

MEMORANDUM OF UNDERSTANDING

between

**THE SCOTTISH MINISTERS ACTING THROUGH THE DIRECTOR-GENERAL CORPORATE OF
THE SCOTTISH GOVERNMENT**

and

ENVIRONMENTAL STANDARDS SCOTLAND

In Respect of Oracle Cloud Back Office Software Services

October 2024

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MEMORANDUM OF UNDERSTANDING

between

- (1) **THE SCOTTISH MINISTERS ACTING THROUGH THE DIRECTOR-GENERAL CORPORATE OF THE SCOTTISH GOVERNMENT** whose office is at Victoria Quay, Leith, Edinburgh, EH6 6QQ (“**DG Corporate**”); and
 - (2) **ENVIRONMENTAL STANDARDS SCOTLAND** whose office is at Thistle House, 91 Haymarket Terrace, Edinburgh EH12 5HD (the “**Partner Organisation**”)
- (each a “**Party**” and together the “**Parties**”)

WHEREAS:

- A The Partner Organisation has entered into a Shared Services MoU with the Scottish Ministers. Shared services have been delivered to the Partner Organisation by the Scottish Ministers using the Existing Systems.
- B DG Corporate has entered into the Contract with the Contractor for the provision of the Back Office Software Services which shall replace the Existing Systems.
- C Under the provisions of the Contract, DG Corporate and the Contractor may provide the Services to Permitted Entities on a collaborative basis. The Partner Organisation is a Permitted Entity and is eligible to receive the Services.
- D The Parties now wish to enter this MoU on the terms set out below.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this MoU, unless the context otherwise requires:

Acceptable Use Policy means the acceptable use policy forming Part 3 (*Acceptable Use Policy*) of the Schedule.

Authorised User means any Partner Organisation employee, agent, contractor, or other individual who has been approved by the Partner Organisation as a user of the Available Services.

Available Services means the services to be provided by DG Corporate to the Partner Organisation as more fully detailed at Part 1 (*Available Services*) of the Schedule.

Back Office Software Services means the Oracle Fusion Cloud Platform services procured by Scottish Ministers from the Contractor under the Contract and which forms the platform for the Available Services to be provided to the Partner Organisation under this MoU.

Commencement Date means 1 October 2024.

Confidential Information means all information which is confidential in nature relating to this MoU including discussions between the Parties, information relating to a Party's or the Contractor's operations, processes, plans or intentions, inventions, copyright, designs, drawings, potential or actual products, production information, formulations, test methods, specifications, projections, documents, know-how and business affairs information given by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) which at the time of disclosure in the case of written information was clearly marked as such and in the case of oral

information was identified by the Disclosing Party as being proprietary or confidential in nature or, in either case, ought reasonably to be considered as confidential or proprietary in the circumstances of the disclosure.

Contractor means **ORACLE CORPORATION UK LIMITED**, a company registered under the Companies Acts in England (company number: 01782505) and having its registered office at Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA.

Contract means the contract entered into between the Scottish Ministers and the Contractor dated 22 April 2022 for the provision of the Back Office Software Services.

Contribution means the charges payable by the Partner Organisation for the delivery of the Available Services by DG Corporate, calculated on a cost recovery basis as set out in Part 4 (*Contribution*) of the Schedule.

Contribution Statement means the quarterly statement detailing any Contribution including VAT.

Corporate Hub means the Corporate Transformation and Workplace Directorate of the Scottish Government.

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the DPA 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) all as amended or updated from time to time, and all guidance and codes of practice issued by the UK Information Commissioner or other relevant regulatory authority as applicable to either Party.

DPA 2018 means the Data Protection Act 2018.

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

Existing Systems means the “e-HR”, “SEAS” and other back-office systems currently provided to the Partner Organisation as part of the Shared Services MoU.

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

Intellectual Property Rights / IPR means any current and future intellectual property rights, including copyright, patents, trademarks, trade names, domain names, trade secrets and know-how, design rights, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights, and all intangible rights of a nature similar, analogous or allied to any of the above, in every case in any part of the world and whether or not registered.

Materials means any hardware, software, specifications, or other technical documentation related to the Available Services that may be provided to the Partner Organisation by DG Corporate.

MoU means this Memorandum of Understanding and the Schedule.

Permitted Entities has the meaning given to it in the Contract.

Schedule means the schedule of 5 parts annexed to and forming part of this MoU.

Services means the Available Services and/or the Back Office Software Services (as the case may be)

Service Catalogue means the current version of DG Corporate’s service catalogue which lists the Human Resources (“HR”) and Finance which may be available to be delivered by DG Corporate to the Partner Organisation via the Available Services as may be updated from time to time.

Service Manager has the meaning set out in Clause 9.1 (*Service Management*).

Shared Services MoU means one or more memorandum of agreement(s) entered into between the Scottish Ministers and the Partner Organisation for the provision by the Scottish Ministers to the Partner Organisation of one or more of the following services: HR, Finance; and/or Procurement / Purchasing.

SPFM means the Scottish Public Finance Manual.

Working Days means any day that is not a Saturday or Sunday, or bank or public holiday in Scotland, on which the banks in Edinburgh are open for business.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

The terms “**controller**”, “**data subject**”, “**processor**”, “**personal data**”, “**personal data breach**”, “**processing**”, and “**appropriate technical and organisational measures**” shall have the meaning given to them in the Data Protection Laws and their cognate terms shall be construed accordingly.

1.2 Interpretation

- 1.2.1 Clause, Schedule, and paragraph headings shall not affect the interpretation of this MoU.
- 1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3 The Schedule forms part of this MoU and shall have effect as if set out in full in the body of this MoU. Any reference to this MoU includes the Schedule.
- 1.2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.2.6 A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.7 A reference to writing or written includes faxes and email.
- 1.2.8 References to clauses are to the clauses of this MoU and references to paragraphs are to paragraphs of the Schedule.
- 1.2.9 A reference to this MoU or to any other agreement or document is a reference to this MoU or such other agreement or document, in each case as varied from time to time.
- 1.2.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and

shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 TERM

- 2.1 This MoU shall commence on the Commencement Date and continue unless and until terminated in accordance with clause 22 (Termination).

3 STATUS AND PURPOSE

- 3.1 Except where expressly stated otherwise, this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. Nonetheless the Parties enter into the MoU intending to honour all their obligations.
- 3.2 Notwithstanding clause 3.1, the following provisions of this MoU shall be legally binding:
- 3.2.1 clause 17 (Confidentiality and Freedom of Information)
- 3.2.2 Annex 2 (Freedom of Information and Environmental Impact Obligations)
- 3.3 Clause 15 (Data Protection) and Part 5 (Data Protection) of the Schedule are intended to give effect to provisions of Article 28(3) UK GDPR that would normally require relations to be governed by a contract (or other binding legal act) in writing. For the purposes of section 209 DPA 2018, and given the status of the Parties, the requirements of Article 28(3) UK GDPR are to be treated as satisfied on the basis that the relations are the subject of this MoU.
- 3.4 The Parties acknowledge and agree that this MoU constitutes a shared services co-operation agreement as defined in Regulation 13(8) of the Public Contracts (Scotland) Regulations 2015 and it is not a contract which requires to be subject to a process of competitive tendering or public notification.
- 3.5 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.
- 3.6 The purpose of this MoU is to set out the Services that DG Corporate will provide to the Partner Organisation and to establish:
- 3.6.1 the principles of collaboration;
- 3.6.2 the governance structures which will be put into place;
and
- 3.6.3 the respective roles and responsibilities of DG Corporate and the Partner Organisation.

4 PARTNER ORGANISATION INFORMATION

- 4.1 Environmental Standards Scotland (ESS) is an independent body established in October 2021 to ensure the effectiveness of environmental law and prevent enforcement gaps arising from the UK leaving the European Union. Environmental Standards Scotland (ESS) has a remit to assess the effectiveness of environmental law in Scotland, and to ensure that public sector organisations are complying with it. ESS is independent from the Scottish Government and replaces the environmental oversight and scrutiny function that was delivered by the European Commission.

5 PRINCIPLES

- 5.1 The Services have been developed and are provided with the objectives of collaboration and openness at their core. Key principles underpinning the way in which DG Corporate and the Partner Organisation should work together during Service delivery include:
- 5.1.1 **Transparency.** Communicate openly about concerns, issues, or opportunities relating to the Services;
 - 5.1.2 **Accountability.** Adopt, discharge and account to each other for performance of respective roles and responsibilities;
 - 5.1.3 **Openness.** Share information, techniques, materials, and work collaboratively to find solutions that meet identified needs, eliminate duplication of effort, mitigate risk, and reduce cost;
 - 5.1.4 **Adherence to Statutory Requirements and Best Practice.** Comply with applicable laws and standards including the Data Protection Laws, FOISA, EIRs, and the SPFM;
 - 5.1.5 **Timeliness.** Recognise the time-critical nature of service delivery and seek to respond accordingly to requests for support; and
 - 5.1.6 **Deployment of Appropriate Resources.** Ensure sufficient and appropriately skilled resources are available and assigned to fulfil the responsibilities set out in the MoU.

6 SCOPE OF AVAILABLE SERVICES

- 6.1 The Available Services to be provided by DG Corporate to the Partner Organisation are described in full in Part 1 (*Available Services*) of the Schedule. The scope of Available Services to the Partner Organisation will be dependent on eligibility as contained at Table 4 of Part 1 (*Available Services - Eligibility*) of the Schedule. DG Corporate will also carry out all associated and appropriate tasks necessary to perform these activities consistent with best practice, a non-exhaustive list of DG Corporate associated tasks is contained at Part 2 (*DG Corporate Associated Tasks*) of the Schedule.
- 6.1.1 For the purposes of Clause 6.1 (Scope of Available Services) the Partner Organisation has opted to receive Offer 1, 4 and 5 as detailed at Table 4 of Part 1 (*Available Services - Eligibility*) of the Schedule
- 6.2 The Parties agree to collaborate openly to ensure an efficient and effective delivery of the Services. The Parties undertake to provide each other with such information and assistance as is reasonably required to enable them to perform their respective roles and responsibilities as set out in this MoU.
- 6.3 It is acknowledged and agreed that the Parties will wish to keep the Available Services under review and at any time during the term of this MoU the Partner Organisation may wish to receive additional Available Services, within scope for their organisation, provided by DG Corporate from the Service Catalogue. DG Corporate may also wish to remove or modify Available Services during the term of this MoU.

- 6.4 If DG Corporate intend to remove or modify any Available Services provided to the Partner Organisation, it shall provide not less than three (3) months written notice to the Partner Organisation detailing the intended change(s) (the "**Available Service Amendment Notice**").
- 6.5 Should the Partner Organisation wish to oppose the proposed change(s) contained within the Available Service Amendment Notice it shall do so by providing the Service Manager with written notice of its objections (the "**Available Service Amendment Objection**") within six (6) weeks of receipt of the Available Service Amendment Notice. For a period of four (4) weeks from DG Corporate's receipt of the Available Service Amendment Objection the Partner Organisation and Service Manager shall attempt to negotiate in good faith a resolution to the disputed changes. Should the Parties fail to reach an agreement, the dispute shall be resolved using the escalation process in accordance with clause 23.3 (Governing Law, Escalation and Dispute Resolution).
- 6.6 Where the Available Services are to be increased, reduced or otherwise modified, this MoU shall be varied in writing to incorporate any such additional services or reduced/modified services as are agreed between the Parties or as determined in accordance with clause 23.3 (Governing Law, Escalation and Dispute Resolution), including any corresponding increase or decrease in the Contribution.

7 ROLES AND RESPONSIBILITIES

- 7.1 It is envisaged that the Services to be provided may vary in value, scope, complexity, and risk. This clause 7 (Roles and Responsibilities) sets out the responsibilities of both Parties that would generally be expected to apply. Where appropriate, the Partner Organisation and DG Corporate will agree any variation to the division of responsibilities as they relate to the specific Services required, and any additional responsibilities.
- 7.2 DG Corporate will be responsible for:
- 7.2.1 providing the Partner Organisation and its Authorised Users with access to the Back Office Software Services and all necessary Materials required to use the Available Services;
 - 7.2.2 providing appropriate resources and skills to fulfil its obligations under this MoU;
 - 7.2.3 using its reasonable endeavours to make the Services available during notified hours of access. DG Corporate shall use best endeavours to restore access as soon as possible following any interruption or suspension of the Services. DG Corporate does not guarantee that the Services will always be available to the Partner Organisation during the notified hours of access. Access may be denied, prevented or interrupted by the Contractor or through circumstance beyond the control of DG Corporate; and
 - 7.2.4 suspending or modifying the Services or for carrying out scheduled or unscheduled maintenance which may negatively affect performance of the Services. Except in case of urgency to protect the security, integrity or stability of the Services, DG Corporate will give the Partner Organisation as much notice of any proposal to suspend or modify the Services as is reasonable in the circumstances.
- 7.3 The Partner Organisation will be responsible for:
- 7.3.1 ensuring that it has adequate, secure, and sufficient equipment to enable it to access and use the Services;

- 7.3.2 ensuring the equipment used to access to the Services is secure;
- 7.3.3 requesting the addition of new Authorised Users by providing DG Corporate not less than fourteen (14) days written notice of its requirements;
- 7.3.4 remaining responsible for the actions of its Authorised Users who must keep any usernames and passwords secure at all times and must not disclose such usernames or passwords to any person unless reasonably required to do so;
- 7.3.5 adhering to, and ensuring that Authorised Users adhere to, the Acceptable Use Policy;
- 7.3.6 ensuring that Authorised Users do not access the Services from personal devices and keep their corporate end-user device security software up to date for the purposes of using the Services;
- 7.3.7 ensuring that Authorised Users do not attempt to exceed their level of granted access on the Services. If Authorised Users require elevated privileges from those assigned, the Partner Organisation will ensure that requests are raised in accordance with agreed protocols;
- 7.3.8 ensuring that roles are updated within seventy-two (72) hours of an individual leaving, or moving role, to remove unauthorised access;
- 7.3.9 informing data protection colleagues as appropriate in the event of a suspected security or data breach and if necessary, informing DG Corporate without delay and provide their full support during any required investigation;
- 7.3.10 giving a fair notice period, of not less than twelve (12) months, should they wish to leave the Services; and
- 7.3.11 nominating a single contact individual responsible for managing the relationship with DG Corporate on behalf of the Partner Organisation. All communication with DG Corporate should come from this contact. The relevant details are as follows:

Head of Corporate Services and Communications

enquiries@environmentalstandards.scot

- 7.4 In order to deliver the Services, the Partner Organisation acknowledges that DG Corporate is reliant on third parties, including the Contractor. In some cases the Contractor does not manage the relationship with those third parties, such as BACS service providers. As such, the Partner Organisation acknowledges that some issues are outwith DG Corporate's control and that may have an impact on users of the Services but DG Corporate will use its reasonable endeavours to minimise such impact.

8 SERVICE GOVERNANCE

- 8.1 The overall governance authority for both Parties will be the signatories to this MoU.
- 8.2 Ultimate responsibility for DG Corporate lies with the Director-General Corporate (the "**Senior Management Team**").

8.3 The relevant contact details for the Senior Management Team are as follows:

8.3.1 Senior Management Team:

Deputy Director, Corporate Hub

5 Atlantic Quay, 150 Broomielaw, Glasgow G2 8LU

corphub.servicemgt@gov.scot

PERFORMANCE

8.4 Service Management

8.4.1 DG Corporate will use its reasonable endeavours to comply with its obligations contained at Part 2 (*DG Corporate Associated Tasks*) of the Schedule and shall do so with reasonable care and skill.

8.5 Service Review Meetings

8.5.1 Once per calendar year, DG Corporate shall invite the Partner Organisation to a service review meeting with the Service Manager at a date, place, and time specified by DG Corporate (which meeting may take place by way of video conference call) where the Parties can discuss ongoing provision of the Services.

8.5.2 The Partner Organisation shall be entitled to request an *ad-hoc* service review meeting by providing reasonable notice to DG Corporate and an appropriate explanation for the need for such meeting. DG Corporate shall, within a reasonable time from the receipt of any such notice, notify the Partner Organisation of a date, place, and time for such *ad-hoc* service review meeting (which meeting may take place by way of video conference call).

9 SERVICE MANAGER

9.1 DG Corporate has appointed a service manager who shall have day-to-day responsibility for the Available Services (the "**Service Manager**").

9.2 The Service Manager shall act as the single point of contact for the Partner Organisation and duties shall include:

9.2.1 Engaging in service review meetings as further described in clause 8.5 (Performance) to understand the Partner Organisation's requirements, drivers, and associated plans that require input and support from DG Corporate;

9.2.2 Engaging with the Partner Organisation regarding the Services and monitoring Partner Organisation satisfaction;

9.2.3 Interpreting and informing the Partner Organisation on any matters that may affect the Services;

9.2.4 Developing action plans with measurable targets and outcomes designed to meet the Partner Organisation's business needs;

9.2.5 Capture and record business feedback on the Services to improve current and future specific business requirements;

- 9.2.6 Communicate and consult on planned initiatives, improvements, works, or other matters relating to the Services;
 - 9.2.7 Delivering performance reports on the Services should such be reasonably requested by the Partner Organisation; and
 - 9.2.8 Managing complaints under the provisions of clause 10 (Issue Management and Complaints).
- 9.3 For the purposes of this MoU, the contact details for the Service Manager are as follows:

5 Atlantic Quay, 150 Broomielaw, Glasgow G2 8LU

corphub.servicemgt@gov.scot

- 9.4 DG Corporate may update or amend the details of its appointed Service Manager from time to time by providing written notice of such to the Partner Organisation.

10 ISSUE MANAGEMENT AND COMPLAINTS

- 10.1 Problems arising (whether technical or otherwise) relating to the Services should be notified promptly to DG Corporate (at the details noted at clause 10.7 (Issue Management and Complaints)) who will action and escalate as required. The Partner Organisation shall not contact the Contractor directly regarding any issues unless DG Corporate has provided prior consent to do so.
- 10.2 DG Corporate shall use its reasonable endeavours to resolve problems reasonably raised by the Partner Organisation promptly or shall reasonably procure the same from the Contractor.
- 10.3 System incidents and failures must be notified to DG Corporate as soon as reasonably practicable following discovery by the Partner Organisation. DG Corporate may dictate the appropriate logging and escalation procedures to the Partner Organisation from time to time to ensure problems are managed and resolved efficiently.
- 10.4 Should the Partner Organisation wish to make a complaint under this MoU it shall be directed to the Service Manager (whose details are contained at clause 9.3 (Performance), and which may be updated or amended from time to time by notification to the Partner Organisation) in the first instance and shall be handled according to DG Corporate's complaints procedure as made available by DG Corporate (and as the same may be updated from time to time) .
- 10.5 The Parties shall attempt to resolve any complaints raised under this clause 10 (Issue Management and Complaints) collaboratively and informally in the first instance.
- 10.6 Should the Partner Organisation remain dissatisfied or fail to agree a resolution with the Service Manager the matter will be escalated to the Senior Management Team (identified at clause 8.3.1 (Service Governance)) who will produce a complaint response report, escalating and actioning within DG Corporate as necessary.
- 10.7 For the purposes of clauses 10.1 to 10.3 (Issue management and Complaints), the relevant DG Corporate contact details are as follows:

corphub.servicemgt@gov.scot

11 BUSINESS CONTINUITY

- 11.1 The Parties shall implement and ensure the regular review and maintenance of a business continuity plan to ensure ongoing delivery of the Services.

12 CONTRIBUTION

- 12.1 Except as otherwise provided in this MoU, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 12.2 Where the Partner Organisation contributed funds for the provision of the Existing Systems under a Shared Services MoU (for example to Scottish Government Finance or Human Resources Departments) (the “**Relevant Departments**”), the Partner Organisation agrees to continue to pay this contribution at the same rate and in the same manner for the Services, unless otherwise agreed with the Relevant Departments / DG Corporate.
- 12.3 The Partner Organisation shall pay the Contribution to DG Corporate on the terms set out in Part 4 (Contribution) of the Schedule and shall do so within thirty (30) days of receipt of a Contribution Statement from DG Corporate.
- 12.4 The Contribution payable by the Partner Organisation to DG Corporate shall be subject to Value Added Tax (“**VAT**”) (more particularly described in the Value Added Tax Act 1994) where applicable or any subsequent taxation with the same or similar purpose as may be updated from time to time which shall be added to the Contribution at the prevailing rate.
- 12.5 DG Corporate will notify the Partner Organisation of any introduction of, or changes to, the Contribution in advance of the annual budget setting for Scottish Government. In the event of any material or fundamental changes to the Contribution DG Corporate shall provide the Partner Organisation with not less than three (3) months’ written notice of the intended change(s) (the “**Change Notice**”).
- 12.6 Should the Partner Organisation wish to oppose any of the proposed change(s) contained within the Change Notice, it shall do so by providing the Service Manager with written notice of its objections (the “**Objection Notice**”) within six (6) weeks of receipt of the Change Notice. For a period of four (4) weeks from DG Corporate’s receipt of the Objection Notice the Partner Organisation and Service Manager shall attempt to negotiate in good faith a resolution to the disputed changes. Should the Parties fail to reach an agreement, the dispute shall be resolved using the escalation process in accordance with clause 23.3 (Governing Law, Escalation and Dispute Resolution).
- 12.7 Both Parties shall be liable for their own losses and/or liabilities that may arise out of this MoU and confirm that neither Party shall be liable for the losses or liabilities of the other, howsoever and whensoever arising.

13 THE CONTRACTOR AND LICENSING

- 13.1 The Partner Organisation acknowledges that DG Corporate will provide the Back Office Software Services through the Contractor. The Partner Organisation acknowledges that its use of the services is subject to the terms of the Order Form and the applicable Oracle terms. The Partner Organisation shall comply with all relevant terms of the Contract, a copy of which will be made available to the Partner Organisation upon written request. Responsibility for managing the Contract lies with DG Corporate and the Partner Organisation shall not directly contact or engage with the Contractor without the prior written consent of DG Corporate.
- 13.2 The Partner Organisation may be required to enter into a licence agreement directly with the Contractor for use of the systems underpinning the Back Office Software

Services (for example infrastructure or hosting). Where such licence is requested by the Contractor, DG Corporate shall inform the Partner Organisation of the Contractor's requirements and provide the Partner Organisation with a copy of any such licence agreement. Any queries regarding such licence agreement shall be directed towards DG Corporate who shall action accordingly or escalate to the Contractor and facilitate a discussion between the Partner Organisation and the Contractor (if required).

14 COMPLIANCE

14.1 The Parties, including their employees, representatives, agents, contractors and any other associated individuals must comply with all statutory requirements, applicable laws, and Scottish Government policies as they apply to the Services delivered under this MoU.

15 DATA PROTECTION

Ownership of Data

15.1 Ownership of, and responsibility for, the Partnership Organisation's data (including personal data) held by DG Corporate and/or the Contractor in connection with this MoU will always remain with the Partnership Organisation. DG Corporate will, and shall ensure that the Contractor will, act only in accordance with the Partner Organisation's instructions in all matters relating to data, including transfer and deletion.

Loss of Data

15.2 The Parties shall inform each other, using agreed contacts per clauses 15.5 and 15.6 (Data Protection) without delay (and in any event within 24 hours) upon discovering any data loss, including but not limited to a personal data breach.

Data Protection

15.3 Both Parties will comply with all applicable requirements of the Data Protection Laws. This clause 15 (Data Protection) is in addition to, and does not relieve, remove, or replace, a Party's obligations or rights under the Data Protection Laws.

15.4 Each Party will provide the other with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.

15.5 For the purposes of clause 15.4 (Data Protection), the relevant DG Corporate contact details are as follows:

- (a) Information Assurance and Protection Branch – dpa@gov.scot
- (b) Corporate Hub Service Management Team – corphub.servicemgt@gov.scot

15.6 For the purposes of clause 15.4 (Data Protection), the relevant Partner Organisation contact details are as follows:

- (a) FAO: Business and Finance Manager
enquiries@environmentalstandards.scot
- (b) 0808 1964000

15.7 The Parties shall carry out data protection impact assessments as appropriate, and necessary, in relation to this MoU. These assessments shall be reviewed annually.

15.8 The Parties shall comply with the terms of Part 5 (Data Protection) of the Schedule.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 The Services and Materials provided by DG Corporate, and all copies thereof, are the sole property of DG Corporate and its licensors. All applicable Intellectual Property Rights in or associated with the Services and Materials are and will remain vested, as between the Parties, in DG Corporate and its licensors and the Partner Organisation shall have no Intellectual Property Rights in the Available Services and Materials.

16.2 The Partner Organisation shall not reverse engineer, alter, modify, disassemble, or decompile the Available Services, the Back Office Software Services, or any part thereof, or create derivative works of the Available Services or Back Office Software Services, or make copies of or reproduce the Available Services, the Back Office Software Services, or Materials except as reasonably needed to perform the Partner Organisation's obligations under this MoU.

17 CONFIDENTIALITY AND FREEDOM OF INFORMATION

17.1 Subject to the terms of this clause 17, applicable statutory provisions and government standards, the Parties will keep all Confidential Information confidential, ensuring that safeguards are in place to protect information.

17.2 Employees, representatives, agents and contractors of each Party will be expected to observe codes of conduct, particularly those aspects relating to confidentiality, conflicts of interest and privacy. These requirements will be set out in contracts of employment or service, as appropriate.

17.3 Confidential Information will not be used or disclosed to third parties except:

17.3.1 for the performance of the Services and the purposes stated in this MoU;

17.3.2 for the purpose of clause 17.3.1 (Confidentiality and Freedom of Information);

17.3.3 invocation of 'Break Glass Support'¹, providing the Contractor temporary access to resources to assist in resolving issues or troubleshooting;

17.3.4 for audit and monitoring purposes relating to the use of public money as may be required by Audit Scotland, the Scottish Parliament or the Accounts Committee;

17.3.5 where otherwise required by law or judicial decree; or

17.3.6 where written consent is received from the other Party.

17.4 The Parties acknowledge that they are both subject to the requirements of FOISA and EIRs and each shall co-operate in good faith to provide reasonable assistance and co-operation to the other Party to comply with their obligations under FOISA and EIRs.

17.5 The Parties acknowledge that each may be required to disclose Confidential Information (including the terms of this MoU and the Parties' agreement to such) in fulfilment of their obligations under FOISA and EIRs. The Parties will co-operate to the fullest extent permissible by law to protect Confidential Information, however, acknowledge nonetheless that Confidential Information may require to be disclosed under FOISA and EIRs.

¹ [Break Glass Support for Environments \(oracle.com\)](https://www.oracle.com/uk/industry/break-glass-support/)

- 17.6 Neither Party shall be liable to the other for any losses, costs, damages, or liabilities otherwise howsoever and whensoever arising out of the Parties' obligations under FOISA and EIRs.
- 17.7 The Parties each acknowledge that, where either Party receives a request for information it holds under FOISA or EIRs, that Party is responsible for determining in its absolute discretion whether such information is exempt under FOISA or EIRs and may disclose such information which it considers not to be exempt.
- 17.8 Notwithstanding the position detailed at clause 17.7 (Freedom of Information), the Parties agree that if either Party receives a request under FOISA or EIRs for information relating to this MoU and/or the Available Services, the Party receiving the request will notify the other Party of the request as soon as reasonably practicable after receipt thereof and will allow the other Party a period of five (5) Working Days² to make representations which include details of any exemption which that Party believes may apply under FOISA or EIRs as appropriate.

18 CHANGE CONTROL

- 18.1 This MoU will be kept under review and updated by agreement between the Parties from time to time. Potential updates to the Available Services fall into a number of categories as detailed at Table 4 of Part 1 (*Available Services - Eligibility*) of the Schedule.

Changes

- 18.2 Through discussion and agreement between the Parties, changes can be made to the Available Services to include services identified in the Service Catalogue or remove Available Services no longer required by the Partner Organisation. Where Available Services are added or removed under the terms of this clause 18.2 (Change Control), the Parties shall use reasonable endeavours to update and agree the relevant changes to Part 1 (Available Services) of the Schedule.

Service Request

- 18.3 From time to time the Partner Organisation may request that DG Corporate provide *ad-hoc* additional support or deliver a service request that is not within the scope of the agreed Services provided that the provision of such additional support or delivery of a service request shall be subject to the consent of DG Corporate (or, where DG Corporate cannot provide such services, reasonably procure the same from the Contractor).

Periodic Review

- 18.4 This MoU shall be reviewed by the Parties not less than once per calendar year to ensure it remains appropriate for its intended purposes and the requirements it places on the wider organisation(s).

Service Development

- 18.5 The Services are intended to develop and change over time and the Parties shall work collaboratively as the portfolio of Available Services or Service Catalogue evolves.
- 18.6 The change control process to be followed will be dependent on the nature of the request. Changes can be requested via the Service Manager who will explain the process to be followed and provide details of any associated contributions.

² [Annex 2](#)

18.7 Requests for additional services should be submitted to the Service Manager who will set out the appropriate change control process to be followed. Such requests can cover requests for enhancements or additional services along with requests for increased support during busy periods.

18.8 Should the Partner Organisation wish to request a change under this MoU it shall do so by providing DG Corporate not less than eight (8) weeks' prior written notice. A request made by the Partner for a change requires to be approved by DG Corporate.

19 VARIATION

19.1 This MoU may only be varied by the written agreement of the Parties.

20 ASSIGNATION

20.1 The Partner Organisation may not assign or sub-contract its obligations under this MoU in whole or in part without the written consent of DG Corporate (such consent shall not be unreasonably withheld or delayed).

21 TERMINATION OF EXISTING AGREEMENTS

21.1 Any existing agreements or memorandums of understanding between the Parties relating to the Services, Existing Systems, "**HR Shared Services**", or "**HR Operational Services**" (whether written or oral) and whether or not entered into with DG Corporate, the "**Scottish Government HR Shared Services ("HRSS")**", or the "**Scottish Government People Directorate ("SGPD")**" (the "**Existing MoUs**") but excluding any Shared Services MoUs shall terminate with immediate effect on the Commencement Date.

21.2 Subject to clause 21.3 (Termination of Existing Agreements), the Parties acknowledge that their signature to this MoU constitutes their consent and agreement to terminate any Existing MoUs (dispensing with any required notice period contained within such Existing MoUs) and that from the Commencement Date the provisions of this MoU shall govern the relationship and neither Party shall be entitled to rely on the terms of any Existing MoUs.

21.3 Notwithstanding the provisions of this clause 21 (Termination of Existing Agreements), the Partner Organisation shall make good any outstanding contributions, fees, charges, levies, costs, or payments otherwise due and payable under the Existing MoUs up to the Commencement Date.

22 TERMINATION

22.1 Either Party may terminate this MoU by giving not less than twelve (12) months' written notice to the other Party at any time.

22.2 This MoU may also be terminated immediately by the mutual written agreement of the Parties.

22.3 DG Corporate shall be entitled to terminate this MoU with immediate effect on giving written notice to the Partner Organisation if the Contract is terminated or expires.

22.4 On termination of this MoU the Partner Organisation shall immediately cease using the Services and (in any event not more than fourteen (14) days from the date of termination) pay to DG Corporate any Contribution due including, for the avoidance of doubt, any Contribution due for the period from the date notice is served in accordance with clause 22.1, clause 22.2 or clause 22.3 (Termination) until the date of termination.

22.5 If the Partner Organisation moves services to an alternative service provider, it will be required to cover any DG Corporate costs incurred in withdrawing the Services which

shall be calculated reasonably in accordance with the SPFM principles. Under the Scottish Government's shared services principles, DG Corporate does not make a profit and only passes on actual costs incurred. This measure is intended to cover any costs incurred in working with any new suppliers to ensure a smooth transition for the Partner Organisation.

- 22.6 If DG Corporate terminates this MoU it will engage with the Partner Organisation to ensure a smooth transition to protect the Partner Organisation's corporate functions, and to minimise any exit/transition costs that might arise and how those costs are dealt with, consistent with the principles of the SPFM.

23 **GOVERNING LAW, ESCALATION, AND DISPUTE RESOLUTION**

- 23.1 This MoU and its terms shall be construed under and governed by the laws of Scotland.
- 23.2 The Parties acknowledge that due to the status of this MoU more fully detailed at clause 3.1 (Status and Purpose) neither Party shall be entitled to refer disputes under this MoU to any binding alternative dispute resolution mechanism or court.
- 23.3 If either Party has any issues, concerns, complaints, or disputes regarding the Services or any matter arising out of this MoU, that Party shall notify the other Party in writing and the Parties shall then seek to resolve the issue in good faith by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Deputy Director of DG Corporate and a senior officer of the Partner Organisation, and thereafter (if deemed necessary by either Party) to the Director-General Corporate and the Partner Organisation’s Chief Executive (or equivalent), who will decide on the appropriate course of action to take and whose decision shall be final.

SIGNED for and on behalf of **THE SCOTTISH MINISTERS ACTING THROUGH THE DIRECTOR-GENERAL CORPORATE OF THE SCOTTISH GOVERNMENT** by Lesley Fraser, Director General, at Edinburgh on 1 November 2024

.....
Signature

SIGNED for and on behalf of the **ENVIRONMENTAL STANDARDS SCOTLAND** by Rebecca Peppiette, Head of Corporate Services and Communications on behalf of Mark Roberts, Chief Executive at Edinburgh on 30 October 2024

.....
Signature

**This is the schedule referred to in the foregoing Memorandum of Understanding
between THE SCOTTISH MINISTERS ACTING THROUGH THE DIRECTOR-GENERAL
CORPORATE OF THE SCOTTISH GOVERNMENT and ENVIRONMENTAL STANDARDS
SCOTLAND**

SCHEDULE

**PART 1
AVAILABLE SERVICES**

Financial Management

1. The services provided to customers can be outlined as follows:

Service Name	Service Description
Financial Operations	Services that may be provided: <ul style="list-style-type: none"> • Accounts Payable • Vendor Management • VAT & CIS advice
Financial Operations - Treasury & Banking	Services that may be provided: <ul style="list-style-type: none"> • Cash Management • Debt Management • Accounts Receivable – receipt processing • Banking
Risk Control and Assurance (Functions support Oracle in terms of the implementation and compliance with Global Design principles and financial management compliance and assurance.)	Additional advisory services that may be provided: <ul style="list-style-type: none"> • Accountancy Services • Governance & Accountability • Grants, Capability & Assurance • Risk Management policy • Policy, Process & Standards • Control and Assurance • Data and Analytics
Corporate reporting & financial management	Services that may be provided: <ul style="list-style-type: none"> • Chart of Accounts amendment consideration • Ledger management advice • Advice on annual accounts and non- current assets for SG accounts consolidated bodies • Base functionality and reporting advice on EPM and ERP (nb. for more advanced issues these would require to be managed by Hub/itecs/digital)
Finance Business Partnering	Services that may be provided: <ul style="list-style-type: none"> • Strategic financial advice and support • Support with corporate financial exercises such as budget and spending reviews and efficiency exercises. • Support on value for money principals.

HUMAN RESOURCES (“HR”)

2. The services provided to the Partner Organisation can be outlined as follows:

Service Name	Service Description
Attraction & Resourcing	<p>Attracts, acquires and deploys the right skills and experience to fill strategic resourcing and capability gaps. Services that may be provided:</p> <ul style="list-style-type: none"> • Resourcing policy & strategy • Resourcing & onboarding delivery
Capability & Talent	<p>Focuses on building organisational, professional and individual capability as well as developing future talent through early talent and senior leadership development and succession. Services that may be provided:</p> <ul style="list-style-type: none"> • Learning • Talent • Professions
Employee Deal	<p>Develops the total reward proposition and delivers end to end services across reward strategy, policy, trade union engagement, delivery and processing of payments. Services that may be provided:</p> <ul style="list-style-type: none"> • Pay & Reward policy and strategy • Benefits • Pay administration • Payroll processing • Expenses management • Pension administration • Employee Relations
Employee Experience	<p>Creates an employee offer and HR policies that enable a positive and supportive employee experience and working environment where people can perform at their best. Services that may be provided:</p> <ul style="list-style-type: none"> • HR policy development & maintenance (performance, conduct, wellbeing & accessibility, propriety) • HR practice & early intervention (performance, conduct, wellbeing & accessibility, propriety)
Organisational Design & Development	<p>Defines overall people and workforce strategy for in scope organisations. Facilitates people change management and the implementation of new HR solutions. Generates analysis and insight from people MI.</p> <p>Services that may be provided:</p> <ul style="list-style-type: none"> • People insights & analytics
Managing HR Service	<p>Range of activities to support service delivery and employer responsibilities. Services provided:</p> <ul style="list-style-type: none"> • Statutory reporting and compliance (FOIs, SARS, Audits etc) • Resolution of HR enquires via digital triage (HR Online) • Produce & maintain HR guidance

PURCHASING

3 The services provided to customers can be outlined as follows:

Service Name	Service Description
Contract Purchase Agreements and Smart Forms	<p>Services that may be provided include:</p> <ul style="list-style-type: none"> • Input and Management of Contract Purchasing Agreements and Smart forms for goods, services or works and Grants

ELIGIBILITY

4. The level of service offering available to the Partner Organisation will depend upon the following eligibility criteria.

	Service Level	Eligibility	Available Service
Offer 1	Finance Full Service	All Public Bodies	Accounts Payable, Vendor Management, VAT & CIS, Cash Management & Banking
Offer 2	Finance Full Service less elements of casework	All Public Bodies	As above, but partner organisation will manage elements of their own system processing
Offer 3	System Access Only	All Public Bodies	As above, but partner organisation will manage all elements of their own system processing
Offer 4	Additional Services	All Public Bodies	Remaining services within the Financial Management Service Catalogue – as currently received
Offer 5	Purchasing Service	All Public Bodies	Contract Purchasing Agreements and Smart Forms
Offer 6	HR Full Service	Employs Civil Servants	The HR Services as listed in Schedule Part 1 (Available Services)
Offer 7	HR Full Service less casework	Employs Civil Servants	The HR Services as listed in Schedule Part 1 (Available Services), but partner organisation will not receive the full Employee Experience Survey, will manage their own HR practice & early intervention (case management) and associated Managing HR service activities connected to HR practice & early intervention.
Offer 8	HR Partial Service	All Public Bodies	As Offer 6, but excluding Attraction & Resourcing and Capability & Talent
Offer 9	HR Payroll Only	All Public Bodies	Payroll and Pension Administration Service only

IMPORTANT: The Partner Organisation may not receive all elements of the current Service offering. If further services are requested, they will be considered on a case-by-case basis using the Change Control process as outlined in Clause 18.3 (Change Control).

A detailed list of Service provision for the Partner Organisation is recorded and maintained centrally by DG Corporate.

Changes to the Available Services

Pursuant to clause 18 (Change Control), where additional Services are procured by the Partner Organisation from DG Corporate under the provisions of this MoU during the term, the Parties shall use reasonable endeavours to update this Part 1 (*Available Services*) of the Schedule to accurately reflect the Available Services at any given time.

PART 2 DG CORPORATE ASSOCIATED TASKS

In providing the Services under the MoU, DG Corporate shall undertake the following associated tasks (which is not intended be exclusive and may be subject to changes, amendments, or updates from time to time).

1. SERVICE MANAGEMENT

- 1.1 Defining, negotiating, monitoring, and managing service levels to ensure that agreed upon Services are met.

2. CUSTOMER MANAGEMENT

- 2.1 The implementation of strategies and practices to effectively handle interactions, address inquiries, and meet the needs of DG Corporate customers throughout their lifecycle. With the aim of effectively understanding and engaging DG Corporate customers by delivering exceptional experiences, meeting their needs, and building long-term relationships.

3. DATA MANAGEMENT

- 3.1 Data management is the collection, organisation, storage, and governance of data to ensure its accuracy, security, availability, and usability for various purposes, but not limited to, decision-making, operations, and compliance. With the aim of ensuring the effective and efficient handling of data throughout its lifecycle, including its collection, storage, organisation, and governance, to support reliable decision-making, operational efficiency, and regulatory compliance.

4. STRATEGIC DATA AND REPORTING

- 4.1 The use of data-driven insights and comprehensive reporting techniques to inform and guide strategic decision-making, enabling alignment to DG Corporate's actions and goals with a long-term vision. With the aim of empowering DG Corporate with actionable insights derived from data analysis, enabling informed decision-making, effective resource allocation, and the achievement of strategic objectives.

5. REPORTING AND ANALYTICS

- 5.1 Gathering, analysing, and interpreting data to generate meaningful insights and deliver actionable information that aids decision-making and performance evaluation. With the aim of providing meaningful and actionable insights by analysing data, facilitating informed decision-making, and driving performance improvements.

6. PARTNER ORGANISATION MANAGEMENT AND SATISFACTION REPORTING

- 6.1 DG Corporate shall monitor and report its performance based on the following metrics:
- 6.1.1 Overall Partner Organisation satisfaction received from Partner Organisation feedback;
- 6.1.2 Ensuring the Services remain available and reliable by using its reasonable endeavours to ensure that the Back Office Software Services are available to the Partner Organisation not less than 99% of the time, excluding any planned downtime, such as the contracted quarterly updates, (notwithstanding any unforeseen factors or Contractor actions that may affect DG Corporate's ability to deliver on such target availability). Where the Back Office Software Services become unavailable DG Corporate shall provide reasonable updates to the Partner Organisation keeping them informed on the reason for the availability issues, intended or actual resolutions, and an indicative timeline for restoration of the Back Office Software Services (such timeline shall be indicative only and not binding upon DG Corporate and may be subject to change at short notice).

7. **COST MANAGEMENT**

- 7.1 DG Corporate shall monitor and report on reducing the overall IT expenses for the Scottish Government, in relation to the Contract, by comparison of the Scottish Government's costs for Existing Systems against projected or actual (when available) costs to Scottish Government of the Available Services made available through the Back Office Software Services.

PART 3 ACCEPTABLE USE POLICY

1. Purpose

This Acceptable Use Policy is to align with the Memorandum of Understanding ("MoU") in respect of Available Services, to ensure acceptable use of Available Services between DG Corporate and its customers (Partner Organisations).

2. Scope

The Acceptable Use Policy relates to Available Services as detailed in Part 1 (*Available Services*) of the Schedule of the MoU and is in addition to the Civil Service Code³, and the Contractor's own Acceptable Use Policy⁴, to which Partner Organisations and Authorised Users must adhere. The Acceptable Use Policy is applicable to all Partner Organisations, Authorised Users, and providers, of Available Services and related systems. Failure to comply with the Acceptable Use Policy may result in disciplinary procedures for an individual, or termination of the MoU for the Partner Organisation.

3. Objective

To establish the roles and responsibilities of parties to the MoU in relation to Available Services provided, and to prevent misuse of Available Services, which may lead to:

- Breaches in relevant laws and regulations, as detailed in the MoU and supporting Data Protection Policy or Privacy Notice
- Reputational damage
- Delays or breaks in Service
- Additional costs that do not represent Value for Money

4. Principles

It is understood that upon entering into the MoU, the Partner Organisation shall, and shall ensure that its Authorised Users shall, act in accordance with the Civil Service Code, the Contractor's Acceptable Use Policy and the principles laid down in clause 5 (Principles) of the MoU.

In addition, the Partner Organisation shall, and shall ensure that its Authorised Users shall,:

- Abide by this Acceptable Use Policy
- Use and provide services for their intended purpose only
- Use software for its intended purpose only
- Take actions for which they are responsible, in reasonable time, and in line with guidance and agreed processes, to maintain a functioning service
- Abide by applicable laws and regulations referred to or otherwise applicable by virtue of the MoU and supporting Privacy Notices
- Immediately report any improper use to the Service Manager, as noted in clause 9.3.3 (Issue Management and Complaints) of the MoU

AND

The Partner Organisation shall not, and shall ensure that its Authorised Users shall not:

- Access Available Services from personal devices
- Permit other individuals to use their credentials
- Request, or assign, access that is not appropriate to their job role/profile
- Use the services or related systems for any illegal or improper activity
- Attempt misuse or manipulation of the software

³ [Civil Service Code - gov.scot \(www.gov.scot\)](http://www.gov.scot)

⁴ [Section 1.3 - Oracle Cloud Service Agreement](#)

- Access personal data for any person without business justification

4A. IT Management and Conduct

Subject to the below paragraph, the Partner Organisation shall, and shall ensure that the Authorised Users shall, at all times when using the Available Services, adhere to the Partner Organisation's IT policies, procedures, notices, and standards (the "**Partner Organisation's IT Policies**") to the extent applicable to the Authorised Users' use of the Available Services.

Notwithstanding the terms of the paragraph above, to the extent that the Partner Organisation's IT Policies contravene, contradict, or conflict with (a) the Scottish Government's IT Code of Conduct⁵; and/or (b) this Acceptable Use Policy, the terms of the Scottish Government's IT Code of Conduct and/or this Acceptable Use Policy shall take precedence and must be followed by the Partner Organisation and Authorised Users.

DG Corporate acknowledge that the use of Authorised Users' personal devices may be required for multi-factor authentication purposes to permit access to the Available Services. To the extent that personal devices are reasonably required to permit Authorised User's access to the Available Services, the Partner Organisation shall ensure that Authorised Users shall:

- use personal devices only as reasonably required for multi-factor authentication purposes;
- use only multi-factor authentication applications / programmes approved by the Partner Organisation's IT Policies, failing which approved by the Scottish Government's IT Code of Conduct;
- not access, attempt to access, or permit/facilitate access to, the Available Services and/or the Back Office Software Services via any personal device(s) (regardless of Authorised User status); and
- not store, capture, obtain, collect or otherwise access, or attempt to store, capture, obtain, collect or otherwise access, or otherwise permit the storage, capture, obtaining, collection, or access of data (including personal data) on personal device(s) from, or contained within, the Available Services and/or the Back Office Software Services (regardless of Authorised User status).

Where an Authorised User is found to have breached, or assisted others in breaching, points 3 and/or 4, above, as soon as possible following discovery the Partner Organisation shall:

- take all steps required to ensure that the Authorised User's personal device access to the Available Services, Back Office Software Services, and related systems is removed, revoked, suspended, and/or otherwise blocked and all data is securely deleted and completely removed from any such personal device; and
- revoke the relevant individual's rights of access to the Available Services and/or the Back Office Software Services and associated systems and ensure such rights are not reinstated for the term of the MoU.

Any unauthorised access to personal data by individuals using personal devices in contravention of this Acceptable Use Policy may be regarded as a personal data breach. As soon as possible following either Party's discovery of any personal data on personal devices related to, or obtained from, the Available Services and/or the Back Office Software Services, the Parties shall undertake a risk assessment to identify the extent of any personal data breach and, if a personal data breach has occurred, manage the personal data breach in accordance with the appropriate provisions of the MoU.

⁵ Available from DG Corporate upon request by the Partner Organisation

5. Duration

This Acceptable Use Policy will take effect from the coming into force of the MoU and continue until termination of the MoU.

6. Policy Owner

This Acceptable Use Policy is owned by DG Corporate and maintained by the Service Management Team.

7. Authority

This Acceptable Use Policy is authorised by the Deputy Director of the Corporate Hub.

8. Changes to the Acceptable Use Policy

Updates to this Acceptable Use Policy may be made at any time at the discretion of the Service Management Team, and with appropriate authorisation as per section 7 of this Acceptable Use Policy. Any requests for change to the Acceptable Use Policy should be made via the Service Manager, as noted in clause 9.3 (Issue Management and Complaints) of the MoU. A request for change is not a guarantee. Change requests will follow due process for consideration and approval.

**PART 4
CONTRIBUTION**

1. **No current charge for services.**

**PART 5
DATA PROTECTION**

1. The Parties each acknowledge that personal data shall be processed in connection with their obligations under this MoU and in the delivery of the Services. For the purposes of any such processing, the Parties agree that the Partner Organisation shall be regarded as the controller and DG Corporate shall be regarded as the processor.
2. Annex 1 of this Part 5 (Data Protection) of the Schedule sets out the scope, nature, and purpose of the processing by DG Corporate, the duration of the processing, the types of personal data, and the categories of data subject.
3. DG Corporate shall, in relation to any personal data processed on behalf of the Partner Organisation in connection with the delivery of the Services:
 - (a) process personal data only on the documented written instructions of the Partner Organisation;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - (d) not transfer any personal data outside of the UK without the prior consent the Partner Organisation;
 - (e) assist the Partner Organisation in responding to any request from a data subject and assist the Partner Organisation in ensuring compliance with the Partner Organisation's obligations under the Data Protection Laws with respect to security, data breach notifications, data protection impact assessments and consultations with the Information Commissioner's Office, taking into account the nature of the processing and the information available to DG Corporate;
 - (f) at the direction of the Partner Organisation, delete or return personal data and copies thereof to the Partner Organisation except and to the extent that DG Corporate is required to retain personal data in accordance with any statutory or regulatory retention periods applicable to them; and
 - (g) maintain accurate records and information to demonstrate its compliance with this MoU and allow the Partner Organisation (or an auditor properly appointed by the Partner Organisation) access to such records and information as reasonably required to demonstrate DG Corporate's compliance with this Part 5 of the Schedule and the Data Protection Laws.
4. The Partner Organisation authorises and consents to bodies identified at paragraph 7 at Annex 1 of this Part 5 (*Data Protection*) of the Schedule acting as a sub-processor ("**Approved Sub-Processors**") who may process Partner Organisation personal data on behalf of and as appointed by DG Corporate under the terms of any existing agreements agreed between DG Corporate and the Approved Sub-Processors. DG Corporate shall have the right to appoint, replace, or remove (as the case may be) Approved Sub-Processors (or permit Approved Sub-Processors to appoint, replace, or remove sub-sub-processors in accordance with the relevant agreements with the Approved Sub-Processors) and shall inform the Partner Organisation of any intended changes concerning the addition, replacement, or removal of Approved Sub-Processors, thereby giving the Partner Organisation the opportunity to object to such changes.
5. DG Corporate shall ensure that the Approved Sub-Processors, and any other sub-sub-processors, are bound by data protection obligations that are the same as, or where imposing the same obligations are not reasonably possible terms that are no less onerous than, those

imposed in this MoU and shall provide sufficient guarantees on the Approved Sub-Processor's implementation of appropriate technical and organisational measures.

6. DG Corporate shall remain liable to the Partner Organisation for the actions of the Approved Sub-Processors, as sub-processor, and any other sub-sub-processors.

Annex 1
Required by Article 28(3) of UK GDPR

1. SUBJECT MATTER OF THE PROCESSING

1.1 Performance of the MoU and the Parties' obligations.

2. DURATION OF PROCESSING

2.1 The term of the MoU, as identified at clause 2.1, and in accordance with the Scottish Government's relevant data retention policies / procedures (available upon request by the Partner Organisation).

3. NATURE AND PURPOSE OF PROCESSING

3.1 Nature of Processing:

3.1.1 Collection, recording, organisation, structuring, storage (including hosting), analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).

3.2 DG Corporate may, in the performance of its obligations under the MoU, process personal data, and/or engage Approved Sub-Processors (and/or sub-sub-processors) to process personal data by automated means.

3.3 Purpose of Processing:

3.3.1 Data Processor:

(a) For the purposes outlined in the MoU, namely, to enable DG Corporate to provide the Available Services to the Partner Organisation. In order for the Partner Organisation to use the Available Services, DG Corporate require to have access to, and process, the personal data of the data subjects.

3.3.2 Approved Sub-Processor / sub-sub processors:

(a) For the purposes of clauses 9.1.2 (Partner Organisation Management and Satisfaction Reporting) and 17.3.1 (Confidentiality and Freedom of Information) the Contractor may be provided temporary access to resources to assist in resolving issues or troubleshooting, in line with the Contract – otherwise named 'Break Glass Support.'

(b) To undertake automated processing of personal data in accordance with paragraph 3.2 of this Annex 1 to Part 5 (*Data Protection*) of the Schedule.

(c) To facilitate support services to the Parties providing swift resolution of issues arising from, or related to, the Services and allow for the smooth management of obligations contained within the MoU.

4. TYPES OF PERSONAL DATA INVOLVED

4.1 Personal Data

4.1.1 Forenames; surnames; payroll reference numbers; email addresses; job titles; locations; work addresses; phone numbers; cost centres; grades; workplace benefit details (including salary sacrifice schemes); or other such categories as may be specified by the Partner Organisation from time to time.

4.2 Special Category Data

4.2.1 No special category data will be shared.

5. CATEGORIES OF DATA SUBJECT

5.1 Employees; managers; agents; contractors; workforce; supplier personnel; system users; system administrators; vendor personnel; or other such categories of data subject as may be specified by the Partner Organisation from time to time.

6. PARTIES' OBLIGATIONS AND RIGHTS

6.1 Set out forthwith in this MoU.

7. SUB-PROCESSORS AS AT THE COMMENCEMENT DATE

7.1 **ORACLE CORPORATION UK LIMITED**, a company registered under the Companies Acts in England (company number: 01782505) and having its registered office at Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA.

7.2 **BLUE PRISM LIMITED**, a company registered under the Companies Acts in England (company number: 04260035) and having its registered office at 2 Cinnamon Park Crab Lane, Fearnhead, Warrington, England, WA2 0XP

7.3 **UIPATH UK LIMITED**, a company registered under the Companies Acts in England (company number: 09932290) and having its registered office at Uipath 6th Floor, Wework, 10 York Road, London, United Kingdom, SE1 7ND

7.4 **PAYGATE SOLUTIONS LIMITED**, a company registered under the Companies Acts in England (company number: 03206476) and having its registered office at Gladstone House, Hithercroft Road, Wallingford, Oxfordshire OX10 9BT

Annex 2**Freedom of Information and Environmental Impact Obligations**

1. The Parties agree that the notice period outlined in Clause 17.8 (Freedom of Information) shall not supersede the Statutory Obligation (Section 10, Freedom of Information (Scotland) Act 2002)⁶ or the ministerial code of practice (Section 7, Scottish Ministers' Code of Practice on the Discharge of Functions by Scottish Public Authorities)⁷. Where circumstances do not allow for a five (5) Working Day notice period, the below clause shall take effect.
 - 1.1. Notwithstanding the position detailed at clause 17.7 (Freedom of Information), the Parties agree that if either Party receives a request under FOISA or EIRs for information relating to the MoU and/or the Available Services, the Party receiving the request will notify the other Party of the request as soon as reasonably practicable after receipt thereof and, if appropriate, will invite the other Party to make representations which include details of any exemption which that Party believes may apply under FOISA or EIRs as appropriate.

⁶ [Freedom of Information \(Scotland\) Act 2002 \(legislation.gov.uk\)](http://legislation.gov.uk)

⁷ [Code of Practice under section 60 of FOISA \(www.gov.scot\)](http://www.gov.scot)