

## **GLASGOW CITY COUNCIL & Arms Length External Organisations (ALEOs)**

### **Supplier Portal System Access Terms and Conditions**

These Terms and Conditions ("Terms") are aimed at encouraging responsible behaviour and good practice for any user ("User") of Glasgow City Council's ("GCC") Supplier Portal System ("System") who is not employed by GCC. These Terms constitute a formal statement of the rules and guidelines that apply when using the System. [ ], having its registered office at [ ] (the "Company") have employees or those for whom it is responsible who are or will be Users of the System. The Company is responsible for ensuring that all Users comply with these Terms.

The System is to be used on the understanding that GCC will not accept any liability whatsoever for any loss, damage or expense which may result from any unauthorised use of the System except where such unauthorised use is entirely the fault of GCC.

The Company shall accept these Terms on behalf of its employees and agents, who shall be Users of the System, and the Company hereby acknowledges that the User's knowledge of these Terms is necessary prior to their access to the System. In the event that the Company fails to or refuses to accept these Terms, no access to the System will be granted. After these Terms have been signed by the Company they must be returned to GCC.

#### **1 Acceptable and Unacceptable Use**

- 1.1 Access to the System is provided to the Company for the pursuit of legitimate business use only. The Company shall ensure that any such use shall not interfere with GCC's duties and the Company's and any User's use of the System must not, in any way, bring GCC into disrepute.
- 1.2 The System must not be used for hacking, bugging, virus distribution or access and/or tampering with data without authorisation.
- 1.3 Software on the System should not be deleted, disabled or modified, other than as authorised by GCC. The Company shall ensure that all Users honour any agreements or contracts made by GCC concerning any software on the System.

#### **2 Cost**

- 2.1 The Company shall pay a registration fee of [FORTY FIVE (45)] POUNDS STERLING to GCC in advance of being granted access to the system.
- 2.2 The Company shall pay an annual maintenance fee of TWENTY TWO (22) PER CENT of the registration fee detailed in clause 2.1 and this shall be payable to GCC annually in advance within twenty eight days of receipt of a valid GCC invoice.
- 2.3 In the event the Company fails to pay the annual maintenance fee in accordance with clause 2.2 GCC reserves the right to withdraw access to the System by the Company.
- 2.4 The fees under Clauses 2.1 and 2.2 shall be payable at the sole discretion of GCC.

### 3 Security

- 3.1 The Company shall be given an allocated user ID and password, which is for the exclusive use of that Company and Users must always log on to the System using their allocated user ID. The Company shall change their allocated password on completion of the registration process (the "Company Password").
- 3.2 The Company shall ensure that Users who have been given access to the allocated password or Company Password accept the responsibility of being issued with the password or Company Password and agree not to make the password or Company Password available to any other person except where circumstances necessitate such disclosure.
- 3.3 The Company shall ensure that the User adopts best endeavours in practice to protect their password, Company Password and the security of the computer network.

### 4 Virus Protection

- 4.1 The Company and Users shall use their best endeavours not to download a virus to any part of the System. GCC has licensed anti-virus software for the System. The Company shall ensure that Users do not attempt to by-pass or avoid the running of anti-virus software on any part of the System. GCC reserves the right to disconnect any part of the System that is discovered to be infected with a virus.
- 4.2 In the event the Company or any User detects a virus, the Company shall immediately notify GCC and shall take all reasonable steps necessary to mitigate the effects of the virus.

### 5 Data Protection Act 1998 and Freedom of Information (Scotland) Act 2002

- 5.1 GCC is required to comply with the Data Protection Act 1998. To comply with the Act, personal data must be fairly collected and used, stored safely and not disclosed to any other person unlawfully.
- 5.2 Contravention of the Data Protection Act 1998 could have serious implications for GCC and therefore it is extremely important that the confidentiality, security and integrity of any GCC data is maintained.
- 5.3 The Company shall ensure that no User uses the Systems to hold or process personal data except in accordance with the provisions of the Data Protection Act 1998. Should a User be in any doubt about their obligations they should consult the GCC's data protection officer.
- 5.4 Should a User gain access to any information other than that which they are entitled to access under these Terms, the User or the Company must immediately notify GCC of such access.
- 5.5 If GCC receives a request under section 1 of the Freedom of Information (Scotland) Act 2002, which includes any confidential information of the Company, GCC may seek the consent of the Company to release some or all of the confidential information in response to such request and shall do so if the Company is minded to disclose such items, whether in terms of public interest or otherwise. If the Company fails to respond to such a request for

consent within seven (7) days of the request being made, it shall be deemed to have consented to the release of the information as requested by GCC. In all cases GCC may, without the consent of any other party, disclose any of the relevant confidential information if GCC (acting reasonably) is satisfied that it is in the public interest to do so. In reaching this conclusion GCC shall take into account any representation made in connection with this by such other party but the decision of GCC as to what constitutes public interest shall be final and conclusive in any dispute, difference or question arising in respect thereof.

## 6 Confidentiality

- 6.1 GCC and the Company shall ensure that Users do not disclose any confidential information of either party to third parties without consent as this may be harmful to the aims and objectives of GCC and/or the Company.
- 6.2 Neither party shall try to gain access to commercially sensitive data that is not relevant to them.
- 6.3 If the Company gain access to commercially sensitive data that does not relate to the Company they will contact GCC to restrict access to the data.

## 7 Copyright

- 7.1 The Company shall ensure that Users do not transfer, copy, publish, retrieve or modify any copyright material without the express written permission of the copyright owner.

## 8 Enforcement

- 8.1 If there are reasonable grounds for suspecting that a User is engaged in activities which are in breach of these Terms, GCC reserves the right to investigate fully and withdraw (either temporarily or permanently) the User's access to the System.
- 8.2 The Company shall indemnify and keep indemnified GCC against any loss of or damage to any property (including but not limited to damage arising as a result of the introduction of a virus) which may arise out of the act, default or negligence of the Company, a sub-contractor, their employees or agents, including Users, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 8.3 The Company shall indemnify GCC against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any breach by the Company of Clause 6.1 or Clause 7.1 of these Terms.
- 8.4 The Company shall maintain in force throughout the time it makes use of the System with a reputable UK based insurer a policy of insurance in a sum not less than two (2) million pounds Sterling for any one claim in respect of the indemnities set out in Clauses 8.2 and 8.3.

9 Monitoring

9.1 GCC reserves the right to monitor use of the System by the Company and any User and, if necessary, to withdraw access if it is deemed to be used in contravention of these Terms.

9.2 Monitoring will be undertaken to ensure compliance with these Terms and for maintenance and fault-finding purposes or, if there are reasonable grounds to believe that a User has committed a criminal offence or is otherwise in breach of these Terms.

10 Jurisdiction

10.1 These Terms shall be construed in accordance with Scots Law and subject to the exclusive jurisdiction of the Scottish Courts

Executed for and on behalf of the Company by:

_____	Signature
_____	Name (print)
_____	Job Title (print)
_____	Date of Signature
_____	Location of Signature

Before this Witness:-

_____	Witness Signature
_____	Witness Name (print)
_____	Witness Address