



Crown
Commercial
Service

G-Cloud 13 Call-Off Contract

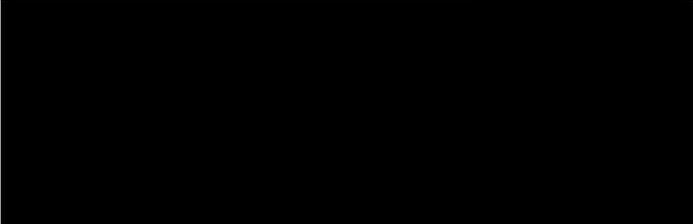
This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

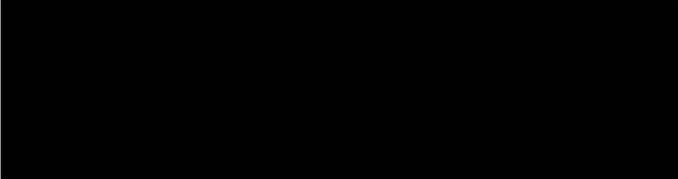
G-Cloud 13 Call-Off Contract

Part A: Order Form	2
Part B: Terms and conditions	15
Schedule 1: Services	36
Schedule 2: Call-Off Contract charges	37
Schedule 3: Collaboration agreement	38
Schedule 4: Alternative clauses	51
Schedule 5: Guarantee	56
Schedule 6: Glossary and interpretations	65
Schedule 7: UK GDPR Information	83
Annex 1: Processing Personal Data	84
Annex 2: Joint Controller Agreement	89

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	868692422245529
Call-Off Contract reference	G-Cloud 13 Framework Agreement (RM1557.13)
Call-Off Contract title	Stakeholder Management & Consultation System
Call-Off Contract description	<p>The software will help record all engagement with stakeholders from 1-2-1 engagements to mass communications such as email, newsletters, events and survey. Enabling the client to understand and share the sentiment of stakeholders and ensure the delivery of consistent and cohesive messaging at all times.</p> <p>The Tractivity system gives the capability required, accessed through a web browser, has minimal needs for integration with existing systems meaning it will be straightforward to setup.</p>
Start date	28 th August 2024
Expiry date	27 th August 2027
Call-Off Contract value	

	 Total 4 year cost £86,025 (anticipated spend) Contingency and Potential Contract Growth £140,000 (£20,000 + £120,000) Total potential call off contract value: £226,025
Charging method	BACS Payment
Purchase order number	To be provided after this agreement has been signed.

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	NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle-Upon-Tyne NE15 8NY
-----------------------	--

To the Supplier	Tractivity Limited Tel: 01629 815916 Registered Office Address: 21 Marina Court, Castle Street, HULL HU1 1TJ England Company Registration Number: 4207789
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: ESR Transformation Lead

Name: Hassan Kajee

Email: Hassan.kajee@nhsbsa.nhs.uk

Phone:

For the Supplier:

Title: Director

Name: Mr Mark Rutter

Email: mark.rutter@tractivity.co.uk

Phone: 07776 295599

Call-Off Contract term

Start date	This Call-Off Contract Starts on 28 th August and is valid for 36 months.
Ending (termination)	<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>

Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 90 days written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>The Supplier will be entitled to increase the licence fee for Tractivity by a maximum of CPI at the start of each extension period.</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:</p> <p>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.

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: <ul style="list-style-type: none"> • Lot 2: Cloud software
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below: <ul style="list-style-type: none"> • Customer Relationship Management (CRM) Provision of the Tractivity SaaS product for the use of the Buyer.
Additional Services	Additional Services include; <ul style="list-style-type: none"> • Dedicated UK account management • UK Hosting provisions • Access to dedicated support team • Onboarding & Training Provisions • Quarterly data backups • Data Import for Organisations, Contacts and Activity Data For engagements, meetings and attainment activity these records will be imported as activities and attached to their associated stakeholders within the system. <div data-bbox="582 1290 1439 1478" style="background-color: black; width: 100%; height: 100%; margin: 10px 0;"></div> Data Import services will only be provided for the initial transformation project during onboarding, these costs do not cover any additional project data imports that may occur in the future.
Location	The Services will be delivered remotely
Quality Standards	The quality standards required for this Call-Off Contract are met by ISO27001 and Cyber Essentials PLUS
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are met by ISO27001 and Cyber Essentials PLUS

<p>Service level agreement:</p>	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <p>Availability of service: Tractivity Limited guarantees 99.9% availability of the Tractivity Software as a Service platform and downtime shall be avoided so far as practical.</p> <p>IT services / dependencies associated with the Tractivity SAAS platform are monitored 24 hours a day 7 days a week using a variety of different monitoring solutions. In the event of a monitoring alert, a notification is generated immediately and sent directly to the Tractivity support team who will prioritise the alert accordingly.</p> <p>The client will also be provided a dedicated client success manager that will be available during the hours of 9am-5.30pm Monday-Friday. (Excluding bank holidays)</p> <p>The Incident, Response and Target Restoration service times required for this Call-Off Contract are:</p> <table border="1"> <thead> <tr> <th><u>Priority</u></th> <th><u>Response</u></th> <th><u>Targeted Restoration</u></th> <th><u>Update Freq.</u></th> </tr> </thead> <tbody> <tr> <td>Priority 1 (P1)</td> <td>30 mins</td> <td>4 Business Hours</td> <td>1 hours</td> </tr> <tr> <td>Priority 2 (P2)</td> <td>90 mins</td> <td>12 Business Hours</td> <td>3 hours</td> </tr> <tr> <td>Priority 3 (P3)</td> <td>3 hours</td> <td>3 Working Days</td> <td>1 Working Day</td> </tr> <tr> <td>Priority 4 (P4)</td> <td>1 day</td> <td>10 Working Days</td> <td>3 Working Days</td> </tr> </tbody> </table> <p>A dedicated UK-based account manager will be provided for the duration of the contract and can be contactable during working hours via email or telephone.</p>	<u>Priority</u>	<u>Response</u>	<u>Targeted Restoration</u>	<u>Update Freq.</u>	Priority 1 (P1)	30 mins	4 Business Hours	1 hours	Priority 2 (P2)	90 mins	12 Business Hours	3 hours	Priority 3 (P3)	3 hours	3 Working Days	1 Working Day	Priority 4 (P4)	1 day	10 Working Days	3 Working Days
<u>Priority</u>	<u>Response</u>	<u>Targeted Restoration</u>	<u>Update Freq.</u>																		
Priority 1 (P1)	30 mins	4 Business Hours	1 hours																		
Priority 2 (P2)	90 mins	12 Business Hours	3 hours																		
Priority 3 (P3)	3 hours	3 Working Days	1 Working Day																		
Priority 4 (P4)	1 day	10 Working Days	3 Working Days																		
<p>Onboarding</p>	<p>The onboarding plan for this Call-Off Contract is 20 hours of time with your dedicated success manager to setup and configure Tractivity as well as tailored online training included.</p> <p>The estimated onboarding time usually required is a minimum of 4 weeks from the sign-off of the agreement, however this can be longer should the Client require more time.</p> <p>Kick-Off Meeting</p> <p>Initial meeting with all relevant stakeholders (Buyer and Supplier), to understand the objectives of Tractivity implementation and what success will look like.</p>																				

Agenda for kick-off meeting, to include the following discussion activities. These activities will then form the onboarding programme in the agreed timeframe.

- What the Supplier needs from the Client for the onboarding requirements
- The Supplier shall provide a full implementation plan including detailed technical requirements and key milestone dates
- Creating a training schedule for team
- The Supplier and the Clients team of colleagues to work to carry out user acceptance testing and make appropriate adjustments.
- The parties to agree a contract management regime.

Platform building

The Supplier shall:

- Provide a walk-through of all system configurations, assessing the best options for the Client and how to best proceed with tailoring the system
- Complete the configuration
- Review any change blockers; and
- Review current systems, processes and spreadsheets that are in place.

Train Administrators and Provide Support

The Supplier shall provide:

- Admin training of the Tractivity platform (the “System”) and ensure that all users understand their role and responsibilities of using the System and how to use the evaluation aspects of the platform
- Ad-hoc training, support and mentoring for all users; and Create appropriate stakeholder lists and reporting structures.

Training and Mentoring

The Supplier shall:

- Provide training all users on the System
- Provide mentoring support during implementation of the System; and;
- Agree key champions in all System packages and

	<p>Supplier companies.</p> <p>Resource Management The Supplier shall provide ongoing support to adopt the System which includes:</p> <ul style="list-style-type: none"> • On-line help system and designated account manager and; • Support to the Buyer for planning the implementation of the System.
<p>Offboarding</p>	<p>The offboarding plan for this Call-Off Contract is;</p> <ul style="list-style-type: none"> • Both parties jointly agree end-of-contract schedule of service and associated data. • The Supplier shall provide all Buyer data to the Buyer in the form of an Excel document from which the Buyer can extract their data at no extra charge to the Buyer. <p>The Supplier shall permanently delete and destroy all Buyer data from all devices and infrastructure thirty (30) days after termination of this Call-Off Contract. The Supplier shall also certify in writing to the Buyer that this has been completed. Data will be extracted and shared with Buyer with confirmation of receipt and access before destruction.</p>
<p>Limit on Parties' liability</p>	<p>The annual total liability of either Party for all Property Defaults will not exceed 125% of the annual Licence Fee for Tractivity.</p> <p>The annual total liability for Buyer Data Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other Defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • [a minimum insurance period of [6 years] following the expiration or Ending of this Call-Off Contract] • [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)] • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	<p>Buyer shall:</p> <p>Provide deliverables as part of the onboarding, such as.</p> <ul style="list-style-type: none"> • Stakeholder data • Brand guidelines • List of users • Training dates • <u>Any bespoke requirements</u>
Buyer's equipment	N/A

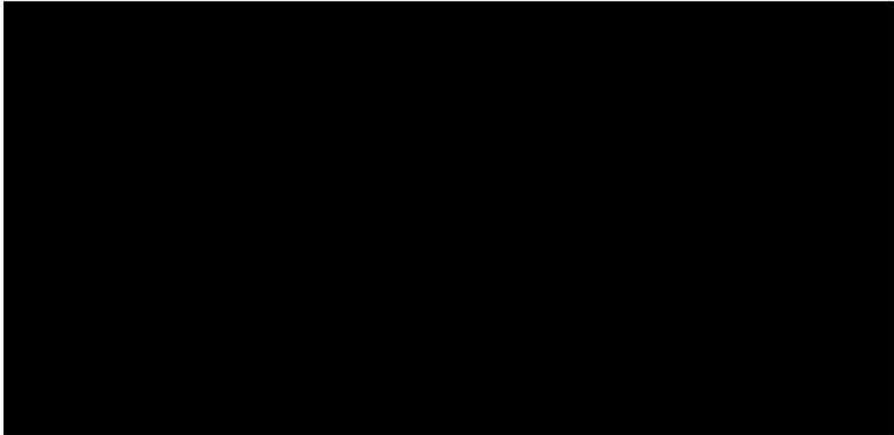
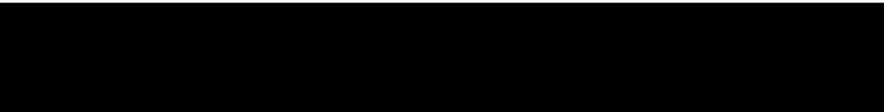
Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p>None</p>
-----------------------------------	--

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 .																																																						
Payment profile	<p>The payment profile for this Call-Off Contract is annually in advance.</p> <table border="1" data-bbox="480 636 1401 925"> <thead> <tr> <th colspan="3">Initial Order</th> </tr> <tr> <th>Charge Ref</th> <th>Quantity</th> <th>Payment Details</th> </tr> </thead> <tbody> <tr> <td>Bronze Licence Subscription (includes 35 Users, 10 Projects)</td> <td>1</td> <td></td> </tr> <tr> <td>Bespoke Data Import Scripts</td> <td>1</td> <td>Price to be agreed if required and paid in advance.</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1" data-bbox="480 965 1401 1216"> <thead> <tr> <th colspan="3">Orders placed at each Anniversary Date</th> </tr> <tr> <th>Charge Ref</th> <th>Quantity</th> <th>Payment Details</th> </tr> </thead> <tbody> <tr> <td>Bronze Licence Subscription (includes 35 Users, 10 Projects)</td> <td>1</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1" data-bbox="480 1256 1401 1720"> <thead> <tr> <th colspan="3">Orders for any additional Services requested throughout the Term</th> </tr> <tr> <th>Charge Ref</th> <th>Unit</th> <th>Payment Details</th> </tr> </thead> <tbody> <tr> <td>Quarterly Data Backups</td> <td></td> <td>Per data deposit, paid on delivery.</td> </tr> <tr> <td>Dedicated Mailboxes</td> <td></td> <td>Paid in Advance, per annum</td> </tr> <tr> <td>Additional Projects</td> <td></td> <td>Paid in Advance, per project, per annum</td> </tr> <tr> <td>Additional Users</td> <td></td> <td>Paid in Advance, per annum</td> </tr> <tr> <td>Additional Bespoke Training</td> <td></td> <td>Paid in Advance</td> </tr> <tr> <td>Custom Report Writing</td> <td>POA</td> <td></td> </tr> <tr> <td>Bespoke Development</td> <td>POA</td> <td></td> </tr> </tbody> </table>	Initial Order			Charge Ref	Quantity	Payment Details	Bronze Licence Subscription (includes 35 Users, 10 Projects)	1		Bespoke Data Import Scripts	1	Price to be agreed if required and paid in advance.				Orders placed at each Anniversary Date			Charge Ref	Quantity	Payment Details	Bronze Licence Subscription (includes 35 Users, 10 Projects)	1					Orders for any additional Services requested throughout the Term			Charge Ref	Unit	Payment Details	Quarterly Data Backups		Per data deposit, paid on delivery.	Dedicated Mailboxes		Paid in Advance, per annum	Additional Projects		Paid in Advance, per project, per annum	Additional Users		Paid in Advance, per annum	Additional Bespoke Training		Paid in Advance	Custom Report Writing	POA		Bespoke Development	POA	
Initial Order																																																							
Charge Ref	Quantity	Payment Details																																																					
Bronze Licence Subscription (includes 35 Users, 10 Projects)	1																																																						
Bespoke Data Import Scripts	1	Price to be agreed if required and paid in advance.																																																					
Orders placed at each Anniversary Date																																																							
Charge Ref	Quantity	Payment Details																																																					
Bronze Licence Subscription (includes 35 Users, 10 Projects)	1																																																						
Orders for any additional Services requested throughout the Term																																																							
Charge Ref	Unit	Payment Details																																																					
Quarterly Data Backups		Per data deposit, paid on delivery.																																																					
Dedicated Mailboxes		Paid in Advance, per annum																																																					
Additional Projects		Paid in Advance, per project, per annum																																																					
Additional Users		Paid in Advance, per annum																																																					
Additional Bespoke Training		Paid in Advance																																																					
Custom Report Writing	POA																																																						
Bespoke Development	POA																																																						
Invoice details	The Supplier will issue electronic invoices annually in advance . The Buyer will pay the Supplier within 60 days of receipt of a valid undisputed invoice in year 1 and within 30 days of receipt of a valid undisputed invoice in all other years.																																																						

Who and where to send invoices to	Invoices will be sent to accounts payable@nhsbsa.nhs.uk
Invoice information required	<p>All invoices must include:</p> <p>All invoices must include the following:</p> <ul style="list-style-type: none"> • each individual Charge as a separate line item; • the Call-Off Contract Reference; and • the applicable Purchase Order Reference.
Invoice frequency	Invoices will be sent to the Buyer in accordance with the Payment Profile.
Call-Off Contract value	 <p>Total 4 year cost £86,025 (anticipated spend)</p> <p>Contingency and Potential Contract Growth £140,000 (£20,000 + £120,000)</p> <p>Total potential call off contract value: £226,025</p>
Call-Off Contract charges	 <p>Price breakdown for above Subscription:</p> <p>Bronze Package which includes 35 named Users and Up to 10 Named Project databases.</p>

Which includes

- Secure UK TIER3 Hosting provisions,
- Onboarding (20 Hours)
- Access to ALL Modules
- Initial Training Provisions (2 x 1.5 hours) for all users covering the basic training.
- Additional training provided for nominated System Administrators and for users that require access to Tractivity's communications tools such as Newsletter, Survey and Event facilities.
- Technical Support,
- UK Account management,
- Unlimited Storage, Email broadcasts and Surveying
- Access to all latest features and functionality
- Up to 5 Custom Reports or Dashboard Charts/Graphs
- Up to 5 Custom Data fields
Data backups (Supplier to send backed up data to

Barry Simms

NHS Business Services Authority

Stella House

Goldcrest Way

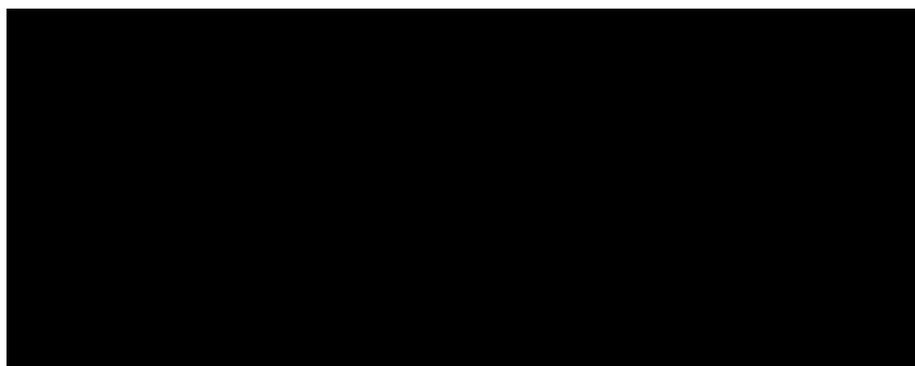
Newcastle-upon-tyne

NE158NY

Barry.Sims@nhsbsa.nhs.uk

- once every quarter).

Additional Add-Ons and Services



Additional Buyer terms

<p>Performance of the Service</p>	<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 'Implementation Plan' section of the Service Definition.</p> <p>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.</p> <p>Any changes to the baselined Implementation Plan must be mutually agreed in writing between the Supplier and Buyer's project manager.</p> <p>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>Off Boarding</p> <p>An exit plan to be drafted in accordance with Part B: Clause 21 within 30 calendar days of the buyer's request.</p> <p>Contract Management</p> <p>A contract management plan to be agreed within 30 calendar days of the start date.</p>
<p>Alternative clauses</p>	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>None</p>

Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>The following definition is added into Schedule 6: Glossary:</p> <p>“Anniversary Date” means the anniversary of the Start Date for each Year during the Term.</p>
Personal Data and Data Subjects	See Annex 1
Intellectual Property	<p>The Intellectual Property is solely to Tractivity Limited. This is a licence product for the term of the agreement.</p> <p>The Buyer grants limited rights to the Supplier to use Buyer data solely for the purposes permitted under this Call-Off Form.</p>
Social Value	<p>The social value commitments are detailed in Schedule 1: Services, Appendix A (Requirements and Clarification Response), Part B (Social Value Questions).</p>

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	Mr Mark Rutter	Andy McKinlay
Title	Director	Executive Director Finance, Commercial Services & Estates
Signature		Andy McKinlay Signature
Date	23/08/24	23/08/24

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 trade marks 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:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) 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-securityclassifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets: <https://www.cpni.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/technology-code-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.

PSN

- 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 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 promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 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
- 19.5.4 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

19.5.5 work with the Buyer on any ongoing work

19.5.6 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).

4.6, the 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 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.

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

Clause 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in 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

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.

29.3 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.

29.4 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.

29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.5.1 its failure to comply with the provisions of this clause

29.5.2 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

29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.7 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

The Supplier will provide the Services required from the Platform Service ID Number specified in the Order Form. The Services to provided are detailed below and in Appendix A (Requirements and Clarification Response) and Appendix B (Service Definition) to this Schedule.

SERVICES INCLUDED

The licence fee for Tractivity includes the following services:

- Access to ALL Tractivity Modules
- 2 x 1.5 hour Online Training Provisions (Further training sessions are available by your dedicated client success manager for users that wish to use the communications tools. This additional training is also covered within the annual subscription fees).
- 35_Named Users & up to 10 Named Project databases
- Fully hosted and maintained solution (At one of our UK data centres)
- Tractivity HTTPS Encryption
- Dedicated Client Success Manager
- Online Refresher Sessions
- Access to email & telephone helpdesk support (All held within the UK)
- Client branded e-Newsletter template
- Unlimited e-Newsletter Mailshots & Surveys
- Tractivity User Manuals & Quick Start Guides
- Up to 5 Named Support Contacts

Appendix A (Requirements and Clarification Responses).

NHS Business Services Authority

Statement of Requirements

NHSBSA Stakeholder Relationship Management (SRM)

Project Ref: C254113

Workplan Ref: W123225

Suppliers are to note that the NHSBSA have reviewed and made subsequent amendments to the NFR's following the previous issue of this document. If your organisation did not respond to the document previously, the Authority would advise that you review the updated NFR's included in section 7 - 12.

Version History

Version	Date Issued	Author	Status	Amendments made
1.0	19/03/2024	Sophie Platten	Final Draft	3.3.1 Additional comments within notes section of NFRs
2.0	28/03/2024	Sophie Platten	Final	3.3.2
3.0	13/5/2024	Emma Hall/Steven Saville	Final	3.3.3 With revised NFRs

Introduction

The NHS Business Services Authority (NHSBSA) is a Special Health Authority and an Arm's Length Body of the Department of Health and Social Care (DHSC). It provides a range of critical central services to NHS organisations, NHS contractors, patients and the public.

Our services include:

- Processing around 1 billion prescription items for pharmacists who have dispensed prescriptions in England;
- The national Electronic Staff Record (ESR) system, with over one and a half million staff records, is the platform on which NHS organisations record essential workforce, skills and training information and make accurate and timely payments to their staff.
- Managing the NHS Pension Scheme in England for over 2.6 million users;
- Managing payments to dentists for NHS work in England and Wales – we process 44 million dental forms for payments amounting over £2.5 billion;
- Managing NHS Student Bursaries in England, making payments of over £500 million to over 80,000 students; and
- Administering the low income scheme, maternity and medical exemption schemes, tax credit exemption cards and prescription prepayment certificates in England – we process over 5 million claims for these schemes every year.

Further information on the NHSBSA can be found at our website: <https://www.nhsbsa.nhs.uk/what-we-do>.

Background

The NHSBSA's national Electronic Staff Record (ESR) system processes over one and a half million staff records, is the platform on which NHS organisations across England and Wales record workforce and training information and make payroll payments to their staff.

The NHSBSA will be embarking on a journey of transformation, moving from the legacy Electronic Staff Record (ESR) solution to the future NHS workforce solution. All Trusts and NHS organisations

which use the current ESR solution are included within the scope of the ESR Transformation Programme.

It has been identified that a Stakeholder Relationship Management (SRM) solution is required to manage stakeholder engagement, record stakeholder communications and organisations status information on readiness, and enable the transition to the future NHS workforce solution.

The NHSBSA is currently using multiple platforms (including PMS and MS Lists with Power BI) however, these are not a viable long-term option.

The high-level service requirements for the SRM solution encompass a range of objectives, including enhancing team efficiency, better management of stakeholder relationships, assessing readiness for the future workforce solution, providing transparency, and supporting governance.

A suitable SRM solution would enable the ESR Transformation Programme to effectively manage the extensive stakeholder and user engagement to inform and enable the transition to the future NHS workforce solution. This will be achieved by sharing insight, reporting on, and visualising the captured data with the supplier of the future workforce solution to inform its implementation. The SRM solution will be the vehicle that will hold much of the information that is captured by the early readiness activity for the future workforce solution.

Scope

- Procurement of an SRM solution
- 2+1+1 G-Cloud contract
- Data migration from existing platforms to new application
- Training of colleagues in the use of the application
- Implementation and integration of the application
- Alignment of the application to NHSBSA Technology strategy
- Legislative compliance

Current Solution

The NHSBSA is currently using multiple platforms (including PMS and MS Lists with Power BI) however, these are not a viable long-term option.

User Growth Estimates

There may be growth in user numbers throughout the contract. The estimate for the current number of users required is 30 users.

Requirements

Please clarify how your SRM solution meets the following requirements. Answers should primarily be presented in a comment format, with each comment to be under 100 words.

Please provide any evidence as indicated in the Context of Requirement/Notes column.

Priority

M = Must Have, S = Should Have, C = Could Have, W= Would Have

Functional Requirements			
1	General Requirements	Priority	Context of Requirement
1.1	System must enable users to identify individual stakeholders with links to the ESR Transformation programme, other programmes and national/regional networks.	M	<ul style="list-style-type: none"> - to be able to record and report on where an individual is involved in another national programme / linked into different networks. This is key to NHSBSA communication with them, it will show their other pressures and it can help to determine if they are more or less likely to give their commitment to the ESR Transformation programme - users will be able to see the stakeholder(s) associated with the ESR transformation programme - to be able to identify gaps across the ESR transformation programme - enables more accurate and concise reporting - assists with credibility as users will be able to use the data to ascertain which stakeholders are engaged / not engaged in the programme - enables intelligence sharing and assists users to understand what is happening with stakeholders within their organisations and who is / is not engaged in the programme - enables marketing opportunities - potential for collaborative and smarter working
	<p>Comments:</p> <p>Yes. This ESR Programme and Other Programmes of work can be tracked against individual stakeholders within the Tractivity system. By using the Enquiries module, the team will be able to categorise which programme, the</p>		

	<p>status, current stage, key individual stakeholders involved, the main key account manager overseeing the transformation within the team as well as all 1-2-1 activity engagements that have happened so far.</p> <p>Reporting wise, the client would be able to see which stakeholders are involved, at what stage, who needs to be engaged and the ability to target the stakeholders not currently engaged.</p>		
1.2	<p>System must enable users to identify stakeholder organisations with links to the ESR Transformation programme, other programmes and national/regional networks.</p>	M	<ul style="list-style-type: none"> - to be able to record and report on where an organisation is involved in another national programme such as ...it is a vanguard for scaling people services, is it a pilot for digital staff passport, as it will show the other pressures and it can help to determine if they are more or less likely to be committed to the ESR Transformation programme - to be able to record, view and report on what other programmes / activities / roles an organisation is involved in - users will be able to see the organisation(s) associated with the ESR transformation programme - to be able to identify gaps across the ESR transformation programme - enables more accurate and concise reporting - assists with credibility as it will show users which organisations are engaged in the programme - enables intelligence sharing and assists users to understand what is happening within their organisations and who is / is not engaged in the programme - enables marketing opportunities - potential for collaborative and smarter working
	<p>Comments:</p> <p>Yes. By using Tractivity's Enquiries module, the client will be able to track the various programmes an Organisation and Individual stakeholders are involved in, the status and stage they are currently at.</p> <p>Each Enquiry can be linked to a specific programme, and full reporting can be produced from the search and reporting facilities within the system.</p>		

1.3	System must be able to identify if individual stakeholders are linked to other organisations, ICB's, ICS's and regions.	M	<ul style="list-style-type: none"> - assists with removal of duplication of effort when a stakeholder is linked to more than one organisation e.g. a Chief Executive is linked to two different organisations but when delivering programme information, they will only be contacted once - enables the building of consistent intelligence - enables a strategic picture to be built by streamlining dual roles - potential to assist with identifying and understanding key influencers / blockers within organisations
	<p>Comments:</p> <p>Yes. Tractivity is flexible enough to link an individual stakeholder to no Organisation, One Organisation or Multiple Organisations in various regions.</p> <p>Also, when engaging with an Individual Stakeholder that is linked to two (or more) Organisations, Tractivity can track the specific Organisation linked to the Programme that they have been linked against to ensure the client is building consistent intelligence.</p>		
1.4	System must be able to support identification of stakeholders at the same level in the same organisation.	M	<ul style="list-style-type: none"> - Users can tailor messages to ensure the same level stakeholders receive consistent relevant information for them - assists with identifying stakeholders who will be crucial to any engagement - assists with identifying organisational readiness for ESR transformation - assists with programme decision making
	<p>Comments:</p> <p>Yes. Using Tractivity, the client will be able to categorise their stakeholders accordingly in order to target communications and to provide the most relevant information to their stakeholder. The system offers a range of categorisation data fields such as Stakeholder Category, Contact Category, Role list as examples that can be used for this exact purpose.</p>		
1.5	System must be able to identify stakeholders with similar roles across organisations, ICB, ICS's and regions.	M	<ul style="list-style-type: none"> - enables identification of stakeholders involved in specific areas of the programme across organisations - enables the identification of themes across organisations - assists with communications, collaboration, knowledge sharing, insight and targeted messaging across organisations - assists with building credibility and reputation - assists with understanding different stakeholder groups and their views - assists to inform decision making

	<p>Comments:</p> <p>Yes. As mentioned within the previous comment, Tractivity enables clients to manage their own data field options so that the exact same roles can be applied to every Organisation, ICB, ICS across the whole of the UK. This will mean that the team will be able to target communications accordingly to the right stakeholder but also track, monitor and report on the stage that each Organisation is at during their transformation.</p>		<ul style="list-style-type: none"> - enables users to gain insight into their stakeholders journeys that could be shared
1.6	<p>System must enable users to track ESR transformation programme outcomes and other programmes.</p>	M	<ul style="list-style-type: none"> - to be able to manage and gather intelligence, identify trends and assess readiness - enables management of programme performance and understand where stakeholders are with the readiness assessment process - enables resource management - provides ability to track and deliver data which will enable evidence based data driven decisions to be made throughout the programme - assists to inform of interdependencies between this programme and others
	<p>Comments:</p> <p>Yes. Tractivity will enable the client to keep track of every programme (including the ESR Transformation) and associated outcomes as evidence.</p> <p>The system will allow the client to record the type of project or programme through the use of the Enquiry module. Track the status and current stage (readiness) of the project, assign a key account manager as well as assigning and tracking tasks and activities that next need completing.</p> <p>Other such data fields could be useful such as Priority, Category, Reason, Notes, Outcome Agreement Notes, Sentiment, issues, interactions, associated contacts to be able to identify trends and intelligence.</p>		
1.7	<p>System should enable the capture, amendment and reporting of objectives and the objective status for the ESR transformation programme and other programmes.</p>	S	<ul style="list-style-type: none"> - provide an overview of programme objectives - to be able to track progress against the programme objectives - to be able to track progress against the whole programme for an organisation - to be able to track progress against milestones/stages/phases that have been set during the transformation journey
	<p>Comments:</p>		

	<p>Yes. All programmes can have their progress tracked during their transformation journey with the use of the Strategic Planning module.</p> <p>Each programme can be created as a Strategy plan and all top level objectives can be tracked, assigned and completed for the whole of the programme. Users that have permissions to access this module of the system will be able to view the progress so far and produce summary reports to demonstrate the objectives completed.</p> <p>All completed objectives can be linked to the specific engagement so that the outputs can also be included within the report outlining key metrics such as how many stakeholders attended the various events, how many stakeholders responded to a consultation survey, or open the latest monthly newsletter.</p> <p>Also each programme held against a specific Organisation can be tracked individually to understand the current phase / stage they are in and next steps.</p>		
1.8	<p>System should enable the capture, amendment, and reporting of dependencies of the ESR Transformation Programme and other programmes.</p> <p>Comments:</p> <p>Yes. Tractivity is capable of recording and amending the various dependencies required for a given programme and also across programmes in order to provide a top level view for management.</p> <p>Searching facilities are made available to filter on such dependencies and this information can be exported in a range of formats.</p>	S	<ul style="list-style-type: none"> - provide an overview of programme dependencies - enables tracking of dependencies between this programme and others
1.9	<p>System must be able to support the creation and management of multiple distribution lists for the ESR Transformation Programme and other programmes.</p> <p>Comments:</p>	M	<ul style="list-style-type: none"> - supports marketing activities with stakeholders and organisations - enables speed and efficient access to stakeholder and organisation data - supports communication campaigns with stakeholders and organisations - effective use of the solution

	<p>Yes. Using Tractivity, the client will be able to create and manage multiple distribution lists containing specific stakeholders they wish to communicate with relating to any programme. Tailored Communications such as email, branded Newsletters, meeting/event invitations to online calls are all available to utilise through the software.</p> <p>Tractivity also manages the communication preferences of each stakeholder as part of GDPR to ensure only the specified channels and interests selected by each stakeholder are used when communicating to ensure compliance.</p>		
1.10	<p>System must be able to support and manage attributing scoring/rating at an organisation level and an individual level.</p> <p>Comments:</p> <p>Yes. Using the Tractivity Stakeholder Mapping facility, the client will be able to create a Stakeholder map containing every Organisation or Individual stakeholder and list a set of custom attributes that they wish to score them against such as 'Position/Readiness', 'Influence' and 'Interest'.</p> <p>The scoring is based on a 1 to 10 scoring chart, 1 = Low, 10 = High per attribute and the client can rescore stakeholders on a regular basis, produce reports based on 2 or 3 attributes at any one time and see the progression of these scores over time.</p>	M	<ul style="list-style-type: none"> - scoring functionality is needed within the solution - to enable a scoring mechanism to assist with monitoring and reporting of an organisation's and/or individuals progress against the maturity assessment - business process still to be developed by NHSBSA - to enable working with organisations and/or individuals so they know where their position/readiness is within the programme and gain an understanding of their perception of the current situation - to be able to score interest and influence at different levels to enable reporting on changes in their interest and influence on a regular basis
1.11	<p>System must be able to support mapping of organisations scoring/rating.</p> <p>Comments:</p>	M	<ul style="list-style-type: none"> - mapping functionality is needed within the solution - business process still to be developed by NHSBSA

	Yes. As explained in the previous question full Stakeholder Mapping facilities are available for both Organisations and Individual Contacts within Tractivity.		
1.12	System must be able to identify the pressures, priorities, development journey and usage of ESR system. Comments: Yes. Details of the programmes development journey, and priority can be captured within the Enquiry to assist the team and help identify upcoming challenges the stakeholder may experience or future programmes of interest. It was identified during the first RFI that; <ul style="list-style-type: none"> • Development Journey (LOV), • Organisation Pressures (Pick list) • Organisation Priorities (Pick List) • Level of ESR Usage / Readiness (LOV) Would also probably be required to be added as new data fields to the Tractivity system in order to ensure all information is captured as requested. These new additional data fields can be implemented during of the onboarding, setup and configuration stages for the client.	M	- to provide intelligence to users managing the journey of a programme - to assist with the identification of key programme challenges - to assist with the identification of future programme plans
1.13	System users must have secure access with a unique username and password. Comments: Yes. All named users of Tractivity can securely login and access the system either via; <ul style="list-style-type: none"> • Unique Username and Strong Password (password rules apply) • Unique Username and Strong Password (password rules apply) + MFA • Single Sign-On (SSO) 	M	- to enable a user to access their data securely - uniquely identifies a user and their access permissions in the solution - to ensure only that user has access to the data they have entered

1.14	<p>Supplier must provide onboarding and on-going support for the solution.</p> <p>Comments:</p> <p>Yes. Tractivity provides;</p> <ul style="list-style-type: none"> • Full onboarding, setup and configuration of the Tractivity system • Tailored training programme for all named users • Dedicated UK-based account manager (UK Working hours) for Ongoing support. • Service Desk support for technical queries. • Support / Knowledge Centre for help-guides, videos, recorded webinars and workshops. 	M	<ul style="list-style-type: none"> - to assist with a smooth implementation of the solution - to provide on-going support for users if there are any queries / issues with the solution following implementation
2	Data Capture Requirements	Priority	Context of Requirement
2.1	<p>System must enable a new stakeholder record to be added.</p> <p>Comments:</p> <p>Yes. Users will be able to create new stakeholders both Organisations and Individual Contacts within Tractivity, and to record all 1-2-1 engagements</p>	M	<ul style="list-style-type: none"> - to enable the management of stakeholders and any engagement with them - to enable the management of stakeholders to be efficient and effective - all stakeholder data will be held in a centralised and controlled environment - to capture and store stakeholder data securely - to capture and maintain stakeholder communications and engagement records - to be able to bulk upload new stakeholder data when needed to improve efficiency and accuracy by removing the need to add new data manually - controlled accessibility to stakeholder data with user permissions in place - ease of access to stakeholder data (depending on permission rights)

	<p>held. This data will be stored securely and accessed centrally by all permitted users that have access.</p> <p>Bulk uploading facilities are available to import or update stakeholder data held within Tractivity and users with System administrator permissions will be responsible for uploading bulk stakeholder data.</p> <p>Stakeholder data can be accessed by all named users that have been granted permission to access the Organisation and Contacts module within Tractivity.</p>		
2.2	<p>System must be able to support changes to stakeholder details in real time.</p>	M	<ul style="list-style-type: none"> - to enable a stakeholder(s) record(s) to be added, edited, deleted or archived - so that stakeholder data is accurate and up to date - to provide soft stakeholder intelligence for example being able to capture a stakeholder's previous employment will provide us with the knowledge of where they have come from and any previous engagement we may have had with them - so that the system holds clean accurate data - will assist with management and administration of data
	<p>Comments:</p> <p>Yes. Tractivity will allow all stakeholder records to be added, updated/edited, archived or deleted in real time to ensure all data is kept up-to-date.</p> <p>The system also allows users to track the previous organisations that individual stakeholders were attached too and engaged with, giving them the soft intelligence required.</p>		
2.3	<p>System must be able to support the performance of quick searches using set and definable criteria such as organisation contact, person contact, job title, region.</p>	M	<ul style="list-style-type: none"> - to enable criteria to be defined so that specific engagement/campaigns can be targeted and supported with the right stakeholder group(s) - improve speed and efficiency of finding required stakeholder data - supports more targeted reports and dashboards - encourages use of the system by supporting system user needs to find and return stakeholder data quickly - to be able to search for fields with missing data (blank fields) to help to identify which stakeholders need to be contacted to provide the relevant information needed
	<p>Comments:</p> <p>Yes. Tractivity provides quick searches across the system. Firstly all users will be able to search globally across the system based on a name or key</p>		

	<p>term, but secondly, when accessing most modules the user will be immediately taken to a module specific search. For example, if a user clicked the 'Organisations & Contacts module', the user will be taken immediately to the Organisations and Contacts search screen.</p> <p>All module specific search screen can be tailored per user based on the data fields that they wish to use as part of the search such as the above examples as well as many more.</p> <p>Tractivity's searching allows for fuzzy logic to be applied so that keywords can be recognised, it also allows for multiple criteria to be filtered by within a single search.</p> <p>Missing (blank) data fields isn't something that the search will recognise however this is easily managed by extracting existing data from the import/export upload facility where by bulk updates can be actioned in a quick and easy manner.</p>		
2.4	<p>System must be able to support the performance of advanced searches and support definable filtering search results with different parameters.</p>	M	<ul style="list-style-type: none"> - to enable more complex interrogation of the stakeholder data held in the system to meet the need and expectation of the user - to be able to search numerous different fields to return a more specific result to meet the user need i.e. roles, organisation, region, area of specialism etc. - to enable users to manage their own geographical area and deep dive further into its data - has potential to assist a user with performance management and resource management within their geographical area - to be able to use parameters to return specific stakeholder data that the user requires to meet their needs - to enable targeted searches on data held within the system - to enable users to feed intelligence into the database to enhance reporting - to provide the ability for deeper searches e.g. targeting the appropriate communications to the right stakeholders - supports targeted reports and dashboards to enable more in-depth reporting
	<p>Comments:</p> <p>Yes. All Tractivity module searches will allow users to custom define their own data field (parameters) to be used for their searches, and search result tables can also be customisable and defined by each user.</p>		

	<p>Multiple different data fields can be used in order to return a more refined set of results and searching can be performed on category information linked to a stakeholder, stakeholder mapping attribute scorings or based on a geographical area outlined through the Tractivity Google Maps facilities.</p> <p>Further outputs are provided within the Tractivity system from a number of selectable homepage dashboards to over 150 pre-built reports than can be exported in all common formats such as Excel, CSV or PDF.</p>		
2.5	<p>System must be able to support flagging of updates to stakeholder details.</p>	M	<ul style="list-style-type: none"> - to be able to notify other system users when an update has been made to a stakeholder record - supports accuracy of data by notifying other system users of a change to a stakeholder record that they may have access too - supports stakeholder confidence in our systems and processes as it enables the user to contact the right stakeholder at the right time - it enables acknowledgement of any changes to stakeholder details quickly and helps to support the reputation of the ESR teams and the NHSBSA.
	<p>Comments:</p> <p>Yes. The Tractivity platform will display a lasted edited date and the named user that has updated each stakeholder record within the system. This will be used to notify all users accessing this record of when the last changes were made and by whom.</p> <p>As mentioned earlier, the system will also automatically check the stakeholders email address to determine whether the email address remains validate and can be reached to support the accuracy of the contact data stored within the system.</p>		

2.6	System must be able to provide notifications of updates made by users through a definable process.	M	<ul style="list-style-type: none"> - supports users to provide relevant information to the right stakeholder(s) so that action can be taken where needed - supports GDPR compliance as the data held within the system is accurate and up to date as the notification will inform users of updates - will enable a structured definable process to meet user needs e.g. ability to opt in or out of a specific activity, notification, engagement - provide notifications to stakeholders which will enable them to quickly act on the information they've received - a definable process will allow system users to adjust messages to stakeholders which helps us to support stakeholder confidence in our system and processes
	<p>Comments:</p> <p>The Tractivity system can notify users of any activities assigned for them to compete and these actions will be presented on each users homepage and a daily email can also be activated within the user's my settings section.</p> <p>For the validation of email addresses captured against a stakeholder, both internal searches and reports are available so that out-of-date communication details can be easily identified and updated.</p> <p>Each stakeholder when being provided notifications via the various channels used inside Tractivity such as Newsletters, Event Invitations etc will have the ability to Opt-In / Opt-Out of these channels which will automatically update their profile within the system. A stakeholders interest in the various programmes they would like to be involved in can also be updated in a similar manner to help support stakeholder confidence based on the information requested.</p>		
2.7	System could be able to allow stakeholder self-service update of details.	C	<ul style="list-style-type: none"> - stakeholders could update their own information which could improve accuracy of the data held in the system - could provide efficiencies and flexibility for NHSBSA users and stakeholders by enabling them to provide their updates by self-service - stakeholder self-service could need specific user permissions to enable them to complete updates in a secure environment
	<p>Comments:</p> <p>Tractivity allows external stakeholders to access and update their channels of communication that they wish to receive and their interest in various top-</p>		

	<p>ics/programmes for GDPR compliance however this does not extend to allowing external stakeholders to update their Contact details such as Name, Email, Address.</p> <p>If being able to update additional stakeholder information is required, then we would be willing to explore this further with the Client as a bespoke development.</p>		
2.8	<p>System must be able to support customisable approved naming conventions and standardisation data input.</p> <p>Comments:</p> <p>Yes. During the onboarding onto Tractivity your UK-based dedicated client success manager will help configure your system whereby the client will be able to select from a range of data fields and customise their approved options and categories to search, filter and report on.</p>	M	<ul style="list-style-type: none"> - fundamental functionality of a SRM system - needed so that users can meet expectations with the data that is input and available for other users to access and for reporting purposes
2.9	<p>System must be able to support the recording of key points of contacts within NHSBSA such as stakeholder relationship managers.</p> <p>Comments:</p> <p>Yes. All key points of contact such as the Main Contacts and relationship manager with the associated Organisation can be recorded.</p> <p>All past recordings of engagement held by NHSBSA relationship managers will be stored against each stakeholder as Activities, displayed in date order from newest engagement to oldest.</p> <p>Each Activity will detail the type of interaction, a status (Pending or Completed), the Notes and Outcome Agreement Notes from the interactions and when this occurred and which stakeholder relationship manager(s) were in attendance.</p>	M	<ul style="list-style-type: none"> - provides ability for consistent information sharing across different teams - will enable users to manage and capture specific interactions with key NHSBSA contacts by having data/intelligence to hand of outcomes from previous encounters
2.10	<p>System must support the migration and import of data from current data sources used to capture stakeholder data.</p>	M	<ul style="list-style-type: none"> - all stakeholder data will be held in a centralised and controlled environment

	<p>Comments:</p> <p>Yes. Tractivity can supply migration and import services to the client to transfer all stakeholder data using our Import / export facilities.</p> <p>Stakeholder Organisation, Contacts, Categorisations and Address/location can be fully imported in bulk. Should further data sets be required then our development and technical team can write custom import scripts to transfer this information into Tractivity.</p>		<ul style="list-style-type: none"> - to ensure stakeholder data is imported into the solution and is accurate and up to date - migration of data will be efficient and effective
2.11	<p>System must support the onboarding of new NHSBSA departments and teams.</p> <p>Comments:</p> <p>Yes. Tractivity will provided a dedicated UK-based client success manager that will oversee the clients onboarding onto the system and provide a tailored training programme to ensure all departments and teams have been fully trained as required.</p> <p>A training programme will be planned in-conjunction with the client to ensure all users gain the appropriate training based on their defined roles.</p> <p>Tractivity likes to provide bite-sized learning, all sessions are a maximum of 90 minutes in length and every user will have practical hands on training using a test environment system.</p> <p>In additional to the above, all users will have access to the Tractivity Help Center which will provide further help guides, video sessions, and pre-recorded training sessions should further support be required.</p>	M	<ul style="list-style-type: none"> - Improves business intelligence and decisions by being able to bring new departments and teams on board - provides flexibility to expand the user base of the system across the wider NHSBSA
2.12	<p>System must support the uploading of data for the onboarding of new NHSBSA departments and teams.</p> <p>Comments:</p> <p>Yes. Tractivity will provide services to help handhold the client when uploading data inside the system for the various departments and teams.</p>	M	<ul style="list-style-type: none"> - Improves business intelligence and decisions by being able to bring new departments and teams on board - provides flexibility to expand the user base of the system across the wider NHSBSA - ability to bulk upload new data when needed to improve efficiency and accuracy by removing the need to add new data manually

	These facilities will also be available to your nominated system administrators to action as well once trained on the system.		
3	Communications and Planning Requirements	Priority	Context of Requirement
3.1	System should be able to support and manage stakeholder event creation and event registration (events to include conferences, workshops.)	S	<ul style="list-style-type: none"> - to enable event data to be captured from conferences, workshops that have been led by NHSBSA - centralised repository for event administration - potential for efficiencies as event data will be in one place - to enable soft intelligence gathering such as event registration, communications, attendance, effectiveness, monitoring, trends, collaboration - to support targeted messaging to stakeholders in relation to events led by NHSBSA - to assist with good management and use of data for reporting on events led by NHSBSA - to enable event data to be uploaded for events led by NHSBSA and other external organisations
	<p>Comments:</p> <p>Yes. Tractivity has a comprehensive Events Management module included within our annual subscription.</p> <p>The client can create Online or Face-to-Face events/meetings within the system, Tractivity integrates with MS Teams to automatically create the joining details to access the online event (other conference facilities can also be used).</p> <p>For closed events/meetings, a client branded event invitation can be sent from Tractivity, the stakeholder can then accept or decline the invitation, and this will automatically update the event and their associated stakeholder record. When accepting the stakeholder will receive all the venue/joining details to save inside their calendar (Outlook or Google).</p> <p>Tractivity can also promote open Events whereby a client branded page produced within Tractivity is created, a summary overview of the Event can be applied alongside related documents to download and contact details to contact for any queries. It will also allow a stakeholder to self-register within the Event page, attaching them to the upcoming Event, creating them as a new Stakeholder inside Tractivity and they will again receive all the venue/joining details to save inside their calendar (Outlook or Google).</p>		

	<p>Confirmed invitees can also be marked as attended once the Event has been completed given the client full intelligence of the events run, the stakeholder invited, the stakeholders in attendance and any comments, issues, or concerns raised.</p>		
<p>3.2</p>	<p>System should be able to support the management, recording, and tracking of event follow-up actions.</p>	<p>S</p>	<ul style="list-style-type: none"> - to enable event data to be captured from conferences, workshops that have been led by NHSBSA - to enable the recording and management of subsequent event actions from internally led events or ones that NHSBSA has attended as an exhibitor or delegate - centralised repository for event administration - potential for efficiencies as event data will be in one place - to enable soft intelligence gathering such as event registration, communications, attendance, effectiveness, monitoring, collaboration - to support targeted messaging to stakeholders in relation to events led by NHSBSA - to assist with good management and use of data for reporting on events led by NHSBSA - to enable event data to be uploaded for events led by NHSBSA and other external organisations
	<p>Comments:</p> <p>Yes. Tractivity tracks every invitation against every stakeholder invited to an Event and all the Event follow-up actions can carried out through the system from initial invitations, collecting their responses (accepts and declines), sending reminders to non-responders, emailing all confirmed invitees, emailing every invitee if the Event needs to cancel and emailing all Attendees after the Event has taken place should a thank you message or survey need to be sent.</p>		

3.3	System should support and allow for the management of stakeholder event communication.	S	<ul style="list-style-type: none"> - centralised repository for event management, communication and correspondence so that a user has a full view of who has been contacted, what engagement there has been and when this occurred - to support targeted messaging to stakeholders such as email notifications of up and coming events - to enable a consistent communication approach with stakeholders - to support promotion of programme events by being able to notify stakeholders - to support collaboration with stakeholders - flexibility to be able to customise and schedule emails detailing an event and receive responses into the original email box
	<p>Comments:</p> <p>Yes. As mentioned in the previous two sections, Tractivity will fully manage all stakeholder engagement when it comes to your Events and communications.</p> <p>Events can be categorised by a specific programme, the client can target messages and communications to invited stakeholders based on their invitation status, the client can generate name badges, sign-in sheets, delegate lists all meeting the clients brand guidelines and the client can custom choose the data fields and options displayed when a new stakeholder tries to register through an Event registration form and capture their specific communication channels they wish to be contacted moving forwards for GDPR compliance.</p>		
3.4	System should be able to support and allow for the management of customising approval processes for setting up events.	S	<ul style="list-style-type: none"> - to be able to support an approvals process when setting up events such as when event notifications are being sent they go through an element of assurance and approval first - to enable consistency and control of programme communication and correspondence to stakeholders in line with NHSBSA processes
	<p>Comments:</p> <p>Tractivity doesn't have a pre-approval process per-se for stakeholders registering via an online form however the Client can reject or remove a stakeholder that does register onto an Event if they don't meet the necessary criteria and they can use the systems communication tools to contact them to give them a reason as to why they have been rejected.</p>		

	<p>For closed Events, the client can choose which stakeholders they wish to reach and they can group stakeholders into a set of defined lists for example, email an invitation to VIP stakeholders first, email an invitation to our second list of stakeholders afterwards. This is all controlled internally by the team through Tractivity.</p>		
3.5	<p>System would be able to support, create and allow for the management of surveys/polls to targeted groups.</p>	W	<ul style="list-style-type: none"> - to enable survey and poll data to be captured and managed when targeted groups participate in an activity - centralised repository for survey and poll administration - potential for efficiencies as survey and poll data will be in one place - to enable soft intelligence gathering on targeted groups such as survey and poll communications, activity completion, results, success, trends, collaboration - to support targeted messaging to stakeholders/groups in relation to surveys and polls led by NHSBSA - to assist with good management and use of data for reporting on surveys and polls - to enable survey and poll data to be uploaded to the system
	<p>Comments:</p> <p>Yes. Tractivity is leading system used for running consultations and surveying stakeholders on some of the largest UK infrastructure projects from Nuclear Power stations, Train Routes to NHS New Hospital Programmes.</p> <p>All Surveys created within Tractivity meet a clients brand guidelines.</p> <p>Surveys can be fully anonymous or a stakeholders details can be captured and created as a new stakeholder if they cannot be found based on the email address entered.</p> <p>The client will have access to multiple pages, question types and the use of Skip logic and question routing facilities within each survey.</p> <p>Surveys can be emailed out via our Emailing or Newsletter facilities to intended stakeholders.</p> <p>All responses will be tracked real-time and recorded within the system to produce a range of trend analysis reports from Quantitative Reports, Qualitative Reports, Issue and Sentiment Reports to Charts and Graphs that can be dissected and exported in a range of common formats Excel, Word, CSV.</p>		

	<p>All these tools, Surveys, Newsletters, Event Management facilities are built-into Tractivity, the Client does not need to purchase additional communication subscriptions nor worry about complicated integrations as Tractivity provides all this and more within it's subscription.</p>		
3.6	<p>System would be able to record and manage stakeholder responses to surveys / polls from multiple channels.</p> <p>Comments:</p> <p>Yes. Tractivity provides a central repository for capturing all responses from Survey. Once a survey is created and published within the Tractivity system then the Client will be provided with a URL Survey link to connect to websites, social media platforms, email through Newsletters to known stakeholders and even display on Eventbrite or any other channel of choice. All responses will automatically be fed within the Tractivity database for further analysis.</p> <p>Furthermore, paper copy surveys can be exported from the system and these can be manually inputted back into Tractivity should this be a requirement.</p> <p>Tractivity could be connected to SNAP Survey subject to their software application connecting to our API/system, this would be subject to further discussion if this is required.</p>	W	<ul style="list-style-type: none"> - centralised repository for survey and poll responses and the channel it was received from as other corporate tools are in use such as Eventbrite, SnapSurvey, Slido - to enable users to gain a more informative picture of stakeholder / targeted groups participation, programme engagement, readiness and other programme related activities
3.7	<p>System would be able to support and manage addition of multiple stakeholders to external communications.</p> <p>Comments:</p> <p>Yes. The Client will be able to create Distribution lists containing multiple Stakeholders that wish to receive external communications.</p> <p>Distribution lists will allow the Client to search for and add stakeholders based on the category of stakeholder, their stakeholder mapping scores, Interests, or location – so that a tailored list can be created.</p>	W	<ul style="list-style-type: none"> - to be able to utilise the system to send information to external stakeholders / groups / organisations - to be able to receive information from external stakeholders / groups / organisations

	<p>As Tractivity is fully GDPR compliant, the system will automatically filter stakeholders based on the channel intended to be used for the distribution list and the stakeholders settings. For example, if a Distribution list was intended for a Newsletter mailshot and a stakeholder had opted-out from this channel then they would be removed from this communication list automatically.</p> <p>The Client can create unlimited lists/groups of stakeholders to be used within the system for both internal and external engagement.</p>		
3.8	<p>System would be able to host and allow for the management of templates for stakeholder communications.</p> <p>Comments:</p> <p>Yes. Tractivity Newsletter builder facility allows the Client to custom create their very own Newsletter templates and brand guidelines which are used within the system.</p> <p>Tractivity's Newsletter builder facility is a drag and drop builder whereby the Client will be able to visualise the Newsletter that they are building real-time with the ability to manage layouts, single columns, multi columns, accessibility, languages, mobile versions and more.</p>	W	<ul style="list-style-type: none"> - to ensure consistent and aligned information is being sent to stakeholders - to improve efficiency by utilising templates to forward information to stakeholders
3.9	<p>System must be able to track and allow for the management of previous and current engagement of individual stakeholders.</p> <p>Comments:</p> <p>Yes. By using Tractivity, users will be able to see the history of all engagement held against a specific stakeholder based on the various programmes they are involved in with report facilities available to export information.</p> <p>Also, through the searching and reporting facilities an overall picture of all engagement with all stakeholders based on a specific programme can also</p>	M	<ul style="list-style-type: none"> - to provide the ability for users to be able to have visibility of the full history of a stakeholder's engagement with the programme, - to enable wider visibility of the level of stakeholder engagement throughout the programme - to provide the ability to monitor and report on a stakeholder's engagement as all the data needed will be in one place - to support collaborative working across the programme between the stakeholder and NHSBSA teams

	be retrieved and exported into a report to monitor the engagement across the programme.		
3.10	System must be able to track and allow for the management of previous and current engagement of individual organisations.	M	<ul style="list-style-type: none"> - to provide the ability for users to be able to have visibility of the full history of an organisation's engagement with the programme, - to enable wider visibility of the level of engagement from an organisation throughout the programme - to provide the ability to monitor and report on an organisation's engagement as all the data needed will be in one place - to support collaborative working across the programme between an organisation and NHSBSA teams
	<p>Comments:</p> <p>Yes. Tractivity will allow the Client to see all programmes and all activity engagement data (past and current) that has taken place against each Organisation.</p> <p>The Client will also know which specific individual Stakeholder Contacts are being consulted within the Organisation and about which programme(s), so that all users have a clear view of all engagement held to support collaborative working.</p> <p>Engagement reports can be exported from Organisation, Contact and Programme levels of the system to take away from the system.</p>		
3.11	System would be able to support and allow for the management of instant messaging between SRM team.	W	<ul style="list-style-type: none"> - to provide a mechanism to enable instant messaging between teams so that information relevant to another user / team is flagged - to support collaboration across different teams involved in the programme - has potential to integrate with users' email provider
	<p>Comments:</p> <p>Yes. Tractivity supports Internal Instant messaging, the Tractivity system will also inform users of which colleagues are currently logged into the system so that real-time conversations can be held to support collaboration across teams and departments.</p> <p>Tractivity also has the ability to connect to a user's email provider to relay emails using the clients email domain.</p>		

3.12	System must be able to support and allow for the identification and management of duplicate records.	M	<ul style="list-style-type: none"> - to support and maintain the integrity of data held within the system - to support the input of data in a consistent manner to reduce duplication of records such as fields having lists of values where suitable - to enable a reduction in the number of occasions a word / phrase can be input in different formats such as Newcastle and Ncle or Terrace and Tce - to enable a data standards process to be implemented - potential to provide efficiencies when inputting data and searching data - potential to reduce storage needed to hold data
	<p>Comments:</p> <p>Yes. Tractivity has a number of duplication checks built into it's system to maintain data integrity. Firstly, using our module searching facilities, identify matching records based on keywords or just a small part of a name. Secondly, when inputting information for example a Stakeholder, their name, email address will be automatically checked and the user will be informed of any known matches.</p> <p>With regards to inputted formats i.e. 'Ltd', 'Limited', during the onboarding and training stages, a set of data input standards will be discussed and agreed to ensure every users is trained on the correct process when inputting information within the system.</p> <p>If duplicate records have been entered by accident then nominated system administrators within the Client's team will have access to the Merge facilities which will identify all found matches and these duplicate records can be merges into one record.</p>		
3.13	<p>System must support attaching links and management of additional documentation to stakeholder correspondence.</p> <p>Comments:</p> <p>Yes. Tractivity supports the use of links and attachments when communicating out to clients whether this be a Newsletter mailshot or a plain-text email.</p> <p>Links can also be added to Event Invitations, Surveys as well as embedded video and image content.</p>	M	<ul style="list-style-type: none"> - to be able to attach links to communications / correspondence that is sent from the solution to a stakeholder - to be able to attach documents to communications / correspondence that is sent from the solution to a stakeholder

3.14	System should be able to integrate with other external communication tools such as Mailchimp or Eventbrite to pull data into a stakeholder record.	S	<ul style="list-style-type: none"> - to be able to pull data from external tools into the solution, in-bound integration - to enable stakeholder's record to be concise and all interactions / activities for a stakeholder is held in one place
	<p>Comments:</p> <p>Tractivity provides a built-in Newsletter facility that closely matches the functionality of Mailchimp so the client can easily send mailshots from the system, automatically link the mailshot to the intended stakeholders within the system without any complex integrations and also save the Client additional costs for other 'paid for' subscriptions.</p> <p>Should you wish to continue to use Mailchimp then Tractivity can export lists of stakeholders to populate within the external tool and we would be willing to explore integrating their newsletter facilities to Tractivity at additional cost.</p> <p>With regards to Eventbrite, this is still often used by many of our clients as it's an Event search engine similar that Google is for websites.</p> <p>We find our Clients create their Events within Tractivity and set-up the correct registration forms to capture stakeholders details. They would then create the Event inside Eventbrite to advertise but rather than registering through Eventbrite the stakeholder would be given the URL Event link to go to the Client's branded Tractivity Event page to read further information, download related documentation and register. This in turn, allows the new stakeholder details to be added to the Clients Tractivity system and linked against the associated Event.</p> <p>By doing the above, all engagement data is transferred into Tractivity and linked to the associated stakeholder for the team to access.</p>		
4	Reporting and Audit Requirements	Priority	Context of Requirement

4.1	<p>System must be able to support and allow for the management of generating of reports including bespoke.</p>	M	<ul style="list-style-type: none"> - report functionality that will enable users to demonstrate a return on investment to our board, to the programme, to the taxpayer, to our stakeholders and to our customers - report functionality to run different levels of reports on data that has been captured within the solution - report functionality to be able to set parameters for more concise reporting - report functionality to be able to run bespoke reports as the programme progresses and grows - to be able to run reports that will enable evidence based decision making - to be able to run reports that show engagement and consultation efforts to teams, stakeholders and decision-makers. - to be able to run reports that will enable better transparency and help create a clearer understanding of stakeholder's perspective, issues, commitments and overall engagement - for reports to be generated to assist with targeted engagement to all relevant parties (e.g. organisations, individual stakeholders, regions, internal boards tec.)
	<p>Comments:</p> <p>Yes. Full reporting capability is available from inside Tractivity.</p> <p>Reports can be executed inside all modules of the system to export specific stakeholder or programme engagement intelligence but also the Tractivity system provides over 150 pre-built reports that can be customised using a range of parameters for more concise and more granular reporting.</p> <p>Reports can be outputted in various views such as Tabular (Column by Column), Matrix and Chart types and these outputs can be extracted in all common formats required such as PDF, Excel or CSV.</p> <p>Reports can be scheduled to be automatically run and sent to specific recipients should the board or managers require specific KPI information.</p> <p>Custom reports can also be created to ensure that a clients specific KPI's can be met and used to demonstrate their investment.</p>		

4.2	System must be able to provide 'real time' metrics against a number of KPIs including creation of bespoke KPI's on stakeholder engagement.	M	<ul style="list-style-type: none"> - to be able to run KPI reports that will enable evidence based decision making to be more efficient and more effective - to enable tracking against different phases of the programme as changes will happen over time - to be able to report on metrics against a number of KPI's within a specified time period e.g. daily, weekly, monthly - to be able to use KPI reports to measure engagement activities - to be able to use KPI reports to compare data such as how regions are performing against a KPI - to be able to use KPI reports to determine whether targets are aligned to a programme
	<p>Comments:</p> <p>Yes, all Tractivity reports are executed real-time to output the metrics recorded.</p> <p>We often find that the majority of our pre-built reports provide 98% of the metrics that you will required by using the various parameters to filter data however custom reports can also be created to ensure the Client has a list of bespoke KPI's which our dedicated client success manager will help create on behalf of the client.</p>		
4.3	System could be able to support trend analysis reporting.	C	<ul style="list-style-type: none"> - to enable users to learn from the and adapt the approach to the way the service is delivered - to assist with monitoring and reporting programme improvements over time and identify gaps - to assist users to identify what is going well, what is going not so well and identify where improvements could be made - understanding implementation trends over the course of the programme could enable users to be able to predict future implementations and change behaviour going forward to achieve success - to enable users to be more proactive as oppose to reactive across the programme
	<p>Comments:</p> <p>Yes. Tractivity has a range of reports available that will support the Client when looking at trend analysis.</p> <p>From various;</p>		

	<p>Stakeholder mapping reports, that highlight the increase or decrease of influence, interest, or support on a specific programme.</p> <p>Capturing the key issues raised and their sentiment (Positive, Negative, or Neutral) made based on a given programme.</p> <p>Analysing survey responses based on their specific time periods</p> <p>To the overall engagement held with stakeholders over a given period.</p> <p>These reports and more will provide the Client with the ability to monitor and identify any gaps, and to ensure improvements can be put in place moving forwards.</p> <p>Tractivity can also transfer data over to the clients Power BI tools should further trend analysis be required and we will work with your IT/Technical team to ensure this is setup accordingly.</p>		
4.4	<p>System must be able to support exporting in different formats (such as pdf, csv etc) and auto creation of reports that can be shared.</p>	M	<ul style="list-style-type: none"> - to be able to present information back to the various stakeholders in a meaningful way - to be able to present the data in a format that will be suitable for us as an organisation and for stakeholders - to be able to create reports in different formats will assist recipients with accessibility - ability to access reports from various different devices to assist with meeting the needs of the recipient - auto creation will provide consistent and standardised reports which could simplify interpretation and story telling of data reported for the recipient - auto creation will enable our users to be updated quickly with ad hoc information - functionality to enable alerts to be forwarded to users and / or report recipients for example a report has been created and the system forwards an alert to notify the relevant recipients.
	<p>Comments:</p> <p>Yes. Tractivity can present all engagement information relating to a stakeholder in a simple but meaningful way. Data can be exported in all common formats such as Excel, CSV, PDF and the customisation of reports can be achieved and automatically extracted and sent to selected recipients from the system for notification purposes.</p>		

4.5	System must be able to provide date and name stamps against entries.	M	<ul style="list-style-type: none"> - functionality to have an audit trail of all activity within the solution such as name, date stamps against a particular entry, or where there has been an update - to enable the sharing of intelligence across teams within the programme - enables and facilitates data accuracy, data quality and a validation process as there will be information available that will identify when data was modified, by whom and reason for the update - provides the ability to pinpoint issues or trends if there is something that has triggered concern on a certain date - Assists with GDPR compliance against the data that is held in the solution
	<p>Comments:</p> <p>Yes. Tractivity tracks all activity recorded within it's platform. All entities created and last edited are automatically recorded along with the logged-In named user that created or modified the entity record. Tractivity also provides data accuracy by providing merge record functionality, and frequent search and checking facilities to ensure data quality.</p> <p>Tractivity also automatically checks the validation of all email addresses stored within it's platform, regularly checking to make sure email addresses are correctly typed and can reach the recipient. The system provide GDPR compliance and manages a stakeholders communication preferences and interests automatically and themes and issues along with their sentiment can be captured against each stakeholder.</p>		

4.6	<p>System must be able to provide dynamic reporting by displaying information on a dashboard with supporting infographics.</p>	M	<ul style="list-style-type: none"> - enables access to high-level project overviews with dashboard analytics and reports to help to understand a programme / project's size and status at a glance. - assists with the exploration and comparing of data - potential to assist with trend analysis - more data driven reporting than narrative driven - to be able to present data in different ways and look at the real business intelligence to help to inform decision making and present the story behind the data - to be able to see trends that are happening in other areas that can help to make informed decisions - dashboards negate the need for numerous reports therefore more efficient use of time and potentially easier for the recipient to interpret the data - dashboards provide the ability to drill down deeper into the data presented so the recipient is able to view lower level detail - to able to do storytelling through data will be much more enhanced and easier to do as data is displayed on a dashboard that is more visual to the recipient
	<p>Comments:</p> <p>Yes. A selection of dashboards can be chosen by each logged-In user via their homepage which will present an array of engagement information from themed issues raised, responses captured, newsletter statistics, upcoming events and invitations to account managed enquiries.</p> <p>Some of these dashboards also provide deep links to drill deeper into the system for further granular detail allowing all users the ability to have an executive summary of all the engagement with stakeholders.</p>		
4.7	<p>System would be able to support the comparison of stakeholder responses from different channels such as MS Teams, Mailchimp, surveys, telephone etc.</p>	W	<ul style="list-style-type: none"> - to be able to gain insight into the different channels used by stakeholders to assist with future interactions / activities - to assist with understanding which channel is most effective to get response back from stakeholders - to be able to measure effectiveness of engagement methods
	<p>Comments:</p> <p>Yes. Tractivity will provide the client the ability to access all stakeholder responses from various channels used from within the platform from taking 1-2-1 engagements such as telephone calls, meetings and emails (sent & received) to the management of events and large meetings (using our MS Teams integration) to Surveys and Newsletters.</p>		

	Each channel will provide the client with overall statistics as to how much feedback has been collected and how effective each channel has been as part of each project.		
4.8	System must provide users with a view of historic calls / contacts.	M	<ul style="list-style-type: none"> - to be able to access a record within the solution and have a full history of all activity logged for a stakeholder / organisation - to be able to measure the quality of the activity and equitable evidence for example calls have been made and the outcome of the contact - to be able to see previous engagement which may help to shape future conversations - assists with building our credibility with stakeholders - evidence of previous activities and helps to keep on track with the programme - supports teams by having a record of activity in case of complaints - to assist with identifying trends and themes across the programme - potential to support trend analysis
	<p>Comments:</p> <p>Yes, all activity is tracked and recorded within Tractivity. This information is displayed against each stakeholder with the latest engagements positioned at the top of the list. Both the notes of the conversation and the agreement outcome information can be recorded and exported for audit purposes.</p> <p>Activities are a way to share all the engagement held with a stakeholder so that all the team have visibility of every conversation, enquiry, compliant, specific issues all in one central system.</p> <p>All activity information recorded can be linked to a themed set of issues and sub issues as well as the sentiment made either Positive, Negative or Neutral so that Issue and trend analysis reports can be accessed.</p>		
4.9	System must support periodic check of contacts on system.	M	<ul style="list-style-type: none"> - supports data integrity - assists with managing the accuracy of the data held in the solution - assists with GDPR compliance by ensuring we have accurate up to date data - potential to protect NHSBSA reputation by carrying out checks on the data to ensure it is the most up to date as it can be at a point in time
	Comments:		

	<p>Yes. As mentioned above, Tractivity will analyse the database to ensure duplicate stakeholders are identified and merged.</p> <p>Tractivity will automatically validates every email address and this action is regularly performed to ensure stakeholders still use that specific email address or it's been entered correctly.</p> <p>Tractivity also allows stakeholders to update their communication preferences and interests automatically to ensure GDPR compliance.</p>		
4.10	<p>System must be able to connect to documentation via hyperlinks.</p> <p>Comments:</p> <p>Yes. Tractivity does allow for hyperlinks to be added against a stakeholder record however as the text editors used have HTML disabled the URL hyperlink would not be triggered from within the system – Instead the client would need to copy and paste this link into the browser URL.</p> <p>As this is a MUST, Tractivity could be customised for the client and a new data field named 'Hyperlinks' or similar wording could be implemented to help store all links against an Organisation or Contact. Bespoke development costs would apply.</p>	M	<ul style="list-style-type: none"> - centralised information will improve efficiency and consistency - assists a user to access information they may need easily - assists with the sharing of information
4.11	<p>System should be able to handle documents and attachments.</p> <p>Comments:</p> <p>Yes. All common formats of documents can be uploaded into Tractivity against a specific stakeholder, inside the library module to be shared, or stored inside the majority of the modules used inside the system such as Organisation, Contacts, Enquiries, Surveys, Newsletters, Events and Activities.</p>	S	<ul style="list-style-type: none"> - centralised information will improve efficiency and consistency - assists a user to access information they may need easily - assists with the sharing of information - ability to upload documents against a specific stakeholder record
5	User Access Levels	Priority	Context of Requirement

5.1	<p>The solution must permit the specification of different user access/permission levels such as: System Admin user, General user, Super user Read - internal and potentially external users Write/Edit - Specified user group(s) Delete - System Admin / Delegated User</p>	M	<p>- Different user access levels shall facilitate:</p> <ul style="list-style-type: none"> - Data confidentiality – authorised users shall have access to data they are permitted to see and edit and not be able to read or amend as appropriate data to which they are not permitted access. Unauthorised users shall not have access to SRM data. - Data integrity – data consistency is maintained throughout its life cycle. - Data availability – conditions of access to data within the SRM should be secure and appropriate, as above. Data should be accessible, readable and able to be manipulated by authorised users.
	<p>Comments:</p> <p>Yes. The client will be able to administer the user access/permission levels within Tractivity. Nominated System Admin users will be able to add/remove users. They will be able to select the correct access (Write/Edit, Off or Read-Only) to every modules within the system.</p> <p>System Administrators can also unlock and delete users.</p>		
6	Training	Priority	Context of Requirement
6.1	<p>Supplier must provide a training package for the solution - training and training materials.</p>	M	<ul style="list-style-type: none"> - knowledge transfer - to assist users to learn and understand the solution - to enable users to become proficient when using the solution
	<p>Comments:</p> <p>Yes. The client will be provided with a fully tailored training programme during the onboarding of Tractivity and further training sessions will be provided by our dedicated UK-based client success team to ensure all users become proficient with the system.</p> <p>All training sessions are recorded and uploaded to the clients knowledge base centre to be accessed and used by all users (existing and new).</p>		
6.2	<p>System must have resources by which a user can get help with functionality of the system.</p>	M	<ul style="list-style-type: none"> - to be able to access self-help resources such as FAQs, knowledge hub, user guides, videos, call centre/helpdesk
	<p>Comments:</p>		

Yes. Tractivity provides a knowledge hub with self help guides, user manuals, quick-tip videos, past webinars, FAQs and help desk information. This is all included within the standard subscription package.

The client will also have free training on all new features and functionality introduced to Tractivity.

Non-functional Requirements

7	Standards and Compliance	Priority	Context of Requirement and Further Notes
	<p>The solution should comply, where possible, with the latest version of the Technology Code of Practice.</p> <p>https://www.gov.uk/guidance/the-technology-code-of-practice</p> <p>Comments:</p> <p>Yes, as a whole Tractivity is compliant to the above practice apart from the system is not open-source instead it's a commercial product protected by IP.</p> <p>1 Define user needs = compliant</p> <p>7.1 2. Make things accessible and inclusive = compliant</p> <p>3. Be open and use open source = Not compliant. Tractivity is not open source software. Tractivity can provide a list of software in use on the platform, but not the code base.</p> <p>4. Make use of open standards = partially compliant, as stated Tractivity is not open source, it is a commercial product protected by IP.</p> <p>5. Use cloud first = The Tractivity SAAS is hosted in the UK (London) by www.armor.com = Compliant</p> <p>6. Make things secure = compliant</p>		<ul style="list-style-type: none"> - To assure compliance with UK government and buyer best practice and legislation - To contribute to security - To ensure that the solution meets CDDO assessment requirements.
		S	

- 7. Make privacy integral = compliant
- 8. Share, reuse and collaborate = compliant
- 9. Integrate and adapt technology = compliant but client requests will be reviewed and analysed.
- 10. Make better use of data = compliant
- 11. Define your purchasing strategy = compliant
- 12. Make your technology sustainable = compliant
- 13. Meet the Service Standard: Partially compliant, again references to open source.

7.2	<p>Employee data store must reside in data centres inside the UK/EEA.</p> <p>Comments:</p> <p>Yes, all data centres and data in general all remain within the UK.</p>	M	<ul style="list-style-type: none"> - To contribute to GDPR compliance and buyer direction.
7.3	<p>Use of personal data must be subject to a Data Protection Impact Assessment (DPIA) and an appropriate DPIA process should be put in place and enabled by the solution.</p> <p>Data protection: The Data Protection Act - GOV.UK (www.gov.uk)</p> <p>Comments:</p> <p>Yes. Tractivity is happy to contribute to the DPIA alongside the client.</p>	M	<ul style="list-style-type: none"> - To contribute to GDPR compliance and data security - To contribute to confidence in the solution.
7.4	<p>The solution must comply with the latest data protection legislation.</p> <p>Comments:</p> <p>Yes. Compliant</p>	M	<ul style="list-style-type: none"> - To assure compliance with UK government and buyer best practice and legislation - To ensure that the solution meets CDDO assessment requirements - To contribute to confidence in the solution.

	<p>The solution should comply with the latest version of Privacy and Electronic Communications Regulations (PECR) via the Information Commissioners Office. What are PECR? ICO</p>	<ul style="list-style-type: none"> - To assure compliance with UK government and buyer best practice and legislation - To contribute to confidence in the solution.
7.5	<p>Comments:</p> <p>Yes. Compliant</p>	S
	<p>The solution should comply with the latest version of NHS BSA policy on data retention. NHSBSARM012 Retention Schedule.xlsx (live.com)</p>	<ul style="list-style-type: none"> - To assure compliance with UK government and buyer best practice and legislation; to ensure that the solution meets CDDO assessment requirements; to contribute to confidence in the solution. - Buyer policy in this space is based on UK legislation, so the solution will be expected to be developed in line with legislation.
7.6	<p>Comments:</p> <p>The Tractivity platform does not have automatic deletion for stale content or the ability to categorise internal content so automatic purging can occur. We do however give the client the ability to remove data older than say two years and this is managed by making a request through your client success manager whereby a database script will be executed based on the client's request.</p>	S
	<p>UK based businesses should be registered with the Information Commissioners Office. https://ico.org.uk/ESDWebPages/Search</p>	<ul style="list-style-type: none"> - Certification and/or evidence to be provided - To assure compliance with UK government legislation - To contribute to confidence in the solution. - Buyer policy in this space is based on UK legislation, so the solution will be expected to be developed in line with legislation.
7.7	<p>Comments:</p> <p>Yes. Compliant</p>	S
7.8	<p>Comments:</p> <p>EU based businesses should be registered with their relevant Data Protection Authority.</p>	<ul style="list-style-type: none"> - Certification and/or evidence to be provided - To contribute to confidence in the solution - The solution will be expected to be developed in line with legislation.

	<p>Yes. Compliant (Registration reference: ZA163934)</p>		
	<p>The solution should achieve a minimum of Level AA rating against the latest version of Web Content Accessibility Guidelines (WCAG); comply with the World Wide Web Consortium (W3C) and Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.2 (w3.org)</p>		<ul style="list-style-type: none"> - Certification and/or evidence to be provided - To contribute to confidence in the solution and to contribute to assurance of good user experiences
<p>7.9</p>	<p>Comments:</p> <p>The Tractivity platform has been recently evaluated in October 2023 from an accessibility perspective and compliance with the Equality act and there were a number of failings that have been identified.</p> <p>Our Tractivity team are working through this accessibility report in order to make the necessary changes during our planned product roadmap over the next 18 months.</p>	<p>S</p>	
	<p>The Supplier and any Sub-contractor with access to Authority Data or who will Process Authority Data, must comply with ISO/IEC 27001 (at least ISO/IEC 27001:2013) or must be included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013) standard for information security. ISO/IEC 27001 Standard – Information Security Management Systems</p>		<ul style="list-style-type: none"> - Certification and/or evidence to be provided - To contribute to confidence in the solution and to contribute to assurance of its security
<p>7.10</p>	<p>Comments:</p> <p>Yes. Compliant.</p> <p>Cyber Essentials scheme: overview - GOV.UK (www.gov.uk)</p> <p>Comments:</p> <p>Yes. Compliant. (Cyber Essentials & Cyber Essentials PLUS)</p>	<p>M</p>	
<p>7.11</p>	<p>The solution should comply with the latest version of NCSC's Secure Design Principles.</p>	<p>S</p>	<ul style="list-style-type: none"> - To comply with UK government and supplier best practice

	<p>The scope of the compliance must be provided. Any exceptions must be shared with the Authority</p> <p>Secure design principles - NCSC.GOV.UK</p>		<ul style="list-style-type: none"> - To give evidence that system will be appropriately secured and to support confidence in the solution - Development of the solution through time to remain compliant will be required.
	<p>Comments:</p> <p>Yes. Compliant.</p>		
7.12	<p>The solution must comply with, and the supplier must evidence their compliance with the latest version of NCSC's Cloud Security Principles. The scope of the compliance must be provided. Any exceptions must be shared with the Authority.</p> <p>The cloud security principles - NCSC.GOV.UK</p>	M	<ul style="list-style-type: none"> - Certification and/or evidence to be provided - To contribute to confidence in the solution and to security assurance
	<p>Comments:</p> <p>Yes. Compliant.</p>		
7.13	<p>The solution could comply with the latest version of NCSC's Zero Trust Architecture Design Principles.</p> <p>Zero trust architecture design principles - NCSC.GOV.UK</p>	C	<ul style="list-style-type: none"> - To contribute to confidence in the solution and to security assurance
	<p>Comments:</p> <p>Yes. Compliant.</p>		
7.14	<p>The solution must comply with, and the supplier should evidence their compliance with the latest version of NCSC's Offline Backup Guidance.</p> <p>Offline backups in an online world - NCSC.GOV.UK</p>	M	<ul style="list-style-type: none"> - To contribute to confidence in the solution and to security assurance
	<p>Comments:</p> <p>Yes. Compliant.</p>		
7.15	<p>The solution should comply with the latest version of the Government Cloud First Policy.</p> <p>Government Cloud First policy - GOV.UK (www.gov.uk)</p>	S	<ul style="list-style-type: none"> - To comply with UK government and supplier best practice - To give confidence that the solution will be flexible and scalable
	<p>Comments:</p> <p>Yes. Compliant.</p>		

7.16	<p>The supplier should implement relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the latest version of ITIL.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	S	<ul style="list-style-type: none"> - To comply with UK government and supplier best practice / processes in service management - To contribute to positive user experience
7.17	<p>The supplier should comply with ISO/IEC 22301 standards for Security and Resilience in respect of Business Continuity Management systems.</p> <p>ISO 22301:2019 - Security and resilience — Business continuity management systems — Requirements</p> <p>Comments:</p> <p>Tractivity is not certified against, however robust business continuity / DR plans are in place and tested.</p>	S	<ul style="list-style-type: none"> - Certification and/or evidence to be provided - To contribute to confidence in the solution and to security assurance
8	SERVICE CONTINUITY	Priority	Notes
8.1	<p>The solution must be available at a minimum rate of 99.90% (excluding planned downtime) during business hours, so that there is minimal disruption to the user and therefore the operation of the organisation.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	<ul style="list-style-type: none"> - To enable efficient work and maintain data integrity - To maintain system functionality through time - To support confidence in the fitness for purpose of the solution
8.2	<p>The solution must ensure that downtime is kept to a planned schedule where possible. Ad hoc or emergency downtime, including urgent patches and upgrades that result in the solution being taken offline, must be kept to an absolute minimum, with clear communication, guidance and timelines provided for a route back to a live state.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	<ul style="list-style-type: none"> - To enable efficient work and maintain data integrity - To maintain system functionality through time - To support confidence in the fitness for purpose of the solution
8.3	<p>The solution must be recoverable to its immediately previous state within e.g., a maximum of 48 hours since an event that takes it offline.</p>	M	<ul style="list-style-type: none"> - To enable efficient work and maintain data integrity - To maintain system functionality through time

	<p>Comments:</p> <p>Yes. Compliant.</p>		<ul style="list-style-type: none"> - To support confidence in the fitness for purpose of the solution - To demonstrate a verified process to recover the solution to its immediate previous state and give assurance around its target recovery time.
8.4	<p>The solution must be able to recover to its immediately previous state amid any scenario of failed system change/update within e.g., a maximum of 48 hours since failed update.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	<ul style="list-style-type: none"> - To enable efficient work and maintain data integrity - To maintain system functionality through time - To support confidence in the fitness for purpose of the solution - To demonstrate a verified process to recover the solution to its immediate previous state and give assurance around its target recovery time.
8.5	<p>The solution must ensure minimal to zero loss of transactions and data in the event of any downtime, with backups taken as a minimum of e.g., every 24 hours and tested weekly.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	<ul style="list-style-type: none"> - To enable efficient work and maintain data integrity - To maintain system functionality through time - To support confidence in the fitness for purpose of the solution
8.6	<p>The solution must be recoverable from a malicious security event within e.g., a maximum of 48 hours since the event.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	<ul style="list-style-type: none"> - To enable efficient work and maintain data integrity - To maintain system functionality through time - To support confidence in the fitness for purpose of the solution
8.7	<p>During periods of unavailability (planned or non-planned), users must be presented with message(s) relating to the System / Service status.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	<ul style="list-style-type: none"> - To enable efficient work and to support confidence in the fitness for purpose of the solution
8.8	<p>Users must be notified in advance of any planned system / service unavailability.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	<ul style="list-style-type: none"> - To enable efficient work and to support confidence in the fitness for purpose of the solution

9	PERFORMANCE AND SCALABILITY	Priority	Notes
9.1	<p>The solution must be able to manage the total number of users of the system, and the total number of concurrent users of the system at all times and remain performant.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	- To provide assurance of appropriate functionality and to support confidence in the fitness for purpose of the solution
9.2	<p>The solution's API response time must be performant to <900 ms for 99% of events for all users</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	- To provide assurance of appropriate functionality and to support confidence in the fitness for purpose of the solution
9.3	<p>The solution's UI page load time must be performant for all users.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	M	- To provide assurance of appropriate functionality and to support confidence in the fitness for purpose of the solution
9.4	<p>The solution must be able to expand on-demand to cater for all users and data requests with no degradation to the service performance.</p> <p>Comments:</p> <p>Yes. Compliant.</p> <p>Tractivity is used by some of the largest organisations within the UK providing access to 1,000's of users daily.</p>	M	- To provide assurance of appropriate functionality and to support confidence in the fitness for purpose of the solution
9.5	<p>The solution should be able to manage all concurrent logins per minute.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	S	- To provide assurance of appropriate functionality and to support confidence in the fitness for purpose of the solution

9.6	The solution should be able to manage all Create/Read/Update/Delete (CRUD) objects per minute. Comments: Yes. Compliant.	S	- To provide assurance of appropriate functionality and to support confidence in the fitness for purpose of the solution
9.7	The solution should be able to enable all concurrent API calls. Comments:	S	- To provide assurance of appropriate functionality and to support confidence in the fitness for purpose of the solution
10	SECURITY	Priority	Notes
10.1	The solution should capture and store the actions taken on its systems and offer traceability and a transparent audit trail. All user activities should be traceable, e.g., create, update, delete. All the Services shall have the ability to capture events at user, supplier and system level and pass events to a security system. Comments: The Tractivity platform captures login access of every user, and traceable activities performed by users such as creating records, last editing records and deletion. It does not however keep a record of which records have been viewed/read by each users accessing the system.	S	- To comply with government and buyer security legislation and best practice - To support the investigation of incidents - To support confidence in the fitness for purpose of the solution
10.2	The solution must ensure that the available logs and audit functionality are documented and accessible so that the audit information can be viewed and interrogated by the relevant users. Comments: Audit logs are accessed through the Tractivity Report Centre and this information is only displayed to users that have been granted 'System Administrator' privileges. These logs will allow the client to view a range of transactional information from user module access to record creation.	M	- To comply with government and buyer security legislation and best practice - To support the investigation of incidents - To support confidence in the fitness for purpose of the solution
11	CHANNELS AND UI	Priority	Notes
11.1	The solution must be accessible across all modern browsers including, but not limited to: Google Chrome, Microsoft Edge and Safari.	M	- To comply with government and buyer accessibility legislation and best practice

	Designing for different browsers and devices - Service Manual - GOV.UK (www.gov.uk)			- To support confidence in the fitness for purpose of the solution
	Comments: Yes. Compliant.			
11.2	The solution should be accessible via the latest and all vendor supported versions of the following operating systems: Windows, iOS, Android, Chrome OS. Designing for different browsers and devices - Service Manual - GOV.UK (www.gov.uk)	S		- To comply with government and buyer accessibility legislation and best practice - To support confidence in the fitness for purpose of the solution
	Comments: Yes. Compliant.			
11.3	The solution should be device agnostic with the user experience optimised by device type.	S		- To comply with government and buyer accessibility legislation and best practice - To support confidence in the fitness for purpose of the solution
	Comments: Yes. Compliant.			
12	DATA, REPORTING AND ANALYTICS	Priority		Notes
12.1	The solution must ensure the secure storage and transfer of data, making it readily available in a secure manner where required.	M		- To comply with government and buyer legislation and best practice - To support confidence in the fitness for purpose of the solution.
	Comments: Yes. Compliant.			
12.2	All interactions with the solution via the UI must be encrypted.	M		- To comply with government and buyer legislation and best practice - To support confidence in the fitness for purpose of the solution.
	Comments: Yes. Compliant.			
12.3	Data must be encrypted both in transit and at rest. Assurance must be provided particularly in the data migration processes that data will be encrypted and migrated securely.	M		- To comply with government and buyer legislation and best practice

	<p>Comments:</p> <p>Yes. Compliant.</p>	
<p>12.4</p>	<p>The solution must have the ability to enable field level encryption.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	<p>M</p> <ul style="list-style-type: none"> - To support confidence in the fitness for purpose of the solution. - To comply with government and buyer legislation and best practice - To support confidence in the fitness for purpose of the solution.
<p>12.5</p>	<p>The solution must provide the ability to purge data.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	<p>M</p> <ul style="list-style-type: none"> - To support confidence in the fitness for purpose of the solution. - To comply with government and buyer legislation and best practice - To support confidence in the fitness for purpose of the solution.
<p>12.6</p>	<p>The platform should apply integrity checks through all stages of data processing.</p> <p>Comments:</p> <p>Yes. Compliant.</p>	<p>S</p> <ul style="list-style-type: none"> - To support confidence in the fitness for purpose of the solution. - To comply with government and buyer legislation and best practice - To support confidence in the fitness for purpose of the solution.

***Some other features and functionality which we think will be useful for the team to use within Tractivity are.**

Microsoft Outlook Integration, Tractivity provides plug-in software for clients to transfer emails, events and calendar activity directly inside Tractivity and linked to the correct programme of work.

Email Drag and Drop, clients can use our MS Outlook compatible drag and drop feature to transfer any email into Tractivity without having to install any software whatsoever.

Documented API, the use of our API will allow the client to integrate their website and other system to Tractivity to ensure all engagement is captured within the one central system.

Shared Mailbox, giving the client the ability to receive and view emails within Tractivity that have been emailed to a central generic email address, such as enquiries@nhsbsa.nhs.uk that can be attached to a known Stakeholder record and responded to all through the Tractivity system.

Appendix 1 – Glossary

Stakeholder

Stakeholders could be any individual people/groups of people (by role type; region; location; organisation), and/or a stakeholder organisation who have an active interest, are /could be impacted by the project(s)/the programme and what is being delivered.

They include any internal and external people (and their organisation(s)) to our organisation (NHSBSA); and across the wider NHS, and government.

Acronym	Definition
CDDO	Central Digital and Data Office
DSP	Digital Staff Passport
ESR	Electronic Staff Record
FAQ	Frequently Asked Questions
GDPR	General Data Protection Legislation
HRD	HR Director(s)
ICB	Integrated Care Board
ICS	Integrated Care Systems
ISFE	Integrated Single Financial Environment
KPI	Key Performance Indicator
NCSC	National Cyber Security Centre
NHSBSA	NHS Business Services Authority
PDASLG	People Digital Advisory and System Leadership Working Group
SRM	Stakeholder Relationship Management
SRO	Senior Responsible Officer

[REDACTED]

Organisations
225

Contacts
881

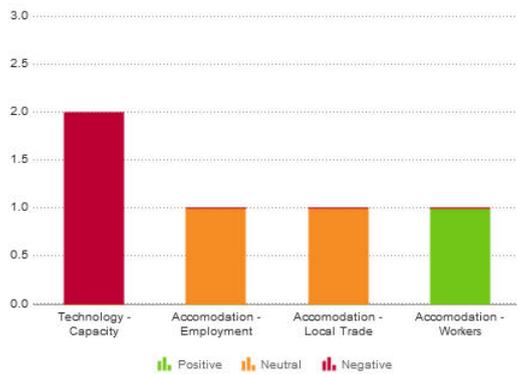
Enquiries
58

Activities
891

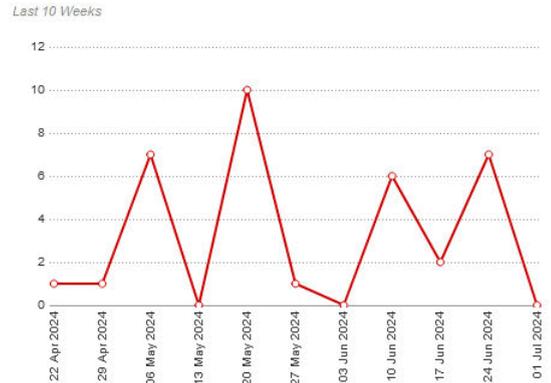
Upcoming Events

Date	Event	Confirmed / Invited
01/07/2024	Closed Working Group Discussion	3 / 113
03/07/2024	Protecting our Communities	8 / 19
10/07/2024	E&C Quarterly Network	0 / 6
15/07/2024	June '24 Business Support Workshop	1 / 1
16/07/2024	Community Leaders Discussion	3 / 107

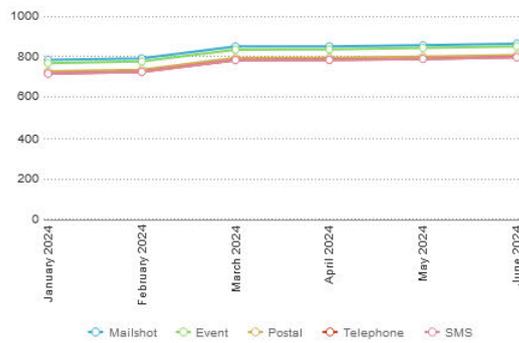
Top 10 Issues Raised within the last 3 month(s)



Activities Created



Subscribed Contacts



10 Most Recent Surveys with Responses



My Recently Updated Enquiries

Enquiry	Contact	Last Interaction	Last Edited	Activities
Visual Impact - Compliant	Adams, Sarah	25/06/2024 00:00	25/06/2024 08:56	3
Better Working Conditions	Bone, Rachel	25/06/2024 00:00	25/06/2024 08:56	6
ESR Programme	Williamson, Sarah	27/06/2024 16:00	20/06/2024 13:07	5
Escalated Complaint	Keates, Zente	24/06/2024 00:00	18/06/2024 11:08	2
Better Facilities & Welfare	Adams, Sarah	21/05/2024 00:00	21/05/2024 14:20	13
Legal Challenge Made	Adams, Sarah	05/03/2021 11:26	14/05/2024 14:03	15
Sustainability	Simpson, John	15/11/2022 12:00	14/05/2024 14:02	2
Project A	Hone, Scott	05/12/2023 15:35	14/05/2024 14:02	2
Visual Impact - Concerns	Adams, Sarah	20/03/2024 00:00	21/03/2024 13:33	4
Site Name	Potter, Sarah	17/01/2024 00:00	20/03/2024 14:18	3

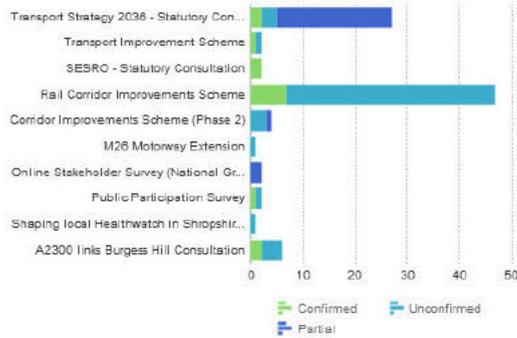
Upcoming Events

Date	Event Title	Confirmed / Invited
01/07/2024	Closed Working Group Discussion	3 / 113
03/07/2024	Protecting our Communities	8 / 19
10/07/2024	E&C Quarterly Network	0 / 6
15/07/2024	June '24 Business Support Workshop	1 / 1
16/07/2024	Community Leaders Discussion	3 / 107
30/07/2024	Communications Strategy Workshop	1 / 24

Recently Completed Events

Date	Title	No of Attendees
24/05/2024	SSE Corporate Event	0
02/02/2023	BEC - NEC Exhibition Event	2
26/10/2021	Volunteer Event	3
04/05/2021	Rail Corridor Improvements Exhibition	17
08/03/2021	Logistics meets Innovation	1
04/11/2020	Cross Country Event	1
30/09/2020	Water Works Event (Online)	2

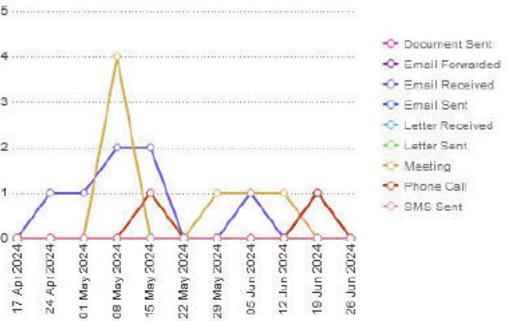
10 Most Recent Surveys with Responses



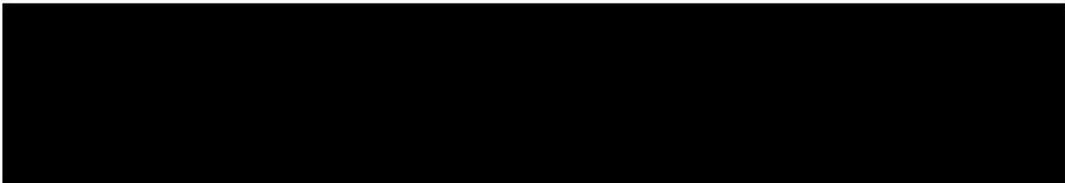
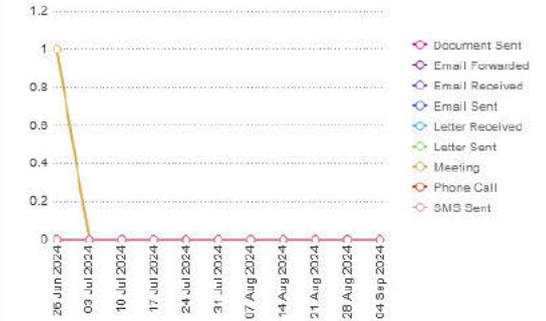
Mailshots Sent

Sent Date	Title	Recipients	Opens	Clicks
14/10/2021	Promoting civil participation (Ukraine)	10	0 (0%)	0 (0%)
18/02/2021	Transformation Plans 2021	1	2 (200%)	0 (0%)
18/01/2021	Government grants transport package	1	2 (200%)	0 (0%)
18/12/2020	Major transport schemes	1	2 (200%)	0 (0%)

Completed Engagement Activities in the last 10 weeks



Upcoming Engagement Activities in the next 10 weeks



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

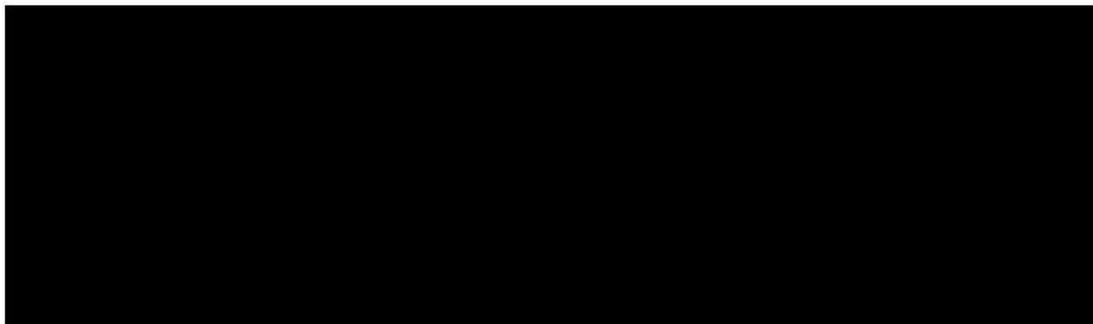
[Redacted]

[Redacted]

[Redacted]

MAP STAKEHOLDER		1 = Low, 10 = High	N/A	1	2	3	4	5	6	7	8	9	10
S1. ESS ?	The Environmental and Social Performance Standards (ESS) level. 0 Not Started 5 Work Inprogress 10 Ready							<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
S2. MSS ?								<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
S3. IAT ?		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>				
S4. Online Payslips ?		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
S5. Flex Working ?		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
S6. Training Com.. ?		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>				
S7. Review & Dev.. ?		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
S8. Absence Rec.. ?		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>				
S9. Est Cont & Exit Q.. ?		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					

By using these scores, either (N/A, 1 or 2) or (N/A, 5, 10), then we would be able to create the required dashboard charts for each standard mapped.



[Redacted]

Social Value

Carbon Emissions As a SaaS business, Tractivity Limited is always committed to undertaking and monitoring the outlined activities related to emissions reduction and reporting throughout:

1. Forecasted Baseline for Emissions:
 - o Assessment and Calculation: We regularly conduct comprehensive assessments to determine baseline emissions associated with the services provided. This assessment includes estimating direct and indirect emissions resulting from our operations undertaken.
 - o Forecasting and Reporting: Based on this assessment, we forecast the baseline emissions and this forecasted baseline will serve as our benchmark for measuring progress and setting reduction targets.
2. Activities to Reduce Emissions:
 - o Implementation of Green Practices: We will implement a series of activities and initiatives aimed at reducing emissions associated with the services rendered. These activities may include:
 - Optimizing server infrastructure for energy efficiency.
 - Encouraging remote work to reduce commuting-related emissions.
 - Minimizing unnecessary data transfers or using more efficient algorithms to optimize data processing.
 - o Quantifiable Reduction Targets: We will quantify our emissions reduction efforts both in absolute terms (tCO₂e) and relative to the baseline emissions (% reduction). Regular reviews and adjustments will be made to ensure progress towards our reduction targets.
3. Annual Carbon Reporting: Client Confidential
 - o Comprehensive Tracking: We are committed to providing transparent and accurate annual carbon reporting specifically related to the activities performed under the contract where possible.
 - o Scope and Detail: The

reporting will cover all relevant emissions factors, including electricity consumption, business travel, and any other significant contributors identified during our baseline assessment.

- o Verification and Compliance: Our carbon reporting will adhere to industry standards and guidelines. We will engage in third-party verification where appropriate to ensure the accuracy and credibility of our reported data.
- 4. Continuous Improvement:
 - o Iterative Approach: We continuously evaluate and refine our emissions reduction strategies based on the outcomes of our annual reporting and stakeholder feedback.
 - o Innovation and Adaptation: We are committed to leveraging technological advancements and industry best practices to further minimize our environmental footprint over the course of the contract. This approach underscores our dedication to sustainability and environmental responsibility throughout the delivery of our services under the contract. We aim to not only meet but exceed the expectations set forth in our emissions reduction commitments

Environment Protection & Environmental

At Tractivity, we recognize the importance of environmental protection, and we are committed to sustainability and understand the significance of engaging all stakeholders to achieve meaningful environmental outcomes.

In the context of our contract delivery, we are dedicated to implementing proactive measures that engage and monitor our staff, suppliers, customers, and communities to support environmental protection and improvement.

1. Staff Engagement and Monitoring:

- o **Education and Awareness:** We conduct regular awareness sessions and training programs for our employees on sustainable practices, emphasizing the importance of reducing environmental impact.
- o **Employee Involvement:** Our team members are encouraged to contribute ideas and participate in initiatives aimed at minimizing our carbon footprint and as we at Tractivity are a fully remote based business very little travelling is taken by employees unless absolute necessary.

2. Supplier Collaboration:

- o **Supplier Sustainability Criteria:** We collaborate with our suppliers to integrate sustainability criteria where possible into our procurement processes, preferring partners who share our commitment to environmental stewardship.
- o **Performance Evaluation:** Assessments of supplier performance are requested ensuring alignment with our sustainability objectives.

3. Customer Engagement:

- **Promoting Eco-friendly Practices:** Through various communication channels, we promote eco-friendly behaviours amongst our clients, such as encouraging digital transactions to reduce paper usage.
- **Feedback Mechanisms:** We actively seek feedback from clients on our sustainability efforts and incorporate suggestions for improvement into our practices.

4. **Community Outreach:**

- **Local Initiatives:** We actively participate in community-based environmental projects, to contribute positively to the areas where we operate.
- **Partnerships and Collaboration:** Building partnerships with local organisations and authorities enables us to leverage collective efforts for broader environmental impact.

By engaging and monitoring staff, suppliers, clients, and communities in supporting environmental protection and improvement, we aim to foster a holistic approach towards sustainability within our organisation and to make a meaningful difference in safeguarding the environment for future generations.

Service Definition

Overview

Tractivity is an online stakeholder relationship management (SRM) software that streamlines all one-to-one engagement and communication within a single platform.

Used in both the public and private sectors, Tractivity allows organisations to easily manage and maintain effective digital engagement, allowing users to store, view and analyse all stakeholder details, feedback and interactions.

It provides a range of functionalities that supports an end-to-end process, including stakeholder mapping, survey and analysis tools and feedback functions.

Tractivity helps organisations work more efficiently by addressing several common cultural and technological problems, such as:

- Disjointed individuals, teams and departments working in silos.
- Poor coordination and visibility of engagement activity.
- Inadequate and insecure management of stakeholder data.
- Use of fragmented communication tools.

Tractivity overcomes these issues by providing:

- Full end-to-end system to store all activity and manage all stakeholder engagement.
- A secure database of all known stakeholders, divided by teams and departments.
- Powerful built-in survey, newsletter and event management tools, designed to communicate and capture all types of feedback responses.
- Full onboarding, training and support package.
- Continuous software improvement programme, free updates and a channel to request functionality improvements.
- Dedicated account management and online support hub with frequently updated guides and articles.
- Unlimited use of records stored, newsletters sent and survey responses captured.

Our solution supports organisations worldwide in managing projects whilst building trusted relationships with their communities and stakeholders.

The platform has been successfully adopted by many corporations such as Scottish Power Renewables, Anglian Water, EDF Energy, BBC, NHS CCGs and Trusts

and the UK Government, for which reliability, security and excellent customer service are paramount.

Features

Tractivity is configured based on your needs so your team can work more efficiently, saving time and effort.

Configuration and Brand

There are several options to configure and brand Tractivity:

• Data Fields & Category Options

You can select the various modules you wish to use. All modules can be configured to display the relevant data fields and category options required.

• Email Configuration

All email addresses can be configured to be used within Tractivity, whether it be individual email addresses, generic groups or service-wide email addresses.

- **Event Document Branding**

Create documents, such as sign-in sheets or name badges for attendees, with the Events Module. System Administrators can modify their branding per project.

- **Branded Mailshots and Event Invitations/Emails**

Design versatile mailshot templates. From newsletters and event invitations to news bulletins, the Mailshot Module provides all forms of communication to your recipients.

- **Personal Email Signatures**

Each user can set an email signature on a per-project basis, ensuring emails are being sent with the correct branding and contact details when managing multiple projects.

Tractivity Modules

Tractivity's Stakeholder Management System provides a complete range of modules to organise and categorise stakeholders. With a set of built-in communication tools, it is as easy as possible to manage engagement and capture all feedback and interactions across projects.

Branded Surveys

The Survey module allows fully customised surveys to be created and responses linked to existing stakeholder records inside Tractivity. Responses can be tailored on a per-survey basis, allowing for anonymous responses or the collection of stakeholder information.

All published surveys are assigned a unique URL that can be added to your website, emailed to your stakeholders via Tractivity or shared via social media.

Responses can be reviewed and tagged against common issues alongside the sentiment, enabling the output of a range of reports, from summary overviews (including quantitative and qualitative results) to issue and trend analysis reports.

Feedback & Issue Management

With analysis tools, all feedback received can be reviewed and placed into themed issues. Feedback from survey responses, emails, scanned letters (PDF or MS Word) or face to face communication can all be used to obtain an understanding of all your stakeholders' views.

Tractivity allows users to tag every response by a 'coded' theme or issue and record the sentiment (positive, negative or neutral) using its analysis tools.

All themed issues can be viewed per organisation, stakeholder, survey or piece of feedback, or they can be searched and filtered through the issue management module so that real-time issue reports can be produced from the response data captured.

Organisations & Contacts

All stakeholders are stored and categorised within this module. Data can be added through the Engage 360 portal, via a website form built using the Tractivity API, via a mass spreadsheet upload or manual user entry within Tractivity.

Stakeholders can be found using the system's sophisticated search functions and associated with any number of organisations or assembled into known groups or linked affiliations.

In addition, Tractivity simplifies GDPR compliance by systematically allowing contacts to automatically opt in/out of any mass communication from the system with a full audit trail stored as evidence.

Stakeholder Mapping

The Stakeholder Mapping module provides the ability to identify and track stakeholders and understand the impact they can have on your project so you can determine the best type of engagement each one requires.

A variety of mapping techniques can be used based on different factors such as issues raised, the relationship with stakeholders, interest and influence levels and more. There are no limits to the number of attributes to be added to the map, and target scores can be applied for each one in order to analyse the stakeholders' evolution.

Stakeholders can be grouped by campaign, by project, or by stakeholder grouping (such as MP's or Statutory bodies) and scored across multiple phases. Easily visualise changes in scores over time with the four-quadrant charts available:

Additional attributes can be included within the z-Axis either by size or colour, all of which are fully reportable in a range of common formats such as Excel or PDF.

Distribution lists can be created based on the scores recorded. For example, you can create a list of all stakeholders that hold an engagement score of less than a 5 (five) or output a list of all stakeholders that have an interest and influence level of more than a 7 (seven) but have a relationship score less than a 5 (five).

Activity Interactions

All stakeholder interactions such as meetings, emails, text messages and telephone calls can be recorded as Activities within the system.

Each Activity identifies the type of engagement held, by whom, when it took place, what was discussed or agreed and what follow up actions might be required. All activities are sorted in descending date, facilitating the visualisation of the most up to date information recorded, and can be exported in a range of formats such as MS Word, Excel or PDF.

Activities are a great way of recording engagement with high influence and/or high interest stakeholders. All interactions can be analysed with a range of reports, ensuring regular touchpoints with stakeholders are always met.

Calendar

The Calendar module records past and highlights future activities for the attention of the user. It is the most cross-referenced module within Tractivity and displays activities recorded against Organisations, Contacts, Enquiries and Events, providing an integrated and holistic picture of activity across an entire project.

All pending activities within Tractivity can be added to the user's Microsoft Outlook calendar by using autogenerated ICS files. This avoids data entry repetition and does not require the installation of any additional software.

Enquiry & Feedback Management

The Enquiries module provides a versatile management tool for handling all types of enquiries, from initial receipt through to completion.

Enquiries can be anything from a freedom of information (FOI) request to a complaint or feedback related to a topic / project. They can be added directly to Tractivity or via a public website (transferred through the API).

Within the system, enquiries are date-stamped, can be categorised to be dealt with appropriately and have their details recorded, such as project phase, issues raised, source, reason for enquiry, sentiment and account handler.

Phone calls, emails, meetings and other activities can also be recorded for a full communication audit trail. Meeting notes and letters can also be attached and the enquiry's status can be updated once it's resolved.

Email Tool

The Email module facilitates sending emails to stakeholders that are stored within the system as the sending of the email is automatically saved against a stakeholder's record.

Email sender addresses are configured through the email configuration section, users can use their own email addresses or a group or project email address. Tractivity uses SPF records and DKIM to ensure that emails sent from the systems email server are always delivered and rarely blocked or classed as spam by a recipient.

Event Management

From online to face-to-face, the Events module allows users to manage the whole process within Tractivity with very little manual intervention required.

Contacts from the Organisations & Contacts module can be invited to closed events via branded email invitations, whereas open events can be published online for stakeholders to register and book onto. Venue capacities, special requirements can all be recorded for each event.

The module records the status of an invitation i.e. 'awaiting confirmation', 'confirmed' or 'declined', and is automatically updated once invitees confirm or decline an invitation. Invitees can also save their event invitation details within their MS Outlook Calendar.

Invitation reminders to non-responders or location maps and guest speaker details to confirmed invitees can be produced, and branded name badges, sign-in sheets, delegate lists and special requests can all be printed.

Tractivity integrates with MS Teams when creating new events however other web conference facilities can also be used in conjunction with Tractivity with joining details being displayed on confirmation.

Document end File Library

The Library module is an online document repository for any kind of digital file, such as presentations, PDFs, newsletters, letter templates and logos.

Access to Library files is controlled so that some users can only view and download documents whilst others can add new files. The visibility of documents can be restricted for documents with sensitive data to be only seen by certain teams or users.

Standard documents (application forms, legal disclaimers) and other shared information stored in the File Library can be easily accessed in the Email module, and a log of the engagement is recorded within the system.

Reporting

Quickly and easily understand common themes, areas of agreement or dissent, and act on the feedback received with the Reports module.

With over 100 pre-built reports, all information can be accessed at any time by anyone with the relevant access permissions. Tractivity's combined qualitative, quantitative and sentiment reporting facilitates making sense of all the data.

The ability to drill down into comments on issues, plot responses by location and review the statistics of issue trends help identify emerging issues. Complex searches and multiple filters help organise data to produce highly relevant reports that can be displayed in a range of formats such as a table, matrix or graph.

All reports can be exported into different file formats, branded and configured to be sent automatically to a list of recipients at a user-defined frequency.

Interactive Dashboarding

Every project within the system has an interactive dashboard that summarises key information on the Home Screen.

Whether it be recent activities, top issue trends, number of responses per survey or upcoming events, Tractivity's dashboards provide a visual snapshot of all data and deep links to access information with a single click.

Land Parcels

Stakeholders often need to receive communications based upon their location, whether it's an invitation to a local event, information about a community project or notifications about service disruption within their area.

With the Land Parcels module (which integrates with Google Maps) stakeholders can be segmented into target groups to be communicated with and feedback can be captured on a geographical basis.

Using Tractivity's intelligent Google Map functions, users can draw a custom boundary area to parcel stakeholders together by land or target them by a specific street or approximate distance from a project.

Mailshots

Keep all stakeholders well informed about a project's progress with newsletters.

Sending group communications from a third-party tool, separated from the stakeholder data collected, makes it harder to manage GDPR compliance and to keep all the team up to date with the communications received by each stakeholder.

Tractivity's Mailshot module provides all of the features you would expect from a mailshot tool: rich content creation, personalisation, mailshot reporting, GDPR compliance, plus seamless integration with data already held within Tractivity.

Simply choose a distribution list to be targeted, add content, upload the required graphics and the newsletter is ready to go.

There are no extra charges for the use of this feature, so any additional newsletter subscription can be eliminated from your monthly expenditure.

Central Mailbox (Shared Inbox)

Emails sent to a generic email address are collected by Tractivity and made available via an inbox on the Tractivity homepage.

The collected emails can be read, associated with an organisation, contact or enquiry and then followed up using any of Tractivity's communications tools.

Mailboxes can be connected to Tractivity in a few simple steps, centralising all communications access in one single location.

Strategy Planning

Replace the use of spreadsheets to plan your objectives and activities and centralise all your planning with the Strategy Planning module.

The Strategy Planning module streamlines the planning process for your stakeholder engagement strategy across all projects, ensuring consistency and organisation.

Create as many plans as you need and integrate them seamlessly with your projects inside Tractivity. Keep track of all activities and their completion with ease, supporting the reach of proposed outcomes. Set start and end dates for each step of your plan, assign priority levels, and link objectives with mailshots, surveys, and events to maintain accountability and foster collaboration among team members.

Onboarding

A dedicated Tractivity Implementation Manager will support you throughout the whole setup and configuration process, providing all the assistance required to make sure Tractivity is streamlined to your key objectives.

A series of planning calls will be scheduled with the nominated client contact(s) where the key uses, deadlines and client deliverables will be discussed to make sure onboarding is fast and simple as possible.

Once Tractivity has been configured, brand guidelines applied and stakeholder data imported, an agreed training package will be provided prior to the go-live of the platform.

Implementation Plan

The complete Tractivity implementation usually takes between 2 and 4 weeks. Detailed implementation plans can be provided upon request, however, these are generally client specific.

The first step in the Onboarding process is to hold a planning call where the client's requirements and availability will be discussed. A full project plan will be produced immediately after and provided to the client for approval.

Account Management

From the go-live of your Tractivity platform, you will be provided with a dedicated account manager who will support you throughout your subscription.

We hold monthly webinar sessions for all users with Tractivity access, covering various topics, including further training and support, use of enhanced features and new software releases.

An online knowledge base with product guides, manuals and webinar tutorial videos is available within the Tractivity platform for easy access at any time.

We're constantly striving to improve our product for our clients based on feedback. Your Account Manager is on hand to discuss any feature requests that you may have so that we can add them to the Tractivity Development Roadmap where appropriate.

Support

Email and telephone support are available from our dedicated account managers, with all emails being recorded using our integrated support system. We are happy to accept support requests from any named system user or via a single point of contact.

We ask our clients to indicate the response time that is appropriate to their request – ranging from a minor tweak that can be made as part of the next software release to a ‘showstopper’, to which we will respond immediately. We have an established escalation procedure should any problems not be resolved within the normal support arrangements.

Technical

Server Maintenance

Server maintenance is scheduled to run between 11 pm and 1 am. This includes general server updates, Windows updates and other security patches.

Tractivity is offered as an off-the-shelf product, meaning that feature upgrades and bug fixes are easy to roll out to all clients.

Data Backup, Restore end Disaster Recovery

Tractivity data is backed up daily. Backups are encrypted and stored digitally in an alternative secure location for 30 days.

Backups are tested weekly by conducting a file integrity check and manual restore. Weekly testing is signed for by a systems engineer and the Technical Director.

Virtual machines and environments are backed up daily and when changes are committed and can be restored within 60 minutes. Backups are stored in an alternative location.

Outage and Maintenance Management

Tractivity virtual machines, environments and databases are monitored 24/7 with interruption alerting routed through to an on-call systems engineer.

Maintenance is conducted monthly between 00:01 and 04:00 GMT by systems engineers. This is a documented process with a rollback plan, testing is

first carried out in a staged environment before deployment into the live environment.

Critical updates are tested and applied within 24 hours of release in an out of hours maintenance window (GMT) following the aforementioned procedure.

Technical Specifications end Requirements

Tractivity is an entirely cloud-based product. It can be accessed from any computer or device with a modern web browser.

Tractivity does not require the installation of any software onto local machines.

Security Details

Tractivity is hosted in a highly secure environment that meets the latest PCI DSS, HIPAA and ISO27001 standards. Tractivity is proactively monitored 24/7/365 by an experienced security operations team (SOC), which provides systems engineers with real-time visibility and actionable threats intelligence.

- Antivirus and malware protection
- Intrusion Detection
- Web Application Firewall (WAF)
- Regular Vulnerability Scanning
- OS file integrity monitoring
- OS level patch monitoring
- Managed portal & dashboard interface (Security and ticketing)
- ISO27001 Certified
- Cyber Essentials PLUS Certified

Integrated Services

Tractivity includes a fully functioning API which can be used by a client to build integrations such as Newsletter Sign Up Forms, Enquiry Forms or Event Search and Registration functionality.

Business Continuity Statement/Plan

Tractivity has a fully documented Business Continuity and Disaster Recovery plan which is tested regularly. A copy of the plan is available upon request.

Development Life Cycle

Tractivity systems are all upgraded regularly, with large feature releases happening every 3 to 4 months, and smaller bug fix updates happening between these. Releases are always completed outside of working hours, usually starting after 7 pm and clients are always informed when their system will be unavailable.

Supplier Terms and Conditions

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“ASP Infrastructure”	means the computer hardware, firmware, software and communications infrastructure owned by controlled by TRAC which is used to provide or facilitate access to Tractivity for the Client;
“Business Day”	means any day other than Saturday or Sunday that is not a bank or public holiday;
“Business Hours”	means any time between 9.00 a.m. and 5.30 p.m. on a Business Day, during which TRAC is open for business;
“Commencement Date”	means the date specified in Schedule 1;
“Confidential Information”	means all business, technical, financial or other information created or exchanged between the Parties throughout the Term;
“Client Computer Systems”	means the computer hardware, firmware, software and communications infrastructure owned or controlled by the Client through and on which Tractivity is to be accessed or used;
“Client Data”	means any information, data and documentation belonging to the Client or its licensors and used in connection with Tractivity or otherwise made available to TRAC by the Client;
“Data Controller”	means the organisation which determines the purposes and means of processing the Personal Data, as defined in the Data Protection Legislation, which under this Agreement will be the Client;
“Data Processor”	means the organisation which processes the Personal Data on behalf of the Data Controller, as defined in the Data Protection Legislation;
“Data Protection Legislation”	means the Data Protection Act 2018, or, from the date it comes into effect in the UK, the GDPR (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);
“Data Subject”	has the meaning specified in the Data Protection Legislation;
“Fees”	means the sums payable by the Client in return for access to Tractivity, the ASP Infrastructure and support services provided by TRAC in accordance with Clauses 4, 11 and Schedule 1;

“GDPR”	means the General Data Protection Regulation (EU) 2016/679;
“Intellectual Property Rights”	means all vested contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up and database rights;
“Non-Client User”	means a non-employee of the Client who may not use the Service in the absence of written consent from TRAC as per sub-Clause 10.3;
“Personal Data”	means the personal data (as defined in the Data Protection Legislation) Processed under this Agreement;
“Process”	has the meaning set out in the Data Protection Legislation and the terms “Processing” and “Processed” shall be construed; accordingly,
“Registered User”	means a User or Non-Client User (approved in writing by TRAC) with a unique and personal logon to the Service;
“Service”	means, collectively, access to Tractivity and the ASP Infrastructure and the support services provided by TRAC to the Client under this Agreement;
“CRM”	means Customer Relationship Management
“Tractivity”	means the internet-based software system for CRM and marketing that is named Tractivity.
“Users”	means an employee of the Client who shall, from time to time, access Tractivity through the ASP Infrastructure.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement; and

1.2.5 a Clause, sub-Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 The term "Party" means either TRAC or the Client and the term "Parties" means both of them.

2. The Service

- 2.1 TRAC shall, with effect from the Commencement Date, provide the Service to the Client on a non-exclusive basis for the Term and in accordance with the terms and conditions of this Agreement. TRAC shall provide the Service with reasonable skill and care and in accordance with any written specification agreed between the Parties.
- 2.2 TRAC shall provide access to Tractivity through the ASP Infrastructure and shall use all reasonable endeavours to ensure that such access is available, without interruption, 24 hours a day, 7 days a week, 365 days a year. This obligation shall be subject to the exceptions contained in Clauses 4, 12, and 19.

3. Term

- 3.1 The Service will be provided by TRAC during the term of this Agreement (the "Term"), which shall commence on the Commencement Date and will continue for the duration specified in Schedule 1 (the "Initial Term") and beyond that where renewed under Clause 3.2, unless otherwise terminated under Clauses 4.4 or 19.
- 3.2 The Term will automatically be renewed on the same terms and conditions as set out in this Agreement for successive periods of 12 months unless terminated by 90 days written notice from either Party to the other, such notice to expire either at the end of the Initial Term or any subsequent annual anniversary of such date.

4. Fees and Payment

- 4.1 The Fees due for the Service are specified in Schedule 1.
- 4.2 TRAC will be entitled to increase the Fees due for the Service by a maximum of 6% per annum from each anniversary of the Commencement Date.
- 4.3 The Client shall pay to TRAC all Fees due by electronic bank transfer within the payment terms as specified in any Invoice from TRAC to Client. Where the issuance of an Invoice from TRAC is subject to the provision of a purchase order from Client, Client agrees to provide such purchase order within 14 days of a request from TRAC and in any event no later than 45 days prior to each annual anniversary

of the Commencement Date. Failure to provide a purchase order in a timely manner will not remove the obligation of Client to pay licence fees for each annual renewal before the start of each annual period.

- 4.4 In the event that the Client does not pay all Fees due within the time period specified in Clause 4.3 above, TRAC shall be entitled to suspend the Client's use of the Service, and may at TRAC's sole discretion terminate this Agreement and the Client agrees that all Fees due to the end of the Term will become immediately due and payable.
- 4.5 In the event that the Client fails to pay when due under Clause 4.4 then, without prejudice to Clause 4.4, that amount shall bear interest from the due date until payment is made in full and cleared funds, both before and after any judgment, at 6% per annum over the Bank of England base rate pertaining at the time.
- 4.6 Any out of pocket expenses incurred by TRAC for training or other implementation work carried out under or in connection with this Agreement will be charged to the Client at cost or at 45p per mile for mileage for travel, subject to the Client providing prior written agreement to incur such expense.

5. Additional Services

- 5.1 TRAC may during the Term offer additional services and/or products to the Client in connection with Tractivity, or Client may request additional services. Acceptance of such additional services and/or products will be subject to the terms of this Agreement and such additional fees as are agreed between TRAC and the Client.

6. Training

- 6.1 Training will be provided by TRAC as specified in Schedule 1.

7. Security

- 7.1 TRAC shall ensure that at all times the ASP Infrastructure includes firewall protection, redundant power supplies, and multiple internet points of presence.
- 7.2 TRAC shall make daily backups of all data on all servers used for hosting the Tractivity application. Such backups will be made to secure digital media.

8. Maintenance

- 8.1 TRAC shall be responsible for all maintenance and upgrades to the ASP Infrastructure which may from time to time be required.
- 8.2 The Client shall be responsible for all maintenance and upgrades to the Client Computer Systems which may from time to time be required.
- 8.3 Whenever possible, TRAC shall use reasonable endeavours to undertake maintenance work outside of

the Client's business hours. Corrective maintenance shall be undertaken as and when required.

- 8.4 Unless maintenance is corrective in nature, TRAC shall provide at least 1 Business Days' notice of any maintenance which may affect the Client's use of the Service. TRAC shall use reasonable endeavours to provide as much notice as possible in the case of corrective maintenance, however advance notice may not always be possible.
- 8.5 Where maintenance will disrupt the Service, TRAC shall aim to complete all necessary work within 2 Business Hours or as soon as reasonably possible thereafter where resolution in that time is not possible.

9. Software Licences

- 9.1 The Client shall be entitled to make use of Tractivity under a non-exclusive, non-transferable licence, hereby granted to the Client by TRAC subject to the terms of this Agreement. The number of permitted Users is as stated in Schedule 1.
- 9.2 Tractivity and any additional products/services provided by TRAC, including all Intellectual Property Rights in the same, are the property of TRAC unless otherwise stated and shall be covered by the terms of the licence included in this Agreement.
- 9.3 Where applications incorporated within Tractivity are the property of a third party, TRAC warrants that it has all requisite authority to sub-license such applications to the Client for the purposes of this Agreement and for use under its terms.

10. Tractivity and ASP Infrastructure Terms of Use

- 10.1 Users' access to Tractivity and the ASP Infrastructure shall be controlled by means of username and password or via Single Sign-On (SSO). Use by Non-Client Users is not permitted under this Agreement in the absence of express written consent from TRAC, such consent not to be unreasonably withheld. TRAC may require such details as the reason that access to Tractivity and ASP Infrastructure is required by the Non-Client User, details of the Non-Client User and other information which may be specified from time to time.
- 10.2 The Client shall use the Service exclusively for its internal business purposes.
- 10.3 The Client is exclusively responsible for its use of the Service, including the conduct of and use made of the Service by individual Users (Users to include any authorised Non-Client Users) and must ensure that all use is in accordance with this Agreement. The Client shall notify TRAC immediately of any breaches of this Agreement by any Users or Non-Client Users.
- 10.4 The Client's use of Tractivity and ASP Infrastructure may, from time to time, be governed by statutory or regulatory laws and regulations external to the terms and conditions of this Agreement. It shall be the Client's exclusive responsibility to ensure that its use of the Service (and the use made of the Service by Users and Non-Client Users) is in compliance with any such laws and regulations. TRAC represents, warrants and undertakes that at all times the Services shall be performed in accordance with all applicable laws and regulations, and that TRAC holds and shall maintain all necessary licences, permits, permissions, authority and Consents to perform and provide the Services.

11. Support

- 11.1 TRAC shall provide telephone and email helpdesk support services during its Business Hours. TRAC shall only be required to provide support in relation to Tractivity and the ASP Infrastructure. Any problems which are related to Client Computer Systems must be resolved by the Client's own support staff.
- 11.2 When seeking support the Client shall use all reasonable endeavours to provide the fullest information possible to aid TRAC in diagnosing any faults in either Tractivity or the ASP Infrastructure.
- 11.3 TRAC shall aim to respond to all support requests within 15 Business Hours and will advise the Client of the expected resolution time.
- 11.4 The Client agrees that internet software and access by its very nature cannot be guaranteed to be uninterrupted or 100% free from potential bugs. However, TRAC will make reasonable endeavours to fix any such bugs as are identified under the terms of this Clause 11.
- 11.5 The supported Internet browsers for Tractivity are Chrome, Firefox, Safari and Microsoft Edge. No compatibility is assured for other browsers or versions unless otherwise agreed in writing by TRAC.
- 11.6 TRAC shall decide at its sole discretion whether any support requests may constitute additional chargeable service requests and will notify the Client accordingly. Additional chargeable services will only be undertaken with the Client's prior approval.

12. Intellectual Property

- 12.1 Subject to Clause 12.2 all Intellectual Property Rights subsisting in Tractivity and the ASP Infrastructure, including any supporting software and documentation are the property of TRAC absolutely and the Client is granted no rights in such Intellectual Property Rights other than as specifically set out in this Agreement. For the purposes of this Clause 12, 'Tractivity' and 'ASP Infrastructure' along with supporting software and documentation are taken to include the manner in which all such material is compiled and presented.
- 12.2 Where expressly indicated, the Intellectual Property Rights subsisting in certain applications including any supporting software and documentation may be the property of named third parties.
- 12.3 The Client shall not either during the Term or after the expiry of this Agreement permit or cause to occur any infringement of any of TRAC's Intellectual Property Rights. Use by the Client and its employees of the Service and Registered Users shall be only be on the terms of this Agreement.
- 12.4 Save as expressly permitted by law (where such law cannot be excluded by agreement between the Parties), the Client shall not, in the absence of TRAC's prior written consent:
 - 12.4.1 access or use all or any portion of Tractivity or the ASP Infrastructure in order to build or populate a product or service which competes with Tractivity and the Service.
 - 12.4.2 attempt to reproduce, adapt, create derivative works from, translate, reverse compile, disassemble, reverse-engineer (or otherwise reduce to human perceivable form), or make available to any third party, all or any part of Tractivity or the ASP Infrastructure, or any other material associated with the same.

- 12.5 Where the Client either suspects or is aware of any infringement of Intellectual Property Rights covered by this Clause 12 it shall be under a duty to inform TRAC of such infringement immediately and provide all relevant information.

13. Client Data

- 13.1 All Intellectual Property Rights subsisting in Client Data are and shall remain the property of the Client and its licensors as appropriate.
- 13.2 Certain Client Data may belong to third parties. In such cases, the Client warrants that all such Client Data is used with the consent of relevant third parties and any such use in connection with this Agreement will not constitute any infringement of any third party rights.
- 13.3 Client data is routinely scanned by TRAC to ensure it is virus-free. TRAC reserves the right to remove and quarantine any data file or element which in its view either contains or is suspected to contain a virus or any other threat to the TRAC hosting environment.
- 13.4 At the termination or expiry of this agreement, all Client data will be returned upon Client's request via an encrypted electronic secure document transfer. If electronic document transfer is not available, then data will be returned on an encrypted storage device by Royal Mail Special Delivery or such other method as is agreed between the parties. Once the Client has acknowledged receipt and has successfully unencrypted the data the Client's Tractivity system and data is subject to TRAC's Environmental Decommission and Data Destruction Plan.

14. Data Protection

- 14.1 With respect to the Parties' rights and obligations under this Agreement, the Parties agree that the Client is a Data Controller and that TRAC is a Data Processor in respect of the Personal Data.
- 14.2 The Client shall comply at all times with the Data Protection Legislation and shall notify TRAC promptly in the event of any breach by the Client of its obligations under the Data Protection Legislation.
- 14.3 The Client undertakes to provide all necessary notices to and obtain all necessary consents from Data Subjects to enable the use of the Personal Data of those Data Subjects in accordance with the Data Protection Legislation.
- 14.4 To the extent that TRAC is a Data Processor acting on behalf of the Client, it shall:
- 14.4.1 Process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with the Client's written instructions;
 - 14.4.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to protect the Personal Data against a breach of security caused by unauthorised or unlawful processing and against accidental or unlawful destruction, loss, damage, alteration or unauthorised disclosure of or access to the Personal Data;
 - 14.4.3 ensure that any employees or other persons authorised by TRAC to process the Personal Data are subject to appropriate obligations of confidentiality;

- 14.4.4 not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the Client and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this clause 14.4, save that the Client hereby consents to the use by TRAC of the categories of sub-processor set out in Paragraph 8 of Schedule 1; TRAC shall remain liable at all times for the acts of its sub-processors as if they were the acts of TRAC;
 - 14.4.5 notify the Client, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by the Client);
 - 14.4.6 assist the Client by technical and organisational measures, insofar as possible, for the fulfilment of the Client's obligations in respect of any requests and complaints received from a Data Subject;
 - 14.4.7 notify the Client without undue delay after becoming aware of a Personal Data breach;
 - 14.4.8 on request by the Client, use all reasonable endeavours to assist the Client in ensuring compliance with its obligations under Articles 32 to 36 of the GDPR in respect to the Personal Data (taking into account the nature of the Processing and the information available to TRAC);
 - 14.4.9 on termination or expiry of this Agreement, destroy or return (as the Client directs) all Personal Data and delete all existing copies of such data except to the extent that TRAC is required to keep or store such Personal Data by law.
- 14.5 TRAC shall not transfer the Personal Data outside of the United Kingdom or the European Economic Area without the prior written consent of the Client.
- 14.6 The Client acknowledges that Clause 14.1 shall not apply to the extent that TRAC is required by law to Process the Personal Data other than in accordance with the Client's instructions and TRAC acknowledges that, in such a case, it must promptly inform the Client of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest).
- 14.7 Where the Client authorises TRAC to provide integration services with other third party software provider which require data transfer to such provider Client acknowledges that TRAC will not be liable for any breach of data protection legislation by such third party provider.
- 14.8 TRAC shall immediately inform the Client if, in its opinion and having been brought to its attention, an instruction issued by the Client infringes the Data Protection Legislation.
- 14.9 For the purposes of Clauses 14.4 – 14.8, details of the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects are set out in Paragraph 8 of Schedule 1.

15. Confidentiality

- 15.1 During the Term and after the expiry of this Agreement for any reason, TRAC shall ensure that all Client Data is kept secure and confidential. TRAC shall not, in the absence of express written consent

from the Client, disclose Client Data to any third party unless such disclosure is required by law in which case the Client shall be notified in writing of the disclosure.

- 15.2 During the Term and after the expiry of this Agreement for any reason for a period of 2 years, the following obligations shall apply to the Party receiving Confidential Information (the **"Receiving Party"**) from the other Party (the **"Disclosing Party"**).
- 15.3 Subject to Clause 15.4, the Receiving Party:
- 15.3.1 may not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement;
 - 15.3.2 may not disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party; and
 - 15.3.3 shall make every effort to prevent the unauthorised use or disclosure of the Confidential Information.
- 15.4 The obligations of confidence referred to in this Clause 14 (excluding Clause 15.1) shall not apply to any Confidential Information to the extent that it:
- 15.4.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party;
 - 15.4.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 15.4.3 is required to be disclosed by any applicable law or regulation; or
 - 15.4.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect thereof and who imposes no obligations of confidence upon the Receiving Party.
- 15.5 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this Clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this Clause in addition to any damages or other remedies to which they may be entitled.
- 15.6 The obligations of the Parties under all provisions of this Clause shall survive the expiry or the termination of this Agreement irrespective of the reason for such expiry or termination.
- 15.7 Notwithstanding the above it is expressly acknowledged that TRAC may publicise the existence of this agreement (but not any commercially confidential information) through its normal marketing and social media channels.

16. Freedom of Information

- 16.1 Where the Client is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs):

- 16.1.1 TRAC shall, to the extent relevant to its obligations under this Agreement and at the Client's (reasonable) expense:
- 16.1.2 (i) provide to the Client, on request, such assistance as the Client may reasonably require to enable it to comply with the requirements imposed on it by the FOIA and EIRs (to the extent that such request is relevant to TRAC's obligations under this Agreement); and
- 16.1.3 (ii) transfer to the Client any requests for information under the FOIA or EIRs that TRAC receives as soon as reasonably practicable without responding directly to any such request (unless authorised in writing to do so by the Client); and
- 16.1.4 the Client shall, to the extent that it is permitted to do so (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA), notify TRAC of any requests for information relating to this Agreement as soon as reasonably practicable and the Parties will agree whether any commercially sensitive information and/or any other information relating to this Agreement is exempt from disclosure in accordance with the FOIA and/or the EIRs.

17. Liability

- 17.1 TRAC shall not be liable to the Client for any indirect or consequential loss or any loss of profit or opportunity that the Client may suffer even if such loss is reasonably foreseeable or if TRAC has been advised of the possibility of the Client incurring it.
- 17.2 TRAC's entire liability to the Client under or in connection with this Agreement and whether in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence or otherwise shall be limited to an amount equal to the annual Licence Fees paid under this Agreement.
- 17.3 Notwithstanding any other provision in this Agreement, TRAC's liability to the Client for death or injury resulting from TRAC's own negligence or that of their employees, agents or sub-contractors, for fraud or for any other liability which it cannot exclude by law shall not be limited.
- 17.4 Save as expressly set out in this Agreement, all warranties and representations of TRAC which may be implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

18. Force Majeure

- 18.1 Neither TRAC nor the Client shall be liable for breaching this Agreement where that breach results from Force Majeure.
- 18.2 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to: power failure, internet service provider failure, industrial action, civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

19. Termination

19.1 TRAC may terminate this Agreement or suspend the Service in the following circumstances:

19.1.1 If the Client fails to pay Fees due under Clause 4 of this Agreement;

19.1.2 If the Client is in breach of the terms of this Agreement;

19.1.3 If the Client becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;

19.1.4 If the Client is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or

19.1.5 If the Client has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

19.2 The Client may terminate this Agreement in the following circumstances:

19.2.1 If TRAC is in material breach of the terms of this Agreement and where the breach is capable of remedy, that breach has not been remedied within 60 days of receiving the Client's notice of such breach and requiring that the same is remedied;

19.2.2 If TRAC becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;

19.2.3 If TRAC is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or

19.2.4 If TRAC has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

19.3 Within 7 Business Days of the termination of this Agreement in accordance with this Clause 19 or the expiry of this Agreement, the Client shall uninstall or otherwise remove any means of access to Tractivity and ASP Infrastructure including, but not limited to, client software supplied by TRAC for that sole purpose. Immediately following taking such action, the Client shall inform TRAC in writing that such action has been taken. TRAC shall have the right to dispatch a representative to the Client's premises for verification purposes.

20. Notices

20.1 All notices under this Agreement shall be in writing.

20.2 Notices shall be deemed to have been duly given:

20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

- 20.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 20.2.3 on the fifth Business Day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 20.2.4 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.
- 20.3 In each case notices should be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. Relationship of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between TRAC and the Client.

22. Assignment

Neither Party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other, except that TRAC may assign its rights and obligations under this Agreement to any of its subsidiary undertakings, holding company or subsidiary undertaking of its holding company at its sole discretion without requiring agreement from the Client.

23. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

24. Entire Agreement

- 24.1 This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently. For the avoidance of doubt, the terms of this Agreement take precedence over any conditions contained in a Client purchase order provided for the purpose of authorising payment unless agreed in writing by both parties.
- 24.2 Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of the Parties.
- 24.3 No person other than a Party shall be entitled to enforce any term of this Agreement direct against a Party.

25. Modern Slavery

Both parties individually represent and warrant that:

- 25.1.1 it has not been and is not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking ("Slavery and Human Trafficking");
 - 25.1.2 its employees and agency workers are paid in compliance with all applicable employment laws and minimum wage requirements; and
 - 25.1.3 it will take reasonable steps to prevent Slavery and Human Trafficking in connection with the its business.
- 25.2 Both parties shall demonstrate to the other's satisfaction that the representations and warranties given above are true and accurate.
- 25.3 Both parties agree to respond to all requests for information required by the other for the purposes of completing the annual anti-slavery and human trafficking statements as required by the UK's Modern Slavery Act 2015.
- 25.4 Either party will permit the other and its third party representatives, on reasonable notice during normal business hours, but without notice if there are reasonable grounds to suspect an instance of Slavery and Human Trafficking to access and take copies of either party's records and any other information held at that party's premises and to meet with the that party's personnel and more generally to audit that party's compliance with its obligations under this Clause 21.4. Both parties shall give all necessary assistance to the conduct of such audits during the Term of this Agreement.
- 25.5 Any instances of Slavery and Human Trafficking connected to either party will entitle the other to immediately terminate this Agreement.

26. No Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

27. Non-Exclusivity

The relationship between the Parties under this Agreement is and shall remain non-exclusive. Both parties are free to enter into similar relationships with other parties.

28. Law and Jurisdiction

- 28.1 This Agreement (and any disputes arising under or in connection with it) shall be governed by the laws of England and Wales and the Parties agree to submit all disputes arising under or in connection with it to the exclusive jurisdiction of the English courts.

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.

|

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).
Anniversary Date	The anniversary of the Start Date for each Year during the Term.
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 <p>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.</p>
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.

Expression	Meaning
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.
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.

Expression	Meaning
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	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>
Controller	<p>Takes the meaning given in the UK GDPR.</p>
Crown	<p>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.</p>
Data Loss Event	<p>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.</p>
Data Protection Impact Assessment (DPIA)	<p>An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.</p>

Expression	Meaning
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.
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.

Expression	Meaning
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 <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> • 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.
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.

Expression	Meaning
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
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.

Expression	Meaning
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.
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

Expression	Meaning
	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.
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.

Expression	Meaning
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 • commit any offence: <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
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.

Expression	Meaning
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.
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.

Expression	Meaning
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.
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-controls/ck-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.

Expression	Meaning
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.
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: Chris Gooday, Information Governance Manager and Data Protection Officer, <mailto:dataprotection@nhsbsa.nhs.uk>

1.2 The contact details of the Supplier's Data Protection Officer are: **Damien Nutt**, Technical Director, damien.nutt@redigitalgroup.com

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> <p>Stakeholder names, stakeholder category, assigned levels of influence and interest, job titles, employer details, email addresses, telephone numbers, postal addresses, emails, social media details, notes of meetings, notes of telephone conversations, notes of email conversations, survey responses, opinions on the Client's business activities and political opinions.</p> <p>It is expressly acknowledged that the self service nature of the Tractivity software means that under normal usage the Buyer will be acting as Processor of its own data.</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are</p>

Description	Details
	<p>Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller
Duration of the Processing	For the duration of this agreement
Nature and purposes of the Processing	<p>It has been identified that an SRM solution is required by the Programme to manage stakeholder engagement, record stakeholder communications, relationships, and to record organisations status information on readiness. The SRM solution will hold relevant organisational intelligence (which may including personal data) captured through day to day business as usual engagement with the expected users of the Future NHS Workforce solution. This data will then be analysed wby NHSBSA Business analysts and shared as part of a supplier pack with the identified supplier of the Future NHS Workforce solution at the point of contract award to hep inform implementation and roll out.</p>

Description	Details
Type of Personal Data	Stakeholder names, stakeholder category, assigned levels of influence and interest, job titles, employer details, email addresses, telephone numbers, postal addresses, emails, social media details, notes of meetings, notes of telephone conversations, notes of email conversations, survey responses, opinions on the Client's business activities and political opinions.
Categories of Data Subject	Stakeholders are any individuals or employees/representatives of organisations that the Client engages with, or that otherwise demonstrates an interest in the Client's business activities.
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	The data will be returned at contract expiry.

Annex 2: Joint Controller Agreement

Not used