

## CONDITIONS OF CONTRACT FOR ePROCUREMENT ORDERS/CONTRACTS



These Conditions may only be varied with the written agreement of the Client. No terms or conditions put forward at any time by the Consultant shall form any part of the Contract unless specifically agreed in writing by the Client.

As you are aware, we, Historic Scotland have entered into an arrangement with the Scottish Executive ("SE") and with Capgemini to participate in an e-procurement service being provided for the benefit of Scottish public sector organisations ("eProcurement Scotl@nd"). You, have indicated to us your interest in supplying goods, services and/or works to us through eProcurement Scotl@nd.

The following paragraphs set out certain rules that will govern participation by you in eProcurement Scotl@nd as one of our suppliers.

You are required to adhere to the following rules in relation to data made available by you for use in connection with your participation in eProcurement Scotl@nd as a supplier to us, which you hereby agree to do: -

1. You undertake to ensure that all data made available by, or provided by, you for use in connection with eProcurement Scotl@nd, including without limitation all product and pricing data, static data and text incorporated into an electronic catalogue, is correct and accurate in all material respects. Neither Capgemini nor SE is responsible for the accuracy and completeness of any data (including data within catalogues), as such data is provided/made available by you and that is displayed/presented to us;
2. You undertake that the software and the services provided by Capgemini, as part of eProcurement Scotl@nd shall not be used by you: -
  - (i) in violation of any applicable laws or regulations; or
  - (ii) to amend, load, categorise, distribute or transmit any material through eProcurement Scotl@nd or store or use any data (and/or provide any material to Capgemini or its sub-contractors to transmit, distribute or store on its behalf) that (a) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive, (b) facilitates illegal activity, (c) depicts sexually explicit images, (d) promotes unlawful violence, discrimination based upon race, gender, age, sexual orientation, disability, or any other illegal activities; (e) contains any information or software which contains a virus, trojan horse or similar contaminant; (f) breaches any third party intellectual property rights or for which Capgemini or its sub-contractors require the consent of a third party;
3. You hereby grant a licence to us and to Capgemini to use any proprietary data and material made available by you to us and/or Capgemini (including without limitation any trade marks and branding), in connection with the provision of eProcurement Scotl@nd to us;
4. Capgemini will not be responsible for the accuracy or completeness of any data which is provided by, or made available by, you for use in connection with eProcurement Scotl@nd (including without limitation information within your product catalogue), as such data is provided by, or made available by you; and
5. Product and price information provided by you to us and/or Capgemini and SE will be considered as confidential information (subject to our and the SE's obligations under the Freedom of Information (Scotland) Act 2002) and therefore treated as such by Capgemini and SE.

By accepting the terms of foregoing you agree to be bound by its terms. Any existing terms and conditions which govern any existing commercial arrangements between our respective organisations will continue to apply, except to the extent that, in relation to the supply of goods, services and/or works to us by you through eProcurement Scotl@nd, they are inconsistent with the above paragraphs, in which case the foregoing terms will prevail. Other terms may govern your participation in eProcurement Scotl@nd as a supplier to other organisations.

Failure to adhere to the above rules will give us a right of action against you and may at our option result in the termination of your involvement in eProcurement Scotl@nd. By signing this document you and we are creating an irrevocable right in favour of Capgemini as a third party beneficiary to what you and we have agreed in this document. We agree that Capgemini will be entitled to enforce directly the terms of the foregoing paragraphs.