

**CTS/FIPS Licence Terms and Conditions**

1. SDS hereby grants to the Service Provider (as described in the Service Provider Contract) a licence (“Licence”) to use the CRM Dynamics Software (or such other software as SDS shall operate) (“FIPS Software”) on the following terms and conditions:-
  - 1.1. The Licence shall in respect of the Service Provider Contract endure for the period from the date on which SDS receives the acceptance of the Service Provider Contract duly signed by an authorised signatory, until the earlier of (i) such date as the SDS head licence with the head licensor (Microsoft, or its successor) terminates, as advised by SDS, or (ii) the date of termination of the Service Provider Contract and each Contract Schedule thereunder. In the event that the SDS licence with Microsoft terminates, SDS shall at no additional cost to the Service Provider, make suitable alternative software available. SDS shall advise the Service Provider of any such change, and shall make a copy of the replacement licence terms available to the Service Provider, which terms shall apply to the Service Provider.
  - 1.2. The FIPS Software shall be used by the Service Provider only for the purposes of fulfilment of the Service Provider’s obligations under the Service Provider Contract and in accordance with such guidance and instructions relating to CTS/FIPS as SDS includes and/or refers to in the Programme Rules from time to time and through its Provider Central website (available through [www.skillsdevelopmentscotland.co.uk](http://www.skillsdevelopmentscotland.co.uk)) and for no other purpose whatsoever.
  - 1.3. The Service Provider shall not:-
    - 1.3.1. make any alterations or adaptations to the FIPS Software; or
    - 1.3.2. transfer the FIPS Software for use by any other person or to any third party’s IT systems.
  - 1.4. The FIPS Software may only be accessed and used by those named staff and agents of the Service Provider for whom prior written approval has been given and not subsequently withdrawn by SDS (“Authorised Users”). Any such approval is at SDS’ entire discretion. Details of the FIPS Software authorised user rules are available on SDS’ Provider Central website available through [www.skillsdevelopmentscotland.co.uk](http://www.skillsdevelopmentscotland.co.uk).
  - 1.5. The Service Provider shall be responsible for ensuring the security of the FIPS Software so as to prevent inappropriate or unauthorised use. Without prejudice to the foregoing generality, the Service Provider shall ensure that all security information required to access the FIPS Software (including without limitation all login and password details) is kept confidential and secure by the Authorised Users at all times, and that the information is not accessible by, or disclosed to, anyone other than an Authorised User at any time.

- 1.6. The Service Provider shall comply with the Microsoft terms and conditions (or as applicable, such alternative terms and conditions as may apply pursuant to clause 1.1 above). Use of Microsoft products and services is defined in the product terms - <https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx>. The FAQ section on the link provided, provides more background on what is permitted: <https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx>
- 1.7. The Service Provider shall be liable for any fees, damages, costs and/or losses incurred by SDS as a result of the Service Provider's breach of any of the terms of this Licence (including without limitation, any breach of the Microsoft terms and conditions), and shall pay any and all such sums to SDS immediately on demand.
- 1.8. On the expiry or earlier termination of the Licence, the Service Provider shall disable access to the FIPS Software in accordance with such instructions as may be provided by SDS or its agents, as applicable and shall, if so requested by SDS, provide SDS with written confirmation that this has been done.
- 1.9. The Service Provider shall immediately report to the Director of National Training Programmes, Skills Development Scotland (or such other contact as SDS may advise from time to time) details of any breach by the Service Provider of these Licence terms (including without limitation, the Microsoft terms and conditions).
- 1.10. For the avoidance of doubt, the terms of this Licence are deemed to be incorporated into the Service Provider Contract, and all rights, remedies and obligations of the parties set out in the Service Provider Contract shall apply to the terms of this Licence.