



Galloway & Southern Ayrshire UNESCO Biosphere Partnership Climate Hub Engagement

Consultancy Requirements

To support the development and delivery of the D&G Community Climate Action Hub as part of Scottish Government's national network of Climate Hubs; to work alongside the Climate Hub team to deliver and evaluate a series of climate engagements across D&G; to support increased visibility and profile of the D&G Climate Hub.

Background

The Galloway and Southern Ayrshire UNESCO Biosphere is an international designation covering over 9000 sq/km of land and sea in Southwest Scotland, that was awarded in recognition of the regions commitment to environmental sustainability that will be good for people, good for business and good for nature. The UNESCO Biosphere designation is designed to be a "bottom up" catalyst for sustainable development that empowers local people to take action through a unique partnership that brings together public, private and third sector interests around a shared priority of sustainability. It's a modern forward-thinking designation that couldn't be more relevant than it is today as Scotland seeks to address the twin challenges of climate change and biodiversity loss whilst also delivering a just transition for the people of Scotland.

In 2023 the GSA Biosphere was identified by Scottish Government's to lead on delivery of Dumfries and Galloway Community Climate Action Hub as part of a national roll-out ensuring all regions of Scotland were supported to take climate action at community level.

The D&G Climate Hub is one of 24 Scottish Climate Hubs set up in the last five years, and works collaboratively within the network to share ideas and experience.

Context

The Climate Hub have a team of three officers working across the region and deliver against a set of deliverables agreed annually with Scottish Governments Community Climate Action Team.

The team consists of a Senior Climate Hub Officer who oversees the delivery and leads the team, a Network Officer whose role includes communications, messaging and developing the network

of climate action groups across D&G, and an Engagement Officer whose role includes delivery of climate engagements and evaluation.

The team work alongside five delivery partners contracted by the Hub to deliver specialist community supports and engagement; Crichton Carbon centre who deliver climate education for schools; Propagate who deliver food & growing supports; South West Scotland Environmental Information Centre who provide biodiversity and citizen science engagements; Machars & Cree Valley Climate Action Network who deliver climate conversations, crop swaps and other grass-roots engagement and D&G Mutli-Cultural Association who deliver use their unique position to engage diverse communities.

The Climate Hub team sits under the GSA Biosphere Communities remit, and works closely with the rest of the GSAB team, in particular the Communities Officer and the Nature Recovery Officer.

Delivery and Milestones

This role would support the core Climate Hub team by completing a suite of defined deliverables from the 2025-26 action plan.

Timescale for delivery is September 2025-Feb 2026. Delivery is expected to be spread out evenly over this time period and spread evenly across the wider geography of D&G.

The contractor will be required to communicate regularly with the Climate Hub team, including attending a monthly team meeting.

All delivery content must be agreed in collaboration with the Climate Hub Senior Officer, supporting key Climate Hub messages and showcase Scottish Government's Let's Do Net Zero programme marketing.

Deliverable	Completion date
1. GSA Biosphere & D&G Climate Hub basic induction and back-ground catch up.	Week 1
2. Design, deliver and comprehensively evaluate five place-based community engagements that will build community and organisational climate knowledge or capacity. This could include drawing on external expertise, and will include generating promotional material; working with the Climate Hub Network Officer to promote; venue & catering arrangements; facilitating bookings and partnering with other organisations; generating evaluation report incorporating ScotGov indicators (one short report per engagement) and one accessible learning sharing product for three of the engagements (this could be a simple infographic for social media use or a shareable set of 'Top Tips' from the session).	End January 2026
3. 'Design, deliver and comprehensively evaluate one place-based community climate networker to facilitate sharing of skills and building of contacts. This could include drawing on external expertise, and will include generating promotional material; working with the Climate Hub	End January 2026

Network Officer to promote; venue & catering arrangements; facilitating bookings and partnering with other organisations; generating evaluation report incorporating ScotGov indicators. Community climate networkers are expected to be a minimum of a half day in-person engagement, typically would have a theme, with contributing presenters or facilitators, engaging representatives from at least five community groups.	
4. Identify and attend five appropriate local community events to promote and increase visibility of the Climate Hub within communities and networks.	End January 2026
5. One overall evaluation summary report reflecting the value of the delivery completed within the contract.	End February 2026
6. Attend monthly Climate Hub team meetings and on-going communication with Climate Hub Senior Officer	One per month Sep 25-Feb 26

Tender Instructions

Reporting to the Climate Hub Senior Officer, this is a self-employed position and the successful applicant must have public liability insurance, provide their own IT equipment, and have their own transport.

Our expectation is that the work outputs can be delivered over 2 days per week. However, hours are flexible to fit around the contractor, contact with the current team and external stakeholders and the needs of the project. It will involve some evening and weekend working.

Budget costs should not exceed £13,000 including VAT.

Travel, venue hire, catering, marketing etc will be agreed in partnership with the Climate Hub Senior Officer and will be funded separately from the central Climate Hub budget for 2025-26.

You are asked to submit the following information as part of the tender:

- Details of community climate engagement and knowledge relevant to this sector.
- If relevant, details of any team members who will be involved in delivery of the contract if it is unlikely to be just yourself.
- A description of the proposed approach to the work.
- A full break down of costs including day rates, time allocation, additional expenses and VAT. (Travel costs are not required at this time. Travel will be reimbursed separately at a rate of 45p per mile.)
- Any assumptions which may affect the final price and any other terms and conditions that apply to the services offered.
- Details of two referees who can confirm your experience in this field of work.

~~~~~

The closing date for submission of tenders is 5pm on Friday 8<sup>th</sup> August 2025. Tender Awarded Monday 18<sup>th</sup> August 2025. Tenders should be submitted by e-mail to: Jenna Cains, Communities & Business Manager: [jenna@gsabiosphere.org.uk](mailto:jenna@gsabiosphere.org.uk)

Queries can be dealt with via telephone or email but please note I will be unavailable between 21<sup>st</sup> July-4<sup>th</sup> August 2025.

---

## **GALLOWAY & SOUTHERN AYRSHIRE BIOSPHERE PARTNERSHIP TERMS AND CONDITIONS FOR PURCHASING PROFESSIONAL SERVICES**

---

### **Interpretation**

In these terms and conditions some words have particular meanings. These are set out in Condition 15 below.

- 1.1 These terms and conditions and the other Contract Documents make up the whole agreement between you and us and supersede any previous agreement between you and us relating to the same subject matter. No other term or condition submitted, proposed or stipulated by you will apply to the contract between you and us.
- 1.2 If there is any conflict or inconsistency among the Contract Documents the terms of some of the documents take priority over other documents. The descending order of importance is as follows: firstly the Contract Award Letter; then these terms and conditions; then any clarifications to our invitation to tender or invitation to quote (as applicable) and/or your response to our invitation to tender or invitation to quote (as applicable) that are agreed in writing between you and us; then our invitation to tender or invitation to quote (as applicable); and then your tender or quote response.

### **The Contract**

- 2.1 You will perform the Services to our reasonable satisfaction and you will act at all times in a diligent and professional manner. The Services must conform fully to the requirements set out in the Contract Documents.
- 2.2 You will perform the Services on and by the dates set out in the Contract Documents and, where we specify time of performance in the Contract Documents, then time of such performance shall be of the essence of the Contract.
- 2.3 You are and must at all times act as an independent contractor. You are not our employee, agent or representative and you have no authority to act on our behalf. You will not act in any way which would give the impression that you are our employee, agent or representative.
- 2.4 As you are our independent contractor, we will not be liable for anything you do or fail to do including without limitation anything you do which causes any person to make a claim against you.
- 2.5 You will not incur any liability on our behalf nor enter into any contracts or agreements on our behalf without our prior approval in writing.
- 2.6 We may request a change to any of our requirements for the Services at any time. You will notify us in writing if such change will result in a price increase or decrease and if we agree the scope of, and charges for, such change with you in writing then the Contract shall be varied accordingly.
- 2.7 If, at any time, you consider that your performance of any of the obligations under this Contract may conflict with other relationships or obligations on you, you must inform us of this. We may then decide, at our sole discretion (acting reasonably), to terminate the Contract immediately by notice in writing and we shall be entitled to serve that notice at any time.

## **Services**

- 3.1 You will ensure that you make available adequate resources for the performance of the Services. You will only provide Personnel to perform the Services who possess the appropriate experience, skills and qualifications necessary to perform the Services.
- 3.2 In performing the Services, you will comply with all Rules and Regulations, including without limitation all environmental Rules and Regulations.
- 3.3 In performing the Services, we acknowledge that you will be entitled to rely on information provided to you by us and to assume that it is true, complete and not misleading. You shall not require to audit, test or verify information provided to you by us unless the description of the Services requires you to do so. You will not be responsible to us for any losses arising out of the provision to you of false, incomplete or misleading information by us.
- 3.4 Where you need the following to allow you to perform the Services, we will (i) use our reasonable endeavours to provide you with information that is in our possession, (ii) take decisions and obtain management approvals in as timely a manner as reasonably possible; (iii) give you reasonable access to our people and premises and to our other advisers associated with the engagement and (vi) inform you as soon as reasonably practicable if we become aware of any circumstances or events under our control which will or are likely to adversely impact the timeous provision of the Services.
- 3.5 During the Services, you may discuss your work with us orally and show us drafts of your Deliverables. In line with good industry practice, you will do this on the basis that we will not rely on any drafts or oral comments or advice unless their content is finalised and confirmed in the final Deliverables or formal letters of advice.
- 3.6 Unless otherwise stated in the Contract Documents, the Services will be performed for our sole benefit. If we are required by law to share your Deliverables with a third party, we will be entitled to do so without seeking your consent. You hereby irrevocably consent to us sharing your Deliverables with any other advisers or individuals who are engaged by us to provide services to us in connection with any matter in relation to which you are to provide Services.
- 3.7 Once we have accepted the final Deliverables, you will have no responsibility for updating them or to monitor their continuing suitability for our use unless the description of the Services requires you to do so.
- 3.8 If key personnel are specified in the Contract Documents, you will ensure that those key personnel perform the Services allocated to them in the Contract Documents. You will not make any change to such key personnel unless we have agreed (acting reasonably) to that change in writing.
- 3.9 If we ask, you will give us detailed programmes of the order in which you will provide the Services and how you will provide the Services. We may tell you in what order to provide the Services and you will comply with that request. If we ask, you will also give us progress reports on the carrying out of the Services within the timescales specified by us (acting reasonably) and will meet with us to discuss and review the Services provided.
- 3.10 We will not be liable for any costs or additional costs which arise because of any requirements we have under the Contract Documents.

## **Delivery and Title**

- 4.1 You must tell us in advance if you need to enter our premises to provide the Services.
- 4.2 If in our reasonable opinion there are defective or missing Deliverables or Services then we may, at our option, (i) permit you at your cost to re-deliver defective or missing Deliverables and re-perform the Services within a specified time; (ii) require you at your

cost to re-deliver defective or missing Deliverables and re-perform the Services within a specified time; or (iii) refuse to pay for such defective or missing Deliverables or Services.

- 4.3 Title to the physical elements of the Deliverables shall vest in us upon delivery.

### **Price and Payment**

- 5.1 The price for the Goods and/or Services shall be as stated in the Contract Documents and shall be deemed to be inclusive of all expenses and charges. Any and all VAT and/or other applicable taxes must be shown separately and included in the overall total.
- 5.2 No increase to the price may be made without our prior written consent.
- 5.3 When you have supplied the Services to our reasonable satisfaction you may submit invoices to us in accordance with the invoicing terms set out in the relevant Contract Award Letter. Where no invoicing terms are set out in the relevant Contract Award Letter and you have supplied the Services to our reasonable satisfaction, you may invoice us for the applicable price. We will pay valid, undisputed invoices within 30 days from receipt.
- 5.4 We may set off any amount owing at any time from you to us against the price of the Services payable by us to you.
- 5.5 Invoices must be sent to the address specified in the Contract Documents. Each invoice must clearly identify the purchase order. If the purchase order is not clearly identifiable on the invoice the invoice may be returned to you without payment.
- 5.6 If any Value Added Tax is to be paid, you will show this separately.
- 5.7 You will maintain and you will ensure that your sub-contractors maintain complete and accurate records of the Services provided by you to us under the Contract including, without limitation, all payments made by us to you and by you to your sub-contractors for a minimum period of three years from the date of the last payment made by us to you. If we ask, you will give and you will ensure that your sub-contractors give us or our auditors access to and copies of your and your sub-contractors' records.

### **Intellectual Property**

- 6.1 You hereby grant us a perpetual, irrevocable, worldwide, royalty free, non-exclusive licence (with the right to grant sub-licences) to use the Background IP for the purpose of using and receiving the Deliverables, Services and Foreground IP.
- 6.2 You hereby grant to us a perpetual, irrevocable, worldwide, royalty free, exclusive licence (with the right to grant sub-licences) of the Foreground IP, with effect from the creation of such Foreground IP. You will, if we ask and at no additional charge to us, sign any document and do anything that we require to evidence or effect the licence granted to us in the previous sentence.
- 6.3 You warrant to us that neither the Background IP nor the Foreground IP, nor any use of any of them will infringe the Intellectual Property Rights of any third party.

### **Corrupt Gifts and Payments**

- 7.1 You must not do anything that gives or offers any kind of inducement or reward to any of our employees or contractors in relation to the Contract including, without limitation, offering any kind of corporate hospitality. Doing so may be a criminal offence.
- 7.2 You must comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

### **Termination**

- 8.1 We may tell you if we think you have breached any of your obligations or warranties under this Contract. If such a breach of contract is capable of remedy, we will give you an opportunity to remedy it to our satisfaction within 20 days.
- 8.2 If the breach cannot be remedied or if you fail to do so within the 20 days, we may terminate the Contract, in whole or in part, at any time by written notice.
- 8.3 If you believe that we have failed to pay a valid, undisputed invoice for sums properly due under the Contract, you should notify us in writing. We will have 30 days from receiving such notification to assess your claim and make payment if appropriate. If we have not paid your valid, undisputed invoice for sums properly due within 30 days of when we receive your written notification asking us to do so, you may terminate the Contract by written notice to us.
- 8.4 We may terminate the Contract immediately, in whole or in part, at any time, by written notice if:-
- 8.4.1 the Contract has been subject to substantial modification which would have required a new procurement procedure
  - 8.4.2 you enter into any form of insolvency or bankruptcy proceedings or if we believe that you are unable to pay, or if you cease to pay, your debts as they fall due; or
  - 8.4.3 you fail to comply with your obligations pursuant to Condition 2.7 above; or
  - 8.4.4 you, as a result of any act or omission, in our sole opinion, cause damage or risk to our reputation
- 8.5 We may also terminate the Contract in the event of a failure by you to comply in the performance of the Contract with legal obligations in the fields of environmental, social and employment law.
- 8.6 The term of the Contract shall be the term set out in the Contract Documents but we may terminate the Contract, in whole or in part, at any time by giving you at least 30 days' notice in writing.

## **Confidential Information, Freedom of Information and Data protection**

### **Confidential Information**

- 9.1 Subject to any information specifically stated to be confidential information by us, the Contract and the Contract Documents will not be treated as confidential information and may be disclosed without restriction.
- 9.2 Subject to Conditions 9.1, 9.3, 9.4 and unless you and we agree otherwise, all information which either party obtains from the other party or which becomes known to the other party in connection with the Contract must be kept secret and only used by the party receiving the information to perform its obligations under the Contract or in the case of us, for the purposes set out in the Contract Documents or otherwise made known by us to you. This does not apply to information which is already known to the public, information which is already in the possession of or known to the receiving party and at its free disposal, information the disclosure of which is required by law or by a regulatory body which governs the activities of the receiving party or information which is disclosed to the receiving party by a third party without a breach of any confidentiality obligation by the third party towards the disclosing party.
- 9.3 Notwithstanding any other provision of the Contract, we may disclose all information submitted to us to our auditors, the Scottish Government or to any other public sector body. Such disclosure shall not be a breach of the Contract.



- 9.4 We may wish to disclose your confidential information to third parties as part of a competitive tender process for the future provision of all or part of the Services covered by the Contract. You hereby acknowledge and agree that we are entitled to disclose such information provided that such third parties sign up to confidentiality obligations no less onerous than we are subject to under this Condition 9.

#### **Data Protection**

- 9.5 We and you each agree to comply with the applicable requirements of Data Protection Law to the extent that they apply to our respective activities under the Contract.
- 9.6 You will promptly (and, in any event, no later than 12 hours after becoming aware of the breach or suspected breach) inform us in writing of any breach or suspected breach of any of your obligations or of any other unauthorised or unlawful processing of any of the Data or any other loss or destruction of or damage to any of the Data ("Incident"). Such notification shall contain (at a minimum) such information as is required for us to discharge our responsibilities under Data Protection Law in relation to such Incident. You shall thereafter promptly (i) provide us with all such information as we request in connection with such Incident; (ii) take such steps as we require you to take to mitigate the detrimental effects of any such Incident on any of the Data Subjects and/or on us; and (iii) otherwise cooperate with us in investigating and dealing with such Incident and its consequences.
- 9.7 You shall indemnify us and keep us indemnified against any losses, costs, damages, awards of compensation, any monetary penalty notices or administrative fines for breach of Data Protection Law and/or expenses (including legal fees and expenses) suffered, incurred by us, or awarded, levied or imposed against us, as a result of any breach by you of its obligations under this Condition. Any limitations or exclusions of liability in the Contract shall not apply to this indemnity.
- 9.8 You shall comply with your obligations under this Condition at your own cost and expense.
- 9.9 For the avoidance of doubt, you acknowledge that unless a particular disclosure of Data is explicitly made as being on the basis of data controller to data processor, the Data disclosed under the Contract is made on a data controller to data controller basis.

#### **Data Security**

- 9.10 You will vet all Personnel whose role may involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures. You confirm that all Personnel employed or engaged by you at the start of the Contract were vetted and recruited on a basis that is equivalent to and no less strict than those procedures and policies.
- 9.11 You will not delete or remove any proprietary notices contained within or relating to our data.
- 9.12 You will ensure that any system on which you hold any of our data is a secure system that complies with our security policy. To the extent that our data is held and/or processed by you, you shall supply that data to us as requested by us and in the format specified by us. If we ask, you will perform secure back-ups of our data and shall ensure that up-to-date back-ups are stored off-site. You will ensure that such back-ups are available to us at all times and are delivered to us on request.
- 9.13 You will preserve the integrity of our data and prevent the corruption or loss of our data. If at any time you suspect or have reason to believe that our data has or may become corrupted, lost or degraded in any way, then you shall notify us immediately.
- 9.14 If our data is corrupted, lost or degraded as a result of any act or omission by you or any Personnel, we may require you, at your expense, (i) to restore or procure the restoration

of our data and you shall do so as soon as practicable; and/or (ii) to restore or procure the restoration of our data ourselves, and you will repay us any reasonable expenses incurred in doing so.

- 9.15 You will on an ongoing basis use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and delete malicious software from your systems. If malicious software is found on any systems, you will co-operate with us to reduce the effect of the malicious software and assist us to mitigate any losses and to restore our data and systems and the Services to their desired operating efficiency. If the malicious software originates from your or your Personnel's systems then you will repay us all costs incurred by us in taking the aforementioned action.

### **Business Continuity**

- 10.1 You will ensure that you and your sub-contractors have in place, maintain and, if required, implement plans and procedures to ensure business continuity, and no disruption to the provision of the Services, both in relation to general day-to-day disruptions and disaster recovery.

### **General**

- 11.1 No failure or delay by you or us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that, or of any other right or remedy.
- 11.2 Unless otherwise provided in the Contract, no variation of the Contract will be effective unless it is in writing and signed by both your and our authorised representatives.
- 11.3 If any provision of the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal, ineffective or unenforceable, or is suspended or the subject of an equivalent order, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract and you and we shall each use reasonable endeavours in good faith to modify the Contract so that the intent of the Contract can be legally carried out. We will have no liability to you for any losses, costs or expenses incurred as a result of the court or other authority's decision, that the Contract or any provision or part of any provision of the Contract is invalid, illegal, ineffective or unenforceable or is to be suspended, reduced, set aside or amended or the subject of an equivalent order, other than those specified in the court order or decision and which we are required to implement.
- 11.4 Any rights and remedies provided under the Contract are in addition to, and not instead of, any other rights or remedies provided under the Contract or provided by law.

### **Publicity**

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

### **Assignment and Sub-contracting**

- 13.1 You may sub-contract to those sub-contractors named in the Contract Documents but you are not allowed to sub-contract to anyone else or to transfer or assign the Contract or any of your rights or obligations under the Contract or any part of it. We may assign or novate the Contract in whole or in part.
- 13.2 If you sub-contract any work under the Contract, you will still be responsible to us for carrying out the Contract. We can take action against you if your subcontractor does not do what it is meant to do.

## Governing Law

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

## Definitions

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

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Background IP"</b>         | means all Intellectual Property Rights owned by you and in existence prior to you first providing the Services to us;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Contract"</b>              | means the contract for the supply of the Services made up of the Contract Documents and concluded between you and us;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Contract Award Letter"</b> | means a contract award letter issued by us in relation to the Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Contract Documents"</b>    | means any Contract Award Letter, these terms and conditions, our invitation to tender referred to in the Contract Award Letter, your response to our invitation to tender and any clarifications to our invitation to tender and/or your response to our invitation to tender that are agreed in writing between you and us;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>"Data"</b>                  | means the personal data being processed by either you or us pursuant to the terms of the Contract and identified in the Contract Documents;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Data Protection Law"</b>   | <p>means any Law relating to data protection and the processing of personal data from time to time under to the Contract, including:</p> <ul style="list-style-type: none"><li>(a) the Data Protection Act 2018;</li><li>(b) the General Data Protection Regulation (EU) 2016/679;</li><li>(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and</li><li>(d) any legislation that, in respect of the United Kingdom, replaces, or enacts into United Kingdom domestic law, the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union;</li></ul> |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>"Data Subject"</i></b>                 | means an individual who is the subject of any of the Data.                                                                                                                                                                                                                                                                                                                                                                       |
| <b><i>"Data Subject Request"</i></b>         | means a written request made to us/received by us on behalf of a Data Subject to exercise any rights conferred by Data Protection Law;                                                                                                                                                                                                                                                                                           |
| <b><i>"Deliverables"</i></b>                 | means all reports, advice, memoranda and other products and materials created or developed by you or on your behalf in relation to or as a result of the Services;                                                                                                                                                                                                                                                               |
| <b><i>"Foreground IP"</i></b>                | means all Intellectual Property Rights arising as a result of your provision of the Services to us;                                                                                                                                                                                                                                                                                                                              |
| <b><i>"Intellectual Property Rights"</i></b> | means any patent, trade mark (registered or unregistered), registered design, unregistered design right, copyright, database right, domain name, invention, know how or other similar right or any application for any of the foregoing;                                                                                                                                                                                         |
| <b><i>"Losses"</i></b>                       | means all costs, liabilities, losses, damages, claims, demands or expenses (including without limitation all legal and other professional fees and expenses) on a full indemnity basis;                                                                                                                                                                                                                                          |
| <b><i>"Law"</i></b>                          | means any applicable Act of Parliament, Act of the Scottish Parliament, subordinate legislation, Scottish subordinate legislation, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any governmental or regulatory body; |
| <b><i>"New Supplier"</i></b>                 | means any person, firm, company or other entity which may on or following the whole or partial cessation or reduction of the Services or the expiry or termination of the Contract, be engaged by us to provide all or any part of the Services or all or any part of services which formerly comprised the Services;                                                                                                            |
| <b><i>"party" or "parties"</i></b>           | means you and us;                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b><i>"Personnel"</i></b>                    | means any individual who is employed or engaged by you or a sub-contractor to provide all or part of the Services to us, including without limitation any key personnel, permanent or temporary employee, agency worker, temporary worker, sub-contractor or any personnel of a sub-contractor;                                                                                                                                  |
| <b><i>"Premises"</i></b>                     | means the premises as set out in the Contract Documents and any other buildings or premises notified by us to you in writing from time to time;                                                                                                                                                                                                                                                                                  |
| <b><i>"Purpose"</i></b>                      | means the purpose or purposes for which the Data is to be processed as detailed in the Contract Documents;                                                                                                                                                                                                                                                                                                                       |

|                                    |                                                                                                                                               |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"GSAB", "we", "us" or "our"</b> | means Galloway & Southern Ayrshire Biosphere Partnership, having its principal place of business at 37 Queen Street, Newton Stewart, DG8 6JR; |
| <b>"Services"</b>                  | means the services detailed in the Contract Documents which are to be supplied to us under the Contract;                                      |
| <b>"Supplier" or "you"</b>         | means you, the party to whom the relevant Contract Award Letter from GSAB is addressed;                                                       |