

## 1. Preamble

The following terms and conditions (the "Legal Terms") apply to the use of the Catalogue Collaborative Management System (CCM) [http\(s\)://scot-ccm.eurodyn.com](http(s)://scot-ccm.eurodyn.com) (the "Service(s)") and to any other correspondence exchanged with this System.

This agreement is between you and the Scottish Ministers (SM), also representing and enclosing all Buying Organisations within Scotland. The term "Terms of Use", "Terms and Conditions (T&Cs)" and "Legal Terms" are used interchangeably in the current document and have exactly the same meaning, i.e. the full set of terms defined in the document.

Your use of the CCM System constitutes acceptance of the following Terms and Conditions. If you do not agree to these Terms and Conditions do not use the System.

## 2. General Terms of Use

- 1) Prohibited actions for unlawful or improper purpose.
  - a) You may not:
    - i) use the System in any way which may infringe the rights of the SM or/any third party;
    - ii) post, transmit or disseminate any information on or via the System which is obscene, defamatory or in any other way unlawful;
    - iii) obtain or attempt to obtain unauthorised access to the System or do anything to interfere with the functionality of the System;
    - iv) alter, deface or interfere with the System in any way;
    - v) attempt to copy, sell, lease, rent, sub-license or grant any rights in any part of the System;
    - vi) post any information for which you do not hold the necessary licenses;
    - vii) post any material which could be technically harmful to the System.
  - b) You may not use the Services and may not accept the Terms of Use if:
    - i) you are not of legal age to form a binding contract with the SM, or
    - ii) you are a person barred from receiving the Services under the domestic laws or other countries laws including the country in which you are resident or from which you use the Services.
  - c) The SM will fully co-operate with the law enforcement authorities and may disclose personal data relating to you where there has been a breach of the aforementioned terms
- 2) Conditions for the use of the Service:
  - a) SM provides the information and guidance on the System for the purposes detailed on the relevant page of the System.
  - b) You are permitted to view, print and download information from the System, provided that you comply with these terms and conditions. For this purpose it may be reproduced without charge or further permission from the SM provided that, the reproduced materials are true copies of the originals and that SM is identified as the source. The reproduced materials shall not in any way be represented as an official version, nor as having been produced in affiliation with or with the endorsement of the SM.

- c) You are not permitted to:
    - i) alter or modify the documents or graphics, except as permitted in any accompanying guidance to the documents;
    - ii) delete text from graphics, except where permitted explicitly by your user account access rights;
    - iii) use any logos or trade marks not belonging to you.
  - d) You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Services or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Services or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services. The SM reserves the right to bar any such activity.
  - e) You may not attempt to gain unauthorised access to any portion or feature of the Services, or any other systems or networks connected to the Services or to any server, or to any of the services offered on or through the Services, by hacking, password "mining" or any other illegitimate means.
  - f) You may not probe, scan or test the vulnerability of the Services or any network connected to the Services, nor breach the security or authentication measures on the Services or any network connected to the Services. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Services, or any other customer of the SM, including any Service account not owned by you, to its source, or exploit the Service or any service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Services.
  - g) You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or networks, or any systems or networks connected to the Service or to the SM.
  - h) You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any transaction being conducted on the Service, or with any other person's use of the Service.
  - i) You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the SM on or through the Service or any service offered on or through the Service. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity unless authorised.
  - j) You may not use the Service or any Content for any purpose that is unlawful or prohibited by the Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the SM or others.
- 3) Access and availability of the System
- a) SM will use all reasonable endeavours to ensure that the System is available to users 24 hours a day, 7 days a week. However, the SM shall not be liable if for any reason the System is unavailable for a period of time.
  - b) The SM reserves the right to temporarily suspend the System in the event of maintenance, repair or for any other reason, where it is considered necessary by the SM.

4) Changes to the System

- a) The SM may make improvements and changes to the System, the information contained in the System or any services provided by the SM. The SM reserves the right to make such changes without notice and without liability to you. Your continued use of the System constitutes acceptance of the changes.
- b) The SM may amend the Terms and Conditions at any time without notice and you should therefore check the Terms and Conditions regularly. Your continued use of the System constitutes acceptance of the changes.

5) Limitation of Liability

- a) The SM and any other party involved in creating, producing, maintaining or delivering the System, exclude all liability and responsibility for any loss or damage that may result to you or a third party (including, without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort, contract or otherwise). The SM also excludes liability for the use or inability to use the System or any materials on it, or any Systems linked to the System.

6) Disclaimer of Warranties

- a) The System is provided "as is" without any representation or warranties (either expressed or implied), conditions or other terms of any kind. The SM excludes all liability for any loss or damage to the full extent permitted by law.
- b) The SM makes every effort to ensure, but does not guarantee, and makes no warranties as to the accuracy, accessibility, integrity and timeliness of the information contained on this web-site. The SM assumes no liability or responsibility for any errors or omissions in the content of this site and further disclaims any liability of any nature for any loss howsoever caused in connection with using this System. The SM reserves the right to make changes to these materials at any time without notice. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes. As long as you comply with the Terms of Use, the SM grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Services.
- c) The SM shall not be responsible for any disruption of the System or loss or corruption of any information whilst in transit or when downloaded onto any computer system.
- d) The SM makes every effort to check and test the material at all stages of production; however, the SM cannot accept any responsibility for any loss, disruption or damage to your data or your computer which may occur whilst using material derived from this System.

7) Privacy Policy

- a) The SM will not collect any personal information about you as a visitor unless you provide it voluntarily. Any personal information you communicate to us is kept within the System itself and made accessible to authorised personnel only.
- b) Through your participation in any system process or when you send us a mail through the Contacts page, SM will record your e-mail address and other information submitted by you only to respond to your message. Any personal information you communicate to us shall be treated as confidential and shall not be shared, rented, or sold to any other organisation without your consent. Upon request, SM will provide you with access to the personal information that is being kept about you and will correct personal information that you state is erroneous.
- c) This privacy policy only covers this System. Links within this site to other web-sites (if any) are not covered by this policy.

8) Accessibility Statement

- a) All effort has been made to ensure that this System conforms to the accessibility requirements and recommendations of the W3C accessibility recommendations, and to ensure that the System caters for individuals with specific disabilities.

9) System Requirements

- a) In order to be able to make full use of the Service, the following system requirements must be met:
  - Compatible web browsers: Internet Explorer (version 6 or higher), Mozilla Firefox (version 3.5 or higher), Opera, Chrome, Safari
  - Session Cookies must be enabled
  - Screen Resolution must be set at 1024 x 768 (or higher)
  - For full end-user experience, Javascript must be enabled
  - Access to the Internet through HTTP/HTTPS
  - A valid e-mail address
  - For end-users to be able to use the Catalogue Preparation Tool must be utilising a workstation with JRE 1.6 or higher installed
- b) The Service uses session cookies to temporarily identify user actions when using the Service. A session cookie is information stored in your browser's cache which is only available to the Service for the duration of your browser's lifetime window (session) when accessing the Service and no other site can request this information. To further ensure that the information stored by the session cookie is cleared from cache, it is highly recommended that you close your browser when you finish using the Service and that you follow the relevant instructions set by your browser's Supplier Organisation/management to deal with cookies.

10) Indemnity Granted by you (the user)

- a) Subject to clause 10)b), you shall be liable for all loss, claims, actions or damages which may be suffered by the SM as a consequence of any act or omission by you. Subject to clause
- b) you hereby undertake to meet any liability, howsoever arising, which is suffered by the SM, but only in so far as that liability has been incurred due to a breach of this Agreement by you.
- c) The indemnity granted by you in the above paragraph shall not apply to the extent that any loss, damage or injury or caused by the negligent or wilful act or omission of the SM, its employees or agents, the Crown or any servant or agent of the Crown.
- d) You shall have in force insurance for such range of cover as is appropriate to meet the liabilities set out in this Agreement.

11) General

- a) The Terms and Conditions may be varied by the SM only.
- b) You may not assign or transfer any rights or obligations under the Terms and Conditions. The SM may assign or transfer any rights or obligations to any third party.
- c) Headings are inserted for your convenience and shall not affect the interpretation of the Terms and Conditions.
- d) If any part of the Terms and Conditions are found to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- e) Reference to any statute or statutory provisions includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

Last updated 18<sup>th</sup> July 2012.

### 3. Terms of Use for Supplier Organisation Users

To uphold the quality and reputation of the Services as defined in the General Terms of Use, your use of the Service is subject to the General Terms of Use, and to these Terms of Use for Supplier Organisation Users, collectively referred to as Terms of Use. If you are found to be in violation of the Terms of Use at any time, SM we may warn you or suspend or terminate your account and Legal Actions may be initiated. If you find anything on the System that causes concern please contact us.

- 1) Online Registration
  - a) Online Registration is not enabled. You may consult with the SM for acquiring your organisations and user credentials
- 2) Your obligations as a registered user. You agree to:
  - a) keep your login credentials (username and password) to the Service confidential. You are responsible for the security of your password and should avoid any abuse. All the activities carried out through the Services, with the use of your username and password, are attributed to you.
  - b) take all reasonable measures to prevent the loss, disclosure, modification or unauthorised use of your username, password relating to the Service, and undertake to remain the sole holder of these credentials. In case of loss or suspicion of a breach of confidentiality, you should contact the administrator of your organisation or the SM, as soon as possible. You acknowledge that the SM does not keep a copy of your password.
  - c) immediately notify the SM if you become aware that your login credentials are compromised, or there is a substantial risk of compromise;
  - d) ensure that all information provided to the SM in relation to the generation and issuance of your user account is true, complete and up to date;
  - e) immediately update your user account information if any contact information is modified;
  - f) make use of your user account only for the purposes for which it was issued and within the usage and reliance limitations as specified in this terms and conditions of use;
  - g) promptly notify the SM of any breach of security related to the Services, including but not limited to unauthorised use of your password or account. To help ensure the security of your password or account, please sign out from your account at the end of each session.
  - h) You agree that you read the User Manual intended for the supplier users, accessible via the Info Area of the authenticated user
- 3) Assistance and support
  - a) Assistance on the use of the system can be provided by the responsible personnel of the Buying Organisations you collaborate with, available within the Procurement Contact Details of the contracts you have access to.
  - b) Alternatively, assistance can be obtained from SM, through the Contact page functionality of CCM.
  - c) Technical support can be obtained from the CCM Service Provider Helpdesk team, contactable at:
    - Email [scotland-ccm-helpdesk@eurodyn.com](mailto:scotland-ccm-helpdesk@eurodyn.com)
    - Primary phone number [+44 \(0\) 1315 169 245](tel:+4401315169245)
    - Backup phone number [+30 210 80 94 778](tel:+302108094778)

#### 4) Prohibited Actions

- a) You may not carry out any activity which is in breach of any clause under the domestic laws and the European Union's laws or the laws of other countries including the country in which you are resident or from which you use the Services. You may not promote or carry out any unauthorised activities against the scope of the Services, which include, but are not limited to:
- generating or facilitating unsolicited commercial messages. Such activity includes, but is not limited to sending email in violation of any applicable anti-spam law.
  - Imitating or impersonating another entity/person or his, her or its email address, or creating false accounts.
  - misrepresenting yourself or the source of any information.
  - data mining the Services or any web property.
  - selling, exchanging or distributing to a third party any of the rights granted to you through the Services.
  - sending, uploading, distributing, disseminating or offering to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content.
  - intentionally distributing viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.
  - conducting or forward pyramid or similar schemes.
  - transmitting content that may be harmful to minors.
  - illegally transmitting another's intellectual property or other proprietary information without such owner's or licensor's permission.
  - using the Services to violate the legal rights (such as rights of privacy and publicity) of others.
  - promoting or encouraging illegal activity.
  - interfering with other users' enjoyment of the Service.
  - create multiple user accounts in connection with any violation of the Agreement or create user accounts by automated means or under false or fraudulent pretences.
  - selling, trading, reselling or otherwise exploiting for any unauthorised commercial purpose or transfer any Services account.
  - modifying, adapting, translating, or reverse engineering any portion of the Services.
  - removing any copyright, trademark or other proprietary rights notices contained in or on the Services.
  - reformatting or framing any portion of the web pages that are part of the Services.
  - using the Services in connection with illegal peer-to-peer file sharing.

#### 5) Written Communications

- a) The provision of this Service entails that the principal means of communication with you will be mainly electronic. The SM will contact you by email or system generated notifications of the Service. You agree to electronic communications and acknowledge that all related communication that the SM provides electronically are deemed as equivalent as paper communications. The SM does not assume any responsibility for the non-delivery of such automated notifications which can be attributed to a number of reasons outside its control. It is your responsibility to ensure that your e-mail client's configuration is properly set (such as "email anti-spamming" rules) to allow the receipt of email notifications from the Service.

- 6) Non Repudiation
  - a) As a registered user, you agree that any actions performed by means of your user account credentials (like communicating with the SM and submitting an electronic catalogue) will be attributed to you.
  
- 7) Security
  - a) You must promptly notify SM of any breach of security related to the Services, including but not limited to unauthorised use of your password or account. To help ensure the security of your password or account, please sign out from your account at the end of each session.
  
- 8) Data Protection
  - a) The SM shall process all personal data according to the Data Protection Act, as well as, any other applicable law or guidelines published from time to time. The SM shall not transfer any personal data to any other third party unless consent to do so is received from you, or the SM is required to disclose such data by law. As data subject, your rights under the Data Protection Act shall apply.
  
- 9) Account Termination
  - a) The Terms of Use will continue to apply until terminated by either you or by SM as set out below.
  - b) If you want to terminate your use of the Service, you may do so by notifying the System Administrator or the administrator of one of the buying organisations you cooperate with, at any time. The SM may at any time, terminate its legal agreement with you if:
    - you have breached any provision of the Terms of Use (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use);
    - the SM is required to do so by law;
    - the SM is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service;
    - your Organisation's Management within the Service de-activates your account or your account is automatically de-activated by the Service due to reaching the number of failed login attempts set by the Service Administrator;
    - there is any justifiable reason for its termination.
  - c) When the Terms of Use come to an end, all of the legal rights, obligations and liabilities that you and the SM have benefited from, been subject to (or which have accrued over time whilst the Terms of Use have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of the domestic and international Laws shall continue to apply to such rights, obligations and liabilities indefinitely.

Last updated 18<sup>th</sup> July 2012.



## 4. Terms of Use for Buying Organisation Users

To uphold the quality and reputation of the Service as defined in the General Terms of Use, your use of the Service is subject to the General Terms of Use, and to these Terms of Use for Buying Organisation (BO) Users, collectively referred to as Terms of Use. If you are found to be in violation of the Terms of Use at any time, as determined by the Scottish Ministers (SM) in its sole discretion, you may be warned and your account may be suspended or terminated and legal proceedings may be initiated.

- 1) Online Registration
  - a) Online Registration is not enabled.
  - b) You will receive your login credentials (user name and password) by the System Administrator or your organisations administrator. You should check the details set out in your registration on receipt and promptly notify the Administrator of your organisations if incorrect or improper information has been defined. You will be allowed to manage your personal information once your account is activated. You should change your password at first login to the Services.
- 2) Your obligations as a registered user. You agree to:
  - a) keep login credentials and transaction codes relating to the Service confidential. You are responsible for the security of your password and should avoid any abuse. All the activities carried out through the Services, with the use of your username and password, are attributed to you.
  - b) take all reasonable measures to prevent the loss, disclosure, modification or unauthorised use of your username, and password codes relating to the Service, and undertake to remain the sole holder of these credentials. In case of loss or suspicion of a breach of confidentiality, you should contact the administrator of your organisation or the System Administrator, as soon as possible. You acknowledge that the SM does not keep a copy of your password.
  - c) to ensure that all information provided to the SM in relation to the generation and issuance of your user account is true, complete and up to date;
  - d) to immediately update your user account information if any contact information is modified;
  - e) to make use of your user account only for the purposes for which it was issued and within the usage limitations as specified in this Agreement and all other applicable laws, agreements and terms and conditions of use;
  - f) to promptly notify the SM of any breach of security related to the Services, including but not limited to unauthorised use of your password or account. To help ensure the security of your password or account, please sign out from your account at the end of each session.
  - g) that you read the User Manual intended for the supplier users, accessible via the Info Area of the authenticated user.

3) Assistance and support

- a) Assistance on the use of the system can be provided by the responsible personnel of your Buying Organisation.
- b) Alternatively, assistance can be obtained from SM, through the Contact page functionality of CCM.
- c) Technical support can be obtained from the CCM Service Provider Helpdesk team, contactable at:
  - Email [scotland-ccm-helpdesk@eurodyn.com](mailto:scotland-ccm-helpdesk@eurodyn.com)
  - Primary phone number [+44 \(0\) 1315 169 245](tel:+4401315169245)
  - Backup phone number [+30 210 80 94 778](tel:+302108094778)

4) Prohibited Actions

- a) You may not carry out any activity which is in breach of any clause under the domestic laws and the European Union's Laws. You may not promote or carry out any unauthorised activities against the scope of the Services, which include, but are not limited to:
  - generating or facilitating unsolicited commercial messages. Such activity includes, but is not limited to sending email in violation of any applicable anti-spam law.
  - imitating or impersonating another entity/person or his, her or its email address, or creating false accounts.
  - data mining the Services or any web property (including SM's).
  - selling, exchanging or distributing to a third party any of the rights granted to you through the Services.
  - sending, uploading, distributing, disseminating or offering to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content.
  - intentionally distributing viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature., conducting or forward pyramid or similar schemes.
  - transmit content that may be harmful to minors.
  - illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission.
  - using the Services to violate the legal rights (such as rights of privacy and publicity) of others.
  - promoting or encourage illegal activity.
  - interfering with other users' enjoyment of the Service.
  - creating multiple user accounts in connection with any violation of the Agreement or creating user accounts by automated means or under false or fraudulent pretences.
  - selling, trading, reselling or otherwise exploiting for any unauthorized commercial purpose or transfer any Services account.
  - modifying, adapting, translating, or reverse engineering any portion of the Services.
  - remove any copyright, trademark or other proprietary rights notices contained in or on the Services.
  - reformatting or framing any portion of the web pages that are part of the Services.
  - using the Services in connection with illegal peer-to-peer file sharing.

- 5) Written Communications
  - a) The provision of this Service entails that the principal means of communication with you will be mainly electronic. The SM will contact you by email or through automated notifications generated by the Service. You agree to electronic communications and acknowledge that all communication that the SM provides electronically are deemed as equivalent as paper communications. The SM does not assume any responsibility for the non-delivery of such automated notifications which can be attributed to a number of reasons outside its control. It is your responsibility to ensure that your e-mail client's configuration is properly set (such as "email anti-spamming" rules) to allow the receipt of email notifications from the Service.
  
- 6) Non Repudiation
  - a) As a registered user, you agree that any actions performed by means of your login credentials (like communicating with Supplier Organisations, disseminating Contracts, creating requisitions, approving or rejecting catalogues, etc.) will be attributed to you.
  
- 7) Data Protection
  - a) The SM shall process all personal data according to the Data Protection Act, as well as, any other applicable law or guidelines published from time to time. The SM shall not transfer any personal data to any other third party unless consent to do so is received from you, or the SM is required to disclose such data by law. As data subject, your rights under the Data Protection Act shall apply.
  
- 8) Account Termination
  - a) The Terms of Use will continue to apply until terminated by either you or by SM as set out below.
  - b) If you want to terminate your use of the Service, you may do so by notifying the System Administrator or your organisations Administrator at any time. The SM may at any time, terminate its legal agreement with you if:
    - you have breached any provision of the Terms of Use (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use);
    - the SM is required to do so by law;
    - your Organisation's Management within the Service de-activates your account or your account is automatically de-activated by the Service due to reaching the number of failed login attempts set by the Service Administrator;
    - there is any justifiable reason for its termination.
  - c) When the Terms of Use come to an end, all of the legal rights, obligations and liabilities that you and the SM have benefited from, been subject to (or which have accrued over time whilst the Terms of Use have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of the domestic and international Laws shall continue to apply to such rights, obligations and liabilities indefinitely.

Last updated 18<sup>th</sup> July 2012.