

[Terms and conditions for use only in low value/low-medium risk, straightforward procurements of goods and service. Not suitable for software, shared or managed services purchases.

Not to be used where the contract value (including any possible extensions) may exceed [£50,000].

CLYDE GATEWAY URC TERMS AND CONDITIONS FOR PURCHASING GOODS AND SERVICES

1. Interpretation

- 1.1 In these terms and conditions some words have particular meanings. These are set out in Condition 18 below.
- 1.2 In these terms and conditions unless the context otherwise requires:
 - 1.2.1 words and expressions defined in FOISA and Data Protection Law shall have the same meanings in these terms and conditions.
 - 1.2.2 more generally, references to statutory provisions include those statutory provisions as amended, replaced, re-enacted for the time being in force and shall include any bye-laws, statutory instruments, rules, regulations, orders, notices, codes of practice, directions, consents or permissions and guidelines (together with any conditions attached to the foregoing) made thereunder;
 - 1.2.3 words used in the singular will be interpreted to include the plural and vice versa and words which refer to one gender will be interpreted to include other genders;
 - 1.2.4 the words "include" and "including" shall each be construed without limitation to the words following;
 - 1.2.5 "disclose" includes permitting a person to access personal data or imparting that data orally or by demonstration, including directly or indirectly giving the person, or arranging for the person to have, access to personal data in any manner and in any form or format whatsoever, and "disclosure" and "disclosed" will be interpreted accordingly;
 - 1.2.6 references to clauses and paragraphs are references to the relevant clauses and paragraphs of the terms and conditions respectively; and
 - 1.2.7 headings shall not affect the interpretation of these terms and conditions.
- 1.3 These terms and conditions and the other Contract Documents make up the whole agreement between you and us and supersede any previous agreement between you and us relating to the same subject matter. No other term or condition submitted, proposed or stipulated by you will apply to the contract between you and us.
- 1.4 If there is any conflict or inconsistency among the Contract Documents the terms of some of the documents take priority over other documents. The descending order of importance is as follows: firstly the Contract Award Letter; then these terms and conditions; then any clarifications to our invitation to tender or invitation to quote (as applicable) and/or your response to our invitation to tender or invitation to quote (as applicable) that are agreed in writing between you and us; our invitation to tender or

invitation to quote (as applicable); and then your tender or quote response.

2. The Goods and Services

- 2.1 You will provide the Goods and Services to our reasonable satisfaction and you will act at all times in a diligent and professional manner. The Goods and Services must conform fully to the requirements set out in the Contract Documents.
- 2.2 You will provide the Goods and perform the Services on and by the dates set out in the Contract Documents and, where we specify time of delivery or performance in the Contract Documents, then time of such delivery or performance shall be of the essence of the Contract.
- 2.3 You will not incur any liability on our behalf nor enter into any contracts or agreements on our behalf without our prior approval in writing.
- 2.4 We may request a change to any of our requirements for the Goods or Services at any time. You will notify us in writing if such change will result in a price increase or decrease and we will agree the scope of, and charges for, such change with you in writing.
- 2.5 If, at any time, you consider that your performance of any of the obligations under this Contract may conflict with other relationships or obligations on you, you must inform us of this. We may then decide, at our sole discretion (acting reasonably), to terminate the Contract immediately by notice in writing and we shall be entitled to serve that notice at any time.

Services

- 2.6 You will only provide personnel to perform the Services who possess the appropriate experience, skills and qualifications necessary to perform the Services.
- 2.7 If key personnel are specified in the Contract Documents, you will ensure that those key personnel carry out the Services and you will not make any change to such key personnel unless we have agreed (acting reasonably) to that change in writing.

Goods

- 2.8 You warrant and undertake to us that the Goods will be of good construction, sound materials, satisfactory quality and free from defects in design, materials and workmanship, and will conform in all respects with any description contained in the Contract Documents and with any sample provided to us.
- 2.9 In providing the Goods and Services, you will comply with all applicable legislation, rules and regulations relating to the packing, labelling and carriage of Goods.

3. Delivery, Title and Risk

- 3.1 You will deliver the Goods to the location and at the time specified in the Contract Documents unless we have agreed a change to our delivery requirements.
- 3.2 You will ensure that each delivery is accompanied by a delivery note which shows at least the relevant purchase order number given to you by us, date of delivery and details of the number of packages and contents.
- 3.3 Following delivery we will inspect the Goods within a reasonable time and notify you of any defective or missing items.
- 3.4 If there are defective or missing Goods or Services then we may, at our option, (i) permit you at your cost to repair or deliver the missing Goods or re-perform the Services within a specified time; (ii) require you at your cost to replace such defective Goods within a specified time; or (iii) refuse to pay for such defective or missing Goods or Services. You will uplift defective goods at your expense.

- 3.5 If Goods are delivered in excess of the quantity ordered, we will not be bound to pay for such excess and such excess Goods will be uplifted by you at your expense.
- 3.6 Ownership of the Goods and risk in the Goods will transfer to us when the Goods are delivered (and off-loaded) in accordance with the Contract and we have signed a delivery note acknowledging safe receipt of them.
- 3.7 You guarantee that the Goods will continue to be free from defects for a period of 12 months from delivery and you will (at our option) fix the defect or replace the defective Goods at your expense within seven days.

4. Price and Payment

- 4.1 The price for the Goods and/or Services shall be as stated in the Contract Documents and shall be deemed to be inclusive of any and all VAT and/or other applicable taxes, all expenses and charges.
- 4.2 No increase to the price may be made without our prior written consent.
- 4.3 If you supply the Goods and Services to our reasonable satisfaction, you may invoice us for the applicable price and we will pay valid, undisputed invoices 30 days from receipt.
- 4.4 We may set off any amount owing at any time from you to us against the price of the Goods or Services payable by us to you.
- 4.5 We will pay interest on any amount properly due at 4 per cent per annum above the base lending rate of the Royal Bank of Scotland plc from time to time.

5. Intellectual Property

- 5.1 You hereby grant us a perpetual, irrevocable, worldwide, royalty free, non-exclusive licence (with the right to grant sub-licences) to use the Background IP for the purpose of using and receiving the Goods, Services and Foreground IP.
- 5.2 By signing any of the Contract Documents (including without limitation the confirmation of acceptance of these terms and conditions as part of your response to our invitation to tender or invitation to quote (as applicable)) you hereby assign to us all right, title and interest in the Foreground IP with effect from their creation.
- 5.3 You will, if we ask and at no additional charge to us, sign any document and do anything that we require to transfer ownership of the Foreground IP to us.
- 5.4 You may make a written request to use the Foreground IP. We will respond in writing within 30 days, and if we agree to your request, you will be granted a non-exclusive, worldwide, personal, non-sub licensable, royalty free licence of the Foreground IP from the date of our agreement. We may amend this licence at our discretion.
- 5.5 We recognise that, in some cases, the Services that you are providing constitute access to your proprietary databases. If that access is all of the Services that you are providing under the Contract, then Conditions 5.1 to 5.4 shall not apply to such databases. You hereby grant to SE a non-exclusive licence, with the ability to sub-license, to access, copy and use the databases referred to in the Contract Documents and the information and data within those databases for the purposes set out in the Contract Documents.
- 5.6 You warrant to us that neither the Background IP, nor the information, data nor databases referred to in Condition 5.5 above nor the Foreground IP, nor any use of any of them will infringe the Intellectual Property Rights of any third party.

6. Corrupt Gifts and Payments

- 6.1 You must not do anything that gives or offers any kind of inducement or reward to any of our

employees in relation to the Contract including, without limitation, offering any kind of corporate hospitality. Doing so may be a criminal offence.

- 6.2 You must 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.

7. Equal Opportunities, Law and Regulation

- 7.1 You must ensure that no applicant or employee receives less favourable treatment on the grounds of sex, marital status, disability, religion or belief, sexual orientation, colour, race or ethnic origins, or is unlawfully discriminated against or disadvantaged by any provision, criteria or practice which you apply which cannot be shown to be objectively justified.
- 7.2 You must not commit any breach of any Law including, without limitation, (i) any breach of the Equality Act 2010; (ii) 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 (iii) any breach of the Data Protection Law by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material breach which cannot be remedied and which shall entitle us to terminate the Contract at any time by written notice with immediate effect.

8. Termination

- 8.1 We may tell you if we think you have breached any of your obligations or warranties under this Contract. If such a breach of contract is capable of remedy, we will give you an opportunity to remedy it to our satisfaction within 20 days.
- 8.2 If the breach cannot be remedied or if you fail to do so within the 20 days, we may terminate the Contract in whole or in part immediately by written notice.
- 8.3 If you believe that we have failed to pay a valid undisputed invoice for sums properly due under the Contract, you should notify us in writing. We will have 20 days from receiving such notification to assess your claim and make payment if appropriate. If we have not paid your valid undisputed invoice for sums properly due within 30 days of when we receive your written notification asking us to do so, you may terminate the Contract by written notice to us.
- 8.4 We may terminate the Contract immediately, in whole or in part, at any time, by written notice if:-
- 8.4.1 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; or
- 8.4.2 you have, 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
- 8.4.3 the Contract should not have been awarded to you 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; or
- 8.4.4 you enter into any form of insolvency or bankruptcy proceedings or if we believe

- that you are unable to pay, or if you cease to pay, your debts as they fall due; or
- 8.4.5 you fail to comply with your obligations pursuant to Condition 2.5 above; or
- 8.4.6 you, as a result of any act or omission, in our sole opinion, cause damage or risk to our reputation.
- 8.5 We may also terminate the Contract in the event of a failure by you to comply in the performance of the Contract with legal obligations in the fields of environmental, social and employment law.
- 8.6 The term of the Contract shall be the term set out in the Contract Documents but we may terminate the Contract, in whole or in part, at any time by giving you at least 30 days' notice in writing.

9. Consequences of Termination

- 9.1 On termination or expiry of the Contract you will provide us with a report on the work you have carried out under the Contract. We will pay you on a pro rata basis for work that you have completed in accordance with the Contract unless we have terminated the Contract under Conditions 8.2, 8.4 or 8.5 above, and we will have no further loss or liability to you.
- 9.2 On termination or expiry of the Contract you will stop using and destroy any confidential information of ours which you hold whether in paper or electronic form.
- 9.3 On termination or expiry of the Contract you will assist us with any handover to another supplier if we so request (acting reasonably) and at no extra charge to us.
- 9.4 Any provisions which expressly or by implication are intended to survive termination of this Contract will continue in force beyond termination, expiry or the grant of a court order which renders all or part of the Contract ineffective.

10. Liability, Loss and Insurance

- 10.1 Subject always to Condition 10.2, the aggregate liability of each party under this Contract for any breach of the terms of this Contract, or otherwise in relation to the subject matter of this Contract (including without limitation that arising from negligence, delict, tort or otherwise) shall in no event exceed 125% of the price payable for Goods and/or Services pursuant to the Contract.
- 10.2 Neither party excludes or limits liability for death or personal injury arising from the breach of duty of such party, fraud or fraudulent misrepresentation, any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or any loss or corruption of data.
- 10.3 You will pay to us on demand the amount of any loss, costs and expenses which we incur as a result of your negligence, any breach by you of the Contract, any infringement of a third party's Intellectual Property Rights, or any damage to property or injury or death caused by you in the supply of the Goods and/or Services.
- 10.4 You will have in place at all times during the term of the Contract and for a period of 5 years after the end of the Contract insurance with a reputable insurance company at an adequate level of cover in respect of all risks which may be incurred under the Contract. Such insurance must include cover in respect of any financial loss arising from any advice given or omitted to be given by you. You will show us evidence of such insurance when we request it.
- 10.5 If you are an individual you will, if we ask, provide us with evidence of your self-employed status. We are entitled to assume that you are self-employed, and you will make sure that we do not have to bear the cost of paying the Inland Revenue or any other Government Department any tax, national insurance or similar payments on the basis that you are not self-employed.

11. Confidential Information, Freedom of Information and Data protection

Confidential Information

- 11.1 Subject to any information specifically stated to be confidential information by us, the Contract and the Contract Documents will not be treated as confidential information and may be disclosed without restriction.
- 11.2 Unless we agree otherwise, all information which you obtain from us or which becomes known to you in connection with the Contract must be kept secret and only used by you to perform your obligations under the Contract. This does not apply to information which is already known to the public.
- 11.3 We do not expect that you will have to disclose your confidential information to us, however if there is specific information which you consider to be confidential, please notify us in writing and mark it as confidential and subject to Clause 11.5, we will not use or disclose such information that we accept (acting reasonably) is confidential. This does not apply to information which is already known to the public.
- 11.4 Notwithstanding any other provision of the Contract, we may disclose all information submitted to us to our auditors, the Scottish Government or to any other public sector body. When disclosing such information you acknowledge and agree that we may disclose such information if we see fit, but we are unable to impose any restriction upon other public sector bodies. Such disclosure shall not be a breach of the Contract.

Freedom of Information

- 11.5 You acknowledge and agree that we may disclose information held by us in compliance with the Freedom of Information (Scotland) Act 2002 (the "FOI Act") or any other legislation or as otherwise required by law. Such information may include, without limitation, information in relation to your response to our invitation to tender or invitation to quote (as applicable) or the Contract.

Data Protection

- 11.6 We and you each agree to comply with the applicable requirements of Data Protection Law to the extent that they apply to our respective activities under the Contract.
- 11.7 Subject to Condition 11.8 we and you each agree that, for the purposes of Data Protection Law, any processing of Data shall be on a data controller to data controller basis.
- 11.8 Where we and you agree in the Contract Documents or otherwise in writing that you will process personal data on our behalf as a data processor, the following provisions of this Condition 11.6 through to 11.18 shall apply.
- 11.9 To the extent that you are a data processor, you shall:
- 11.9.1 process the Data only to the extent, and in such a manner, as is necessary for the Purpose, subject to and in accordance with our express written instructions from time to time.
- 11.9.2 except to the extent that you are required by law to retain any copies of any Data, upon the expiry or termination of the Contract you will deliver to us or destroy and/or permanently delete from your information technology systems all copies of any Data in your possession;
- 11.9.3 implement appropriate technical and organisational measures including the security measures set out in the Contract Documents or otherwise agreed by us with you in writing (the "**Security Measures**"), appropriate to the risks of processing the Data

- under the Contract against unauthorised or unlawful processing of the Data, and against accidental loss or destruction of or damage to the Data, to ensure compliance with Data Protection Law.
- 11.10 You shall :
- 11.10.1 comply with your obligations as a data processor under Data Protection Law in relation to the processing of personal data by you under the Contract;
- 11.10.2 keep such records and information as are necessary to demonstrate compliance with Data Protection Law in relation to the processing of Data under the Contract by both you and us (so far as possible) and promptly provide such records and information to us on request;
- 11.10.3 permit us (or any auditor appointed by us) or any supervisory authority to have access to your premises, personnel and records, on reasonable notice, for verifying compliance with Data Protection Law and the requirements of this Condition 11;
- 11.10.4 promptly take such steps as we request you to take, to ensure that the measures implemented under Condition 11.9.3 are sufficient to ensure our compliance with Data Protection Law; and
- 11.10.5 assist us to the extent reasonably required in responding to any relevant Data Subject Request; and
- 11.10.6 not transfer any of the Data outside the United Kingdom, except upon and in accordance with our express written instructions. We may require you to transfer the Data back to within the United Kingdom:
- (i) on giving not less than one month's notice in writing to that effect; or
- (ii) at any time in the event of a change in Law which makes it unlawful for the Data to be processed in the jurisdiction, outside the United Kingdom, where it is being processed;
- 11.10.7 ensure that the Data is processed only by employees, contractors or other personnel that are subject to an appropriate duty of confidentiality.
- 11.11 Notwithstanding the terms of the Contract, you may not:
- 11.12 sub-contract the performance of any of your obligations under this Condition (or otherwise authorise any third party to process the Data on your behalf); nor
- 11.13 sub-license the exercise of any of your rights under this Condition; nor
- 11.14 assign or otherwise transfer (as applicable) your rights and obligations under this Condition,
- in each case whether in whole or in part, without our prior written consent, which consent we may give or withhold in our entire discretion and, where given, be given subject to conditions.
- 11.15 You will promptly (and, in any event, no later than 12 hours after becoming aware of the breach or suspected breach) inform us in writing of any breach or suspected breach of any of your obligations in

Condition 11.9.3 or of any other unauthorised or unlawful processing of any of the Data or any other loss or destruction of or damage to any of the Data ("**Incident**"). Such notification shall contain (at a minimum) such information as is required for us to discharge our responsibilities under Data Protection Law in relation to such Incident. You shall thereafter promptly (i) provide us with all such information as we request in connection with such Incident; (ii) take such steps as we require you to take to mitigate the detrimental effects of any such Incident on any of the Data Subjects and/or on us; and (iii) otherwise cooperate with us in investigating and dealing with such Incident and its consequences.

- 11.16 You shall indemnify us and keep us indemnified against any losses, costs, damages, awards of compensation, any monetary penalty notices or administrative fines for breach of Data Protection Law and/or expenses (including legal fees and expenses) suffered, incurred by us, or awarded, levied or imposed against us, as a result of any breach by you of its obligations under this Condition. Any limitations or exclusions of liability in the Contract shall not apply to this indemnity.
- 11.17 You shall comply with your obligations under this Condition at your own cost and expense.
- 11.18 For the avoidance of doubt, you acknowledge that unless a particular disclosure of Data is explicitly made as being on the basis of data controller to data processor, the Data disclosed under the Contract is made on a data controller to data controller basis.

.Data Security

- 11.19 Conditions 11.9 to 11.14 apply if you handle, or have access to, any of our data or any personal data in respect of which we are the data controller.
- 11.20 You will comply with and you will ensure that sub-contractors comply with our [security policy](#) and security requirements and also with [our procedures and policies](#) for the vetting of all personnel whose role may involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures. You confirm that all personnel employed or engaged by you or any sub-contractor were and will be vetted and recruited on a basis that is equivalent to and no less strict than those procedures and policies. If we believe that any personnel pose any security risk we may refuse entry to our premises and, if requested, you will cease using such personnel to deliver any Services.
- 11.21 You will not delete or remove any proprietary notices contained within or relating to our data.
- 11.22 You will ensure that any system on which you hold any of our data is a secure system that complies with our security policy. To the extent that our data is held and/or processed by you, you shall supply that data to us as requested by us and in the format specified by us. If we ask, you will perform secure back-ups of our data and shall ensure that up-to-date back-ups are stored off-site. You will ensure that such back-ups are available to us at all times and are delivered to us on request.
- 11.23 You will preserve the integrity of our data and prevent the corruption or loss of our data. If at any time you suspect or have reason to believe that our data has or may become corrupted, lost or degraded in any way, then you shall notify us immediately.
- 11.24 If our data is corrupted, lost or degraded as a result of any act or omission by you or any of your sub-contractors' personnel, we may require you, at your expense, (i) to restore or procure the restoration of our data and you shall do so as soon as practicable; and/or (ii) to restore or procure the restoration of our data ourselves, and you will repay us any reasonable expenses incurred in doing so.
- 11.25 You will on an ongoing basis use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and delete malicious software from your systems. If

malicious software is found on any systems, you will co-operate with us to reduce the effect of the malicious software and assist us to mitigate any losses and to restore our data and systems and the Services to their desired operating efficiency. If the malicious software originates from your or any of your sub-contractors' systems then you will repay us all costs incurred by us in taking the aforementioned action.

12. Cessation of Services

- 12.1 If you or any of your sub-contractors cease to provide any of the Services and by operation of TUPE any of your or their employees transfer or claim to transfer to us (whether by operation of TUPE or otherwise), then you shall pay us the amount of (i) any losses which we incur arising out of their employment with you or your sub-contractor as the case may be or its termination prior to the date of the transfer to us and/or (ii) any unsuccessful or erroneous claim by such employees that they have or should have transferred to us.

13. General

- 13.1 No failure or delay by you or us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that, or of any other right or remedy.
- 13.2 No variation of the Contract will be effective unless it is in writing and signed by both your and our authorised representatives.
- 13.3 If any provision of the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal, ineffective or unenforceable, or is suspended or the subject of an equivalent order, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract and you and we shall each use reasonable endeavours in good faith to modify the Contract so that the intent of the Contract can be legally carried out. We will have no liability to you for any losses, costs or expenses incurred as a result of the court or other authority's decision that the Contract or any provision or part of any provision of the Contract is invalid, illegal, ineffective or unenforceable or is to be suspended, reduced, set aside or amended or the subject of an equivalent order, other than those specified in the court order or decision and which we are required to implement.
- 13.4 Any rights and remedies provided under the Contract are in addition to, and not instead of, any other rights or remedies provided under the Contract or provided by law.
- 13.5 Where you or any Personnel are liable to be taxed in the United Kingdom in respect of payment received under the Contract (either directly or indirectly as an employee or contractor), you shall and shall procure that all Personnel shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that payment.
- 13.6 Where you or any Personnel are liable to National Insurance Contributions in respect of payment received under the Contract (either directly or indirectly as an employee or contractor), you shall and shall procure that any Personnel shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to National Insurance Contributions in respect of that payment.
- 13.7 We may, at any time during the term of the Contract, request that you or any Personnel provide information which demonstrates how you or any Personnel comply with Conditions 13.5 and 13.6

above or why those Conditions 13.5 and 13.6 do not apply to you or any Personnel.

- 13.8 A request under Condition 13.7 above may specify the information which you or any Personnel must provide and the period within which that information must be provided and you shall provide that information, and shall procure that the Personnel provide that information, within the requested timescale.

- 13.9 We may supply any information which we receive under Conditions 13.7 and 13.8 above 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. You will ensure that all Personnel consent to the processing of their personal data for any of the above purposes.

14. Publicity

You must agree with us in advance any press release or public intimation about the Services that you make. We may make reference publicly to the Contract and to your provision of Goods and/or Services.

15. Notices

- 15.1 Any notice given under the Contract shall be in writing and be given by hand or sent by first class recorded delivery post. Notices shall be sent to the addresses shown in the Contract Documents. Either party can change its address for notices by telling the other in writing.
- 15.2 If sent to the correct address, notices shall be deemed given two business days after the date of posting. A business day is a day when we are open for business.

16. Assignment and Sub-contracting

- 16.1 You may sub-contract to those sub-contractors named in the Contract Documents but you are not allowed to sub-contract to anyone else or to transfer or assign the Contract or any of your rights or obligations under the Contract or any part of it. We may assign or novate the Contract in whole or in part.
- 16.2 If you sub-contract any work under the Contract, you will still be responsible to us for carrying out the Contract. We can take action against you if your sub-contractor does not do what it is meant to do.
- 16.3 Where you sub-contract any work under the Contract, you must ensure the sub-contract includes: -
- 16.3.1 a right for you 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 Condition 8.4 occurs; and
- 16.3.2 a requirement that the sub-contractor includes a provision having the same effect as 16.3.1 above in any sub-contract that it awards.

In this Condition 16.3, 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from Clyde Gateway URC 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.

- (d) Privacy and Electronic Communications); and any legislation that, in respect of the United Kingdom, replaces, or enacts into United Kingdom domestic law, the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union;

17. **Governing Law**

The Contract shall be governed by and construed in accordance with the law of Scotland and you and we agree that any court action relating to the Contract will take place exclusively in the courts in Scotland.

18. **Definitions**

In these terms and conditions certain words and phrases have defined meanings as set out below:

"Background IP" means all Intellectual Property Rights owned by you and in existence prior to you first providing the Goods or Services to us;

"Contract" means the contract for the supply of the Goods and/or Services made up of the Contract Documents and concluded between you and us;

"Contract Award Letter" means the letter issued by us to you that specifies that these terms and conditions apply to it, or to which these terms and conditions are attached;

"Contract Documents" means any Contract Award Letter, these terms and conditions, our invitation to tender referred to in the Contract Award Letter, your response to our invitation to tender and any clarifications to our invitation to tender and/or your response to our invitation to tender that are agreed in writing between you and us;

"Data" means the personal data being processed by either you or us pursuant to the terms of the Contract and (where Condition 11.8 applies) identified in the Contract Documents;

"Data Protection Law" means any Law relating to data protection and the processing of personal data from time to time under to the Contract, including:

- (a) the Data Protection Act 1998;
- (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679;
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on

"Data Subject" means an individual who is the subject of any of the Data. Where Condition 11.8 applies the categories of data subjects are as detailed in the Contract Documents;

"Data Subject Request" means a written request made to us/received by us on behalf of a Data Subject to exercise any rights conferred by Data Protection Law

"Foreground IP" means all Intellectual Property Rights arising as a direct result of your provision of the Goods or Services to us;

"Goods" means the goods detailed in the Contract Documents which are to be supplied to us under the Contract;

"Intellectual Property Right" means any patent, trade mark (registered or unregistered), registered design, unregistered design right, copyright, database right, domain name, invention, know how or other similar right;

"Law" means any applicable Act of Parliament, Act of the Scottish Parliament, subordinate legislation, Scottish subordinate legislation, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any governmental or regulatory body;

"Personnel" means any individual who is employed or engaged by you or a sub-contractor to provide all or part of the Services to us, including without limitation any key personnel, permanent or temporary employee, agency worker, temporary worker, sub-

	contractor or any personnel of a sub-contractor;
"Purpose"	means the purpose or purposes for which the Data is to be processed as detailed in the Contract Documents;
"SE", "we", "us" or "our"	means Clyde Gateway URC, a company limited by guarantee (No SC335599) and having its principal place of business at Olympia, 2-16 Orr Street, Bridgeton, Glasgow, G40 2QH;
"Security Measures"	has the meaning given in Condition 11.9.3;
"Services"	means the services detailed in the Contract Documents which are to be supplied to us under the Contract;
"Supplier" or "you"	means you, the party to whom the Contract Award Letter is addressed;
"Treaties"	in Condition 10.4.3 the Treaties has the meaning given in the European Communities Act 1972; and
"TUPE"	means The Transfer of Undertakings (Protection of Employment) Regulations 2006 SI 2006/246 as amended, re-enacted or extended from time to time.