



G-CLOUD 13 CALL-OFF CONTRACT

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-CLOUD 13 CALL-OFF CONTRACT

PART A: ORDER FORM	2
PART B: TERMS AND CONDITIONS	11
SCHEDULE 1: SERVICES	28
SCHEDULE 2: CALL-OFF CONTRACT CHARGES	29
SCHEDULE 3: COLLABORATION AGREEMENT	30
SCHEDULE 4: ALTERNATIVE CLAUSES	31
SCHEDULE 5: GUARANTEE	32
SCHEDULE 6: GLOSSARY AND INTERPRETATIONS	33
SCHEDULE 7: UK GDPR INFORMATION	47
ANNEX 1: PROCESSING PERSONAL DATA	47
ANNEX 2: JOINT CONTROLLER AGREEMENT	48



PART A: ORDER FORM

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

PLATFORM SERVICE ID NUMBER	660392703644257
CALL-OFF CONTRACT REFERENCE	[REDACTED]
CALL-OFF CONTRACT TITLE	Verto 365
CALL-OFF CONTRACT DESCRIPTION	Project Reporting Tool
START DATE	[REDACTED]
EXPIRY DATE	[REDACTED]
CALL-OFF CONTRACT VALUE	[REDACTED]
CHARGING METHOD	Payment via BACS
PURCHASE ORDER NUMBER	



This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

FROM THE BUYER	The Insolvency Service [REDACTED]
TO THE SUPPLIER	TMI Systems Ltd. [REDACTED]
TOGETHER THE 'PARTIES'	

PRINCIPAL CONTACT DETAILS

FOR THE BUYER:

Title: [REDACTED]
Name: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

FOR THE SUPPLIER:

Title: [REDACTED]
Name: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]



CALL-OFF CONTRACT TERM

<p>START DATE</p>	<p>This Call-Off Contract Starts on: <div style="background-color: black; width: 200px; height: 20px; margin: 5px 0;"></div> <p>The Call-Off Contract is valid for 36 months.</p> </p>
<p>ENDING (TERMINATION)</p>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<p>EXTENSION PERIOD</p>	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier one month's written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

BUYER CONTRACTUAL DETAILS

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

<p>G-CLOUD LOT</p>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> • Lot 2: Cloud software.
<p>G-CLOUD SERVICES REQUIRED</p>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>As per Framework Schedule 4:</p> <ul style="list-style-type: none"> • 2.5.2 analytics and business intelligence • 2.5.4 collaborative working • 2.5.7 electronic document and records management (EDRM)



	<ul style="list-style-type: none"> • 2.5.10 information and communication • 2.5.14 project management and planning <p>And for this Call-Off Contract from the Supplier's Service Descriptions:</p> <ul style="list-style-type: none"> • Verto365 application licencing; • Cloud hosting services; • Support services; and • other associated services including but not limited to: <ul style="list-style-type: none"> • implementation, • configuration, • training, • data migration, • reporting writing, • integrations, • business process reviews • workshops and, • offboarding.
ADDITIONAL SERVICES	Not Used.
LOCATION	The Services will be delivered remotely.
QUALITY STANDARDS	The quality standards required for this Call-Off Contract are: Cyber Essentials Plus.
TECHNICAL STANDARDS:	The technical standards used as a requirement for this Call-Off Contract are defined within the Supplier's Service Description which is appended to this contract in 02.TIS0654 Appendix 1 Service Definition Document (660392703644257) V1.0
SERVICE LEVEL AGREEMENT:	The service level and availability criteria required for this Call-Off Contract are included at: 02.TIS0654 Appendix 1 Service Definition Document (660392703644257) V1.0 03.TIS0654 Appendix 2 Terms and Conditions (660392703644257) V1.0
ONBOARDING	The onboarding plan for this Call-Off Contract is to be defined in accordance with the provisions detailed within Section 4 of 02.TIS0654 Appendix 1 Service Definition Document (660392703644257) V1.0



<p>OFFBOARDING</p>	<p>The offboarding plan for this Call-Off Contract is to be defined in accordance with the provisions detailed within 02.TIS0654 Appendix 1 Service Definition Document (660392703644257) V1.0</p>
<p>COLLABORATION AGREEMENT</p>	<p>Not Used.</p>
<p>LIMIT ON PARTIES' LIABILITY</p>	<p>The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed one hundred and twenty-five per cent (125%) of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.</p> <p>The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of or one hundred and twenty-five per cent (125%) per cent of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.</p>
<p>INSURANCE</p>	<p>The insurances required will be:</p> <p>Professional Indemnity Insurance cover to be held by the Supplier and by any agent, Subcontractor or Consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</p> <p>Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</p> <p>A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</p>
<p>BUYER'S RESPONSIBILITIES</p>	<p>The Buyer is responsible for provision of device and internet access; data entry, system access, end user support and management.</p> <p>The Buyer will provide the Supplier with sufficient information about its project, programme and portfolio management processes for the Supplier to configure Verto for use by the Buyer.</p> <p>The Buyer is responsible for any of the conditions on it as detailed within:</p>



	02.TIS0654 Appendix 1 Service Definition Document (660392703644257) V1.0 03.TIS0654 Appendix 2 Terms and Conditions (660392703644257) V1.0
BUYER'S EQUIPMENT	The Buyer's equipment to be used with this Call-Off Contract includes users' devices, which must be capable of running a supported browser (vendor-supported versions of Chrome, Edge and Safari). Reason is to access to the SaaS application.

SUPPLIER'S INFORMATION

SUBCONTRACTORS OR PARTNERS	Microsoft Azure, through Bytes (Microsoft Partner of the Year 2022).
-----------------------------------	--

CALL-OFF CONTRACT CHARGES AND PAYMENT

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

PAYMENT METHOD	The payment method for this Call-Off Contract is BACS
PAYMENT PROFILE	The payment profile for this Call-Off Contract is monthly in arrears.
INVOICE DETAILS	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
WHO AND WHERE TO SEND INVOICES TO	Invoices will be sent to [REDACTED]
INVOICE INFORMATION REQUIRED	All invoices must include: <ul style="list-style-type: none"> • Purchase Order Number • Breakdown of items being invoiced



INVOICE FREQUENCY	Invoices will be sent to the Buyer in accordance with the Payment Profile.
CALL-OFF CONTRACT VALUE	[REDACTED]
CALL-OFF CONTRACT CHARGES	<p>The breakdown of the Charges is based on the rates included in the supplier's Pricing Document (04.TIS0654 Appendix 3 Pricing Document (660392703644257) V1.0) and further set out in the quote provided and appended at 05.TIS0654 Appendix 4 Verto Pro Perpetual Quotation V1.0 for Year One (1) Charges.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Additional Buyer terms

PERFORMANCE OF THE SERVICE	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <p>Onboarding</p> <p>The onboarding process is detailed at a high-level in the 'Timelines' section and Paragraph 4.1 of the Service Definition. The Parties will jointly develop and baseline a detailed Implementation Plan within 30 calendar days of the Start Date to meet the Buyer's required timescales. The Implementation Plan will include agreed milestones and the associated acceptance criteria for each milestone. Any changes to the baselined Implementation Plan must be mutually agreed in writing between the Supplier and Buyer's project manager. In the event that milestones in the Implementation Plan are not Delivered on time due to Supplier cause, the Supplier shall provide a refund of any unused Charges incurred by the Buyer during that delay period.</p> <p>Offboarding</p> <p>The exit plan is detailed at a high-level in the Service Definition, Paragraph 4.2.</p>
---------------------------------------	---



	An additional exit plan may be required in accordance with Part B: Clause 21 in the event that the Extension Period is activated.
GUARANTEE	Not used.
WARRANTIES, REPRESENTATIONS	Not used.
SUPPLEMENTAL REQUIREMENTS IN ADDITION TO THE CALL-OFF TERMS	Not used.
ALTERNATIVE CLAUSES	Not used.
BUYER SPECIFIC AMENDMENTS TO/REFINEMENTS OF THE CALL-OFF CONTRACT TERMS	Not used.
PERSONAL DATA AND DATA SUBJECTS	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
INTELLECTUAL PROPERTY	Not used.
SOCIAL VALUE	The Supplier's commitments to Social Value are defined within: 06.TIS0654 Appendix 5 Supplier's Social Value Commitments V1.0



1.FORMATION OF CONTRACT

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2.BACKGROUND TO THE AGREEMENT

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

SIGNED	SUPPLIER	BUYER
NAME		
TITLE		
SIGNATURE		
DATE		

- 2.2 The Buyer provided an Order Form for Services to the Supplier.

CUSTOMER BENEFITS

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefit Record](#)



PART B: TERMS AND CONDITIONS

1. CALL-OFF CONTRACT START DATE AND LENGTH

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. INCORPORATION OF TERMS

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 2.3 (Warranties and representations)
 - 4.1 to 4.6 (Liability)
 - 4.10 to 4.11 (IR35)
 - 10 (Force majeure)
 - 5.3 (Continuing rights)
 - 5.4 to 5.6 (Change of control)
 - 5.7 (Fraud)
 - 5.8 (Notice of fraud)
 - 7 (Transparency and Audit)
 - 8.3 (Order of precedence)
 - 11 (Relationship)
 - 14 (Entire agreement)
 - 15 (Law and jurisdiction)
 - 16 (Legislative change)
 - 17 (Bribery and corruption)
 - 18 (Freedom of Information Act)
 - 19 (Promoting tax compliance)
 - 20 (Official Secrets Act)
 - 21 (Transfer and subcontracting)
 - 23 (Complaints handling and resolution)
 - 24 (Conflicts of interest and ethical walls)



- 25 (Publicity and branding)
 - 26 (Equality and diversity)
 - 28 (Data protection)
 - 31 (Severability)
 - 32 and 33 (Managing disputes and Mediation)
 - 34 (Confidentiality)
 - 35 (Waiver and cumulative remedies)
 - 36 (Corporate Social Responsibility)
 - Paragraphs 1 to 10 of the Framework Agreement Schedule 3
- 2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:
- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
 - 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
 - 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
- 2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3.SUPPLY OF SERVICES

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4.SUPPLIER STAFF

- 4.1 The Supplier Staff must:
- 4.1.1 be appropriately experienced, qualified and trained to supply the Services
 - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
 - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.



- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5.DUE DILIGENCE

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6.BUSINESS CONTINUITY AND DISASTER RECOVERY

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7.PAYMENT, VAT AND CALL-OFF CONTRACT CHARGES

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.



- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract, it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoices under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does, then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8.RECOVERY OF SUMS DUE AND RIGHT OF SET-OFF

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9.INSURANCE

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:



- 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
- 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement, or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10.CONFIDENTIALITY

- 10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.



11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
- 11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
- o alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
 - o alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
 - o arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract;
- and
- 11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.
- 11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- 11.6.1 rights granted to the Buyer under this Call-Off Contract
- 11.6.2 Supplier's performance of the Services



- 11.6.3 use by the Buyer of the Services
- 11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
 - 11.7.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - 11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.8 Clause 11.6 will not apply if the IPR Claim is from:
 - 11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.8.2 other material provided by the Buyer necessary for the Services
- 11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12.PROTECTION OF INFORMATION

- 12.1 The Supplier must:
 - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
 - 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13.BUYER DATA

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.



- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework>
and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
- 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.npsa.gov.uk/content/adopt-risk-management-approach>
and Protection of Sensitive Information and Assets:
<https://www.npsa.gov.uk/protection-sensitive-information-and-assets>
- 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
- 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
- 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6.6 Buyer requirements in respect of AI ethical standards.
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.



14. STANDARDS AND QUALITY

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. OPEN SOURCE

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. SECURITY

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the



Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. GUARANTEE

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5.

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee.

18. ENDING THE CALL-OFF CONTRACT

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:



18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. CONSEQUENCES OF SUSPENSION, ENDING AND EXPIRY

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses:

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability),
- 24 (Conflicts of interest and ethical walls)
- 35 (Waiver and cumulative remedies)



- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.
- 19.5 At the end of the Call-Off Contract Term, the Supplier must:
- 19.5.1 promptly return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.2 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.3 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.4 work with the Buyer on any ongoing work
- 19.5.5 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20.NOTICES

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
 - Deemed time of delivery: 9am on the first Working Day after sending
 - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21.EXIT PLAN

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.



- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30-month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data
 - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
 - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. HANDOVER TO REPLACEMENT SUPPLIER

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
- 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control



22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23.FORCE MAJEURE

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

24.LIABILITY

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25.PREMISES

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.



- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - 25.5.2 comply with Buyer requirements for the conduct of personnel
 - 25.5.3 comply with any health and safety measures implemented by the Buyer
 - 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26.EQUIPMENT

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27.THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28.ENVIRONMENTAL REQUIREMENTS

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29.THE EMPLOYMENT REGULATIONS (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:



- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer.
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause, but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30.ADDITIONAL G-CLOUD SERVICES

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.



30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. COLLABORATION

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. VARIATION PROCESS

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation or End this Call-Off Contract by giving 30 days' notice to the Supplier.

33. DATA PROTECTION LEGISLATION (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.



SCHEDULE 1: SERVICES

As defined within:

This Call-Off Contact; and

- 02.TIS0654 Appendix 1 Service Definition Document (660392703644257) V1.0; and
- 03.TIS0654 Appendix 2 Terms and Conditions (660392703644257) V1.0; and
- 04.TIS0654 Appendix 3 Pricing Document (660392703644257) V1.0.
- 05.TIS0654 Appendix 4 Verto Pro Perpetual Quotation V1.0



SCHEDULE 2: CALL-OFF CONTRACT CHARGES

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

As per:

- 04.TIS0654 Appendix 3 Pricing Document (660392703644257) V1.0
- 05.TIS0654 Appendix 4 Verto Pro Perpetual Quotation V1.0



SCHEDULE 3: COLLABORATION AGREEMENT

Not Used.



SCHEDULE 4: ALTERNATIVE CLAUSES

Not Used.



SCHEDULE 5: GUARANTEE

Not Used.



SCHEDULE 6: GLOSSARY AND INTERPRETATIONS

In this Call-Off Contract the following expressions mean:

EXPRESSION	MEANING
ADDITIONAL SERVICES	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
ADMISSION AGREEMENT	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
APPLICATION	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
AUDIT	An audit carried out under the incorporated Framework Agreement clauses.
BACKGROUND IPRS	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
BUYER	The contracting authority ordering services as set out in the Order Form.
BUYER DATA	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
BUYER PERSONAL DATA	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
BUYER REPRESENTATIVE	The representative appointed by the Buyer under this Call-Off Contract.
BUYER SOFTWARE	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.



EXPRESSION	MEANING
CALL-OFF CONTRACT	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
CHARGES	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
COLLABORATION AGREEMENT	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
COMMERCIALLY SENSITIVE INFORMATION	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
CONFIDENTIAL INFORMATION	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
CONTROL	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
CONTROLLER	Takes the meaning given in the UK GDPR.



EXPRESSION	MEANING
CROWN	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
DATA LOSS EVENT	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
DATA PROTECTION IMPACT ASSESSMENT (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
DATA PROTECTION LEGISLATION (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
DATA SUBJECT	Takes the meaning given in the UK GDPR
DEFAULT	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.



EXPRESSION	MEANING
EMPLOYMENT REGULATIONS	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE').
END	Means to terminate; and Ended and Ending are construed accordingly.
ENVIRONMENTAL INFORMATION REGULATIONS OR EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
EQUIPMENT	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI REFERENCE NUMBER	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
EMPLOYMENT STATUS INDICATOR TEST TOOL OR ESI TOOL	The HMRC Employment Status Indicator test tool. The most up-to date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
EXPIRY DATE	The expiry date of this Call-Off Contract in the Order Form.



EXPRESSION	MEANING
FORCE MAJEURE	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
FORMER SUPPLIER	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
FRAMEWORK AGREEMENT	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>
FRAUD	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.</p>



EXPRESSION	MEANING
FREEDOM OF INFORMATION ACT OR FOIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-CLOUD SERVICES	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
GOOD INDUSTRY PRACTICE	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
GOVERNMENT PROCUREMENT CARD	The government's preferred method of purchasing and payment for low value goods or services.
GUARANTEE	The guarantee described in Schedule 5.
GUIDANCE	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
IMPLEMENTATION PLAN	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.



EXPRESSION	MEANING
INDICATIVE TEST	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
INFORMATION	Has the meaning given under section 84 of the Freedom of Information Act 2000.
INFORMATION SECURITY MANAGEMENT SYSTEM	The information security management system and process developed by the Supplier in accordance with clause 16.1.
INSIDE IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
INSOLVENCY EVENT	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
INTELLECTUAL PROPERTY RIGHTS OR IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction



EXPRESSION	MEANING
INTERMEDIARY	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR CLAIM	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 ASSESSMENT	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
KNOW-HOW	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
LAW	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LOSS	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
LOT	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.



EXPRESSION	MEANING
MALICIOUS SOFTWARE	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
MANAGEMENT CHARGE	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
MANAGEMENT INFORMATION	The management information specified in Framework Agreement Schedule 6.
MATERIAL BREACH	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
MINISTRY OF JUSTICE CODE	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
NEW FAIR DEAL	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
ORDER	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
ORDER FORM	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
ORDERED G-CLOUD SERVICES	G-Cloud Services which are the subject of an order by the Buyer.



EXPRESSION	MEANING
OUTSIDE IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries' legislation if assessed using the ESI tool.
PARTY	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
PERSONAL DATA	Takes the meaning given in the UK GDPR.
PERSONAL DATA BREACH	Takes the meaning given in the UK GDPR.
PLATFORM	The government marketplace where Services are available for Buyers to buy.
PROCESSING	Takes the meaning given in the UK GDPR.
PROCESSOR	Takes the meaning given in the UK GDPR.
PROHIBITED ACT	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none">• induce that person to perform improperly a relevant function or activity• reward that person for improper performance of a relevant function or activity <p>commit any offence:</p> <ul style="list-style-type: none">• under the Bribery Act 2010• under legislation creating offences concerning Fraud• at common Law concerning Fraud• committing or attempting or conspiring to commit Fraud



EXPRESSION	MEANING
PROJECT SPECIFIC IPRS	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
PROPERTY	Assets and property including technical infrastructure, IPRs and equipment.
PROTECTIVE MEASURES	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN OR PUBLIC SERVICES NETWORK	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
REGULATORY BODY OR BODIES	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
RELEVANT PERSON	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
RELEVANT TRANSFER	A transfer of employment to which the employment regulations applies.



EXPRESSION	MEANING
REPLACEMENT SERVICES	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
REPLACEMENT SUPPLIER	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
SECURITY MANAGEMENT PLAN	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
SERVICES	The services ordered by the Buyer as set out in the Order Form.
SERVICE DATA	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
SERVICE DEFINITION(S)	The definition of the Supplier's G-Cloud Services provided as part of their application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
SERVICE DESCRIPTION	The description of the Supplier service offering as published on the Platform.
SERVICE PERSONAL DATA	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.



EXPRESSION	MEANING
SPEND CONTROLS	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service
START DATE	The Start date of this Call-Off Contract as set out in the Order Form.
SUBCONTRACT	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
SUBCONTRACTOR	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
SUBPROCESSOR	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
SUPPLIER	The person, firm or company identified in the Order Form.
SUPPLIER REPRESENTATIVE	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
SUPPLIER STAFF	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.



EXPRESSION	MEANING
SUPPLIER TERMS	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
TERM	The term of this Call-Off Contract as set out in the Order Form.
VARIATION	This has the meaning given to it in clause 32 (Variation process).
WORKING DAYS	Any day other than a Saturday, Sunday or public holiday in England and Wales.
YEAR	A contract year.



SCHEDULE 7: UK GDPR INFORMATION

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

ANNEX 1: PROCESSING PERSONAL DATA

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

DESCRIPTION	DETAILS
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller, and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller, and the Supplier is the Processor of the Personal Data recorded below:</p> <ul style="list-style-type: none"> Name and email address of system users only.
Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Agreement
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including:</p> <p>Ensuring effective communication between the Supplier and CSS</p> <p>Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6</p>
Type of Personal Data	Username and email only.
Categories of Data Subject	Buyer Staff



DESCRIPTION	DETAILS
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder.

ANNEX 2: JOINT CONTROLLER AGREEMENT

Not used.



Work Collaboration platform for everyone

Verto Service Definition

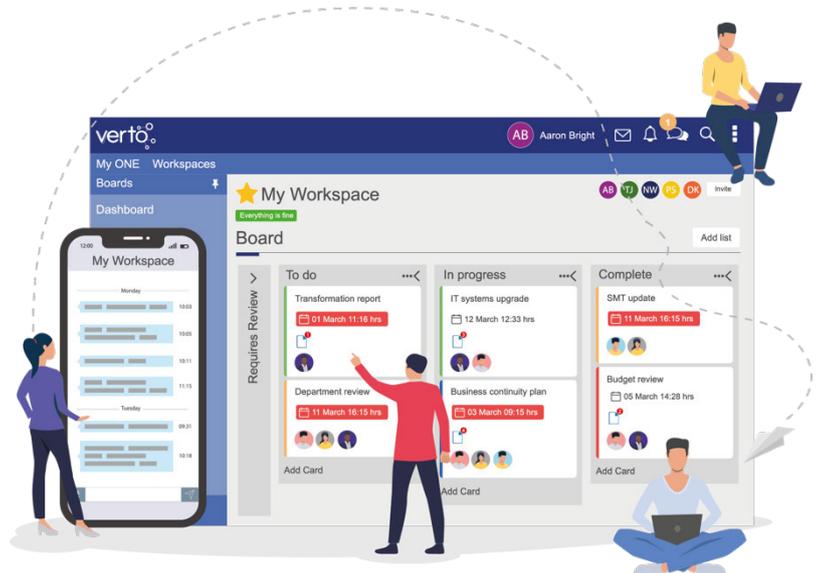
G-Cloud 13

Verto 365 – functional overview

Verto 365 is a cloud-based solution that provides a work collaboration platform for the entire organisation. It manages everything from simple day to day tasks through to major initiatives right across the organisation. It is entirely user configurable supporting multiple workflows and business processes and provides a central repository and single version of the truth for all project and work management requirements.

Key features include:

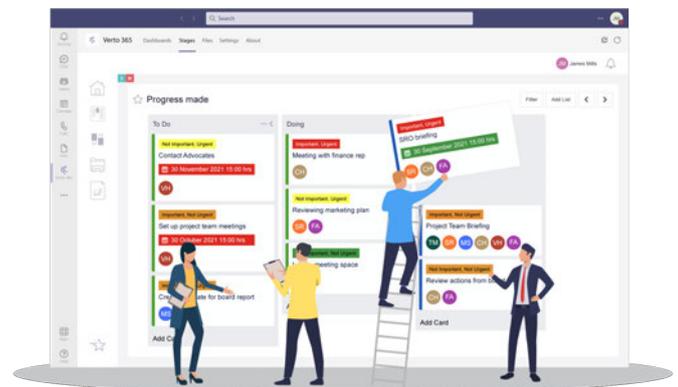
- Cloud based, accessible everywhere
- MS Teams and O365 integration
- Fully configurable dashboards
- Instant chat messaging
- Alerts and notifications
- Document management and sharing
- Fully configurable project and programme management functionality
- Kanban Board Functionality
- Compatible with finance and HR systems



Kanban Boards

The Kanban board functionality within Verto 365 allows you to create as many personal or shared boards as you like. Create lists to contain cards of activities at similar stages of completion, for example, and move them around as the activity progresses. Cards can hold information such as statuses, due dates, members, custom tags, additional documents and much more. A variety of templates can help you get started, but you can create your own templates as required.

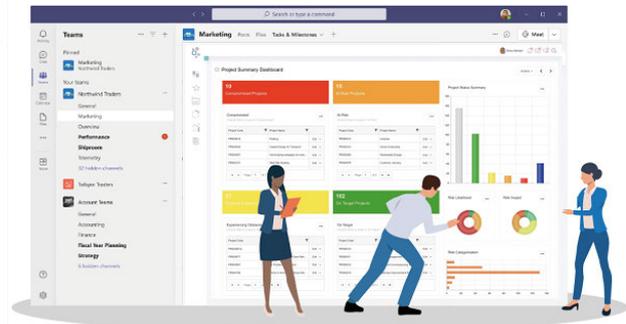
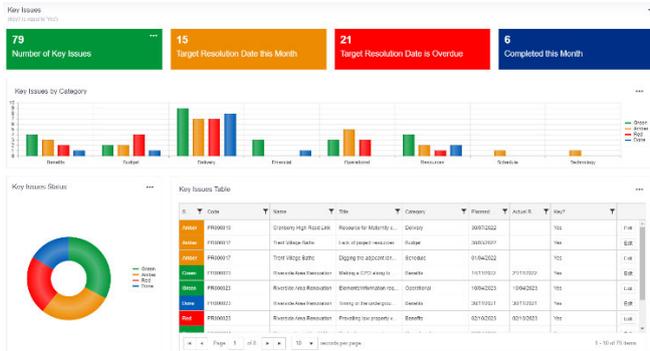
Every board can be filtered for help finding specific data. For example, you can easily filter a board to only show cards you are a member of, or with a status of red, that is also due in the next 7 days etc. As well as this, all board data can be aggregated and summarised within our dynamic dashboard, providing even more opportunities to filter and group cards across multiple boards at once.



Dashboard Monitoring

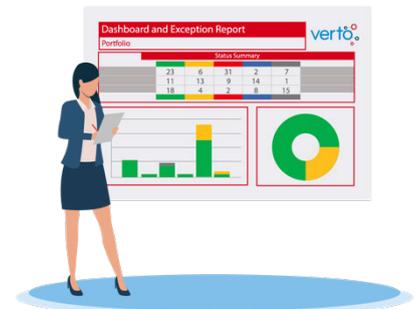
The Verto 365 dashboard provides a real-time, aggregated view of all project & programme information, focusing on what means most to you, be it milestones, risks, costs or anything you're recording in the system. You can create and save as many dashboards as you wish and

share them with colleagues whenever necessary. The dashboard is interactive at every level and can be fully customised using extensive options of widgets, which can be tailored into several formats (bar charts, line graphs, containers, data tables etc.) to suit your preferences. Each widget can be filtered using any relevant field, providing full control over the management information you would like to focus on at any time.



Reporting

Verto 365 boasts powerful reporting functionalities at multiple levels that allow for reports to be produced based on any and all information within the system. All reports can be exported in a number of different formats including Word, Excel, PDF, CSV, TIFF etc. All our reports are run in real-time, ensuring that only the latest information is presented.



Users can take advantage of our subscription service so that real-time reports received by users in their inbox, eliminating the need to access the system to run a report. We use 'tags and filters' to 'slice and dice' the data as much as required, to further enhance reporting capabilities.

We also produce specific data extracts for reporting tools such as PowerBI, Tableau and QlikView.

Workflow configuration

Verto 365 has fully configurable workflow that allows workspaces and projects to move through a defined set of stages and approvals. The workflows can be set up in multiple ways by different teams and departments across the organisation according to project size and complexity. They can be customised to incorporate PMO or SMT sign off at any stage. All changes, requests and approvals are recorded providing a complete audit trail.



Risk Management

Verto 365 provides comprehensive, configurable Risk and Issue Management functionality that can be held against both the Programme, Project or Workspace and aggregated up to Programme and Portfolio level. Owners can be assigned to individual risks and issues, along with proximity dates and mitigating actions (amongst many other field options). The fields contained both within these functions and others throughout the system can be configured so they perfectly match the registers currently used by the organisation and support governance.



RAID logs can easily be produced and reported at multiple levels, including workstream, project, programme and portfolio.

Planning / Gantt

Project plans and schedules can be created simply and managed easily within the system using Verto 365's planning feature. Multiple views are available for users to customise how they view and update plans.

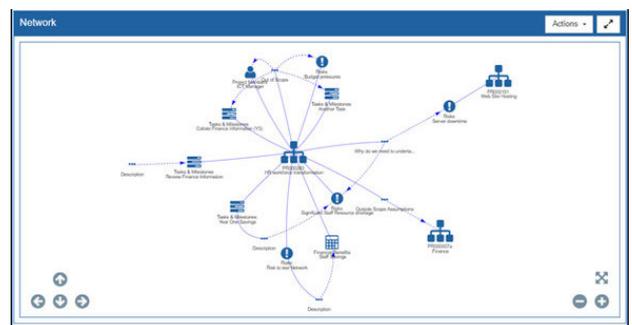


Verto 365 has a Gantt feature embedded within the planning module that provides a visual assessment of project plans. The Gantt view is interactive, allowing for all elements of the planning module to be amended in this format. An 'offset dates' feature is available when an entire plan needs to be pushed back or brought forward as required. Users can import MS Project Plans into Verto 365 allowing them to use their preferred tool whilst supporting team collaboration.

Dependency Management

Verto 365 has a feature called 'VertoSense' which allows for dependencies to be identified against any two objects in the system.

This allows for comprehensive dependency networks to be produced from those connections made. For example, connections can be made between a project risk and a project milestone, to identify the dependency that risk may have on the associated milestone.



These dependencies can be selected within the system, which then brings up the fields linked with that dependency.

These fields can be amended and updated without having to enter that section, if the user has the correct permissions.

Benefit Realisation and Cost Management

Verto 365 records quantitative and qualitative benefits which are then tracked and reported against at multiple levels, via the dashboard as well as utilising our comprehensive reporting functions.

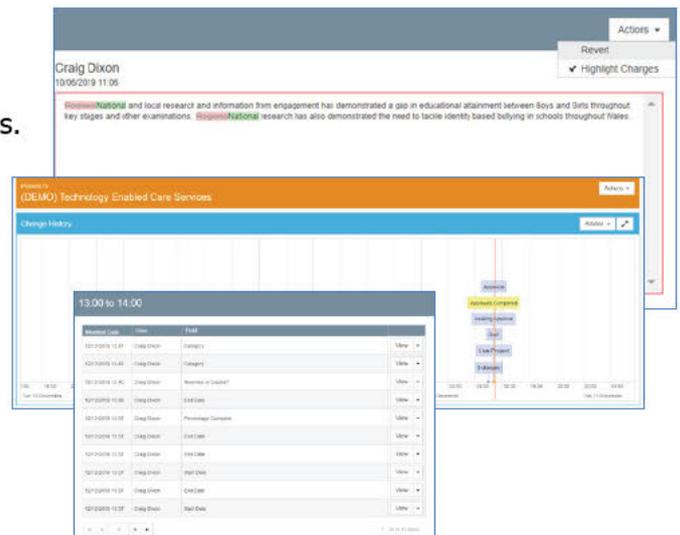


Verto 365 provides full finance management capabilities, allowing users to track cost profiles over time, providing full transparency on project spend. Financial integrations with systems such as SAP, Oracle, Pegasus, Agresso, can be achieved to ensure Verto 365 remains the central repository for analysis / reporting purposes.

Audit Trail

Verto 365 has a comprehensive audit log that is automated against every field in the system. Every change is recorded and is easily viewable by the users.

Changes to fields are also supported by a 'track changes' feature so you can more easily see what's changed between versions.



Storage

Unlimited, cloud-based storage is available for each entity (e.g. project, programme, portfolio) to manage documents and each document store is independently secured, so that only users with the appropriate permissions have access to it. External links such as a SharePoint archive can be inserted, however Verto 365 also integrates directly with SharePoint, so you can continue using the current storage solution you are familiar with.

Custom Notifications

Verto 365 can provide user-defined automated risk alerts and notifications that appropriate to the level of involvement, including approvals, missed dates and other tasks and milestones.

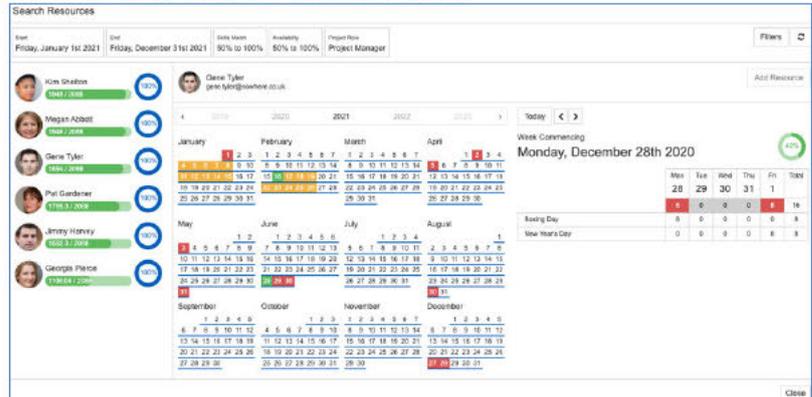
Users can be notified of any changes or updates to any field within the system, including risks. This applies to every field within a risk so nominated users are always notified immediately relevant changes are made by others. Common notifications are, but aren't limited to, a change to the 'proximity date' or 'current risk rating' of a risk.

Resource Management

Verto 365 contains comprehensive resourcing functionality which has been designed to ensure you can find the right people for your projects based on availability, skill set and any other information you want to use.

Verto 365 gives you the ability to search across all your resources to see who's available, who's been allocated to which project(s) and when they may be overallocated.

You can search on any criteria you need, be it job title, team, project role, location, specific skill etc., Verto 365 supports your own views/groupings of the resource pool. You can plan as far ahead into the future as you need so you can avoid clashes.



The main resourcing page gives you an 'at a glance' view of a person's allocations across an entire year, making it easy to identify issues and resolve them ahead of time.

If needed you can then review each person individually to ensure you have the right person for the job.

Individual rates are then calculated so you can get a true picture of the cost of your project. Used in conjunction with the timesheets module you'll be able to see the expected and actual costs of all the time spent.

The screenshot shows the 'Filters' and 'Tags' interface. The 'Filters' section on the left includes: Period (01/01/2021 to 31/12/2021), Skills Match (50%), Availability (50%), Users, Organisation (Please select...), Project Role (Business Analyst X), Technical Competencies (Please select...), Behavioural Competencies (Please select...), Location (London X), Band (Band A X), Employment Type (Permanent Full Time X), and FTE Available to Work (Please select...). The 'Tags' section on the right shows a profile for Karen Delgado with tags for Project Role (Business Analyst), Location (London), Organisation (Please select...), Project Role (Business Analyst X), Technical Competencies (Assurance X, Frameworks & Methodologies X, Quality Management X, Solutions Development X), Behavioural Competencies (Collaboration X, Credible Action X, Working with Ambiguity X), Location (Please select...), Band (Band A X), Employment Type (Permanent Full Time X), and FTE Available to Work (Please select...). A 'Close' button is at the bottom right.

Restrictions can be placed throughout the system, so users will only ever see what is relevant to them. For example, administrators can choose to restrict a user's access from a particular stage, or even to the reports section of the system if required. Verto can be accessed using browsers on mobile devices.

Credentials

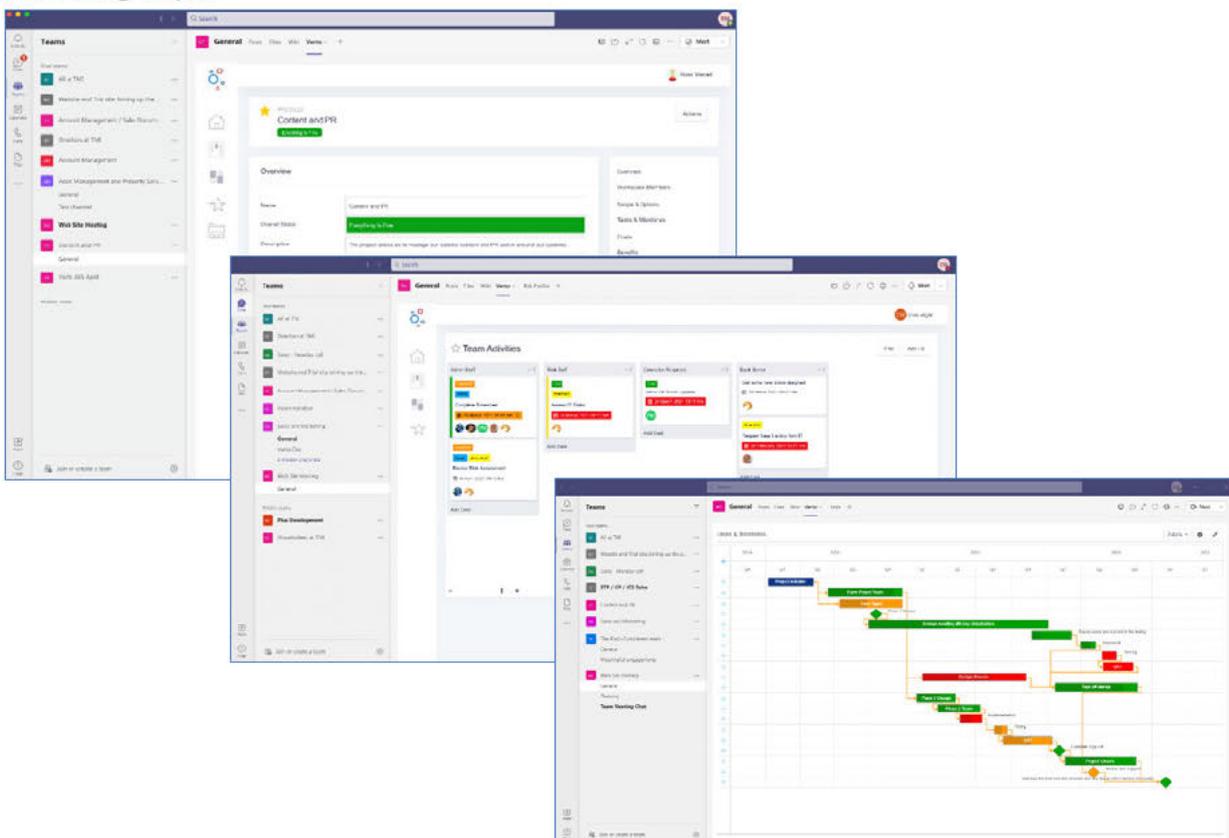
Our preferred method of authenticating credentials is using Single Sign On where we delegate the authentication process to the customer's active directory. Where this is not possible users can provide username/password with 2 factor authentication.

Integrations

Verto can be integrated with any accessible system. Our integrations are typically tailored to suit the competing requirements of each client. We have integrated with numerous financial systems (SAP, Agresso, Oracle) as well as numerous identity providers (including active directory) and timesheet management systems.

Verto 365 can be fully embedded within Microsoft Teams. This allows users to manage projects, end to end, within MS Teams without the need to leave their Office 365 suite of tools or log into another system. The synchronised calendar allows for items such as project tasks, milestones, risks, and issues to be overlaid within the same diary of events and meetings in your MS Teams calendar view. Synchronised document storage allows you to continue managing your documents within SharePoint via Verto 365 and MS teams.

Multiple Kanban boards and dashboards can be added to each project directly within MS Teams, extending collaboration opportunities and providing management information at the user's fingertips.



External Forms

External forms are used to gather data into Verto 365 that is initially generated outside of the system. Examples would be project idea forms, funding applications and company engagement forms. These submissions can be completed by anyone, they don't need to be a Verto 365 licence holder, so the possibilities are wide-ranging.

Those who complete these external forms will receive an email upon starting a form with a link to give them direct access to pick up where they left off, so they don't have to complete the form in a single sitting. These forms would be configured by your administrators using the same 6,000 plus fields available when configuring stages within Verto 365, this means they'll always perfectly suit your requirements.

All the data submitted will be added directly to the Verto 365 database which means there's no need for re-keying anything, no duplication of effort. It's all reportable and can progress through the normal project stages if needs be.

Cost and licencing model

Verto 365 is an entirely cloud-based work collaboration platform available via user licences. User licences are available either on a perpetual licence purchase or an annual licence basis. The licence purchase option provides the lowest cost of ownership for organisations using the service after 2 years. All user licences can be assigned and reassigned to individuals both inside and outside of the organisation as often as required.

As organisations increase their user base the cost of user licences previously purchased or rented are deducted from the cost of new licences.

Timelines

Verto 365 is a cloud-based SaaS system meaning there is no need for anything to be installed at the client site. The client organisation will have access to two Verto 365 sites (Test and Live), both of which will be accessible from any device with an internet connection. Whilst new sites are provided 'ready to use' and can be tailored to suit the needs of the client organisation. Working closely with new clients, the development of a comprehensive timeline will be delivered.

Whilst new sites are provided 'ready to use' and can be tailored to suit the needs of the client organisation. Working closely with new clients, the development of a comprehensive timeline will be delivered.

A typical Verto implementation is made up 4 key phases:

Phase	Summary
Start Up	During this phase we will work with the client organisation to agree timelines, understand processes and critical success factors. A comprehensive training packages is also delivered in this phase.
System Build	During this phase the client organisation will be supported to configure Verto to meet specific requirements. End user acceptance testing and data migration is also delivered in this phase.
Go live	During this phase the reconfigured site will be copied to the Live site, ready for the client organisation to rollout. End user training is also delivered in this phase.
Post Implementation	During this phase we will work with the client organisation to review the critical success factors and discuss any future needs. Provision of support and consultancy is available help embed and grow Verto across the client organisation. Review meetings will continue to ensure that Verto continues to meet client organisation needs.

The Verto System

The Verto Hosted platform is run in the Amazon Web Services (AWS) environment. ALL data is hosted and processed in their London datacentre. AWS hold ISO9001 and ISO 270001 certifications. Full details of the hosting provider can be supplied on request. Limited API access is available for the uploading of financial (invoice) records from corporate finance systems.

Verto is an entirely Microsoft Windows based platform. An architecture diagram can be supplied on request.

2. Information Assurance

Verto data is housed in a UK Tier 3+ datacentre. All data is encrypted in transit using a minimum of TLS1.2 over an HTTPS connection, the nature of the data held is almost universally OFFICIAL and below. No personally identifiable data is held within the database.

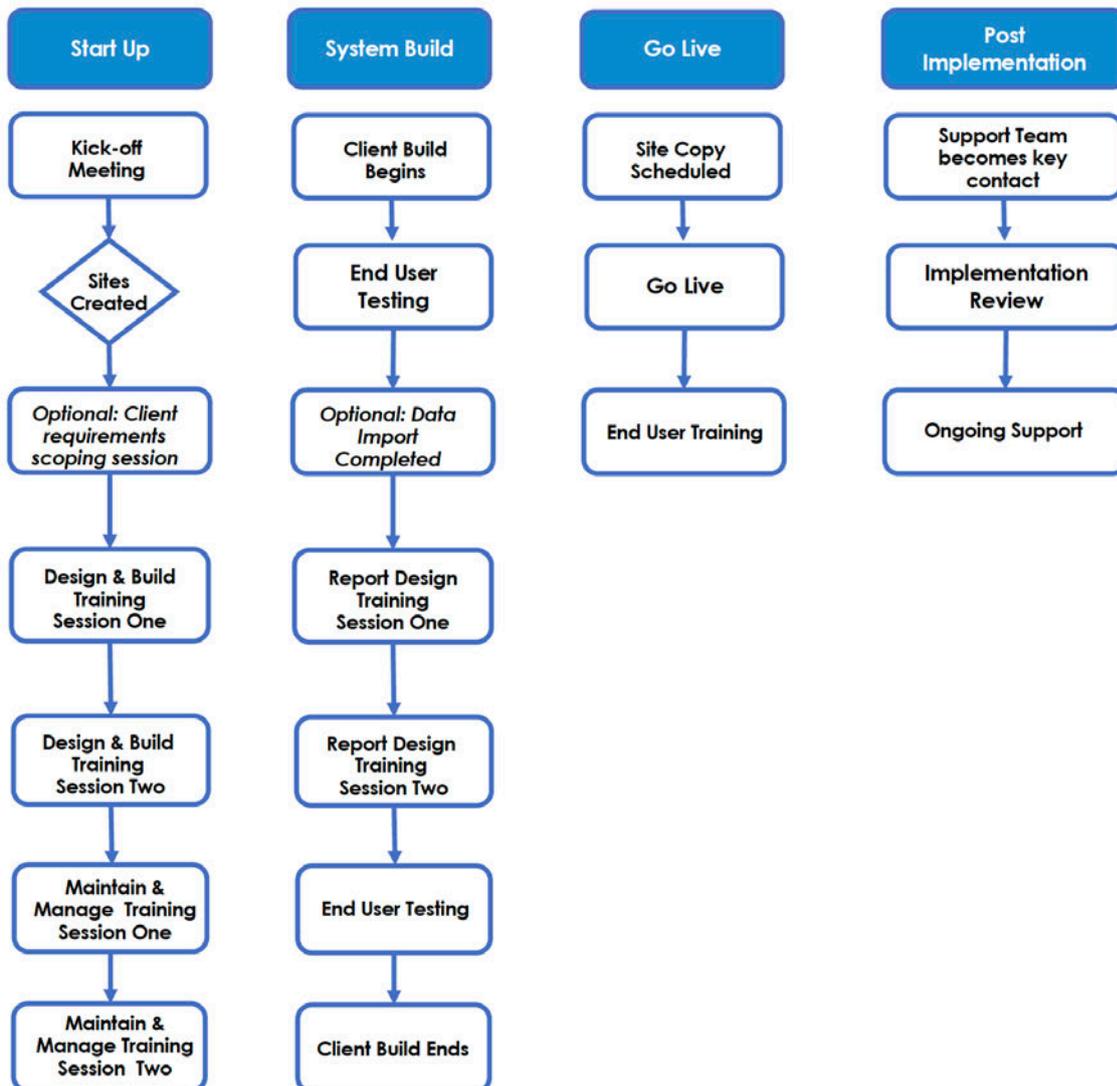
3. Backup / Restore and Disaster Recovery

Details of the backup/restore processes can be found in Appendix C - Verto Technical Platform. TMI Systems have a disaster recovery plan that is available on request.

4. On-boarding and Off-boarding processes/scope etc.

4.1. On-boarding Process

The On-boarding Process follows the Verto Implementation Process, which consists of the following steps:



4.2. Off-boarding Process

At the end of any agreement with a Customer, TMI Systems would return all data to the Customer in the form of a SQL Server 2019 (or whatever the currently implemented version of SQL Server is) backup files (Live and Test). These databases would then be deleted from our production systems. Backups of the Customer’s databases would be stopped on the date of

termination; however, our backup retention policy of 3 months means that the Customer's data would not be fully eradicated from our backup servers until 3 months had elapsed. This backup will be compressed and made available on our sftp servers for download within 48 hours of contract termination.

We would suggest a provision is made for at least 1-2 service days to cover the following activities:

1. Raise change requests to remove instance
2. Remove Test and Live sites, including configurations from Production Servers
3. Take final backup of Live database.
4. Take final backup of audit database.
5. Remove Test database from production servers
6. Remove Production database from production servers
7. Remove Production mirror from reporting database servers
8. Remove Reporting configuration and reports
9. Remove databases from backup schedules
10. Remove nearline backup schedule
11. Compress and copy production backup to SFTP server
12. Create SFTP user for client (limit access to single folder contain gin backup)
13. Inform Client of SFTP username/password
14. Once download has completed remove backup and store in archive area for 30 days
15. 30 days later – remove archive backup

5. Pricing

5.1. Unit based pricing model

Verto 365 has a plan for any sized team. You can access Verto 365 quickly and easily from a web browser and directly within Microsoft Teams. Verto 365 Workspaces, Workspaces+ and Project are all available to use immediately. Verto 365 Pro is a fully configurable work collaboration and programme management solution providing advanced project management features such as resource management and performance planning. It is available on a perpetual licence purchase or annual service rental basis. The licence purchase option provides the lowest cost of ownership for organisations using the service for 3 or more years. There is a one-time cost for the licence with an annual recurring cost of 35% which covers annual support, hosting and software updates.

(This charge may be increased by up to 10% pa in subsequent years.)

5.2. Aggregated billing options

The user level price model is flexible allowing organisations to use the service as required for example, in specific departments or with partner agencies.

5.3. Minimum Contract/Billing Period

The minimum contract period is a 1 year.

5.4. Free option

A free service is available. Please see our price list for further information.

5.5. Trial Option

A pilot option is available to clients who wish to evaluate the service for up to 20 users for 30 days.

5.6. Termination costs

There are no termination costs for Verto

5.7. Supplier contract terms jurisdiction

Our standard terms and conditions are enclosed together with a service level agreement. The system can be accessed by any nominated user on behalf of the purchasing organisation within the UK. (Appendix A – TMI Systems Contract and Appendix B – TMI Systems SLA)

5.8. Payment Options

Our standard payment terms are 30 days from invoice.

6. Service management details

6.1. Technical boundaries/interfaces of the service.

All technical interfaces are fully documented and available on request.

6.2. Services available to other suppliers.

No services are available to other suppliers.

6.3. On-boarding process.

Please see section 4.1.

6.4. Off-boarding process.

Please see section 4.2.

6.5. Data extraction/removal criteria.

TMI will provide a copy of a customer's database within 24 hours on request. TMI will remove any data from the customer database upon receipt of an official request to do so. Please see section 4.2 (off-boarding) for details on removal of data at the end of contract.

6.6. Data processing and storage locations.

All customer data is stored and processed in the AWS Datacentre in London, UK and is encrypted both in transit and at rest.

6.7. Data location option can be defined by user.

There is no option for the data location to be defined by the user – All data is held in a UK datacentre, see 6.6, 6.9 & 6.10

6.8. Data held in Safe Harbour.

Not Applicable

6.9. Data centre(s) used adhere to best practices described by the EU Code of Conduct for Data Centre Operations

The Data Centre is designed and built to meet rigorous compliance standards across all of the territories in which it operates including the EU Conduct for Data Centre Operations. Further details on their compliance status can be found here:

<https://aws.amazon.com/compliance/?nc=sn&loc=3>

6.10. Data centre tier.

All hosting services are provided by AWS. Their Data Centres align themselves to Tier 3+ but are closer to Tier 4.

6.11. Support boundaries/interfaces of the service.

Support is via a dedicated helpdesk; details can be found in Section 8.

6.12. Service roadmap.

The roadmap for the service can be provided on request and is updated on a quarterly basis.

6.13. Performance attributes.

Please see Section 8.

6.14. Backup & Disaster Recovery.

Please see Section 3.

6.15. Support service provided.

Please see Section 8.

6.16. 'Real time' management information.

Verto provides real-time reporting across all data held within the database.

6.17. Reports include each billed unit.

Reports are tailored to the requirements of the end user and so may or may not include each billed unit, depending on user requirements.

6.18. Self service provisioning/de-provisioning.

Administration users can modify the way in which data is presented to users and so can provision new functions within the application. TMI must be used to provision new instances of the application or new stages. See section 7.2 for further details on user customisations.

6.19. Indicative time for provisioning/de-provisioning.

24 hours.

6.20. 3rd party service monitoring tool access.

Many of our customers point their monitoring tools at the Verto landing page since it is cloud based. This allows them to verify that the service is up.

6.21. Service Desk can be used by 3rd party suppliers for their services.

No Service Desk provision is available for 3rd party suppliers.

7. Service constraints

7.1. Maintenance Windows

Planned maintenance and upgrades are performed out of hours (18:00 – 08:00) or at weekends.

Any planned maintenance which must be completed during normal working hours will be notified to the customer at least 48 hours in advance.

7.2. Level of Customisation Permitted

The Verto application allows the Customer's Verto Administrators to customise the following elements:

- Number and Names of Gateways
- Gateway Navigation Items
- Navigation Item Fields
- Navigation Item Field Names
- Fields – Mandatory and / or Read Only
- Lookup Tables
- Tags
- User Permissions

The initial customisation is performed during the implementation stage by TMI working with the customer. Verto Administrator training covers all aspects of customisation allowing the administrator to make their own changes if required.

7.3. Schedule for deprecation of functionality/features

Each new release of Verto is supplied with a comprehensive list of functions that have been added/removed. Where it is the intention of TMI to deprecate a feature, the notification for this

is published along with the release notes. Users have a minimum of 6 months to migrate data away from deprecated features.

8. Service Levels

8.1. Service Availability

Web Applications hosted by TMI Systems Ltd have a guaranteed uptime of 99% 24 x 7 x 365. The service availability of the Data Centre used by TMI Systems is 99.99% 24 x 7 x 365.

8.2. Support Hours

Help Desk – 8:30 a.m. – 5:30 p.m. Monday – Friday

Faults can be reported via email or phone and are logged on the TMI CRM system which allocates a unique reference and records the customer and individual raising the fault in addition to the description of the fault, etc.

Faults are given the highest priority and are aimed to be fixed within 60 minutes where possible.

This support is in place for as long as the customer has annual maintenance cover.

Requests for bug fixes, routine maintenance upgrades, 'legislative' upgrades, enhancements, release of new functionality are logged on the TMI CRM system which allocates a unique reference and can be made by email or phone.

Bug fixes, routine maintenance upgrades, and 'legislative' upgrades are released on a periodic basis and are all covered by the annual maintenance agreement.

Enhancements are collated and reviewed and if a request for functionality is unique to a customer, a quote for the work will be supplied. Where requests for enhancements are considered to be beneficial for other customers, these are added to the TMI log and scheduled for development. No charge is associated for these enhancements.

9. Financial recompense model for not meeting service levels

Our standard terms and conditions and service level agreement are enclosed. No formal compensation model exists in the event of service levels not being met. Any compensation would be agreed with the client on a case by case basis.

10. Training

Training is primarily focused using a "Train the Trainer" approach. The standard training package consists of 3 modules:

Module One

The first training module delivered to system administrators is focused on the system *design and build process*. The module is delivered via two separate **online** sessions.

Module Two

The second training module delivered to system administrators is focused on the *system maintenance and management* processes. The module is delivered via two separate **online** sessions.

Module Three

The final training module delivered to system administrators is focused on *output reporting*. The module is delivered via two separate **online** sessions

Client organisations can request further training i.e., End User Training if this is beneficial to the implementation process. Training is delivered on-line and tailored to the audience.

Training materials are provided as well as access to an easy-to-follow online resource area (The Knowledge Hub) containing guidance, articles and videos. Help and advice can be given to support any guidance notes that the client organisation may wish to produce. These documents can be stored in the generic Verto folder for easy access.

To assist end users with learning, within Verto, on-screen help and tips can be added either at screen level or at individual field level. A link to the Knowledge Hub is also provided.

In addition, a newsletter is sent to Verto Administrators informing them of new upgrades.

11. Ordering and invoicing process

The Verto service is normally supplied on receipt of a Purchase Order or emailed order confirmation. Payment terms are 30 days following invoice.

12. Termination terms

The Verto service can be terminated at any time by the client. No specific notice period is required; terms and conditions and service level agreement are enclosed (Appendix A – TMI Systems Contract and Appendix B – TMI Systems SLA).

12.1. By consumers (i.e. consumption)

Should the service be terminated by either party, all client data will be returned directly.

Please also see section 4.2

12.2. By the Supplier (removal of the G-Cloud Service)

Should the service be terminated by either party, all client data will be returned directly

Please also see section 4.2

13. Data restoration / service migration

Wholesale restoration of a customer database has a target SLA of 4 hours, please see Appendix C - Verto Technical Platform. Where users request the restoration of individual data elements, the full audit capabilities of the application allow users to restore project data to any previous save point.

Where users are seeking to migrate away from the Verto service, the off-boarding process is followed see section 4.2 above.

14. Consumer responsibilities

Consumers should follow standard guidelines for Password Security and follow Data Protection guidelines.

15. Technical requirements

Please request Appendix C - Verto Technical Platform.

16. Details of any trial service available.

A 30-day free trial service is available via the website following registration for an online demonstration.

17. Specialist Cloud Services.

TMI Systems offer Verto software which is a hosted service (SaaS) and which can be used to manage work collaboration and project management across the organisation.

TMI Systems are also able to offer the following support services:

- Design Authority
- Project / Programme Management
- Business Analysis
- Design and Development
- Testing
- Project Specification and Selection
- Service Integration
- Deployment
- Transition Management (including rapid inter cloud service data/service migration)
- Service Management
- User Management
- Training
- Editorial

Appendix A – TMI Systems Contract.

AGREEMENT FOR THE SUPPLY OF SOFTWARE SOLUTIONS

Terms and Conditions for the supply of software to clients (“conditions”)

1) Definitions

- 1.1 “Project Specification” means a brief description of the work undertaken by TMI Systems Ltd and if the project will include milestones and payment upon completion of such milestones.
- 1.2 “Business Day” means any day which is not a Saturday, a Sunday or a public Holiday in England and Wales.
- 1.3 “TMI Systems” represents a partnership of fully qualified and diligent Information technology consultants.
- 1.4 “Client” means the person, firm, unincorporated association or corporate body to whom TMI Systems shall provide the specified software to.
- 1.5 “TMI Systems fees” means the sum payable to TMI Systems by the client for the agreed work in accordance with the applicable rates set out in the specification sheet, plus VAT where applicable.
- 1.6 “Contract” means the agreement relating to the provisions provided by TMI Systems to carry out the specified work to the named client.

2) Contract

- 2.1 This contract governs the agreement between TMI Systems Ltd and the named client (overleaf) hereby TMI Systems provides the client with the Specified software and or technological solutions.
- 2.2 No variation of or alteration to this contract shall be valid unless approved by a partner of TMI Systems in writing.
- 2.3 Unless otherwise agreed in writing by a partner of TMI Systems, this contract shall prevail over any terms of business or purchase conditions proffered by the client.

3) Fees and Payment

- 3.1 TMI Systems’ fees are 100% to be paid on commencement of this agreement as signed for by both parties unless milestone payments have been specified and agreed to.
- 3.2 TMI Systems shall render invoices in accordance with the provisions of Clause 3.1

4) Confidentiality

- 4.1 In order to protect the confidentiality and trade secrets of TMI Systems and without prejudice to any other duty to keep secret information given to or gained by the client in confidence the client agrees –
 - (a) Not at any time, whether during the said agreed work (unless expressly authorised by TMI Systems in writing or as otherwise required by law) to disclose to any other person or to make use of trade secrets or confidential information of TMI Systems or its associated companies other than in relation to any information which is deemed confidential or a trade secret and is already known to the client prior to the commencement of the said agreed work or which is already in the public domain;
- 4.2 In order to protect the confidentiality and trade secrets of the client and without prejudice to any other duty to keep secret information given to or gained by any TMI Systems consultant gained in confidence, TMI Systems shall procure that it’s consultants shall agree:
 - (a) Not at any time, whether during or after the said agreed work (unless expressly authorised by the client in writing or as otherwise required by law) to disclose to any person or to make use of the trade secrets or confidential information of the client or its associated companies other than in relation to any information which is deemed confidential or a trade secret and is already known to TMI Systems or a consultant prior to commencement of the said agreed work or which is already in the public domain.

5) Copyright & Conditions of data

- 5.1 All Intellectual property rights in the data contained in the service (‘the data’), the software (‘the software’) and in any documentation accompanying the service (‘the documentation’) are owned by TMI Systems or its suppliers and is protected by copyright as in Copyright, designs and patents Act 1988. The “client” shall retain ownership at all times of data entered into and transferred into the “software”.

- 5.2 All Intellectual property may only be accessed or distributed by the users specifically and expressly agreed by TMI Systems
- 5.3 TMI Systems reserve the right to retain all intellectual property rights as herein stated copyright of all software (including any images, "applets", photographs, animations, video, audio and text incorporated into the SOFTWARE) and database rights.
- 5.4 The client or any other persons may not rent, lease, transfer or distribute the SOFTWARE without expressed authorisation from TMI Systems.
- 5.5 TMI Systems are not responsible for the availability of access to our products and you are expected to ensure that your hardware and software if applicable are capable of effectively accessing the product and or services TMI Systems has provided. You are also advised to use appropriate anti-virus software where applicable before and during access to products and services.
- 5.6 In the unlikely event of insolvency as defined in *Insolvency Act 1986 as amended 1994* TMI Systems will transfer the intellectual property rights of the agreed specified SOFTWARE or database rights to the client.
- 5.7 The client, its employees, agents or any of their associates must take appropriate technical and organisational measures to protect the data against accidental or unlawful destruction and accidental loss and against unauthorised alteration or disclosure, or any other unauthorised form of processing.
- 5.8 TMI Systems are not liable whatsoever legally or otherwise for any consequential liability caused by use, misuse, loss, or theft within the system whether caused accidentally, unlawfully or negligently by the Client, its employees, agents or any of their associates.
- 5.9 The Client must provide a suitable level of security with respect to integrity, the nature of the data and the potential risks involved.

6) Liability

- 6.1 The following provisions set out the entire financial liability of TMI Systems (including liability for the acts or omissions of its consultants, or such other employees or agents) to the client in respect of any breach of these conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with the contract or any work pursuant to the contract.
- 6.2 TMI Systems total aggregate liability in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the total fees paid by the client to TMI Systems in respect of the work outlined in the project specification *only*; and
 - (a) TMI Systems shall not be liable to the client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract or any work pursuant to the contract.
- 6.3 The client hereby acknowledges and agrees that the limitation of liability set out herein in this clause 6 are reasonable and fair for a contract of this nature between the parties.

7) Restriction

- 7.1 This contract is personal to the client who may not assign it or any rights herein, or delegate or sub-contract the performance of any of its obligations hereunder, except as provided herein with TMI Systems's written permission.
- 7.2 This contract and the other documents referred to herein constitute the entire agreement between the parties relating to the transactions contemplated by this contract and supersede and extinguish all previous agreements, arrangements and undertakings between the parties in respect of the subject matter hereof.
- 7.3 The contract may be executed in either one or two counterparts, all of which taken together shall constitute one and the same instrument. The execution by a party of one or more counterparts shall constitute execution by that party of this contract for all purposes.

8) Force Majeure

- 8.1 If any party is totally or partially prevented or delayed in the performance of any of its obligations under the pursuant to this Agreement by force majeure and gives written notice thereof to the other party specifying the matters constituting force majeure and the period for which it is estimated that such prevention or delay will continue, together with such evidence as it is reasonably can give, the party so prevented or delayed shall allow a fair and reasonable extension for completion of this Agreement upon the happenings of any such event causing delay, if any circumstance arises which renders it impossible or illegal for either party to fulfil his contractual obligations, or if there is an outbreak of war then this agreement will be duly terminated.

- 8.2 In this agreement "Force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from a or is attributable acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, telecommunications or utilities failure, fire or flood.

9) General Provisions

- 9.1 No waiver by either party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other term or condition.
- 9.2 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this contract and the remainder of the provisions in question shall not be affected thereby.

10) Law

- 10.1 This contract shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

Appendix B – TMI Systems SLA



Service Level Agreement

Software Service Level Agreement

This Service level agreement covers the provision of annual support and maintenance and annual hosting for the Verto Software as a Service application. "Initial Maintenance Period" means a fixed period of 12 months commencing on the date of activation of the Software to the Customer; "Extended Maintenance Period" means a recurring period of 12 months commencing on the day following the expiry of the Initial Maintenance Period ("the Commencement Date") and thereafter on the relevant anniversary of the Commencement Date;

"Maintenance Period" means the Extended Maintenance Period or the Initial Maintenance Period.

1.1 Subject to these terms and conditions and in consideration of the Agreement to supply software solutions by TMI Systems Ltd.

1.2 Subject to clauses 1.3 and 1.4, TMI Systems Ltd. shall provide and the Customer shall be obliged to pay the Maintenance Charge (as defined in Agreement to supply software solutions) and shall receive the Maintenance Services during the Extended Maintenance Period until the Customer gives notice to TMI Systems Ltd. as provided for in clause 1.4, subject always to the provisions for earlier termination provided in these terms and conditions.

1.3 Notwithstanding clause 1.2, TMI Systems Ltd. may elect not to provide the Maintenance Services during any Extended Maintenance Period by giving notice to the Customer not later than 60 days prior to the expiry of the previous Maintenance period.

1.4 The Customer may elect not to receive the Maintenance Services during any Extended Maintenance Period by giving notice to TMI Systems Ltd. not later than 60 days prior to the expiry of the previous maintenance period

1.5 For the avoidance of doubt, if the Customer does not give notice to TMI Systems Ltd. as provided for in clause 1.4 the Customer shall be invoiced for the provision of the Maintenance Services during the next Extended Maintenance Period in accordance with clause 1.8

1.6 The minimum cost per annum for the Maintenance Services during each Extended Maintenance Period ("the Maintenance Charge") shall be stated on the Agreement for the supply of software solutions. TMI Systems Ltd. shall in its discretion be entitled to increase the Maintenance Charge annually and the Maintenance Charge payable shall be the amount stipulated on the invoice issued in accordance with clause 1.8.

1.7 If TMI Systems Ltd wishes to increase the Maintenance Charge by more than 5%, it shall notify the Customer of its intention to make such a change not less than 30 days prior to the expiry of the preceding Extended Maintenance Period.

1.8 Unless notice is given by the Customer in accordance with clause 1.4 an invoice in respect of the Maintenance Charge will be issued in the month prior to the expiry of the Initial Maintenance Period or the preceding Extended Maintenance Period as appropriate. Payment of the Maintenance Charge shall be made to TMI Systems Ltd. without set off or counterclaim within 28 days of the date of the invoice.

Annual Support and Maintenance

Help Desk – 8:30 a.m. – 5:30 p.m. Monday – Friday (excluding bank holidays)

Tel: 0204 526 5925 email: support@vertocloud.co.uk

Support questions can be reported via email or phone. Any calls or emails that cannot be immediately resolved are dealt with on a first come first served basis. Notification of the resolution will be set via email.

Faults (System Unavailable) are given the highest priority and are aimed to be fixed within 60 minutes where possible. The following table further outlines response times:



Service Level Agreement

Priority	Description / Nature	Initial Response	Target Resolution
P1	System Unavailable or >75% of users unable to access.	15 minutes	1 Hour
P2	Significant fault. Multiple users affected. System available but degraded.	15 minutes	4 Hours
P3	Minor fault, e.g. display issues.	20 minutes	2 Days
P4	Enhancement. Request for new functionality	1 Hour	N/A

Upgrades

Product upgrades will be available when new functionality is added to the software or new statutory requirements have been issued. These updates will be part of a controlled release procedure determined by TMI Systems and are covered by the annual support and maintenance fee

Where a request for enhanced or new functionality has been requested by a customer, TMI Systems Ltd. will endeavour to add this functionality to the standard product where appropriate.

The upgrades / enhancements will be distributed to all customers on our hosted platform at the same time and will not require end user intervention. Wherever possible, changes to the production platform are notified 7 days in advance. Sometimes for operational reasons (such as security patches, or system faults) it is necessary to change the production platform without notice – in this case users are notified retrospectively.

Change Control Process

In order to ensure that the TMI Systems Ltd. applications function as described, a Change Control process operates. A customer should contact TMI Systems Ltd with a request for a change to the existing functionality. The change could fall into one of three categories:

- Bug
- Enhancement
- New Functionality

As much detail as possible to support the request should be provided and any screen shots, etc, emailed to TMI Systems Ltd. On receipt, the request will be added to the TMI Systems Ltd. request list and a reference number will be allocated. All requests will be analysed to access any impact on the existing application.

An analysis of the request will be undertaken and, where a charge may be made for new functionality, this will be discussed with the customer prior to any work commencing. If the request is chargeable, on receipt of written approval, work will commence and the enhancement will be released in line with TMI Systems Ltd. procedures. Any bugs reported will follow the same procedure as above, but will be treated as the highest priority and fixed at zero cost.

All software updates are released to each client's Verto test site in the first instance prior to approval and release to their live site.

Data, backups and return

All customer data is stored within the EU and has a nightly backup cycle of 90 days. It is therefore possible for a customer to recover their data to the close of business on any day in the past 90 days. Client data can be returned within 7 days as a SQL server backup in the version of SQL server currently being used by the Verto platform.

Service Availability

Software as a Service Applications hosted by TMI Systems Ltd will have an uptime of 99.999% during core business hours (0900-1730 Mon-Fri). Outside of core business hours this service level drops to 99.8% to allow downtime for system upgrades. The service availability of the Data Centre used by TMI Systems is 99.999% 24 x 7 x 365.

Appendix C – Verto Technical Platform. Available on request.

Terms and Conditions

These Terms are binding on any use of the Service and apply to You from the time that TMI Systems provides You with access to the Verto Service

These Terms were last updated on 23rd October 2015

The Verto Service will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Verto Service. TMI Systems reserves the right to change these terms at any time, effective upon the posting of modified terms and we will make every effort to communicate these changes to You via email or notification via the Website. It is likely the terms of use will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

1/ Definitions

“Agreement”	means these Terms of Use.
“Access Fee”	means the monthly or annual fee (excluding any taxes and duties) payable by You in accordance with the fee schedule set out on the Website (which TMI Systems may change from time to time on notice to You).
“Confidential Information”	includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.
“Data”	means any data inputted by You or with Your authority into the Website.
“Intellectual Property Right”	means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
“Service”	means the online work collaboration services (as may be changed or updated from time to time by TMI Systems) via the Website.
“Website”	means the Internet site at the domain www.VertoCloud.co.uk and VertoCloud.com and any other site operated by TMI Systems Limited.
“Verto” & TMI Systems	means Verto; Verto ^{Go} , Verto ^{Pro} and VertoCloud, means TMI Systems Limited registered in the UK.
“Invited User”	means any person or entity, other than You, that uses the Service with the authorisation of You from time to time.
“Subscriber”	means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.
“You”	means the Subscriber, and where the context permits, an Invited User. “Your” has a corresponding meaning.

2/ Use of software

TMI Systems grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between You and the Invited Users, or any other applicable laws

1	the Subscriber determines who is an Invited User and what level of user role access to the relevant organisation and Service that Invited User has;
2	the Subscriber is responsible for all Invited Users’ use of the Service;
3	the Subscriber controls each Invited User’s level of access to the relevant organisation and Service at all times and can revoke or change an Invited User’s access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
4	if there is any dispute between a Subscriber and an Invited User regarding access to any organisation or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

3/ Your obligations

1	<p>Payment obligations: An invoice for the Access Fee will be issued each year starting from the date You added Your first organisation to Your Verto account but immediately following any trial or evaluation period agreed. Verto will continue invoicing You annually until this Agreement is terminated in accordance with clause 8. All Verto invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. You must pay all amounts specified in any invoice within 10 days of the invoice date. You are responsible for payment of all taxes and duties in addition to the Access Fee.</p>
2	<p>Preferential pricing or discounts: You may from time to time be offered preferential pricing or discounts for the Access Fees as a result of the number of users that You have added to the Service or that have been added with Your authority or as a result of Your use of the Service (Users). Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Access Fees in relation to all of Your users. Without prejudice to any other rights that Verto may have under these Terms or at law, Verto reserves the right to render invoices for the full (non-discounted) Access Fees due or suspend or terminate Your use of the Service in respect of any or all of Your users in the event that any invoices for those Access Fees are not paid in full by the due date for payment.</p>
3	<p>General obligations: You must only use the Service and Website for Your own lawful internal business purposes, in accordance with this Agreement and any notice sent by TMI Systems or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.</p>
4	<p>Access conditions: a. You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify TMI Systems of any unauthorised use of Your passwords or any other breach of security and we will reset Your password and You must take all other actions that TMI Systems reasonably deems necessary to maintain or enhance the security of TMI Systems computing systems and networks and Your access to the Services. b. As a condition of these Terms, when accessing and using the Services, You must:</p> <ul style="list-style-type: none"> • i. not attempt to undermine the security or integrity of TMI Systems computing systems or networks or, where the Services are hosted by a third party, that third party’s computing systems and networks; • ii. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website; • iii. not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted; • visit our Website. • iv. not transmit, or input into the Website, any: files that may damage any other person’s computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and • v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

5	<p>Indemnity. You indemnify TMI Systems against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to Vertocloud, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by You.</p>
---	--

4/ Confidentiality and privacy

1.	<p>Confidentiality: Unless the relevant party has the prior written consent of the other or unless required to do so by law:</p> <ul style="list-style-type: none"> • a. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.. • b. Each party's obligations under this clause will survive termination of these Terms. • c. The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which: <ul style="list-style-type: none"> • i. is or becomes public knowledge other than by a breach of this clause; • ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; • iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or • visit our Website. • iv. is independently developed without access to the Confidential Information.
2.	<p>Privacy: TMI Systems maintains a privacy policy that sets out the parties' obligations in respect of personal information . You should read that policy (on this website) and You will be taken to have accepted that policy when You accept these Terms.</p>

5/ Intellectual property

1.	<p>General: Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of TMI Systems (or its licensors).</p>
2.	<p>Ownership of Data: Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the Vertocloud Access Fee when due. You grant TMI Systems a license to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.</p>
3.	<p>Backup of Data: You must maintain copies of all Data inputted into the Service. TMI Systems adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. TMI Systems expressly excludes liability for any loss of Data no matter how caused.</p>

6/ Warranties and acknowledgements

1.	<p>Authority: You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting You own personal obligations under these Terms.</p>
2.	<p>Acknowledgement: You acknowledge that:</p> <ul style="list-style-type: none"> • a. You are authorised to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person You have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to You through You use of the Website and the Services (whether that information and Data is You own or that of anyone else). • b. TMI Systems has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than You self (whether a body corporate or otherwise) You agree that: <ul style="list-style-type: none"> • i. You are responsible for ensuring that You have the right to do so; • ii. You are responsible for authorising any person who is given access to information or Data, and You agree that TMI Systems has no obligation to provide any person access to such information or Data without You authorisation and may refer any requests for information to You to address; and • iii. You will indemnify TMI Systems against any claims or loss relating to: <ul style="list-style-type: none"> • i. refusal to provide any person access to You information or Data in accordance with these Terms, • ii. TMI Systems making available information or Data to any person with You authorisation. • c. The provision of, access to, and use of, the Services is on an "as is " basis and at You own risk. • visit our Website. • d. TMI Systems does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. TMI Systems is not in any way responsible for any such interference or prevention of You access or use of the Services. • e. It is Your sole responsibility to determine that the Services meet the needs of You business and are suitable for the purposes for which they are used.
3.	<p>No warranties: TMI Systems gives no warranty about the Services. Without limiting the foregoing, TMI Systems does not warrant that the Services will meet You requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.</p>
4.	<p>Consumer guarantees: You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.</p>

7/ Limitation of liability

1.	<p>To the maximum extent permitted by law, TMI Systems excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.</p>
2.	<p>If You suffer loss or damage as a result of TMI Systems negligence or failure to comply with these Terms, any claim by You against TMI Systems arising from TMI Systems negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by You in the previous 12 months.</p>
3.	<p>If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.</p>

8/ Termination

1.	<p>Trial policy: When You first sign up for access to the Services You can evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. If You choose to continue using the Services thereafter, You will be billed from the day You first added Your billing details into the Services. If You choose not to continue using the Services, You may delete Your organisation in Vertocloud.</p>
2.	<p>No-fault termination: These Terms will continue for the period covered by the Access Fee paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Access Fee when due, unless either party terminates these Terms by giving notice to the other party at least 30 days before the end of the relevant payment period. If You terminate these Terms You shall be liable to pay all relevant Access Fees on a pro-rata basis for each day of the then current period up to and including the day of termination of these Terms.</p>
3.	<p>Breach: If You:</p> <ul style="list-style-type: none"> • a. breach any of these Terms (including, without limitation, by non-payment of any Access Fees) and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied; • b. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.4 or any payment of Access Fees that are more than 30 days overdue); or • c. You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction, <p>TMI Systems may take any or all of the following actions, at its sole discretion:</p> <ul style="list-style-type: none"> • d. Terminate this Agreement and You use of the Services and the Website; • e. Suspend for any definite or indefinite period of time, You use of the Services and the Website; • f. Suspend or terminate access to all or any Data. • g. Take either of the actions in sub-clauses (d), (e) and (f) of this clause 8(4) in respect of any or all other persons whom You have authorised to have access to Your information or Data. <p>For the avoidance of doubt, if payment of any invoice for Access Fees due in relation to any of Your Billing Contacts, Billing Plans or any of Your Users (as defined at clause 3) is not made in full by the relevant due date, TMI Systems may: suspend or terminate Your use of the Service, the authority for all or any of Your Users to use the Service, or Your rights of access to all or any Data.</p>

9/ Help desk

1.	<p>Technical Problems: In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting Vertocloud. If You still need technical help, please check the support provided online by Vertocloud on the Website or failing that email us at support@Vertocloud.co.uk</p>
2.	<p>Service availability: Whilst Vertocloud intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place. If for any reason Vertocloud has to interrupt the Services for longer periods than we would normally expect, Vertocloud will use reasonable endeavours to publish in advance details of such activity on the Website.</p>

10/ General

1.	<p>Entire agreement: These Terms, together with the Verto Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Verto relating to the Services and the other matters dealt with in these Terms.</p>
2.	<p>Waiver: If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.</p>
3.	<p>Delays: Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.</p>
4.	<p>No Assignment: You may not assign or transfer any rights to any other person without TMI Systems prior written consent.</p>
5.	<p>Governing law and jurisdiction: this Agreement is governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement.</p>
6.	<p>Severability: If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.</p>
7.	<p>Notices: Any notice given under these Terms by either party to the other must be by email and will be deemed to have been given on transmission. Notices to Verto must be sent to support@Vertocloud.co.uk or to any other email address notified by email to You by Verto. Notices to You will be sent to the email address, which You provided when setting up Your access to the Service.</p>
8.	<p>Rights of Third Parties: A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.</p>

Verto 365 - Pricing

	Free Simple work management for individuals or small teams	Boards Simple work management for individuals or small teams using limits	Standard Work collaboration and Project Management for teams	Pro User-configurable PPM for teams and organisations	Enterprise User-configurable PPM for large organisations
Annual Licence	Free	£60 per annum	£180 per annum	£300 per annum	POA
Perpetual Licence*	Free	N/A	£216 one-time purchase	£360 one-time purchase	POA

* Perpetual Licences allow for a one time purchase, with a reduced ongoing annual support and hosting charge at 30% of the total licence value

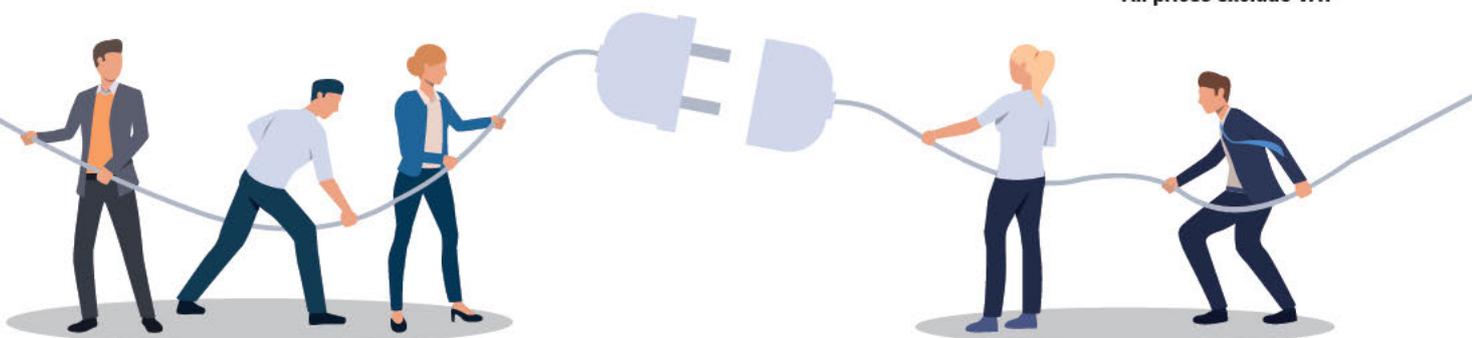
Key Features

Work Management including	All Free features +	All Boards features +	All Standard features +	All Pro features +
Kanban Board Templates	Unlimited Kanban Boards	Complete Project Management Capabilities	Custom Configuration	Business Process Analysis
Alerts and notifications	Unlimited Kanban Board Cards	Suite of Management Reports	Adaptable Workflow Management	System Configuration Consulting
Limited Document Storage	Unlimited Document Storage	Gantt Chart Functionality	Portfolio/Programme Management	Connect Verto Instances Together
Limited Dynamic Dashboards	Unlimited Dynamic Dashboards	Display PowerBI Dashboards	Fully Embedded Approval Processes	Most Economical for High User Numbers
Invite and Collaborate		Unlimited Teams Document Store	Governance Reports	
Limited User Numbers		Risk Management	Custom Reports	
		Assumptions Management	Integrations with Reporting Tools	
		Issue Management	Fully Supported Implementation	
		Dependency Management	Enhanced Access Control	
		Actions	Custom Integrations	
		Lessons Learned	Performance Planning	
		Costs and Benefit Management	Resourcing	
		Track Tasks & Milestones	Timesheets	
		Add Verto Project Teams to MS Teams		
		Outlook Calendar Overlay		
		Project Hierarchy		
		Full Audit History		
		Chargeable Configuration Changes		
	Email Support and Knowledge Hub	Email Support - SLA	Telephone Helpdesk and Email Support. Dedicated Account Manager	

Services

System Development	£850 per day	Daily rate for Custom Development
Installation and set-up	£1,700	System configuration and setup, system installation at Verto data centre
Consultation	£850 per day	Daily rate for Configuration / Consultation services (e.g. site changes, post sales demonstrations, workshops, meetings)
Administrator Training Package	£2,500	Module 1. Configuration Module 2. System Maintenance Module 3. Report Design
Other training options train the trainer; end user; bespoke	£850 per day	Daily rate for additional training services
Report Writing	£395 per day	Daily rate for custom report writing services
Data Transfer Services	£850 per day	Daily rate for data transfer services

All prices exclude VAT



The Insolvency Service - PPM Procurement

The Insolvency Service

[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]

Reference: [Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]

Comments from [Redacted]
[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Questions? Contact me

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Verto

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Carbon Emissions

Our hosting supplier Azure are committed to using 100% renewable energy by 2025.

The activities that we commit to undertaking are set out in the following table:

Carbon Emission	Activity to Reduce tCO2e Emissions
Client Success Manager laptop purchase and ongoing power requirements	<ul style="list-style-type: none"> • Switch laptop off when not in use • Use refurbished laptops • Reuse old laptops • Recycle laptops that cannot be reused
Lighting and heating required for Client Success Manager to work from home	<ul style="list-style-type: none"> • Fund LED bulb replacement for staff • Advise staff on home insulation, available grants, etc
Face to face meetings?	<ul style="list-style-type: none"> • Where face to face meetings are requested: <ul style="list-style-type: none"> ○ confirm that the meeting is required; ○ look for alternate ways of achieving the meeting aims (e.g. by teleconference or phone or email); and, ○ determine, where the meeting is still required, how we may utilise the form of transport with the least environmental impact. In order of priority this is rail, bus, car.
Azure server	Ensure that whatever provider we have is carbon neutral or working towards this in line with our sustainable procurement policy.

We do not have a large carbon footprint due to the online delivery of our services and business model. Our staff work from home and any travel for the delivery of this contract, and our wider business, must adhere to our strict travel policy which challenges staff to question the need for any activity that would lead to greater emissions of carbon than is necessary. Where the activity is required we would seek to minimise any carbon emissions following the steps in the table above.

We're continually looking for ways to remove or minimise our carbon emissions. We have already instigated a permanent policy where staff all work from home, which has entirely removed the need for a central office and all the carbon involved in running the office and commuting to the office. This policy was rolled out in 2019 and while it has saved significant carbon emissions, it also helped us deal with the impact of Covid 19. More specifically this flexible working policy continues to save 17.712 metric tonnes of CO2 per annum.

Through our current suppliers, our procurement and contract management policy we ensure that we factor emissions into all significant procurement activity and where these are key suppliers we require that they are carbon neutral to allow us to pass this benefit onto our clients.

Our core carbon emissions are our hosting and where required our staff travel to necessary events and meetings. While our hosting solution is already carbon neutral, we undertake to reduce our travel and any other activity which generates carbon emissions and for us to become carbon neutral prior to 2035.

Where we identify any activity or area of our business that we are not able to make carbon neutral by 2025 then we commit to offsetting any remaining carbon emissions that we may have.

Our hosting partner Azure are committed to 100% renewable energy use by 2025 and are already up to 3.6 times more efficient than the average datacentre.

In addition to our working from home policy we also mitigate carbon emissions via our support for the:

- Public transport subsidy scheme (finance tickets for staff to use trains or buses)

As part of our overall programme of continuous improvement we will strive to identify any new carbon emissions and will seek to reduce or otherwise mitigate these.

Circular Economy

Verto 365 can support Insolvency Agency's resources and waste strategy in the following ways:

1. In addition to the Insolvency Agency's contractual requirements, we can provide additional free Verto Workspace licences for staff and teams to allow them, amongst other things, to easily track and manage Insolvency Agency's resource and waste strategy.
2. Tracking and Monitoring - Verto would help track and monitor resources and waste data, such as the amount of waste generated, recycled, and diverted from landfill e.g. promoting digital work practices to reduce waste and reuse resources where possible. This data can help Insolvency Agency set targets and monitor progress towards achieving them.
3. Collaboration - Collaboration features in Verto 365 would facilitate communication and coordination among stakeholders involved in waste reduction efforts, including suppliers, contractors, and waste management companies.
4. Resource Optimisation – Verto 365 would help Insolvency Agency optimise the use of resources, such as equipment, materials, and labour. By streamlining processes and minimizing waste, Insolvency Agency would reduce costs and improve sustainability.
5. Reporting - Through the use of Verto 365's strategic alignment facility, Insolvency Agency would be able to generate reports and visualisations to communicate the impact of waste reduction efforts. These reports can help demonstrate progress towards sustainability goals to stakeholders, such as customers, employees, and investors. Using Verto to visualise and manage data can significantly reduce, if not eliminate, paper-based reporting.

While we do not currently use any 'problematic materials and substances', it remains our policy to ensure that any actions we take do not negatively impact the environment, and where possible we try to apply a circular economy approach e.g. where we use batteries, we ensure that we reduce their use where possible, reuse (rechargeable) batteries at all times and appropriately recycle them when they reach the end of their life cycle.

While all of our staff work in a paperless environment, if there are any materials to be disposed of we encourage them to follow all of the required steps when disposing of any waste materials that are created in the course of their jobs.

In terms of a yearly increase in ICT kit purchased/leased that is remanufactured or refurbished, we utilise the Apple Trade In facility which means that any devices that are no longer sufficient to allow our staff to deliver their roles are reused by Apple reconditioning them and providing them at lower cost to new owners which diverts electronic waste from landfill. Where Apple are unable to rehome the device with a new owner they send these devices to their recycling partner who recover all recyclable material to use in the production of new devices. If we have any other ICT that is not covered by this scheme we will also seek to reuse this where possible and where not we will pass it to a recycling organisation ensuring our compliance with the Waste Electrical and Electronic Equipment (WEEE) Regulations.

Our decision to move to Azure was partly based on the fact that it is up to [98% more efficient](#) than on premises solutions, and in addition their [focus on sustainability](#): moving to 100% renewable energy by 2025; becoming water positive by 2030 (to replenish more water than they consume); gaining a zero waste certification by 2030; etc.

Environmental Management System

Our overall business strategy calls for the identification, application and attainment of appropriate accreditations such as ISO 27001. Although we assessed that our minimal environmental impact does not currently warrant gaining full accreditation under ISO 14001 (as the activity to achieve this would likely exceed any environmental benefits this would provide) we still apply the key elements of ISO 14001 as a guide to all that we do. For instance we:

Number	Core ISO 14001 Requirements	Compliance with Core ISO Requirement
1	Defined environmental policy	Yes, we have an environmental policy.
2	Stakeholder appointment for EMS coordination	Yes, Chris Wright, Director] owns and manages everything to do with our environmental policy.
3	Communication within the organisation	Yes, Chris Wright, our EMS owner communicates our environmental policy through our induction process, delivers relevant training to help deliver its aims and involves our staff in reviewing and updating the policy
4	Identification of the organisation’s environmental impacts	Yes, we have identified our main environmental impacts as our Azure server hosting, the environmental impact of working from home and of our limited travel requirements for meetings.
5	Environment compliance requirements	We do not have any statutory environmental compliance requirements but we do adhere to ISO 14001 and have an appropriate environmental policy.
6	Defined environmental objectives, targets, and programmes	Yes, we have a programme to promote digital only working, minimise any face to face meetings and travel required for those, etc.
7	Plan to monitor and measure progress	Yes, for example we monitor our carbon emissions and those of our key suppliers to ensure that our environmental footprint is as small as possible.
8	EMS performance audit	Yes, our environmental policy is audited.
9	Continuous improvement	Yes, our environmental policy is regularly reviewed and updated.

One important aspect of choosing Azure to host Verto’s servers was our overall sustainability, and an increased drive to monitor and reduce our carbon emissions and otherwise mitigate negative environmental impacts. Key to our selection and continued use of Azure is evidence to show that Azure infrastructure is very energy efficient, that they are committed to lowering their customers carbon footprint, with Azure being up to 98% more efficient than on premises solutions. Azure’s focus on sustainability e.g. moving to 100% renewable energy by 2025; becoming water positive by 2030 (to replenish more water than they consume); gaining a zero

waste certification by 2030 all factored into our decision to adopt them as one of our key suppliers.

In the same way that we introduced robust security measures to our home-working approach as part of our ISO27001 accreditation, we will continue to educate our workforce on the positive impacts that can be made as individuals, to identify and reduce waste. Increasing employee's awareness of their personal impact on the environment and by looking at the collective impact the entire organisation has through its choice of attending in-person meetings, client meetings and by more formally recognising these impacts has led to a significantly greater use of online meetings, remote working and a greater use of cloud-based solutions to manage daily tasks.

Whilst Verto 365 has minimal environmental impact, it is something that we at TMI are considerate about. In general, and in the delivery of this contract, we are continuously looking for ways to reduce and otherwise mitigate our environmental impact.

As part of our sustainable procurement approach we ensure where possible that our suppliers all have appropriate environmental management systems such as ISO 14001 e.g. Azure and Microsoft both have environmental management systems.

Influencing Stakeholders

TMI Systems' collective desire to protect the environment is evidenced by our move to close our office and move to permanent home-based working for all of our staff from 2019. This approach has obvious environmental benefits (we save 17.712 tCO₂e per annum due to this initiative) as well as socioeconomic benefits with our staff free from hours of commuting every day, giving them more time with their families. It also provides a personal economic benefit by removing the cost of commuting which more than pays for the slightly increased costs of working from home. When consulting our staff on this initiative in 2019 we developed their understanding of the approach and at the same time their universal buy in and support for the initiative.

While we already know who many of our current stakeholders are for the delivery of this contract, we will seek to identify any new stakeholders who we should be engaging throughout the delivery of the contract. Our current stakeholders include Insolvency Agency, our staff, our suppliers all of whom are key to identifying and delivering further successful environmental initiatives.

Our engagement would be comprised of our project initiation meeting, training, workshops, etc all of which would be conducted as online meetings, where possible, to eliminate all unnecessary staff, client, supplier and other stakeholder travel. In addition, the time saved through digital working may then be applied to the delivery of the contract thereby increasing efficiency.

Where face to face meetings are requested, we require our staff to engage all meeting stakeholders and take the following steps:

- confirm that the meeting is required;
- look for alternate ways of achieving the meeting aims (e.g. by teleconference or phone or email); and,
- determine, where the meeting is still required, how we may utilise the form of transport with the least environmental impact. In order of priority this is rail, bus, car.

We monitor our progress against the above aim using our financial reporting to determine whether our policy is improving behaviour by looking at the cumulative cost of travel, accommodation and subsistence submitted by staff.

All of the relevant environmental documentation is provided in a fully accessible online format to all of our staff and other connected stakeholders.

In addition to this we provide self-guided learning through articles and videos, which reduces unnecessary meetings and interactions with colleagues.

Verto Cloud commit to offering additional licences for our 'Workspaces' solution free of charge, to facilitate the delivery of social and environmental benefit to Insolvency Agency employees and the wider community. Verto 365 Workspaces provide unlimited Kanban Boards, cards and file sharing to support effective collaboration across organisations.

This would facilitate and encourage the use of online solutions; reducing the need for meetings; paper, ink, and energy use.

Wider social benefit for Insolvency Agency's business environment through free Verto Web Forms that foster effective engagement with communities and partner agencies by facilitating information gathering and engagement. e.g. online suggestion box where information is pulled into Verto and used to inform and support authority decisions.

We regularly monitor and review all our environmental initiatives, and those of our key suppliers, to review their effectiveness so that we may increase the awareness of them, or resources dedicated to them.

Net Zero

Our main carbon cost is our hosting tool, Azure who are working to become carbon neutral to deliver on their target of using 100% of renewable energy by 2025.

Due to the progress we have made so far and our environmental strategy we have a relatively small carbon footprint. For the remaining carbon footprint we plan to be Carbon Neutral prior to 2035; through initiatives such as:

- Reductions in face-to-face meetings – both internal and client facing
- Reducing unnecessary travel – sustainable travel prioritised where travel is necessary
- Sustainable procurement – ensuring that our suppliers are as sustainable
- Reducing paper waste
- Our Cycle to Work scheme (which doesn't just have to be for cycling to work)

And where we are unable to reduce any further (e.g. our laptops and lighting are as energy efficient as possible) we are looking at achieving the final part of our carbon neutrality journey through carbon offsets.

Our current action plan has delivered:

- Our move to Azure who are committed to 100% renewable energy use by 2025.
- Moving to our new offices in 2019 resulted in a decrease in our environmental impact as our offices are modern, well insulated and have lower energy requirements than our old offices.
- We identified that one of our largest energy expenditures is commuting, therefore we created our flexible working policy allowing our staff to work from home. We estimate that we now save 17.712 metric tonnes of CO2 per annum due to this initiative.