

**SCHEDULE PART 3**

This is the Schedule Part 3 comprising the Custody Agreement referred to in the Project Agreement relating to the design, financing and construction of, and the provision of services at the Stobhill Local Forensic Psychiatric Unit

between

**Greater Glasgow Health Board**

and

**Stobhill Healthcare Facilities Limited**

## CUSTODY AGREEMENT

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 *Definitions*

In this Schedule, the following terms shall, unless the context otherwise requires, have the following meanings:

"Disc 1 Financial Model"	A disc to be held by Project Co in accordance with paragraph 3.1.4;
"Disc 2 Financial Model"	A disc to be held by the Board in accordance with paragraph 3.1.4;
"The Discs"	Disc 1 and Disc 2 as defined in this Schedule;
"Password 1"	A password to be chosen and kept confidential by the Board;
"Password 2"	A password to be chosen and kept confidential by Project Co;

### 2. VERIFICATION AND DELIVERY OF THE FINANCIAL MODEL

#### 2.1 *Verification*

2.1.1 On the date of the Project Agreement and following any delivery of the Financial Model to the Board in accordance with Clause 37.4 of the Project Agreement the Board and Project Co will verify the identity of a copy of the Financial Model which shall be a copy of the then current version of the Financial Model which can be found at Part 19 of the Schedule to the Project Agreement as amended from time to time in accordance with Clause 37.3 of the Project Agreement. Whenever a variation is made to the Financial Model a hard copy showing the amendment will be printed off and kept with the original version of the Financial Model in Part 19 of the Schedule). This will then be stored on to Disc 1 and Disc 2 by Project Co and the Board respectively.

2.1.2 On such date as may be agreed by the Board and Project Co but in any event no later than 20 Business Days after the date of the Project Agreement or (in the event of a variation being made) after the date of the variation, the Board and Project Co will verify that the data stored on Disc 1 and Disc 2 is identical and is a copy of the then current version of the Financial Model which can be found at Part 19 of the Schedule to the Project Agreement as amended from time to time.

#### 2.2 *Obligations of Project Co*

2.2.1 Project Co shall ensure that the Financial Model as delivered to the Board is capable of being rerun on Excel 2000 run on Microsoft Windows (or such software as may replace or update it) along with all available optional functions (when loaded onto a networked desktop PC) in accordance with the Project Agreement.

2.2.2 Project Co hereby grants to the Board a perpetual, transferable (but only to any permitted assignee of any rights or benefits of the Board under the Project Agreement), non-exclusive, royalty free licence (carrying the right to grant sub-licences) to use the Financial Model or any revised Financial Model for any purpose in connection with the Project Agreement (whether during or after the Project Term.)

### **3. SECURITY OF THE FINANCIAL MODEL**

- 3.1.1 On such date as may be agreed by the Board and Project Co but in any event no later than 20 Business Days after the date of verification of Disc 1 and Disc 2 in accordance with paragraph 2.1.1 the Board shall take possession of Disc 1 and Project Co shall take possession of Disc 2.
- 3.1.2 Within 48 hours of taking possession of Disc 1 and Disc 2 in accordance with paragraph 3.1.1. the Board shall render the data on Disc 1 accessible only by use of Password 1 and Project Co shall render the data on Disc 2 accessible only by use of Password 2 and the Board will hand over Disc 1 to Project Co and Project Co will hand over Disc 2 to the Board. After having rendered the data on Disc 1 and Disc 2 accessible only by the use of Password 1 and Password 2, but before handing over Disc 1 and Disc 2 to Project Co and the Board respectively, the Board and Project Co shall clearly mark the Discs identifying them as Disc 1 and Disc 2 and as being the current version of the Financial Model.
- 3.1.3 The Board will not reveal Password 1 to Project Co and Project Co will not reveal Password 2 to the Board unless and until a dispute arises or there is a variation in relation to the Financial Model.
- 3.1.4 The Board will hold Disc 2 and Project Co will hold Disc 1 unless and until a dispute arises or there is a variation in relation to the Financial Model.
- 3.1.5 The Board and Project Co will use best endeavours at all times when the Discs are in their custody or control to ensure that the Discs are kept securely and not damaged or corrupted in any way. In the event that the Discs are damaged or corrupted the Board and Project Co will follow the procedure outlined in paragraphs 2 and 3 and create new Discs having made reference to the hard copy of the Financial Model kept in accordance with Clause 37.5 of the Project Agreement.

### **4. DISPUTE OR VARIATION IN RELATION TO THE FINANCIAL MODEL**

- 4.1 In the event of any dispute arising or variation being agreed in relation to the Financial Model the Board will reveal Password 1 to Project Co and Project Co will reveal Password 2 to the Board.
- 4.2 When both the Board and Project Co have agreed in writing that any dispute in relation to the Financial Model has been resolved or a variation in relation to the Financial Model has been agreed the relevant amendment will be made to the Financial Model and the procedure outlined in paragraph 3 will again be followed save with a different Password 1 and Password 2.

### **5. INTELLECTUAL PROPERTY RIGHTS**

The Board and Project Co agree that the Financial Model shall remain the confidential property of Project Co and all copyright and Intellectual Property Rights in the Financial Model will remain with Project Co and the provisions of Clause 51.2 of this Agreement shall apply.