these charges.
 - Arrange any supporting services required by Delegates with disabilities, for example, assistance upon arrival at a venue, wheelchair ramps at venues.
 - Ensure that the information communicated to Bookers using the service clearly explains whether the booking complies with the Framework Public Body(s) requirements and is in compliance with the requirements of the Equality Act 2010 and other relevant legislation and regulations including Health and Safety Standards. This information shall be provided by the Contractor's staff who are assigned to handle such bookings.
 - Ensure that the service is compatible with the requirements of disabled users, including those with visual, auditory and mobility impairments. The Contractor shall provide functionality to enable use of the service by individuals who may have visual, auditory and mobility impairments, in accordance with the Equality Act 2010.

International Bookings

75. Historically the majority of conference bookings through the national contract (approximately 99% of total spend) have been for domestic (UK) locations. However the Contractor shall also have the capability to book international conference and meeting venues on behalf of the Framework Public Bodies if required. Any invoice submitted for an international booking must be based on the exchange rate that was applicable at the time the Contractor made the payment.

Booking Amendments, Exchanges, Cancellations and Refunds

76. The Contractor shall process all requests to amend, exchange, cancel or refund a booking from the Framework Public Body(s). This shall be undertaken in accordance with the venue provider's conditions of booking. The Framework Public Body(s) shall not incur charges due to delays in the Contractor's process to amend, exchange and or cancel a booking.
77. All amendments, cancellations and refunds shall be confirmed by the Contractor, by email to the Framework Public Body's Booker. The email acknowledgement shall clearly show the booking detail so that the Framework Public Body(s) can accurately match, monitor and track all refund requests.

Invoicing Procedures

78. Following a booking, if required by the Framework Public Body, the Contractor will be responsible for paying the venue provider for the conference/meeting room services according to the venue provider's payment terms. The Contractor will then invoice the costs to the Framework Public Body. Payment for the services shall therefore be made by the Framework Public Bodies to the Contractor rather than directly to the venue providers.
79. The Framework Public Bodies have their own individual billing and invoice requirements, including paper and electronic billing, which may change during the life of the Framework/ Contract. The Contractor must have the ability to tailor to the Framework Public Body's individual requirements.
80. The Contractor shall provide booking summary sheets in support of the invoices in line with the individual requirements of the Framework Public Bodies. This summary may include any of the information captured as part of the booking process and full financial details associated with the transaction.
81. The Contractor shall perform regular internal audits to check for duplicate charges and/or payments. Provide the Framework Public Body with a report of all items identified on a quarterly basis and shall arrange appropriate refunds and process refund claims for duplicates identified by the Framework Public Body.
82. The Contractor shall ensure that every invoice must bear details relating to the Framework Public Body's order, cost centre code and purchase order number (where applicable). The precise format of this document will be agreed with the individual Framework Public Body following the award of the Framework Agreement.
83. 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>.

eCommerce

84. 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.
85. 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.
86. The eCommerce Shared Service delivers Purchase-to-Pay (P2P) capability through the following systems:
 - 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.
 - PECOS Content Management (PCM) 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, e.g. PECOS, Civica and Parabilis to allow the upload of catalogues into different P2P systems. PCM is currently being used by the procurement Centres of Expertise and a number of individual Contracting Authorities.
 - eInvoicing is an electronic service that facilitates the exchange of information between buyers and suppliers. It allows invoices and related documents to be issued, received and reconciled electronically through a secure channel.

Each of the systems are available to all Scottish Public Sector Authorities.

87. PECOS P2P has been deployed to approximately 92 Scottish public sector Contracting Authorities including local authorities, central government, NHS, universities and colleges.
88. PECOS P2P and PCM provide a number of key benefits to Contractors:
 - 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);
 - where P-Cards are utilised, suppliers can receive payment in as little as 3 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;
 - receipt of accurate and standard purchase orders which should reduce the number of invoice mismatches; and

- development of eCommerce capabilities to support further business opportunities.
89. 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.
90. 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

91. Most PSP systems support the following options for capturing and displaying products and services.
- eCatalogue - an electronic Catalogue is typically a 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 PECOS content management tool (PCM) to create and manage e catalogues. Further information can be accessed through the following link:

<http://www.gov.scot/Topics/Government/Procurement/eCommerce>
 - Punch-Out - 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.
- 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 £1,415 + VAT per connection. If there is already a live established connection the charge will not apply.
- Non-Catalogue - allows requisitioners to enter free-text requisitions where none of the above content options are available.

Purchase Order Transmission Options

92. 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.

- 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 the charge is £1,415 + VAT per connection for cXML PO transmission. This 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. If an established live connection already exists then the one-off charge is not applicable.
 - PDF E-mail – orders can be sent to the supplier by email to a predetermined address with a pdf attachment.
 - Secure email –required where personal data is being transmitted.
 - Paper/Phone/Post – a paper purchase order is produced by PECOS P2P and posted to the supplier.
93. Preferred option of transmission should be aligned with supplier capability and which option will be most efficient to support business needs.

Invoice Options

94. Bidders should note that for this Framework/Contract, eInvoicing may be offered as an option by the bidder. This will ensure compliance with the EU eInvoicing Directive which came into force on 27 November 2018.
95. The Scottish Government is enabling eInvoicing capability across the Scottish public sector. 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.
96. 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
97. 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.
98. **There are no costs to suppliers to issue an invoice or credit note to the Scottish Government's eInvoicing solution.**
99. Bidders should note other P2P/finance solutions may also accept eInvoicing and any costs associated will be communicated to the successful bidder by the relevant Scottish public sector body.

- 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.
 - Embedded electronic Procurement Card (ePC) – 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.
 - 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.
 - Invoices – supplier issues a paper invoice for each order fulfilled or submits an email with a PDF attachment of the invoice.
100. 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.
101. The Contractor is required to work with the Authority and the Framework Public Bodies in the promotion of process efficiencies.
102. 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.
103. Scottish Ministers (through the eCommerce Shared Service) have introduced and are aspiring to reach a level of 100% e-invoicing. The Contractor shall be required to work with the Authority and Framework Public Bodies in implementation and roll-out of e-invoicing during the lifetime of the Framework Agreement.

Market Intelligence and Trends

104. The Contractor shall keep the Authority and Framework Public Bodies up to date on important industry news and market updates at national, international and regional level including:
- Ongoing progress/issues
 - Industry updates on a quarterly basis at minimum
105. The Contractor shall specifically inform the Authority and Framework Public Bodies of any developments in the market place, including sustainability, which may affect the Service and shall highlight to the Authority and Framework Public Bodies how they shall make use of those changes.

Sustainability/Environmental

106. The Contractor shall comply with 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>

<https://www.gov.scot/Topics/Government/Procurement/policy/corporate-responsibility/Sustainability>

107. The Scottish Government is committed to sustainable procurement and to this end the Contractor is required to use ethically sourced products in the provision of the required products and services during the period of the Framework. The Contractor will be required to report to the Authority within their quarterly Management Information reporting, details of any sustainability and environmental measures and achievements.
108. The Contractor will also be expected to embrace the Scottish Government's requirement for delivering community benefits through the Framework Agreement. To assist the Scottish Government in understanding what opportunities exist to deliver benefits to the community through the Framework, the Contractor will be required to report to the Authority as part of their quarterly Management Information reporting, details of any community benefit measures and achievements such as Targeted Recruitment and Training, skills development, employment, apprenticeships, etc. Further details, see attached link:

<https://www.gov.scot/Topics/Government/Procurement/policy/corporate-responsibility/Sustainability/CommunityBenefits>

Ethical Requirements

109. The Scottish Government is committed to sustainable procurement and to this end the Contractor is required to have appropriate standards for its organisation and its 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.
110. 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.
111. 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:
 - 111.1. maintain throughout the Framework, its own policies and procedures to ensure its ethical compliance;
 - 111.2. 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;
 - 111.3. 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.
 - 111.4. 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.
- 111.5. provide information as the Authority requires in the Monthly Performance Report, relating to their and their Sub-Contractors' compliance with Ethical Requirements provided that such information is in the possession or control of the Contractor.
 - 111.6. 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:
 - 111.7. 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
 - 111.8. 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;
 - 111.9. 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
 - 111.10. 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.
112. The Contractor shall ensure that 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.
113. Breach of paragraphs 171 to 173 shall be deemed to be a material breach for the purposes of Clause 42 (Termination on Default).

Security

- 114. The Contractor shall deliver the full scope of the requirement in accordance with the Authority and 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 classified as Official-Sensitive and above must be encrypted and able to be dealt with off-line. Technical controls, appropriate to the risk posed to any digital system, should be put in place to protect the confidentiality, integrity and availability of the information it will hold.
- 115. 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 Confidentiality Agreements at all times. Similarly, any work placed with the Contractor's sub-contractors will be subject to Confidentiality Agreements. 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.
- 116. 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.

117. 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.

Data Protection & Information Security

118. The data that the Contractor will handle under this Framework Agreement will be classed as Official or Official-Sensitive and should be treated with care, taking into account relevant legislation, at all times. Further information on Government Security Classifications and Framework Agreements can be found at:

<https://www.gov.uk/government/publications/government-security-classifications>
119. The Contractor will ensure the confidentiality of the data stored and/or communicated as part of this Framework Agreement, including both electronic and paper-based data.
120. The Contractor will employ effective administration and record control processes in order to underpin service delivery whilst also ensuring data is protected in compliance with the requirements of Data Protection Laws.
121. The Contractor will ensure procedures and processes are in place to ensure security of client data, enabling them to work with Framework Public Bodies with high Information Technology (IT) security requirements to deliver services, ensuring continuity and protection against cyber-attacks. This must include commercial grade full disk encryption for all data and secure email for data in transit.
122. Contractors as a minimum must have:
 - 122.1. Processes in place ensuring security of client data including processes for assessing future risks;
 - 122.2. Acceptable Destruction policies and processes for deleting data;
 - 122.3. Procedures in place for Disaster Recovery Testing, including the dates, duration and frequency;
 - 122.4. Methods for the back-up of delivering services should an incident occur including manpower and access to equipment;
 - 122.5. Appropriate commercial licenses for software in place; and
 - 122.6. Methods in place to mitigate against cyber-attack and crime using online technologies including processes relating to Boundary Firewalls and Internet Gateways, Secure Configuration, Access Control, Malware Protection and Patch Management.
123. Information on the Scottish Government Cyber Resilience Strategy can be found by following this link: [A Cyber Resilience Strategy for Scotland](#).
124. For further information please see the UK Governments Cyber Essentials Scheme and consider the information included within the scheme. [Cyber Essentials Scheme](#).
125. The Contractor will employ effective administration and record control processes in order to underpin service delivery whilst also ensuring data is protected in compliance with the requirements of the Data Protection Laws.
126. The Contractor will ensure information held under the Government Security Classifications are correctly managed and safeguarded.
127. The Register of Fee Payers is a register of organisation who process personal data held by the Information Commissioner's Office (ICO) which includes the name and address of

the data controller and contact details for the Data Protection Officer. The register can be found at <https://ico.org.uk/about-the-ico/what-we-do/register-of-fee-payers/>

128. Some Framework Public Bodies are included under the Scottish Government entry in the Register of Fee Payers held by the ICO. Other Framework Public Bodies have their own entry in the Data Protection Register held by the ICO.

The Authority or Framework Public Body may conduct an audit and or a site visit of the Contractor's premises to allow validation and the environment used to store the data shared with them, in each case subject to and in accordance with the terms of the Framework Agreement or Call-off Contract (as applicable).

Complaints Service

129. The Contractor shall take immediate action to resolve all queries and complaints and shall provide a full written explanation to the Framework Public Body within 10 working days of the original complaint being made.
130. The Contractor shall keep the complainant informed in writing with the progress of their complaint at agreed regular intervals, until the complaint is resolved.
131. The Contractor shall record all complaints, together with the actions and timescales taken to resolve the complaint and provide a summary to the Authority's and the Framework Public Bodies' Contract Managers at the end of every quarter, this to include actions and recommendations designed to reduce the number of complaints received.
132. The Contractor shall categorise all complaints by type and degree of severity and issue a monthly analysis report to the Authority and its Framework Public Bodies.
133. The Contractor shall have a system in place to ensure that complaints are treated on an individual/Framework Public Body basis as well as a global basis across the Framework. This is to include trend analysis and subsequent corrective action(s) as required.
134. The Contractor shall agree a clear escalation procedure with each Framework Public Body to be followed in the event a complaint is not rectified to their satisfaction.
135. The Contractor shall provide an auditable system to ensure the efficient tracking and resolution of complaints.
136. The Contractor shall provide the complainant with a written acknowledgement of receipt within 4 hours of receiving the complaint. The Contractor to advise the complainant of all actions and timescales being undertaken to resolve the complaint.
137. Any compensations offered by the Contractor or their sub-contractor shall meet the terms of this Agreement. The compensation should be by means of refunds, directly to the Authority and its Framework Public Bodies under the agreed invoicing arrangements or credit against future bookings, and shall not compensate individuals on a personal basis.

Recommendations to remedy identified problems

138. The Authority may make recommendations to the Framework Public Body(s) and instruct the Contractor to remedy identified problems. Such recommendations/instructions will be discussed with the Contractor and Framework Public Body(s) and a timescale for remedy agreed.

Quality Assurance

139. The Contractor shall have robust quality procedures and systems in place to ensure the successful delivery of the Services and shall:

- Prior to Commencement of Full Operations, devise and implement an approved Quality Assurance Plan covering the duration of the Framework(s)/Contract(s).
- Ensure continuity of service when Framework Public Bodies join the Framework Agreement.
- Implement and measure quality control procedures to assure MI integrity.
- Measure and report on Service Levels.
- Identify opportunities to improve Service Levels, indicating clearly any associated costs and quantifying value where possible.
- Continually measure Framework Public Body satisfaction for example by the use of Framework Public Body and/or Authority satisfaction surveys with the frequency, content and format (e.g. online and/or hard copy) agreed with the Framework Public Body/Authority.
- Continually strive to improve, automate and fully integrate their systems in order to avoid manual handling and increase the accuracy, level and quality of the Services.

Risk Management Plan and Processes

140. The Contractor shall continuously assess any risks against the Framework/Contract provision with the Authority and the Framework Public Body and shall share their risk management plan including Risk Register with the Authority and Framework Public Body at minimum on a six monthly basis. This shall include the following:
- Identification of Risk
 - Classification of Risk (likelihood, impact, risk category)
 - Control of Risk through Prevention/Detection/Mitigation/Elimination
 - Review and Reporting of Risk

Crisis Management

141. The Contractor shall provide a comprehensive Crisis Management Plan to the Authority upon signing the Framework Agreement which will detail the processes by which significant disruptions will be managed to support Delegates in the event of disruptions of significant scale and impact.
142. The Contractor shall assist in the event that the Authority and the Framework Public Bodies' Delegates are involved in any situation requiring support (for example major incident at the venue or Delegates stranded as a result of transport failure), either during or outside of normal working hours.
143. The Contractor shall have a robust process in place to record the Delegates' whereabouts. The information stored will include the Delegates' identities, disabilities (if previously notified), current location (based on the booking) and name of the venue provider. The Contractor shall provide the ability for the Framework Public Body(s) to request a report to locate Delegates in accordance with the Framework Public Body(s) Duty of Care Policy provided to the Contractor at the Call-off Contract stage.
144. If in the event of an emergency or crisis management situation, the Contractor shall notify the Authority and Framework Public Body(s) immediately, providing a full list of Delegates potentially impacted. The details of the Contractor's process for the management of the potential emergency shall be clearly defined in the Crisis Management plan.
145. Details shall be provided within 1 hour of the Contractor being aware of any incident or if details are requested by the Authority and/or the Framework Public Bodies.

Business Continuity / Disaster Recovery & Cyber Resilience

146. The Contractor shall maintain up to date Business Continuity Plans, including a specific element relating to the uninterrupted provision of the services for each Framework Public

Body. 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.

147. 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.
148. 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.
149. These plans and procedures must be available on request by the Authority or other Framework Public Body.

Performance Management and Service Levels

150. The Services shall be measured against Service Levels to the satisfaction of the Authority and the Framework Public Bodies and shall conform in all aspects with any particulars specified in this Framework and in any subsequent variations.
151. The Authority, the Framework Public Bodies and the Contractor shall agree Service Levels during the Implementation Period, for the delivery of the Services under the Framework, but shall include as a minimum the Service Levels detailed in this Framework Agreement document.
152. Service Levels and assessment against standards shall be used by the Authority's and the Framework Public Bodies' Contract Managers to evaluate the provision and quality of Service in accordance with the Framework/Contract(s). The Authority and the Framework Public Bodies shall evaluate the Framework Public Bodies' feedback on the level and quality of service being provided by the Contractor, and shall measure agreed criteria of the Contractor's performance against the Service Levels.
153. For the purpose of Performance Monitoring of the Service, the Authority or Framework Public Body may apply a Balance Scorecard mechanism.
 - 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.
 - 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.
 - As operated under the Balance Scorecard mechanism, Performance Management consists of the monitoring, managing and communicating of the performance of the Framework.
 - 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 Levels.
 - The Contractor will apply the mechanisms of the Balanced Scorecard on an annual basis and a timetable shall be provided to the Authority within 3 months of the Framework commencement date.
154. The Contractor achievements against targets and Service Levels shall be reviewed at the review meetings between the Contractor, the Authority and/or the Framework Public Bodies.
155. The Contractor shall set up processes to monitor its performance against the Service Levels and report the same to the Authority and the Framework Public Bodies. The

Contractor shall at all times use its best endeavours to ensure compliance with the standards set by the Service Levels.

156. Performance Management consists of the monitoring, managing and communicating of the performance of Framework/Contract(s). Performance Management includes the following Service Levels:

Category	Performance Measure		Service Level	Below Target	Warning	On Target
Account Management	1	Account Manager Service	The Account Manager works with the Framework Public Body to understand their issues and resolve them quickly. 100% of issues resolved to agreed timescales and outcomes.	[<95%]	[95%-99.9%]	[100%]
	2	Account Manager Understanding	The Account Manager works with the Framework Public Body to identify or introduce improvements to service delivery or procedures. 90% of Balanced Scorecard responses indicate Meeting or Exceeding expectations.	[<80%]	[80%-89.9%]	[90%-100%]
Service –	3	Communication	(a) 90% of telephone calls to be answered within 30 seconds.	[<80%]	[80%-89.9%]	[90%-100%]
			(b) 90% of emails to be responded to within 4 working hours.	[<80%]	[80%-89.9%]	[90%-100%]
	4	Bookings	(a) 90% of bookings to be confirmed within 4 working hours.	[<80%]	[80%-89.9%]	[90%-100%]
			(b) 100% accuracy of booking confirmations.	[<95%]	[95%-99.9%]	[100%]
			(c) 95% of refunds processed within 10 working days.	[<90%]	[90%-94.9%]	[95%-100%]
	5	Complaints / Issues / Disputes	(a) 100% compliance with a complaints level of less than 2% of the total number of bookings.	[<95%]	[95%-99.9%]	[100%]

			<p>(b) 100% of acknowledgements to complaints received within 4 hours and a meaningful response to complaint within 2 working days.</p> <p>(b) Where the Framework Public Body raises a complaint, issue and/or dispute the Contractor must deal with 100% of the issues effectively and efficiently, without requiring it to be escalated.</p>	[<95%]	[95%-99.9%]	[100%]
Quality	6	Invoice accuracy	<p>(a) 100% invoice and supporting data accuracy</p> <p>(b) The Contractor works with the Framework Public Body(s) to understand and resolve billing issues when they arise. 90% of billing issues to be resolved within 10 working days.</p>	[<95%] [<80%]	[95%-99.9%] [80%-89.9%]	[100%] [90%-100%]
	7	MI Provision	MI is 100% accurate and to agreed timescales	[<95%]	[95%-99.9%]	[100%]
Cost	8	Savings	<p>(a) The Contractor is able to generate Value for Money savings for the Framework Public Bodies through securing the best available rate or by utilising pre-arranged venue deals. The actual Framework savings as a % of spend meets the target savings as set by the Authority.</p> <p>(b) 90% of Balanced Scorecard responses indicate Meeting or Exceeding expectations.</p>	[<90%] [<80%]	[90%-99.9%] [80%-89.9%]	[100%] [90%-100%]
	9	Added Value	The Contractor is aware of the Framework Public	[<80%]	[80%-89.9%]	[90%-100%]

			Body's organisational requirements and provides the most appropriate advice to maximise the best rates available. 90% of Balanced Scorecard responses indicate Meeting or Exceeding expectations.			
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Management Information

157. The Contractor will be required to produce management information in relation to the overall performance of the framework agreement for the Authority, this information will require to be provided on a quarterly basis, 10 working days after the quarter end. Specific Framework Public Body information will also be made available to the individual Framework Public Bodies as required.
158. The supplier will be expected to provide as a minimum a suite of reports including but not limited to:
- Monthly, quarterly and yearly actual spend and saving
 - Expenditure details including type, supplier (venue provider), location, date conference/meeting, date of invoice, financial code, cost centre, number of Delegates, Booker, breakdown of costs if available (e.g. where extras are charged on top of core rate), transaction fee and saving (including savings baseline to show basis of savings calculation). This shall be available on a line-by-line basis (transaction level) and/or at summary level, as required.
 - Exception reports
 - Service level reports
 - Commission earned reports
 - Details of rebates being returned to the Framework Public Bodies, if applicable
 - Outstanding debt report by Framework Public Body.
159. All information should be provided electronically and will be available in MS Excel format to enable SPCD and the Framework Public Bodies to manipulate the data as they require.
160. The Contractor will provide access to real time management information to both SPCD and the Framework Public Bodies along with the ability to analyse said information or in the event that this is not available the Contractor will provide requested management information within 2 working days. This is information required in addition to the standard quarterly information provided.
161. There will be no additional costs for any additional management information requirements requested.
162. Data and/or information to support the answering of freedom of information (FOI) questions, First Minister Questions (FMQs), Parliamentary Questions (PQs) and Ministerial Correspondence Submission (MACCS) will be provided within 1 working day to the Framework Public Body, as and when required.
163. The Contractor will be expected to hold and to be able to make readily available to SPCD and the Framework Public Body historical data covering the entire period of the Framework.

Savings

- 164. The methodology and baseline for savings calculations will be agreed between the Authority and the Contractor during implementation.
- 165. The Contractor shall capture and provide management information to the Authority and the Framework Public Body on savings (both actual and missed) and provide on-going pro-active advice on how savings can be maximised.

Post Framework / Contract expiry

- 166. If the Framework Public Body chooses to place an Order that exceeds the expiry date of the Framework, the Contracting Authority's role is transferred over to the Framework Public Body at the expiry date of the Framework.
- 167. The Contractor will continue to submit spend and performance information to the Contracting Authority until all open Orders under the Framework have expired.
- 168. When the Framework has expired the Contracting Authority will no longer manage the Framework.

This and the following 1 page comprise Schedule 2 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 2 - PRICING SCHEDULE

FRAMEWORK PRICES

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.
2. Framework Prices are in (£) pounds sterling and exclusive of VAT.
3. Unless otherwise stated, the Prices in Schedule 2 shall be deemed to be fully inclusive – i.e. to include any and all costs of all labour, materials, equipment, overheads, disbursements, management fees, holiday relief/cover and associated costs.
4. Pricing for this framework will be based on a transaction fee model as Framework Public Bodies have indicated that they wish to continue to see the commission returned as a rebate.
5. It should be noted however that, at call-off stage, some Framework Public Bodies may seek to reduce or cancel transaction fees by allowing the Contractor to retain all or part of the commission. If a Framework Public Body wishes to reduce or cancel transaction fees by allowing the Contractor to retain all or part of the commission the Framework Public Body must provide spend profile information to allow the Contractor to accurately calculate and propose the revised transaction fees.
6. The Prices, Rates, Discounts and Rebates contained within this Schedule are firm for the duration of the Framework.

GENERAL

7. All pricing excludes commissions that shall be returned to the Framework Public Body.
8. All Prices, Rates, Discounts and Rebates are deemed to be fully inclusive of all costs, overheads and profit associated with the employment and retention of staff.
9. 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.
10. The Contractor shall at all times work on an open book policy with the Framework Public Body.
11. The Authority or Framework Public Body shall not guarantee any volume of business.
12. The Framework Public Body shall not pay for any implementation, setting up or development costs.

TRANSACTION FEES AND REBATES

Category Description	Transaction Fee
Meetings & Conferences up to 20 people	
Meetings & Conferences between 21-50 people	
Meetings & Conferences between 51-100 people	
Meetings & Conferences over 100 people	
Meeting and Conference Cancellation	
Meetings & Conference Amendment	
Billback	
Meet & Greet Service	
Technical Helpdesk Support	
Coach with driver	
24hrs Out of Hours Booking - Conference	
Supplement for VIP service - Conference	

Rebates	
Rebates – Paid by Execspace Limited to each Framework Public Body at the following rate	█ of all spend with commissionable conference/meeting venue providers

This and the following 4 pages comprise Schedule 3 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 3 – AWARD PROCEDURES

Provision of the Sourcing and Booking of Meeting Rooms and Conference Venues – Reference SP-19-004

Ordering Procedures

1. Framework Public Bodies have the option to call-off from the framework on either a booking by booking basis or for a pre-defined period.
2. If the Framework Public Body decides to use the framework on a booking by booking basis they must, prior to each transaction, give a notice sent by email or fax to the Contractor which:
 - states the service requirements;
 - seeks a quotation, or alternatively states the price payable for the service requirements in accordance with the Framework Agreement Pricing Schedule where applicable; and
 - confirms that they are calling off from the framework in accordance with the Framework Agreement Terms and Conditions, and includes reference to Schedule 5 - Standard Terms of Supply.
3. The Contractor shall provide a response and a firm price (i.e. not subject to change), and send a notice by email or fax to the Framework Public Body. Subject to the Framework Public Body notifying the Contractor that their response has been accepted, the Call-off Contract shall be formed on the commencement date set out in the email notice and end once payment has been made.
4. If the Framework Public Body wishes to enter a call-off contract for a pre-defined period of time a call-off order form must be completed. The order form should confirm that the framework public body is calling off from the framework in accordance with the Framework Agreement Terms and Conditions, and includes reference to Schedule 5 - Standard Terms of Supply. The format of any such order will vary between Framework Public Bodies. Framework Public Bodies may use their own order templates, however, below at Part A is an example template. **This example template is for information purposes only.**
5. Any Framework Public Body wishing to reduce or cancel transaction fees by allowing the Contractor to retain all or part of the commission must provide spend profile information to allow the Contractor to accurately calculate and propose the revised transaction fees. This option will therefore only be available to Framework Public Body(s) that commit to a call-off contract for a pre-defined period.

EXAMPLE TEMPLATE FOR INFORMATION ONLY**CALL OFF ORDER FORM****PART A – FOR COMPLETION BY FRAMEWORK PUBLIC BODY**

This order form is issued subject to the provisions of the framework agreement entered into between «**acting_through**» and Execspace Ltd on «**commencement_date**» ("Framework Agreement"). Execspace Ltd agrees to supply the services specified below on and subject to the terms of this contract and for the avoidance of doubt the contract consists of the terms set out in this order form and Schedule 5 - Standard Terms Of Supply.

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

Contractor Name	ExecSpace Ltd
Address	
Account Manager	Name: Address: Tel: Email:
Order Number	
	To be quoted on all correspondence relating to this order form

1. Term

Commencement Date:

Insert the date on which the Contract is to take effect

Expiry Date:

Subject to earlier termination of the Contract in accordance with Clause 42, the Contract shall expire on the date which is [] Months after the Commencement Date

[Guidance: Framework Public Body to determine duration]

2. Service Requirements

Services and Deliverables required

Services - []

Deliverables - []

Additional information for monthly reports (optional, if required) - []

[Guidance: Include a description of the Services together with any Deliverables. In the event that the Services specification or requirements are particularly detailed or complex, consider setting out this information in a separate annexe.]

3. Contractors Response

Contractor Response to the Specification (to be appended)

[]

[Guidance: Insert details of the Contractor's response.]

4. Performance of the Services and Deliverables

4.1 Implementation Plan, Milestones (including dates for completion)

[Guidance: Consider whether Milestones should be inserted into the table below for the provision of Services, together with associated Deliverables and what the dates for achievement of those Milestones should be.

(i) The Implementation Plan as at the Commencement Date is set out below:

Milestones	Deliverables (bulleted list showing all deliverables and associated tasks required for each milestone)	Duration (working days)	Milestone Date	Framework Public Body's Responsibilities (if applicable)

(ii) If so required by the Framework Public Body, the Contractor shall produce a further version of the Implementation Plan (based on the above plan) in such further detail as the Framework Public Body may reasonably require. The Contractor shall ensure that each version of the Implementation Plan is subject to Approval. The Contractor shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.

(iii) The Framework Public Body shall have the right to require the Contractor to include any reasonable changes or provisions in each version of the Implementation Plan.

(iv) The Contractor shall perform its obligations so as to Achieve each Milestone by the Milestone Date.

(v) Changes to the Milestones shall only be made with agreement of the Framework Public Body.

6. Price and Payment

6.1 Contract Price payable by the Framework Public Body (including applicable discount but excluding VAT), and method of payment (e.g. Billback)

[]

6.2 Invoicing and Payment

The Contractor shall issue invoices [monthly]/ [quarterly] in arrears. The Framework Public Body shall pay the Contractor within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 6.2, set out in paragraph 6.1 above and the provisions of the Contract.

[Guidance: Delete the appropriate wording above to indicate whether the Contractor is required to invoice monthly or quarterly. Also indicate the time period the Framework Public Body requires to pay its invoices (ie 30 days or insert a longer period if required).]

7. Confidential Information

7.1 The following information shall be deemed Commercially Sensitive Information or Confidential Information:

[]

[Guidance: Include details of any Commercially Sensitive Information identified by the Contractor and the duration it should be confidential for. This will assist the Framework Public Body in respect of compliance with Freedom of Information (Scotland) Act.]

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Framework Public Body to provide the Services. The Parties hereby acknowledge and agree that they have read Schedule 5 – Standard Terms of Supply and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Contractor:

Name	
Title	
Signature	
Date	

For and on behalf of the Framework Public Body:

Name	
Title	
Signature	
Date	

This and the following 4 pages comprise Schedule 4 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 4 – MANAGEMENT ARRANGEMENTS

Sourcing and Booking of Meeting Rooms and Conference Venues

Framework and Contract Management

1. Both the Framework Agreement and associated Call-off Contract activity are subject to Contract and Commercial 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. It 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, 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, including performance against service levels of prompt payment of sub-contractors . 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/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 an agreed 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/company financial spot checks of the Framework with input from Framework Public Bodies as required;
 - 6.10 managing the Framework from Award until Expiry;
 - 6.11 collating lessons learnt from the Framework Public Bodies and Contractor and feeding this into future procurements to enable continuous improvement;
 - 6.12 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 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/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) 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 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).
 - 8.5 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.
 - 8.6 The Authority will monitor the outcome of the Balanced Scorecard regime, consulting with Framework Public Bodies as they deem appropriate.

This and the following 32 pages comprise Schedule 5 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 5 – STANDARD TERMS OF SUPPLY

Table of Contents

SECTION A INTRODUCTORY PROVISIONS

1. Definitions and Interpretation
2. Condition Precedent
3. Nature of the Contract
4. Purchaser's Obligations
5. Break
6. Specification and Service Levels
7. Pricing Schedule
8. Ordering Procedures and Management Arrangements

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

9. Service Provider's Status
10. Notices
11. Price
12. Payment and Invoicing
13. Recovery of Sums Due
14. Data Protection
15. Transparency and Freedom of Information
16. Purchaser Protected Information
17. Service Provider Sensitive Information
18. Audit
19. Publicity

SECTION C PROVISION OF SERVICES

20. Provision of the Services
21. Deliverables and Milestones

SECTION D STAFF INVOLVED IN THE PROVISION OF SERVICES

22. Key Individuals
23. Offers of Employment
24. Staff transfer at commencement
25. Information about Service Provider Employees
26. Staff transfer on expiry or termination
27. Security

SECTION E PROVISIONS RELATING TO INTELLECTUAL PROPERTY AND GOVERNANCE

28. Parties' pre-existing Intellectual Property Rights
29. Specially Created Intellectual Property Rights
30. Licenses of Intellectual Property Rights
31. Claims relating to Intellectual Property Rights
32. Assignment
33. Change of Control
34. Sub-Contracting
35. Amendment

SECTION F SERVICE PROVIDER CONDUCT REQUIREMENTS

- 36. Compliance with the Law etc.
- 37. Official Secrets Acts
- 38. Service Provider's responsibility for staff etc.
- 39. Access to the Purchaser's premises
- 40. Service Provider's Equipment
- 41. Purchaser Property
- 42. Health and Safety etc.
- 43. Offences
- 44. Tax arrangements
- 45. Discrimination
- 46. Blacklisting
- 47. Sustainability etc.
- 48. Conflicts of Interest

SECTION G FINAL PROVISIONS

- 49. Warranties and Representations
- 50. Indemnity
- 51. Limitation of Liability
- 52. Insurances
- 53. Force Majeure
- 54. Dispute Resolution
- 55. Severability
- 56. Waiver and Cumulative Remedies
- 57. Termination Rights
- 58. Termination on Insolvency or Change of Control
- 59. Consequences of Expiry or Termination
- 60. Governing Law and Jurisdiction

SCHEDULE

Schedule 5.1 Data Protection

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 (Assignment).

“**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 2 of the Public Contracts (Scotland) Regulations 2015;

“**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 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 Framework 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 Entire 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.

“Personal Data” has the meaning given in the Data Protection Laws.

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

“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 Protected Information” means any information provided by the Purchaser to the Service Provider 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).

“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.

“Service Provider” means Execspace Ltd.

“Service Provider 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 31 (Sub-contracting) or otherwise).

“Specification” means the Purchaser’s general requirements for the provision of services, including Service Levels, set out in Schedule 1 of the Framework 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 Framework 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 2015.

3.2. Save to the extent specifically provided for in this Contract, 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 the Contract 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 Framework Entire Agreement sets out details of the pricing of the Services.

- 7.2. The prices in the Pricing Schedule are not to be increased for the period of the Contract.
- 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.

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

9. 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.

10. Notices

- 10.1. Any notice or other communication which is to be given by a Party to the other under the Contract must be:
 - 10.1.1. given in writing;
 - 10.1.2. sent by letter (delivered by hand, first class post or by recorded delivery or special delivery), fax or e-mail.
- 10.2. Provided the relevant communication is not returned or rejected as undelivered, the notice or communication is deemed to have been given:
 - 10.2.1. 2 Working Days after the day on which the letter was posted; or
 - 10.2.2. 4 Working Hours after the communication was sent, in the case of fax or email.

11. Price

- 11.1. In consideration of the Service Provider's performance of its obligations relating to an Order, the Purchaser must pay:
 - 11.1.1. the price due in accordance with the Pricing Schedule and the Ordering Procedures; and
 - 11.1.2. a sum equal to the value added tax chargeable at the prevailing rate.
- 11.2. The Service Provider may not suspend the provision of services if it considers that the Purchaser has failed to pay the price due.

12. Payment and Invoicing

- 12.1. The Purchaser must pay all sums due to the Service Provider within 30 days of receipt of a valid invoice.
- 12.2. The Service Provider must render invoices in accordance with the Purchaser's instructions.
- 12.3. 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.
- 12.4. Value added tax, where applicable, must be shown separately on all invoices as a strictly net extra charge.
- 12.5. Interest is payable on the late payment of any undisputed sums of money in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In the case of sums due by the Purchaser, the sums referred to in this clause must be properly invoiced by the Service Provider.
- 12.6. In this clause 12, 'valid invoice' includes an electronic invoice meeting all the requirements set out in regulation 70A of the Public Contracts (Scotland) Regulations 2015 or regulation 44A of the Concession Contracts (Scotland) Regulations 2016.

13. Recovery of Sums Due

- 13.1. 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.
- 13.2. 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.

14. Data Protection

- 14.1. 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.
- 14.2. Both Parties agree to negotiate in good faith any such amendments to this Contract that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this clause 14 are without prejudice to any obligations and duties imposed directly on the Service Provider under Data Protection Laws and the Service Provider hereby agrees to comply with those obligations and duties.
- 14.3. The Service Provider will, in conjunction with the 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.
- 14.4. 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.

14.5. The Service Provider must:

14.5.1. 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;

14.5.2. subject to clause 14.5.1 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;

14.5.3. 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.

14.5.4. 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.

14.6. The Service Provider shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the 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.

14.7. 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.

14.8. 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.

14.9 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.

14.10 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.

14.11 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.

14.12 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 14;
- (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 14 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.
- 14.13 The Service Provider must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Purchaser containing the information set out in Article 30(2) of the GDPR.
- 14.14 If requested, the Service Provider must make such records referred to clause 14.13 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.
- 14.15 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under clause 14.14 with minimum disruption to the Service Provider's day to day business.
- 14.16 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.

15. Transparency and Freedom of Information

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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:

- 15.4.1 in certain circumstances without consulting the Service Provider, or
- 15.4.2 following consultation with the Service Provider and having taken its views into account.
- 15.5 Where 15.4.1 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.
- 15.6 Where a Request for Information concerns Service Provider Sensitive Information specified in Schedule 7 of the Framework Entire Agreement (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.
- 15.7 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.
- 15.8 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.
- 15.9 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.
- 15.10 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.
- 15.11 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. Purchaser Protected Information

- 16.1. The Service Provider must:
- 16.1.1. treat all Purchaser Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Purchaser Protected Information against disclosure;
 - 16.1.2. only use the Purchaser Protected Information for the purposes of performing its obligations under the Contract;
 - 16.1.3. 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
 - 16.1.4. not disclose any Purchaser Protected Information without the prior written consent of the Purchaser.
- 16.2. 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.
- 16.3. Clause 16.1 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 Service Provider without restriction as to its disclosure prior to its disclosure by the Purchaser;
 - 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 Contract; or
 - 16.3.5. information is independently developed without access to the Purchaser Protected Information.
- 16.4. 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 57.1.3 (Termination Rights).

17. Service Provider Sensitive Information

- 17.1. The Purchaser must:
- 17.1.1. treat all Service Provider Sensitive Information as confidential and safeguard it accordingly; and
 - 17.1.2. not disclose any Service Provider Sensitive Information to any other person without the prior written consent of the Service Provider.
- 17.2. Clause 17.1 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 Purchaser without restriction as to its disclosure prior to its disclosure by the Service Provider;

- 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 Contract; or
 - 17.2.5. information is independently developed without access to the Service Provider Sensitive Information.
- 17.3. Nothing in this Contract prevents the Purchaser from disclosing any Service Provider Sensitive Information or any other information concerning the Service Provider or the Contract:
- 17.3.1. pursuant to a Request for Information concerning the information (see clause 15 (Transparency and Freedom of Information));
 - 17.3.2. in accordance with the Purchaser'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 Purchaser concerning the routine disclosure of government information in the interests of transparency;
 - 17.3.5. to any consultant, Service Provider or other person engaged by the Purchaser, 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, and when disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Purchaser shall if the Purchaser sees fit disclose such information but is unable to impose any restrictions upon the information that the Purchaser 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 Contract; or
 - 17.3.8. for the purpose of any examination by any auditors of the Purchaser (including Audit Scotland, the Auditor General for Scotland and the Scottish Parliament) of the economy, efficiency and effectiveness with which the Purchaser has used its resources.
- 17.4. The Service Provider consents to the publication of the Contract by the Purchaser, subject to such redactions as the Purchaser may decide to make. The Purchaser may consult with the Service Provider to inform its decisions concerning redaction (for example to exclude any Service Provider Sensitive Information) but any decisions taken by the Purchaser are final and conclusive.
- 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.

SECTION C: PROVISION OF SERVICES

20. Provision of the Services

- 20.1. The Service Provider must provide the Services:
- 20.1.1. in accordance with the Specification, the Service Levels and the Ordering Procedures;
 - 20.1.2. in accordance with the particular requirements of each Order; and
 - 20.1.3. to the satisfaction of the Purchaser acting reasonably.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.

21. Deliverables and Milestones

- 21.1. The Service Provider must provide the Services, including any Deliverables:
- 21.1.1. at the date(s), time(s) and location(s) required by the Purchaser; and
 - 21.1.2. in good time to meet any Milestones required by the Purchaser.
- 21.2. 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.
- 21.3. The Purchaser may thereafter by notice to the Service Provider:
- 21.3.1. 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
 - 21.3.2. providing reasons, reject the provision of the Deliverable or the completion of the Milestone.

- 21.4. Where the Purchaser rejects the completion of a Milestone or provision of a Service or Deliverable in accordance with clause 21.3.2, the Service Provider must at its expense immediately rectify or remedy any defects and/or delays.
- 21.5. 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.
- 21.6. 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

22. Key Individuals

- 22.1. The Service Provider acknowledges that the Key Individuals are essential to the proper provision of the Services to the Purchaser.
- 22.2. 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.
- 22.3. 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:
 - 22.3.1. 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
 - 22.3.2. 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.
- 22.4. 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.

23. Offers of Employment

- 23.1. 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.
- 23.2. 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.

24. Staff transfer at commencement

- 24.1. The Parties agree that the commencement of the provision of the Services by the Service Provider may constitute a Relevant Transfer in respect of the Incoming Employees.
- 24.2. The Service Provider 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.
- 24.3. The Service Provider 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 22.2.

25. Information about Service Provider Employees

- 25.1. 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 Contract.
- 25.2. The Service Provider must disclose by notice all such information as is required by the Purchaser under clause 18, 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.
- 25.3. 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.

26. Staff transfer on expiry or termination

- 26.1. 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.
- 26.2. 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:
 - 26.2.1. the provision of information pursuant to clause 25;
 - 26.2.2. 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;
 - 26.2.3. 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

- 26.2.4. 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.
- 26.3. 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).
- 26.4. 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 24.3.

27. Security

- 27.1 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.
- 27.2 The Service Provider must notify the Purchaser of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.

SECTION E: PROVISIONS RELATING TO 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 27.1. This assignment takes effect on the Commencement Date or as an assignment 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 assignment.

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 prior to the Commencement Date and which the Purchaser reasonably requires in order to enjoy the benefit of the Services.

- 30.2. The Service Provider grants to the Purchaser a perpetual, royalty-free, irrevocable and exclusive license to use all Intellectual Property Rights referred to in clause 29.1 above (Specially Created Intellectual Property Rights).
- 30.3. The Service Provider must 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 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.

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. Assignment

- 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 assignment, 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 Contract. 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 57 (Termination Rights) and 58 (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. The Purchaser approves the appointment of the sub-contractors specified in Schedule 10 (Approved Sub-contractors) of the Framework Entire Agreement in respect of the obligations specified in that Schedule.
- 34.2. 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-Service Providers as though they are its own.
- 34.3. Where the Service Provider enters into a sub-contract the Service Provider must ensure that a provision is included which:
 - 34.3.1. requires payment to be made of all sums due by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the sub-contract requirements and provides that, where the 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;
 - 34.3.2. 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;
 - 34.3.3. 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 Contract, already planned to award to a particular supplier are advertised through the Public Contracts Scotland procurement portal (www.publiccontractsscotland.gov.uk) and awarded following a fair, open, transparent and competitive process proportionate to the nature and value of the contract; and
 - 34.3.4. is in the same terms as that set out in this clause 31.3 (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 Service Provider and sub-contractor as the case may be.
- 34.4. The Service Provider shall also include in every sub-contract:
 - 34.4.1 a right for the Service Provider to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or employment law or if any of the termination events (involving substantial modification of the Contract, contract award despite the existence of exclusion grounds or a serious infringement of EU legal obligations) specified in clause 57.3 occur; and
 - 34.4.2 a requirement that the sub-contractor includes a provision having the same effect as 34.4.1 in any sub-contract which it awards.

In this clause 34.4, 'sub-contract' means a contract between two or more service providers, at any stage of remoteness from the Purchaser in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

- 34.5. 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.
- 34.6. Where the Service Provider proposes to enter into a sub-contract it must:
- 34.6.1 advertise its intention to do so in at least one trade journal, at least one newspaper circulating in Scotland and the Public Contracts Scotland Portal; and
 - 34.6.2 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.

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. Official Secrets Acts

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

38. Service Provider's responsibility for staff etc.

- 38.1. 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.
- 38.2. The Service Provider must ensure that all Service Provider Representatives:
- 38.2.1. are appropriately experienced, skilled, qualified and trained;
 - 38.2.2. carry out their activities connected with the Contract faithfully and diligently and with all with due skill, care and diligence; and
 - 38.2.3. obey all lawful and reasonable directions of the Purchaser when carrying out activities under the Contract.

39. Access to the Purchaser's premises

- 39.1. 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.

- 39.2. 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.
- 39.3. 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.
- 39.4. 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.
- 39.5. 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.
- 39.6. 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.
- 39.7. The Purchaser must provide advice and assistance acting reasonably to the Service Provider to facilitate the Service Provider's compliance with this clause.
- 39.8. All decisions of the Purchaser under this clause are final and conclusive.

40. Service Provider's Equipment

- 40.1. 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.
- 40.2. But the Service Provider must not, without the Purchaser's approval:
 - 40.2.1. bring Equipment onto the Purchaser's premises; or
 - 40.2.2. leave Equipment on the premises.
- 40.3. Any Equipment brought onto the Purchaser's premises:
 - 40.3.1. remains the property of the Service Provider; and
 - 40.3.2. 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.
- 40.4. 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 any 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.

- 40.5. 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:
- 40.5.1. remove all Equipment; and
 - 40.5.2. leave the premises in a clean, safe and tidy condition, clearing away all rubbish arising out of the Service Provider's activities.
- 40.6. 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.

41. Purchaser Property

- 41.1. Where the Purchaser issues Purchaser Property to the Service Provider, the Purchaser Property remains at all times the property of the Purchaser.
- 41.2. The Service Provider undertakes the safe custody of the Purchaser Property and to that end must:
- 41.2.1. keep the Purchaser Property in good order and condition (excluding wear and tear);
 - 41.2.2. comply with any particular security requirements communicated to the Purchaser in relation to the Purchaser Property;
 - 41.2.3. use any Purchaser Property solely in connection with the Contract and for no other purpose; and
 - 41.2.4. store the Purchaser Property separately and ensure that it is clearly identifiable as belonging to the Purchaser.
- 41.3. The Purchaser Property is deemed for the purposes of clause 41.2.1 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.
- 41.4. The Service Provider must not:
- 41.4.1. modify or replace the Purchaser Property;
 - 41.4.2. use the Purchaser Property as security for a loan or other obligation;
 - 41.4.3. sell, or attempt to sell or part with possession of the Purchaser Property; or
 - 41.4.4. allow anyone to obtain a lien over, or right to retain, the Purchaser Property.
- 41.5. 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.
- 41.6. 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.

42. Health and Safety etc.

- 42.1. 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.
- 42.2. 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.
- 42.3. 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.
- 42.4. The Service Provider must promptly make available its statutory health and safety policy statement to the Purchaser on request.

43. Offences

- 43.1. The Service Provider must not commit or attempt to commit any offence:
 - 43.1.1. under the Bribery Act 2010;
 - 43.1.2. of fraud, uttering, or embezzlement at common law; or
 - 43.1.3. of any other kind referred to in regulation 58(1) of the Public Contracts (Scotland) Regulations 2015.
- 43.2. Breach of clause 43.1 is a material breach for the purposes of clause 57.1.3 (Termination Rights).

44. Tax Arrangements

- 44.1 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.
- 44.2 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.
- 44.3 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 44.1 and 44.2 above or why those clauses do not apply to it.
- 44.4 A request under sub-clause 44.3 above may specify the information which the Service Provider must provide and the period within which that information must be provided.
- 44.5 The Purchaser may supply any information which it receives under clause 44 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.
- 44.6 The Service Provider shall take all reasonable steps to ensure the observance of the provisions of this clause 44 by all of their servants, employees, agents, consultants and sub-contractors.

- 44.7 Where the Service Provider enters into any sub-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 44 subject only to modification to refer to the correct designation of the equivalent party as the Service Provider.

45. 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.

46. Blacklisting

The Service Provider must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the 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 Purchaser to terminate the Contract.

47. Sustainability

- 47.1. The Service Provider should propose measures to deliver any sustainable benefits detailed in Schedule 1 of the Framework Entire Agreement.

48. Conflicts of interest

- 48.1. 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.
- 48.2. 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.
- 48.3. Breach of this clause by the Service Provider is a material breach for the purposes of clause 57.1.3 (Termination Rights).

SECTION G FINAL PROVISIONS

49. Warranties and Representations

The Service Provider warrants and represents that:

- 49.1. 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 Contract and that the Contract is executed by a duly authorised individual;
- 49.2. 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 2015;
- 49.3. 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;

- 49.4. 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;
- 49.5. 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;
- 49.6. 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;
- 49.7. 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;
- 49.8. 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;
- 49.9. in the 3 years prior to the Commencement Date:
 - 49.9.1. 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;
 - 49.9.2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
- 49.10. 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;
- 49.11. 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;
- 49.12. 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;
- 49.13. it has in place appropriate technical and organisational measures to safeguard any Purchaser Protected Information provided by the Purchaser;
- 49.14. 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
- 49.15. 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.

50. Indemnity

- 50.1 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.
- 50.2 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 14.12(c) of this Contract;
 - (b) fails to comply with any other obligation under the Contract.

51. Limitation of Liability

- 51.1. Neither Party is liable to the other Party under the Contract for any:
- 51.1.1. loss of profits, business, revenue or goodwill; or
 - 51.1.2. indirect or consequential loss or damage.
- 51.2. But clause 35.1 does not exclude any liability of the Service Provider for additional operational, administrative costs or expenses or wasted expenditure resulting from the Default of the Service Provider.
- 51.3. The liability of either Party under the Contract for Defaults is limited to £1 million per incident, or any greater/other sum may be agreed with the Purchaser.
- 51.4. But neither Party excludes or limits liability to the other Party for:
- 51.4.1. death or personal injury caused by its negligence;
 - 51.4.2. misrepresentation;
 - 51.4.3. 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
 - 51.4.4. any breach of any obligations under Data Protection Laws.

52. Insurances

- 52.1. The Service Provider must effect and maintain with a reputable insurance company:
- 52.1.1. public liability insurance in the sum of not less than £1 million per incident;
 - 52.1.2. professional indemnity insurance in the sum of not less than £1 million per incident; and
 - 52.1.3. employer's liability insurance in accordance with any legal obligation for the time being in force.
- 52.2. 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.
- 52.3. 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.

53. Force Majeure

- 53.1. 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 6 months, either Party may terminate the Contract with immediate effect by notice.
- 53.2. 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.
- 53.3. 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 40.1, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.
- 53.4. The only events that afford relief from liability for failure or delay under the Contract are Force Majeure events.

54. Dispute Resolution

- 54.1. The Parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract in accordance with the Management Arrangements.
- 54.2. 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.
- 54.3. Any arbitration under clause 54.2 is subject to the Arbitration (Scotland) Act 2010.

55. Severability

- 55.1. 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.

56. Waiver and Cumulative Remedies

- 56.1. 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.
- 56.2. 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).
- 56.3. A waiver of any Default is not a waiver of any subsequent Default.

- 56.4. 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.

57. Termination Rights

- 57.1. The Purchaser may terminate the Contract by notice to the Service Provider with immediate effect if the Service Provider commits a Default and:
- 57.1.1. 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;
 - 57.1.2. the Default is not in the opinion of the Purchaser, capable of remedy; or
 - 57.1.3. the Default is a material breach of the Contract.
- 57.2. The Purchaser 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 Service Provider has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of The Public Contracts (Scotland) Regulations 2015, including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure; or
 - (c) the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

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

- 57.3. The Purchaser may also terminate the Contract in the event of a failure by the Service Provider to comply in the performance of the Services with legal obligations in the fields of environmental, social or employment law.
- 57.4. The Purchaser may also terminate the Contract where, at any time before the term of the Contract, the Service Provider or any person falling within the description set out in paragraph (2) of regulation 58 of The Public Contracts (Scotland) Regulations 2015 commits an offence referred to in paragraph (1) of that regulation.

58. Termination on Insolvency and Change of Control

- 58.1. 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:
- 58.1.1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

- 58.1.2. 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);
- 58.1.3. 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;
- 58.1.4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- 58.1.5. 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;
- 58.1.6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- 58.1.7. 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;
- 58.1.8. a debt relief order is entered into; or
- 58.1.9. any event similar to those listed above occurs under the law of any other jurisdiction.
- 58.2. The Purchaser may terminate the Contract by notice with immediate effect within 6 months of:
 - 58.2.1. being notified that a change of Control has occurred in accordance with clause 33.2 (Change of Control); or
 - 58.2.2. where no such notification has been given, the date that the Purchaser becomes aware of the change of control.
- 58.3. But the Purchaser may not terminate the Contract under clause 58.2 where approval of the change of control has been granted by notice by the Purchaser.

59. Consequences of Expiry or Termination

- 59.1. Where the Purchaser terminates the Contract under clause 40 (Termination Rights) and makes other arrangements for the provision of services, the Service Provider indemnifies the Purchaser against all costs incurred in making those arrangements.
- 59.2. 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).
- 59.3. Any indemnity given by the Purchaser under clause 59.2 is subject to the Service Provider:
 - 59.3.1. taking all reasonable steps to mitigate its loss;
 - 59.3.2. taking all reasonable steps to recover its losses under any insurance policies held by it; and
 - 59.3.3. submitting a fully itemised and costed list of losses which it seeks to recover from the Purchaser together with supporting evidence.

- 59.4. Except as provided for in clauses 34 (General Indemnity), 59.1 and 59.2, 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.
- 59.5. On expiry or termination of the Contract the Service Provider must:
- 59.5.1. immediately return to the Purchaser all Purchaser Property and Purchaser Protected Information in its possession; and
- 59.5.2. destroy or delete any copies of Purchaser Protected Information (whether physical or electronic) in its possession.
- 59.6. The following provisions survive the expiry or termination of the Contract:
- 59.6.1. clause 1 (Definitions and Interpretation);
- 59.6.2. clause 13 (Recovery of Sums Due);
- 59.6.3. clause 14 (Data Protection);
- 59.6.4. clause 15 (Transparency and Freedom of Information);
- 59.6.5. clause 16 (Purchaser Protected Information);
- 59.6.6. clause 17 (Service Provider Sensitive Information);
- 59.6.7. clause 18 (Audit);
- 59.6.8. clause 19 (Publicity);
- 59.6.9. clause 23 (Offers of Employment);
- 59.6.10. clause 25 (Information about Service Provider Employees);
- 59.6.11. clause 26 (Staff transfer on expiry or termination);
- 59.6.12. clause 28 (Parties' pre-existing Intellectual Property Rights);
- 59.6.13. clause 29 (Specially Created Intellectual Property Rights);
- 59.6.14. clause 30 (Licences of Intellectual Property Rights);
- 59.6.15. clause 29 (Claims relating to Intellectual Property Rights);
- 59.6.16. clause 37 (Official Secrets Acts);
- 59.6.17. clause 40 (Service Provider's Equipment);
- 59.6.18. clause 41 (Purchaser Property);
- 59.6.19. clause 44 (Tax arrangements);
- 59.6.20. [clause 47 (Sustainability)];
- 59.6.21. clause 49 (Warranties and Representations);
- 59.6.22. clause 50 (Indemnity);
- 59.6.23. clause 51 (Limitation of Liability);
- 59.6.24. clause 52 (Insurances);
- 59.6.25. clause 54 (Dispute Resolution);
- 59.6.26. clause 56 (Waiver and Cumulative Remedies);
- 59.6.27. this clause 59 (Consequences of Expiry or Termination); and
- 59.6.28. clause 0 (Governing Law and Jurisdiction).
- 59.7. If a Judicial Order is made, the provisions of the Management Arrangements referring to that possibility apply.
- 59.8. 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 in accordance with the amount of costs, damage and loss incurred or suffered by the Purchaser as a result of termination which may be recovered by the Purchaser from the Service Provider and shall include (but not be restricted to): -
- 59.8.1. any additional operational and administrative costs and expenses incurred by the Purchaser by virtue of such termination of the Contract;
- 59.8.2. the costs and expenses incurred by the Purchaser in providing, or procuring that another body provide, the Contract Services

- on a temporary basis until the completion of a re-tendering process;
and
 - 59.8.3. the costs and expenses incurred by or on behalf of the Purchaser in performing the re-tendering process.
- 59.9. On expiry or termination of the Contract the Service Provider must:
- 59.9.1. immediately return to the Purchaser all Purchaser Property and Purchaser Protected Information in its possession; and
 - 59.9.2. destroy or delete any copies of Purchaser Protected Information (whether physical or electronic) in its possession.

60. Governing Law and Jurisdiction

The Contract 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.

This page comprises Schedule 5.1 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 5.1 – DATA PROTECTION

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 Subject matter and duration of the Processing of Personal Data.

- 1.1.1 The subject matter and duration of the Processing of Personal Data under this Framework relates to the Sourcing and Booking of Meeting Rooms and Conference Venues as set out in the Contract.

1.2 The nature and purpose of the Processing of Personal Data

- 1.2.1 The nature and purpose of Processing of Personal Data may relate to delegates attending conference venues.

1.3 The types of Personal Data to be Processed

- 1.3.1 The data types are names, email addresses and organisation address.

1.4 The categories of Data Subject to whom Personal Data relates

- 1.4.1 service users e.g. delegates

1.5 The obligations and rights of the Purchaser

- 1.5.1 The obligations and rights of the Purchaser as the Data Controller are set out in Clause 14 of the Contract.

This page comprises Schedule 6 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 6 – PARENT COMPANY GUARANTEE

NOT USED

This page comprises Schedule 7 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

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
<i>(Contract Document)</i>			Once
<i>(Performance)</i>			<i>TBC</i>
<i>(Charges)</i>			<i>TBC</i>
<i>(Major sub-contractors)</i>			<i>TBC</i>
<i>(Technical)</i>			<i>TBC</i>

CONTRACTOR SENSITIVE INFORMATION

Type of information specified As Contractor Sensitive Information	Reason why information is sensitive	Duration of sensitivity

This page comprises Schedule 8 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 8 – Exit Strategy

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:

[Services detailed at clause 44.9].

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 44.3.

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 44.4.

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 Contractor shall certify that this has been done.

This page comprises Schedule 9 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 9 – DATA PROTECTION

NOT USED

This page comprises Schedule 10 to the Framework Agreement between the Scottish Ministers and ExecSpace Limited

SCHEDULE 10 – APPROVED SUB-CONTRACTORS

NOT USED