Contract Reference Number: ITC11444A

Date: March 2014

Contract for Services

between

Greater London Authority

and

Midland HR Limited

Version: Generic March 2012

Contents

CLAUSE HEADING ..... PAGE

1. **DEFINITIONS AND INTERPRETATION** 3
2. **COMMENCEMENT AND DURATION** 10
3. **THE SERVICES** 10
4. **CHARGES** 12
5. **PAYMENT PROCEDURES AND APPROVALS** 12
6. **WARRANTIES AND OBLIGATIONS** 14
7. **OPERATIONAL MANAGEMENT** 14
8. **SERVICE PROVIDER'S PERSONNEL** 15
9. **SUB-CONTRACTING AND CHANGE OF OWNERSHIP** 16
10. **CONFLICT OF INTEREST** 17
11. **ACCESS TO PREMISES** 17
12. **COMPLIANCE WITH POLICIES AND LAW** 18
13. **CORRUPT GIFTS AND PAYMENT OF COMMISSION** 23
14. **EQUIPMENT** 23
15. **QUALITY AND BEST VALUE** 23
16. **RECORDS, AUDIT AND INSPECTION** 24
17. **SET-OFF** 24
18. **INDEMNITY** 24
19. **INSURANCE** 25
20. **THE AUTHORITY'S DATA** 25
21. **INTELLECTUAL PROPERTY RIGHTS AND LONDON 2012** 26
22. **PROTECTION OF PERSONAL DATA** 26
23. **CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY** 26
24. **FREEDOM OF INFORMATION** 27
25. **DISPUTE RESOLUTION** 28
26. **BREACH AND TERMINATION OF CONTRACT** 29
27. **CONSEQUENCES OF TERMINATION OR EXPIRY** 31
28. **DECLARATION OF INEFFECTIVENESS** 32
29. **SURVIVAL** 33
30. **RIGHTS OF THIRD PARTIES** 33
31. **CONTRACT VARIATION** 33
32. **NOVATION** 33
33. **NON-WAIVER OF RIGHTS** 34
34. **ILLEGALITY AND SEVERABILITY** 34
35. **NOTICES** 34
36. **ENTIRE AGREEMENT** 34
37. **COUNTERPARTS** 35
38. **RELATIONSHIP OF THE PARTIES** 35
39. **FURTHER ASSURANCE** 35

40. **GOVERNING LAW** 35
SCHEDULE 1 - KEY CONTRACT INFORMATION 37
SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT 39
SCHEDULE 3 - SPECIFICATION 54
SCHEDULE 4 - CHARGES 197
SCHEDULE 5 - PROJECT PLAN 199
SCHEDULE 6 - FORM FOR VARIATION 200
SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS 202

THIS CONTRACT is made the day of 2014

BETWEEN:

(1) The Greater London Authority (**"the Authority"**); and

(2) Midland HR Limited, a company registered in England and Wales (Company Registration Number [ ]) whose registered office is at Peterbridge House, The Lakes, Northampton, NN4 7HB ("**the Service Provider"**).

RECITALS:

Provision of an HR Online Service*;*

The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.

The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

Definitions and Interpretation

In the Contract (including the Recitals):

unless the context indicates otherwise the following expressions shall have the following meanings:

"Approved Driver Training"	the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training the details of which can be found at: www.fors-online.org.uk
"Authority Premises"	any land or premises (including temporary buildings) owned or occupied by or on behalf of the Authority (and where the Authority is TfL, including any member of the TfL Group);

"Bronze Membership"	the minimum level of FORS membership, the requirements of which are more particularly described at: www.fors-online.org.uk
"Business Day"	any day excluding Saturdays, Sundays or public or bank holidays in England;
"Car-derived Vans"	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
"Cessation Plan"	a plan agreed between the Parties or determined by the Authority pursuant to Clause 28 to give effect to a Declaration of Ineffectiveness;
"Charges"	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 and/or Clause 31;
"Class VI Mirror"	a mirror fitted to a Freight Vehicle that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;
"Close Proximity Sensor"	a device consisting of either a camera and/or a sensor system that detects objects in a vehicle's blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle's indicators are engaged;
"Collision Report"	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
"Confidential Information"	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (and where the Authority is TfL, including the TfL Group) whether commercial, financial, technical or otherwise, and including information which relates to the business

	affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority (and where the Authority is TfL, any member of the TfL Group);
"Contract"	this contract, including the Schedules and all other documents referred to in this contract;
"Contract Information"	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
"Contract Manager"	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
"Contract Commencement Date"	the date for commencement of the Contract specified in Schedule 1;
"Declaration of Ineffectiveness"	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;
"Driver"	any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service Provider while delivering the Services;
"DVLA"	Driver and Vehicle Licensing Agency;
"Force Majeure Event"	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event ("**Affected Party**") to perform its obligations in accordance with the terms of the Contract but excluding any

	such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
"FORS"	the Fleet Operator Recognition Scheme, which is an accredited membership scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate members to improve their compliance with relevant laws and their environmental, social and economic performance;
"FORS Membership Terms"	the terms of the membership agreement of the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
"Freight Vehicle"	a Lorry, a Van or a Car-derived Van;
"Holding Company"	any company which from time to time directly or indirectly controls the Service Provider where "control" is as defined by section 840 of the Income and Corporation Taxes Act 1988;
"Insolvency Event"	any of the following: the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order; a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of the Service Provider and/or the Holding Company; being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency); the Service Provider and/or the Holding

	Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986; being an individual or firm, the Service Provider becoming bankrupt or dying; any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;
"Intellectual Property Rights"	any patent, know-how, trade mark or name, service mark, design right , copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
"Key Personnel"	the Service Provider's key personnel named in Schedule 1;
"Lorry"	a vehicle with an MAM exceeding 3,500 kilograms;
"Losses"	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
"MAM"	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
"Milestone"	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

"Parties"	the Authority and the Service Provider (including their successors and permitted assignees) and **"Party"** shall mean either of them as the case may be;
"Procurement Manager"	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
"Project Plan"	the plan (if any) for implementation and/or project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
"Service Commencement Date"	the date for commencement of the Services set out in Schedule 1;
"Service Provider Equipment"	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
"Service Provider's Personnel"	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
"Services"	subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services and/or activities pursuant to Clause 31; and any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;
"Side Guards"	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations

	1986;
“Specification”	the specification and other requirements set out in Schedule 3;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“TfL Group”	TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the TfL Group”** shall refer to TfL or any such subsidiary;
“Transparency Commitment”	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received;
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms; and
“VAT”	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;

headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;

references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to

a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

the conflicting part of the Schedule is explicitly expressed to take precedence; or

the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;

the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract. In particular Schedule 2 (Special Conditions of Contract) shall have effect;

the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

The Services

The Service Provider:

shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

in connection with the provision of the Services:

grants to the Authority a non-exclusive non-transferable licence to Use the Product and the Documentation for the Purpose of Use;

grants to the Authority a non-exclusive non-transferable sub-licence to Use any Third Party Product for the Purpose of Use;

will provide the Implementation Services to the Authority;

will provide the Software Support Services to the Authority;

will provide or procure the provision of any Third Party Product Maintenance Services to the Authority;

will provide the Managed Service to the Authority in accordance with the Service Level Agreement (which may be amended by agreement from time to time); and

will provide the Product Business Pack indicated in the Schedule (if any);

in each case on the terms and subject to the conditions set out in Schedule 2 Part 2 (capitalised terms in this clause having the meaning set out in Schedule 2).

acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

The Service Provider shall provide the Services:

with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and

in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

~~Where reasonably requested to do so by the Greater London Authority or any of its other functional bodies (currently, Transport for London, the London Development Agency, the Metropolitan Police, the London Fire and Emergency Planning Authority) and provided the Service Provider is willing to so contract, the Service Provider shall contract with the GLA or such other functional body of the GLA on the terms of this Contract with only the necessary changes of Parties' details being made.~~

Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

Charges

The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

Payment Procedures and Approvals

The Service Provider shall invoice the Authority in respect of the Charges:

where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.

In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

5.7 Interest shall accrue at the interest rate of two percent (2%) above the base rate of HSBC Bank plc from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both

before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

Warranties and Obligations

Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

the Service Provider:

has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 1159 of the Companies Act 2006) to enter into and to perform the Contract; and

is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

the Contract is executed by a duly authorised representative of the Service Provider;

all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

Operational Management

The Authority authorises the Contract Manager to act as the Authority’s representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority

save in respect of issues relating to variations to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.

The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

Service Provider's Personnel

The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or, where TfL is the Authority any member of the TfL Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.

Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or where TfL is the Authority the TfL Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.

The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as agreed in the tender..

Sub-Contracting and Change of Ownership

The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Authority sees fit.

Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

be responsible for payments to that person;

remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor; and

where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

The Service Provider shall give notice to the Authority within 10 Business Days where :

there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and

(in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

Conflict of Interest

The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or where TfL is the Authority any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.

The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or where TfL is the Authority any member of the TfL Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

Access to Premises

Subject to Clause 8.4 any access to any Authority Premises made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging and/or low emission zone charging. The Service Provider shall:

have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;

ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and

not damage the Authority Premises or any assets on Authority Premises.

Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and where TfL is the Authority any member of the TfL Group.

The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

Compliance with Policies and Law

The Service Provider, at no additional cost to the Authority:

undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

acknowledges that the Authority is under a duty under section 76A of the Sex Discrimination Act 1975, section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex or marital status, race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and cooperate with the Authority where possible in satisfying this duty;

acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

eliminate unlawful discrimination; and

promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;

shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 1 and section 149 of the Equality Act 2010 as and when section 1 and/or section 149 come into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;

Where the GLA is the Authority the Service Provider shall:

12.1.7.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.6 as are relevant to the Contract and the Service Provider's activities;

obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. **-** 12.1.6;

assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. **-** 12.1.6;

on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.7 as if the sub-contractor were in the position of the Service Provider;

provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.7. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the

Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.7; and

inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, or the Equality Act 2010.

12.1.8 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where TfL is the Authority comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.8, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

enhance the environment and have regard to the desirability of achieving sustainable development;

conserve and safeguard flora, fauna and geological or physiological features of special interest; and

sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Fleet Operator Recognition Scheme Membership

Where the Service Provider operates Freight Vehicles, it shall within 90 days of executing the Contract:

(unless already registered) register for membership of FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to membership of FORS (the “Alternative Scheme”); and

have attained the standard of Bronze Membership of FORS (or higher) or the equivalent within the Alternative Scheme.

12.4 The Service Provider shall maintain the standard of Bronze Membership (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Membership Terms or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Membership of FORS, the maintenance requirements shall be undertaken in accordance with the periods set out in their FORS Silver or Gold membership agreement.

12.5 The Service Provider shall use its best endeavours to ensure that those of its sub-contractors who operate Freight Vehicles shall comply with clauses 12.3 and 12.4 as if they applied directly to the sub-contractor.

Safety Equipment on Vehicles

12.6 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:

12.6.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if Side Guards are fitted;

12.6.2 have a Close Proximity Sensor;

12.6.3 have a Class VI Mirror; and

12.6.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

Driver Licence Checks

12.7 The Service Provider shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Service Provider’s risk scale, provided that the Service Provider’s risk scale has been approved in writing by the Authority within the last 12 months:

12.7.1 0 – 3 points on the driving licence – annual checks;

12.7.2 4 – 8 points on the driving licence – six monthly checks;

12.7.3 9 – 11 points on the driving licence – quarterly checks; or

12.7.4 12 or more points on the driving licence – monthly checks.

Driver Training

12.8 The Service Provider shall ensure that each of its Drivers who has not undertaken:

12.8.1 Approved Driver Training in the last three years, undertakes Approved Driver Training within 60 days of the commencement of this Contract;

12.8.2 a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or an equivalent safety module provided by the Alternative Scheme).

Collision Reporting

12.9 Within 15 days of the commencement of this Contract, the Service Provider shall provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report on a quarterly basis and within five working days of a written request from the Authority.

FORS Reports

12.10 Within 30 days of its becoming a member of FORS or of the Alternative Scheme, the Service Provider shall make a written report to the Authority at fors@tfl.gov.uk detailing its compliance with clauses 12.6, 12.7 and 12.8 of this Contract (the "Safety, Licensing and Training Report"). The Service Provider shall provide updates of the Safety, Licensing and Training Report to the Authority at fors@tfl.gov.uk on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

Obligations of the Service Provider Regarding Subcontractors

12.11 The Service Provider shall procure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

12.11.1 For Lorries – Clauses 12.6, 12.7, 12.8 and 12.9; and

12.11.2 For Vans – Clauses 12.6.4, 12.7, 12.8 and 12.9.

Failure to Comply with Freight-related Obligations

12.12 Without limiting the effect of clause 26, if the Service Provider fails to comply with clauses 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10 and 12.11:

12.12.1 the Service Provider has committed a material breach of this Contract; and

12.12.2 the Authority may refuse the Service Provider, its employees, agents and Freight Vehicles entry onto any property that is owned, occupied or managed by the Authority.

Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority or where TfL is the Authority any member of the TfL Group nor favour any employee, officer or agent of the Authority or where TfL is the Authority any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority or where TfL is the Authority any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

Equipment

Risk in:

all Service Provider Equipment shall be with the Service Provider at all times; and

all other equipment and materials forming part of the Services (title to which will pass to the Authority) (**"Materials"**) shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

Quality and Best Value

The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

Records, Audit and Inspection

The Service Provider shall, and shall procure that its sub-contractors shall:

maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) (**"Records"**); and

retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract (**"Retention Period"**).

The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

Set-Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or where TfL is the Authority under any other contract with any member of the TfL Group or the Authority may recover such amount as a debt.

Indemnity

Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and where TfL is the Authority the other members of the TfL Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of the Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority and/or where TfL is the Authority any other member of the TfL

Group including by any of their respective employees, agents or sub-contractors.

Insurance

The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

public liability to cover injury and loss to third parties;

insurance to cover the loss or damage to any item related to the Services;

product liability; and

professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

The insurance cover will be maintained with a reputable insurer.

The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.

In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alterative Insurances with an insurer or insurers acceptable to the Authority.

The Authority's Data

The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relatin g to the Authority's data.

The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

Intellectual Property Rights and London 2012

The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.

The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.

The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

The Service Provider shall not (without the prior written approval of the London Organising Committee of the Olympic Games Limited ("LOCOG") in each case) represent that any Products or Services provided under the Contract have been endorsed or approved by the Authority, the British Olympic Association, the British Paralympic Association, LOCOG or any other official Olympic or Paralympic body, or that the Service Provider (including any of its products or services) are in any way associated with those organisations, the Olympic Games and/or Paralympic Games, or London 2012, including by publishing or issuing any statement (factual or otherwise) about the Service Provider's provision of the Products or Services to the Authority.

Protection of Personal Data

The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract and shall act in accordance with instructions from the Authority.

Confidentiality, Announcements and Transparency

Subject to Clause 23.6 and Clause 24, the Service Provider will keep confidential:

the terms of this contract; and

any and all Confidential Information that it may acquire in relation to the Authority.

The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.

The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:

which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);

which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 24.1 below) . The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 23.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

Freedom of Information

For the purposes of this Clause 24:

“FOI Legislation” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

“Information” means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

“Information Request” means a request for any Information under the FOI Legislation.

The Service Provider acknowledges that the Authority:

is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to the Contract, the Services or where TfL is the Authority any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

Dispute Resolution

The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract (“**Dispute**”) before resorting to litigation.

If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (**"Senior Personnel"**) of each of the Parties for resolution.

If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.

If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.

For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.

Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

Breach and Termination of Contract

Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

except as provided in and without prejudice to Clauses 26.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in

writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

the Service Provider is subject to an Insolvency Event;

in the event that there is a change of ownership referred to in clause 9.3 or the Service Provider is in breach of Clause 9.3;

the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.

Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 6 and/or any of its other obligations in respect of the Services under the Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party"**) may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider

written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.

Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.

To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice (**"Change Date"**) whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

Consequences of Termination or Expiry

Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

Upon expiry or termination of the Contract (howsoever caused):

the Service Provider shall, at no further cost to the Authority:

take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

On termination of the Contract under Clause 26.1 or a cessation of any Services under Clause 26.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 26.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

28. Declaration of Ineffectiveness

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.

28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 28 and to give effect to the terms of the Declaration of Ineffectiveness.

28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider

for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 28.

Survival

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

Rights of Third Parties

Save that any member of the TfL Group and the GLA has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including the GLA or any member of the TfL Group.

Contract Variation

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

Novation

The Authority may novate or otherwise transfer the Contract (in whole or in part).

Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

Entire Agreement

Subject to Clause 36.2:

the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by)
for and on behalf of)
The Authority)
Signature Print name and position
Date:

Signed by)
for and on behalf of)
the **Service Provider**)
Signature Print name and position

Date:

SCHEDULE 1 - KEY CONTRACT INFORMATION

Contract Reference Number: ITC1144A

Name of Service Provider: Midland HR

Commencement:

(a) Contract Commencement Date: ?

(b) Service Commencement Date: ?

Duration/Expiry Date: 48 months

Payment Period (see Clause 5.1):
4 weekly

Address where invoices shall be sent: GLA
Accounts Payable,
P.O. Box 45276,
14 Pier Walk,
SE10 1AJ

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider: None specified

Time for payment where not 30 days (see Clause 5.4):
30 days

Details of the Authority's Contract Manager

Name:
Address: GLA, City Hall, The Queen's Walk LONDON, SE1 2AA
Tel:
Email:

9. Details of the Authority's Procurement Manager

Name:
Address: Transport for London, 5th Floor, Faith Lawson House, 15-17 Dacre Street, LONDON, SW1H 0DJ.
Tel: **Email:**

Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility

Notice period in accordance with Clause 26.4 (termination without cause):
90 days

Address for service of notices and other documents in accordance with Clause 35:

For the Authority: **As in section 8**
For the Service Provider:

Office facilities to be provided to the Service Provider in accordance with Clause 11.3: None

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

PART A1 DATA PROTECTION

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Authority Personal Data"	Personal Data Processed by the Service Provider on behalf of the Authority;
"Data Subject"	as the meaning given to it by section 1(1) of the DPA;
"DPA"	the Data Protection Act 1998 and related secondary legislation (as amended from time to time);
"Personal Data"	has the meaning given to it by section 1(1) of the DPA;
"Processing"	has the meaning given to it by section 1(1) of the DPA and **"Process"** and **"Processed"** will be construed accordingly; and
"Sensitive Personal Data"	has the meaning given to it by section 2 of the DPA.

A1.1 Without prejudice to the generality of Clause 22, the Service Provider shall:

A1.1.1 take appropriate technical and organisational security measures, that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Personal Data;

A1.1.2 without prejudice to Clause A1.1.1, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data;

A1.1.3 provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clause A1.1.1 and A1.1.2;

A1.1.4 co-operate with the Authority in complying with any subject access request made by any Data Subject pursuant to the DPA and/or responding to any enquiry made or investigation or assessment of Processing initiated by the Information Commissioner in respect of any Authority Personal Data;

A1.1.5 when notified by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;

A1.1.6 take reasonable steps to ensure the reliability of personnel having access to Authority Personal Data and to ensure that such personnel are fully aware of the measures to be taken and the Service Provider's obligations under this Clause A1 when Processing Authority Personal Data; and

A1.1.7 not Process any Authority Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without the

Authority's prior written consent (which consent may be subject to additional conditions imposed by the Authority).

A1.2 When the Service Provider receives a written request from the Authority for information about, or a copy of, Authority Personal Data, the Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 10 Business Days from the date of the request.

A1.3 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-contractor or third party without prior written consent from the Authority (in the Contract or otherwise) and unless there is a written contract in place with the Authority which requires the sub-contractor or third party to:

A1.3.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and

A1.3.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 16.1, 16.2, 18.1, 20.2, 20.3, 22 and 23).

PROVIDED ALWAYS that no sub-contractor may assign or sub-contract (in whole or part) their rights or obligations under such (sub) contract and/or may not Process or permit the Processing of Authority Personal Data outside the United Kingdom without the explicit prior written consent of the Authority.

A1.4 Following termination or expiry of this Contract, howsoever arising, the Service Provider:

A1.4.1 may Process the Personal Data only for so long and to the extent as is necessary properly to comply with its non contractual obligations arriving under law (and will then comply with Clause A1.4.2);

A1.4.2 subject to Clause A1.4.2, will not retain any copy, abstract, precis or summary of any Authority Personal Data and will at the instructions of the Authority, either securely destroy or securely and promptly return to the Authority (in such usable format as and to the extent the Authority may require) the Personal Data and relevant records and documentation accordingly. Authority Personal Data may not be Processed following termination or expiry of the Contract (even after the expiry of a further 5 years) save as permitted by this Clause A1.

A1.5 Details of the Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

1. Data Subjects

The Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subjects:

[e.g. staff data or data about customers]

2. Categories of Data

The Personal Data to be Processed concerns the following categories of data:

[e.g. names; addresses; telephone numbers; photographs]

3. Purposes of the Processing

The Personal Data is to be Processed for the following purposes:

[set out purposes]

4. Manner of Processing

The Personal Data is to be Processed in the following manner:

[set out manner of processing]

5. Sensitive Personal Data

The Personal Data concerns the following categories of Sensitive Personal Data (if any):

[e.g. information about the data subject's racial or ethnic origin, political opinions, religious beliefs. Refer to section 2 of the DPA for other categories of Sensitive Personal Data]

6. Recipients

The Personal Data may only be disclosed to the following recipients or categories of recipients within the Service Provider's organisation:

[set out permitted recipients]

7. Onward Transfers

The Personal Data may only be shared with the following recipients or categories of recipients outside the Service Provider's organisation:

[set out permitted recipients]

A1.6 The Service Provider agrees that, and will procure that any sub-contractor will agree that, Authority Personal Data:

A1.6.1 must only be Processed in accordance with the Authority's obligations to comply with the DPA and by such of their personnel as need to know Authority Personal Data;

A1.6.2 must only be used as instructed by the Authority and as reasonably necessary to perform the Contract in accordance with its terms;

A1.6.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third parties or in relation to proposals or tenders with the Authority (or otherwise), whether on renewal of this Contract or otherwise, without the prior written consent of the Authority); and

A1.6.4 must not be used so as to place the Authority in breach of the DPA and/or to expose it to risk of actual or potential liability to the Information Commissioner, Data Subjects and/or reputational damage and/or to any order being made against the Authority preventing, suspending or limiting the Processing of Authority Personal Data.

A1.7 The Service Provider will, and will procure that any sub-contractor shall:

A1.7.1 promptly notify the Authority by telephone and within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the Contract and/or Clause A1 in relation to Authority Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data;

A1.7.2 keep the Authority properly and regularly informed consequently;

A1.7.3 fully cooperate with the reasonable instructions of the Authority in relation to the Processing and security of Authority Personal Data in accordance with the Contract and in compliance with the DPA (including procuring access to sub-contractor premises);

A1.7.4 cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing (whether in relation to Processing pursuant to the Contract, in relation to the DPA or in relation to any actual or suspected breach), whether by the Authority (or on its behalf) any central or local government audit authority, the Information Commissioner, police or otherwise and both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

A1.7.5 ensure all their personnel who can and/or do access Authority Personal Data are suitably trained in relation to the obligations to protect Personal Data in accordance with the DPA and this Contract, understand such obligations and comply with them and that such training is updated at reasonable intervals; and

A1.7.6 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided to it by the Authority from time to time.

A1.8 The Service Provider will, and will procure that any sub-contractor will, acknowledge:

A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Contract;

A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;

A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;

A1.8.4 notwithstanding Clause 26.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:

A1.8.4.1 exercise its step in rights pursuant to Clause A16;

A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.

A1.9 If the Service Provider Processes bank card details under the Contract, it shall comply with the Payment Card Industry Data Security Standard (PCI DSS) as updated from time to time, in providing the Services. The Service Provider shall demonstrate compliance on an annual basis to the Authority by providing confirmation in writing from a qualified Security Assessor if its compliance with PCI DSS.

A1.10 For the avoidance of doubt, and without prejudice to Clause A1.4, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.

A1.11 The indemnity in Clause 18 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.

6.1.1.2 is replaced with

The Service Provider is supplying the Product and providing the Managed Service and Software Support Services based upon an assessment made in good faith of the Authority's requirements as expressed in the information supplied by the Authority. The Service Provider shall not be liable for any failure to provide or any defect in the Product or Software Support Services to the extent that such failure or

defect is caused by an omission, error, inaccuracy or ambiguity in the expression of the Authority's requirements, in the information provided by the Authority.

PART A2 OTHER CONDITIONS

The terms and conditions of the Managed Service Agreement which follows shall apply as provided in clause 3.1.2.

THIS MANAGED SERVICE AGREEMENT is made on the date stated in the Schedule

B E T W E E N:-

(1) MIDLAND SOFTWARE LIMITED whose registered office is at Peterbridge House, 3 The Lakes, Northampton, NN4 7HB ('the Company')

A N D

(2) THE CUSTOMER whose name and particulars appear in the Schedule ("the Customer")

TERMS AND CONDITIONS

1 Definitions

In this Agreement:

1.1 The following expressions shall have the following meanings unless inconsistent with the context:

"Agreement" this Agreement including these terms and conditions, the Schedule and any annexures

"Agreement Date" the date stated in the Schedule

"Agreement Year" means a period of twelve months during the Term commencing on the Agreement Date or on any anniversary of the Agreement Date and includes any shorter period ending on the date of termination of the Agreement

"Associated Company" any holding company for the time being of the Customer and any subsidiary for the time being of the Customer or of any such holding company in each case carrying on business in the United Kingdom and the terms "holding company" and "subsidiary" shall have the meaning as given to them by Section 1159 of the Companies Act 2006

"Authorised Officer" the officer of the Customer specified in the Schedule or such other officer as may be notified by the Customer to the Company in writing from time to time or (if such office shall cease to exist or be vacant) the Chairman of the Customer or the person holding the equivalent position

"Authorised Representative" the officer of the Company specified in the Schedule or such other officer as may be notified by the Company to the Customer in writing from time to time or (if such post shall cease to exist or be vacant) the Chairman of the Company

"Charges" the charges set out in the Schedule

"Commencement Date" The date for the commencement of the Managed Service set out in the Service Level Agreement

"Concurrent User" a user of the Product who has logged on by entering their user name and password to gain access to the Product

"Country of Use" the country or countries specified in the Schedule

"Customer" the customer named in the Schedule

"Customer's Obligations" The obligations of the Customer set out or referred to in the Service Level Agreement

"Data" the Customer's payroll and personnel and associated data and that of the Associated Companies

"Data Controller" has the meaning set out in section 1(1) of the Data Protection Act 1998.

"Data Subject": an individual who is the subject of Personal Data

"Designated System" the browser software to be used by the Customer to access the Product as described in the Schedule

"Documentation" the operating manuals, user instructions and user guides in relation to the Product

"Employee" any person in respect of whom employment records are kept by the Customer or an Associated Company using the Product, including past or current employees, pensioners whether deferred or in receipt of payment, and non-employed office holders.

"Implementation Charges" The charges so designated in the Schedule

"Implementation Period" the period of one year beginning on the Agreement Date

"Implementation Services" The services detailed in the Schedule in connection with the installation and implementation of the Product

"Initial Charges" any charges shown under the heading "Initial Charges" in the Schedule

"Interfaces" the interfaces which operate between the Product and any other software application and which are listed in the Schedule and will be supplied by the Company to the Customer (whether standard or bespoke)

"Interface Charge" the charge so designated in the Schedule (or in the relevant Functional Requirements Specification referred to in clause 2.2) for each Interface

"Interface Maintenance Charge" the charges so designated in the Schedule

"Maintenance Charge" the charge so designated in the Schedule (subject to increase from time to time in accordance with the Agreement)

"Managed Service" the managed service to be provided by the Company as described in the Service Level Agreement

"Minimum Period" has the meaning given in the Schedule

"New Release" a version of the Product offered by the Company and which contains significant differences of functionality from the previous version or release and which is designated as a New Release by the Company

"Normal Working Hours" between 09.00 and 17.30 on a Working Day

"Payment Commencement Date" Means in relation to a Quarterly Charge the date stated in or ascertained in accordance with the Schedule, on which payment of that Quarterly Charge will commence

"Personal Data" has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Company is providing the Services.

"Previous Release" the release of the Product in use by the Customer prior to the adoption of a New Release.

"Processing and process" have the meaning set out in section 1(1) of the Data Protection Act 1998.

"Product" the Company's iTrent software product of the release number iTrent software product of the release number detailed in the Schedule incorporating the modules indicated in the Schedule as being licensed to the Customer and including any Sub-Releases and any Interfaces listed in the Schedule and any New Releases issued from time to time

"Purpose of Use" the use for which the Company has licensed the Product to the Customer as set out in the Schedule

"Quarter" A period of three months commencing on a Quarter Date

"Quarter Date" 1 January, 1 April, 1 July or 1 October

"Quarterly Charges" any charge shown under the heading "Quarterly Charges" in the Schedule (subject to increase from time to time in accordance with the Agreement)

"Representative" an officer, employee, sub-contractor or agent of the Company or the Customer or any other person working under the direction of the Company

"Server" The computer server at the Company's premises on which the Product is hosted as part of the Managed Service

"Service Level Agreement" the service level agreement in the Schedule which sets out the respective obligations of the parties in relation to the Managed Service.

"Services" The Implementation Services, the Software Support Services and the Managed Service

"Site" The premises of the Customer (if any) specified in the Schedule where any Implementation Services are to be provided

"Software Support Services" the support services to be provided by the Company pursuant to clause 7

"Specification" the specification for the Product as described in clause 4

"Sub Release" a partial re-issue of the Product issued by the Company from time to time to effect legislative upgrades and minor enhancements or corrections to the Product

"Term" the period commencing on the Agreement Date and ending on the date on which the Agreement terminates (however such termination is effected)

"Third Party Product" the third party computer software (if any) detailed in the Schedule

"Third Party Product Licence Charge" any charge so designated in the Schedule

"Third Party Product Maintenance Charge" any charge so designated in the Schedule

"Third Party Product Maintenance Services" any maintenance and support services in relation to the Third Party Product which are indicated in the Schedule as being provided or procured by the Company

"Use" (i) the processing or running of the Product, Third Party Product and the Documentation, via the Designated System;

(ii) the reading and possessing of the Documentation in conjunction with the use of the Product as aforesaid

"Working Days" each day excluding Saturdays, Sundays and English bank and other public holidays

1.2 A reference to a statutory provision shall be construed as including a reference to that provision as amended, consolidated or re-enacted (whether before or after the date of the Agreement).

1.3 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.

1.4 References to persons will be construed so as to include bodies corporate, unincorporated associations and partnerships.

1.5 References to clauses and Schedules are to clauses of these terms and conditions and Schedules to this Agreement.

1.6 References to the parties are to the parties to this Agreement.

1.7 The Schedule together with any annexures to the Agreement form part of the Agreement and will have the same force and effect as if expressly set out in the body of these terms and conditions. If there is a conflict between any provision in these terms and conditions and any provision in the Schedules or an annexure, then (unless expressly stated to the contrary in the Schedule or annexure) the provision in these terms and conditions will prevail.

1.8 The headings to the clauses of the Agreement are for ease of reference only and shall not affect the construction of this Agreement.

1.9 The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

1.10 Any obligation of one party to indemnify the other shall be deemed to mean that the party giving the indemnity will indemnify and keep indemnified the other party on a full indemnity basis against all losses and the term "losses" shall for the purposes of such indemnities be deemed to include costs, expenses, liability, injuries, losses, damages, claims, demands and legal costs and judgments.

2 The Company's Obligations

2.1 In consideration of the payment by the Customer of the Charges, the Company:
2.1.1 grants to the Customer a non-exclusive non-transferable licence to Use the Product and the Documentation for the Purpose of Use;
2.1.2 grants to the Customer a non-exclusive non-transferable sub-licence to Use any Third Party Product for the Purpose of Use;
2.1.3 will provide the Implementation Services to the Customer;
2.1.4 will provide the Software Support Services to the Customer;
2.1.5 will provide or procure the provision of any Third Party Product Maintenance Services; and
2.1.6 will provide the Managed Service in accordance with the Service Level Agreement (which may be amended by agreement from time to time);
2.1.7 will provide the Product Business Pack indicated in the Schedule (if any);
in each case on the terms and subject to the conditions of this Agreement.

2.2 In relation to any bespoke Interfaces before any work is carried out the Company and the Customer will agree a Functional Requirements Specification which will state the functional specification for that Interface and the Interface Charge and Interface Maintenance Charge payable for that Interface. A draft Functional Requirements Specification submitted by the Company will be deemed to be agreed by the Customer if it does not raise any objection to the same within 14 days of its submission.

3 Addition of Third Party Products

The Company and the Customer may from time to time by an Addendum to this Agreement (which shall set out the applicable terms of payment and other terms) add one or more additional Third Party Products to the Agreement.

4 Specification

The specification for the Product is as contained in the Product Summary for the relevant Sub-Release together with any other document annexed to the Agreement and designated by the Company in writing as forming part of the Specification. The Product Summary for the Current Sub-Release at the Agreement Date is as set out in the Schedule. The Customer shall be responsible for ensuring that the Product meets any legislative, regulatory or other standards that are of a legal or equivalent effect in each of the countries other than the UK and Republic of Eire in which it wishes to Use the Product and the Services.

5 Designated System and Implementation Services

5.1 It is the responsibility of the Customer to provide the Designated System.

5.2
5.2 The Customer has the overall responsibility, with the Company's assistance, for the process of implementing the Product for live use, which is referred to in this clause 5 as "the Project".

5.3 To assist the Customer in the Project the Company shall provide the Implementation Services to the Customer in the Implementation Period subject to the terms and conditions of the Agreement. In providing the Implementation Services the Company will determine the allocation of its Representatives and provide appropriately experienced staff for the number of Working Days stated in the Schedule. The configuration of the Product will be carried out by the Company's Representatives (as part of the Implementation Services) on behalf of the Customer and in accordance with the Customer's guidance which will be clearly and promptly given.

5.4 The Company's Project Manager will lead and manage the Project. This will include the scheduling of work assignments for both Company and Customer Representatives to deliver the Project, which will be subject to approval by the Customer's Project Manager (not to be unreasonably withheld or delayed). If the Customer cancels or postpones an agreed work assignment less than fifteen clear Working Days prior to the scheduled date, the Customer will pay an administration charge equal to 50% of the Charges for the Implementation Services in that work assignment.

5.5 The Customer's Project Manager will be responsible for managing the Customer's contribution to and overall responsibility for the Project. In connection with the Project the Customer shall at no cost to the Company:
5.5.1 provide all Company Representatives when at the Site with such facilities, equipment and media as may be reasonably necessary for the provision of the Implementation Services, together with such office services as may be reasonably necessary for that purpose;
5.5.2 provide appropriately qualified and experienced staff in sufficient numbers to fulfil the Customer's tasks as part of the Project;
5.5.3 ensure that its employees co-operate fully with all Company Representatives;
5.5.4 promptly provide the Company's Project Manager and the Company representatives with such information and documents as they may reasonably request, including making decisions on the Project without undue delay.

5.6 The Customer agrees to take the Implementation Services and to pay the Implementation Charges. Any unused Implementation Services may be invoiced by the Company at the end of the Implementation Period.

5.7 A Working Day of Implementation Services provided at the Site will be for at least 6 hours, plus breaks, within Normal Working Hours. If the start time for the delivery of Implementation Services at the Site on any Working Day would require Representatives to set off for the Site earlier than 7am, accommodation expenses will be chargeable.

5.8 The number of Working Days provided in Part 3 of the Schedule was estimated in good faith based upon the Company's assessment of the Customer's requirements as communicated to it by the Customer. The Company gives no warranty or guarantee that the Product can be installed and implemented within any estimated number of Working Days. Additional days can be provided (subject to availability) at the Company's prevailing rates.

5.9 When the Company is satisfied that the Product has, in its reasonable opinion, been efficiently and correctly configured, it will sign off the Project by issuing a certificate to that effect. If the Company is unable to sign off the Product it may recommend one or more of the following:
5.9.1 further changes to the configuration of the Product;
5.9.2 the provision of further services by the Company; and/or
5.9.3 the provision of additional resources by the Customer;
and may also suspend the Support Services pending the signing off of the Project.

5.10 The Company may revoke the sign off certificate issued under clause 5.9 at any time if it considers that changes have been made to the configuration of the same which have an adverse impact on the provision of the Support Services. For that purpose the Customer will allow the Company access to the Product on reasonable notice in office hours and the Company may elect to do this either at the Site or remotely. If the sign off certificate is revoked the Company shall again have the options as set out in clause 5.9.

6 Licence Restrictions

6.1 The licence to Use the Product and the Documentation is granted on the terms and subject to the conditions of this Agreement (including the restrictions in the Schedules).

6.2 The Third Party Products are licensed by the Company on the relevant terms and conditions for the licensing of the same as applicable from time to time which are displayed on the Company's website. The Customer will reimburse the Company the amount of all losses (including claims from any third party supplier of the Third Party Product), sustained or incurred by the Company in connection with any failure by the Customer to comply with such terms and conditions. If there is any conflict between the provisions of this Agreement and the terms and conditions of licensing Third Party Products , for the purposes of this clause 6.2 only the latter will prevail.

6.3 The licence of the Product, Third Party Product and Documentation shall commence on the Agreement Date and shall continue until terminated in accordance with clause 12.

6.4 Except as expressly permitted by the Agreement the Customer may use the Product, the Third Party Product and the Documentation for processing the Data solely for its own internal business purposes in the Country of Use and for no other purposes whatsoever (but this does not prohibit remote access to the Product from outside the Country of Use). Without limitation the Customer shall not permit the Use, implementation, configuration or support of the Product, Third Party Product or Documentation by any third party, agent or subcontractor, nor shall it use the Product, Third Party Product or Documentation on behalf of or for the benefit of any third party in any way whatsoever, including for the purpose of operating a bureau, rental or facilities management service.

6.5 The Customer may use the Product and the Third Party Product to provide payroll and HR services to an Associated Company for its own internal business purposes and may also permit the use of the Product by an Associated Company in connection with those services (subject always to clause 6.8). In either case clause 21.3 shall apply.

6.6 The Product and/or the Third Party Product may contain modules in addition to those indicated in the Schedule as being licensed to the Customer. These additional modules are not covered by the licence granted under or pursuant to this Agreement. The Customer shall not access, copy or otherwise use these additional modules. In particular:
6.6.1 The Data Integration Pack may only be used in conjunction with the Product and may not be used to access modules not licensed by the Agreement;
6.6.2 The 'Data Uploader' module of the Product is licensed for use only in migrating the Customer's Data onto the Product as part of the initial process of implementing the Product ready for live use. Any other use of the 'Data Uploader' module of the Product is not permitted without the prior written authority of the Company and any such authority will be limited to its specific terms.

6.7 The Licence of the Product is limited
6.7.1 to its use in storing and/or processing data in relation to the number of Employees stated in the Licence Restrictions in the Schedule ("the Employee Maximum"); and
6.7.2 to its use by the maximum number of Concurrent Users set out in the Schedule.
If the Customer wishes to increase the Employee Maximum (including as a result of the provision of services to an Associated Company) or the number of Concurrent Users it shall promptly notify the Company in writing and seek its agreement to the increase. The Company will not unreasonably refuse to agree the increase but an additional Initial Charge, Quarterly Charge and Maintenance Charge will be charged thereafter in relation to any agreed increase in the Employee Maximum or the number of Concurrent Users.

6.8 Save as expressly permitted by the Agreement the Customer agrees that it shall not itself or through any subsidiary, agent or third party copy, sell, transfer, lease, license, sub-license or otherwise deal with the Product, the Third Party Product, the Documentation or the Specification or any part thereof or any variations, modifications, copies, releases, versions or enhancements thereof or any supporting software or have any supporting or other software or program written or developed for it based on any confidential information supplied to it by the Company or its Representative.

6.9 If any unauthorised use is made of the Product, Documentation or Specification including any unauthorised assignment, novation or permission to use (including use by any organisation providing bureau or facilities management services) and such use is attributable to any act or default of the Customer then without prejudice to the Company's other rights and remedies, the Customer shall pay to the Company an amount equal to the charges which the unauthorised user would have been obliged to pay had the Company granted a licence to the unauthorised user from the beginning of the period of the unauthorised use.

6.10 Where the Product is not hosted by the Company the Customer will keep full, accurate and up to date records in order to enable the Company or its Representatives to assess the number of Employees whose data is stored and/or processed on or by the Product at any time and the number of Concurrent Users and also full, accurate and up to date records of the whereabouts of any copies of the Product and Documentation made by the Customer. The Customer grants the Company and its Representatives the right on reasonable prior written notice to enter the Customer's premises and inspect such records and inspect the use by the Customer of the Product, Third Party Product and Documentation, including access to the Product, Third Party Product and the Designated System, in each case, at reasonable times during Normal Working Hours

7 Software Support Services

7.1 Subject to compliance by the Customer with its obligations under this Agreement, the Company shall for the duration of this Agreement provide the Software Support Services in relation to the Product in accordance with this clause 7.

7.2 In this Clause the following expressions shall have the following meanings unless inconsistent with the context:
"Current Sub-Release" the most recent mandatory Sub-Release (see clause 7.11), or a subsequent non-mandatory Sub-Release which the Customer has in fact implemented;
"Fix" means an amendment to the Product supplied by the Company which is not classified as a Sub-Release;
"Malfunction" means any failure of the Product to operate, in the Company's opinion, in accordance with the Documentation or (in the case of a bespoke Interface) with the relevant Functional Requirements Specification;
"Service Request" means any request by a customer for assistance in operating the Product, including the notification of a Malfunction;
"Support Hours" means the hours between 09.00 and 17.00 hours on a Working Day.

Service Requests
7.3 A Service Request may be made by the Customer to the Company by telephone, e-

mail or fax to the Service Desk during Support Hours, or via the Company's extranet at any time, and by no other method. A Service Request will be deemed to be received by the Company at the time of the call, e-mail or fax if made or sent during Support Hours, or at 9 am on the next Working Day if made or sent outside Support Hours.

7.4 The Company shall use reasonable endeavours to correct or provide an alternative solution or "work around" to any Service Request made by the Customer. The Service Desk operates a "fair usage" policy to Service Requests which do not concern a Malfunction but will not be obliged to provide any advice or guidance not related to a Malfunction or to provide assistance necessitated by the Customer's failure to obtain adequate or appropriate training for its staff

7.5 Service Requests will be classified and prioritised by the Company according to severity and urgency. The Company's target shall be to respond to 80% of Service Requests within 1 Support Hour of receipt, and to resolve or provide an alternative solution to 70% of Service Requests within **30** Working Days of receipt, or at its discretion in a future Sub-Release. The Company reserves the right to decline to fix a Malfunction if it deems it uneconomic to so, or contrary to the benefit of the majority of its Customers.

7.6 Where the Product is not hosted by the Company the Company shall update the Product with such Sub-Releases and Fixes as the Company shall from time to time make available to its Customers and the Customer shall (unless otherwise agreed) be responsible for installing and using such Sub-Releases and Fixes.

7.7 The Company shall provide the Customer with all documentation which the Company deems necessary for the utilisation of any Sub-Releases and Fixes installed by the Company from time to time.

7.8 The Company assist the Customer with a Malfunction or possible Malfunction by telephone, e-mail, fax or via the Extranet during Support Hours.

7.9 The Company may charge, at its standard rates in force at the time, for services, technical advice or assistance provided by the Company beyond the correction of Malfunctions but will notify the Customer before undertaking any chargeable work. Queries relating to a Third Party Product or hardware may be referred to the relevant manufacturer or producer and the Company shall have no further obligations in relation thereto.

7.10 The Customer shall:
7.10.1 ensure that the Product and the Third Party Product are used in a proper manner by competent trained employees only or by persons under their supervision;
7.10.2 notify each software fault through the Company as it arises and shall supply the Company with a documented example of such fault;
7.10.3 co-operate fully with the Company in diagnosing any software fault including by permitting access to the Product by the Company;
7.10.4 make available to the Company free of charge all reasonable facilities and services which are required by the Company at the Site if required to enable it to provide the Software Support Services;
7.10.5 not request, permit or authorise anyone other than the Company or the Company's nominated representatives to provide any support services in respect of the Product.

7.11 If a Sub-Release of the Product issued by the Company from time to time is designated by the Company as "mandatory", the Customer shall permit the Company to implement the Sub-Release within the period indicated by the Company, which shall not be less than 90 days from when the Company gives written notice. Unless designated mandatory, the Customer is not obliged to permit the implementation of a Sub-Release. The Company is not obliged to provide support for the Product if the Customer does not permit it to implement a mandatory Sub-Release within the required period.

7.12 All materials relating to the Software Support Services will be delivered or sent to the Customer in printed and/or electronic form in accordance with the Company's standard formats including (at the Company's option) over the Internet.

7.13 The Company shall use its reasonable endeavours to amend, replace or add to the Product as may be required by the issue of a Sub-Release to give effect to changes in Government legislation (including Acts of Parliament and Statutory Instruments, but not further or otherwise) from the date when such change takes effect.

7.14 The Company may at its discretion incorporate in any Sub-Release any addition or change to Government legislation, in whole or in part, in its software for whichever application area it considers appropriate, irrespective of whether that application area is included in the Product.

7.15 If new Government legislation is enacted such that the Company must incur substantial expense in modifying the Product to provide new functionality then such functionality including any required interfaces shall be made available to the Customer as a new Sub-Release or an additional module of the Product at such reasonable extra cost (if any) as the Company shall from time to time determine. In such cases the Company will use reasonable endeavours to provide the new functionality in sufficient time to enable the Customer to install and implement it before the legislation takes effect but shall not be liable if despite such endeavours it is unable to do so.

7.16 In providing these Software Support Services, the Company shall not be obliged to take account of any changes to local or national collective bargaining or similar arrangements whether statutory or otherwise or to any extra-statutory concessions or arrangements which are industry-specific or sector-specific and not applicable to employees in general. The Company may make a separate annual charge for changes to the Regulatory Returns module, if included.

7.17 New Releases of the Product may be made available from time to time. In such cases, the Customer shall be required to implement the New Release within such period as the Company may in its discretion determine provided that such period shall not be less than 36 months from when the Company gives written notice.

7.18 On adoption of a New Release by the Customer an additional Initial Charge, Quarterly Charge and Maintenance Charge will be payable. These will be invoiced following the Customer's request for the delivery of the New Release and the invoice will be payable within 15 days.

7.19 the Company will install the New Release as soon as reasonably practicable after the payment of the Company's invoice for the additional Initial Charge and first payment of the additional Quarterly Charge and Maintenance Charge.

7.20 Once installed the New Release shall be deemed to form part of the Product for the purposes of the Agreement. The Previous Release shall cease to be licensed or supported once the certificate referred to in clause 11.1.6 is signed by the Customer.

Exceptions to the Software Support Services
7.21 The Company shall not be obliged to provide:
7.21.1 support for Malfunctions caused by using the Product otherwise than in accordance with the Documentation;
7.21.2 support or maintenance of software, accessories, attachments, computer hardware, systems or other devices not supplied by the Company;
7.21.3 diagnosis or rectification of problems not attributable to a Malfunction in the Product;
7.21.4 loss or damage caused directly or indirectly by operator error or omission;
7.21.5 support for any Sub-Release other than the Current Sub-Release;
7.21.6 support for any modifications to the Product or the Documentation;
7.21.7 the Software Support Services if the Product and/or Third Party Product is or are being used via a computer or network other than the Designated System;
7.21.8 support for any part of the Product which has been installed or implemented by a third party without the permission of the Company.

Suspension, Amendment and Termination
7.22 No support services shall be provided by the Company while the Customer is in default of its payment obligations to the Company under any agreement between the Company and the Customer.

7.23 No refund of any charge shall be made on termination or suspension of the Software Support Services in accordance with this clause 7.

7.24 The Software Support Services and the provisions of this clause 7 may be amended at any time upon 90 days' written notice by the Company to the Customer.

7.25 the Company may suspend its obligations under this clause 7 by 7 days' notice in writing to the Customer to that effect:
7.25.1 if the Customer fails to adopt and implement a New Release within the period required by clause 7.17; or
7.25.2 if the Customer fails to comply with any of its obligations under clause 7.10.

7.26 The provision of maintenance and support services by the Company for any Third Party Product is limited to that described in this clause 7. The Company shall procure the provision of any Third Party Product Maintenance Services where so indicated in the Schedule on the terms and subject to the conditions referred to in or attached to the relevant Third Party Product Schedule.

8 Managed Service

Service Level Agreement
8.1 The Service Level Agreement sets out the detailed operational procedures for the performance by the Company and the Customer of their respective obligations under this Agreement in respect of the Managed Service. In the event of any conflict between the provisions of the Service Level Agreement and the provisions of these terms and conditions the provisions of these terms and conditions shall prevail.

8.2 Changes to the Service Level Agreement may be made by the mutual agreement of both parties. Any changes to the Service Level Agreement will be made in accordance with the procedures set out under Clause 8 of this Agreement.

8.3 The Customer acknowledges that the provision of the Managed Service is dependent on the timely fulfilment of the Customer's Obligations.

8.4 Notwithstanding the provisions of clause 8.3 the Customer shall provide all assistance necessary to enable the Company to meet its obligations under this Agreement including, without limitation, the provision of any information, data or assistance which the Company considers necessary in connection with the provision of the Managed Service and the Customer shall ensure that those members of staff who are allocated to liaise with the Company on all matters related to the Managed Service are adequately trained and familiar with the requirements of this Agreement.

8.5 In the event that the Customer fails to fulfil any of the Customer's Obligations in whole or in part or, where appropriate, by the date specified in the Service Level Agreement for such fulfilment, the Company shall not be liable for any failure by it to fulfil its obligations under this Agreement to the extent that the fulfilment of its obligations is dependent on the Customer fulfilling the Customer's Obligations. Where there is a date or time period set out in the Service Level Agreement for the fulfilment by the Company of any of its obligations under this Agreement the date or time period for the fulfilment of such obligations shall be extended by an amount equal to any delay caused by any failure by the Customer to fulfil any of the Customer's Obligations.

Management and Meetings
8.6 Each party shall forthwith notify the other in writing of its nominated Representative for all purposes connected with the day to day management of the Services in accordance with the Service Level Agreement and shall forthwith notify the other in writing of any changes to .that nomination

8.7 Until notice of a change shall have been given the parties shall be entitled to treat the persons last notified as being the nominated Representative.

8.8 The Company's Representative or his nominee shall attend review meetings as outlined in the Service Level Agreement. The purpose of these meetings is to discuss any concerns as to the nature or quality of the Services and to agree corrective action plans which shall be put into effect within a reasonable period agreed between the parties.

8.9 If either party calls a meeting (other than a regular meeting referred to in Clause 8.8 above) to discuss or review any matter relating to this Agreement then the following rules shall apply to the conduct of that meeting:
8.9.1 the party calling the meeting shall give to the other no less than five Working Days' written notice of the date and time of the meeting setting out the matters for discussion. The other party may also give written notice of matters for discussion at the meeting no later than three Working Days before the meeting; and
8.9.2 each party shall ensure that the persons attending the meeting on its behalf have the authority and knowledge to resolve at the meeting those matters set down for discussion.

8.10 If the Customer requests such a meeting to be held the Company may charge the Customer for the attendance of any of its representatives at a meeting held in accordance with Clause 8.9 above at the Company's prevailing rates appropriate to the individuals attending the meeting.

Server
8.11 Where the Server is the property of the Customer the Company is authorised to use the Server for hosting the Product as part of the Managed Service and he Customer shall not be entitled to install, host or operate any other software on the Server.

Change Control
8.12 The Company may recommend and the Customer may request changes to the Service Level Agreement from time to time. Any such amendments must be in writing using the company's current change request form.

8.13 The Company shall, as soon as reasonably practical after receiving a change request form or confirmation from the Customer that it wishes in principle to proceed with a change recommended by the Company, for any amendments to the Service Level Agreement, provide details of the anticipated effect of the amendments upon the Managed Service and the Service Level Agreement any other proposed changes to this Agreement and any anticipated costs or savings which would result from the change ("the Proposal"). A revised Draft Service Level Agreement may be issued with the Proposal. The preparation of the Proposal may incur charges which will be agreed in advance.

8.14 A Proposal will be valid for acceptance as stated in the Proposal.

8.15 If the Proposal is accepted, the change to the Service Level Agreement will be recorded in a Change Control Notice to which a revised version of the Service Level Agreement will be annexed where appropriate.

8.16 Any Change Control Notice will only be effective if signed by both the Customer's Authorised Officer and the Company's Authorised Officer. Once signed the Change Control Notice shall be deemed to form part of the Agreement and will amend and, to the extent of any conflict, take precedence over the original terms and conditions set out in the Agreement and any revised Service Level Agreement annexed to the Change Control Notice will be deemed to form part of this Agreement in substitution for the previous version.

8.17 Until a Change Control Notice is signed by the Customer's Authorised Officer and the Company's Authorised Officer, then the parties shall perform their obligations in the manner set out in the Agreement including the Service Level Agreement.

Data Protection

8.18 The Company and the Customer acknowledge that for the purposes of the Data Protection Act 1998, the Company is the Data Processor and the Customer is the data controller in respect of any Personal Data. The Customer acknowledges that the Company is reliant on the Customer for direction as to the extent that the Company is entitled to use and process Personal Data and that such direction will be set out in the Service Level Agreement.

8.19 Each of the Customer and the Company warrants to the other that it has registered under the Data Protection Act 1998 in respect of the Personal Data and shall continue to comply with its requirements. If either party breaches its obligations under that Act (or any successor legislation) it shall indemnify the other from and against any resulting losses. The Company shall be entitled to relief from liability where an individual whose Personal Data has been processed by the Company makes a claim or complaint about the Company's processing to the extent that such processing results directly from instructions from the Customer or its Associated Company.

8.20 The Company shall process the Personal Data only in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the Customer.

8.21 The Company shall, having regard to the state of technological development and the cost of implementing the measures take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

8.21.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

8.21.2 the nature of the data to be protected [including, but not limited to, the security measures set out in the Service Level Agreement.

8.22 Where set out in the Service Level Agreement, the Company may authorise a third party ("sub-contractor") to process Personal Data of the Customer provided that the sub-contractors contract:-
8.22.1 is on terms which are substantially the same as those set out in this Agreement in respect of the processing of Personal Data; and
8.22.2 terminates automatically on the termination of this Agreement.

8.23 Where the Service Level Agreement states that the Company is to use a sub-contractor for the Services or part thereof, and
8.23.1 the sub-contractor is based outside of the European Economic Area; and/or
8.23.2 the country to which the Personal Data is being transferred has not been the subject of a finding of adequacy within the meaning of Article 25 of the Data Protection Directive; and/or
8.23.3 the sub-contractor (where based in the United States of America) has not signed up to the safe harbour agreement;
the Company shall ensure that any such contract with the sub-contractor shall contain the standard clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection pursuant to EC Directive 95/46, notwithstanding that the Company is not a Data Controller in respect of the Personal Data.

8.24 The Customer shall ensure that it, and its Associated Companies, comply with any relevant local legislation, regulations or codes of practice in respect of the Personal Data and shall indemnify the Company against any loss, claim or expense that it may suffer as a result of a failure by the Customer to comply with such legislation, regulations or codes of practice.

8.25 The Customer warrants to the Company that:-
8.25.1 all Personal Data provided to the Company pursuant to this Agreement will be, to the best of its knowledge, accurate and complete in all material respects, and that the Customer is entitled to provide the same to the Company without recourse to any third party;
8.25.2 without limitation to the foregoing, the Personal Data does not and shall not, so far as it is aware, infringe the rights of any third party;
8.25.3 it shall comply with all aspects of all application data protection legislation (including without limitation the Data Protection Act 1998) as a Data Controller and in supplying to or making available to the Company any Personal Data for processing by the Company in performance of its obligations under this Agreement;
8.25.4 any organisation that it, or one its Associated Companies, appoints to provide services related to the Services, will have contractually agreed to comply with obligations to ensure the protection of the Personal Data.

8.26 The Company acknowledges that the Personal Data belongs to the Customer.

Customer Obligations

8.26 The Customer shall not, and shall ensure that its Associated Companies, shall not:
8.26.1 interfere with the hosting and maintenance of the Product in any way;
8.26.2 knowingly or recklessly engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorised use of the website on which the Product is hosted;
8.26.3 knowingly or recklessly introduce into or transmit through the Product of the website on which the Product is hosted any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; or
8.26.4 store, distribute or transmit any material through the website on which the Product is hosted that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive, facilitates violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.

Assistance on Termination

8.27 The Company will assist the Customer as requested in making transition to a new provider on termination of the Agreement. Exit charges may apply,

9 Warranties

9.1 Subject to the other provisions of this clause 9 the Company warrants that:
9.1.1 the Product will operate in accordance with the Specification and Documentation when properly used as indicated in the Documentation;
9.1.2 the Documentation when used in conjunction with the Product will provide adequate instruction to enable such of the Customer's employees who are reasonably competent users and have successfully completed training courses in accordance with the Company's current minimum recommendations to make proper use of the Product;
9.1.3 the Product will incorporate and be able to deal with reference to currency expressed in Euros and be able to work in Sterling and any Euro based currency systems in accordance with any guidelines or rules laid down by the European Union or the UK government;
9.1.4 the Implementation Services and the Software Support Services will be provided with reasonable care and skill;
9.1.5 the Managed Service will be provided in accordance with the Service Level Agreement; and
9.1.6 it will process the Personal Data only in accordance with the Data Protection Act 1998 and as instructed by the Customer.

9.2 If it breaches any of the warranties given in clause 9.1 the Company shall at its option:
9.2.1 remedy any breach of the warranty in clauses 9.1.1 and 9.1.2 by providing the Software Support Services;
9.2.2 replace the Product or any part of the Product found not to conform to the warranty;
9.2.3 repeat performance of the part of the Implementation Services, the Managed Service or the Software Support Services found not to conform to the warranty; or
9.2.4 refund an appropriate proportion of the Charges paid by the Customer attributable to the part of the Implementation Services or the Software Support Services found not to conform to the warranty.

9.3 The warranties in clause 9.1 are conditional upon:
9.3.1 the Customer giving written notice to the Company in accordance with clause 20 of any alleged breach of any warranty within 30 days of the date when the Customer discovers or ought reasonably to have discovered the alleged breach;
9.3.2 the Customer affording the Company reasonable opportunity to inspect the Product and any part of it and/or investigate the failure in the provision of the Software Support Services; and
9.3.3 the Customer not having committed any breach of its obligations under this Agreement which has led or contributed to the breach of warranty concerned.

9.4 The Company gives no warranty in relation to the Third Party Product or in relation to the provision of the Third Party Product Maintenance Services other than that which it is able to pass on to the Customer by way of warranty given by the relevant supplier and as set out in the relevant terms and conditions for the licensing of the same as referred to in clause 6.2 and subject always to any exclusions and/or limitations of liability imposed by the supplier in respect of such warranty.

9.5 As between the parties any statement, condition or warranty, express or implied, statutory or otherwise, as to the Product, Documentation, Software Support Services, Third Party Product or Third Party Product Maintenance Services (other than as provided for in clause 9.1 and 9.4) is, in so far as the law allows, excluded.

10 Limitation of Liability

10.1 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by that party's negligence or for fraudulent misrepresentation.

10.2 The liability of the Company in respect of physical damage caused to the Customer's property as a result of the Company's negligence shall not exceed £5million in respect of any one event or series of events.

10.3 Subject to clauses 10.1 and 10.2, the Company shall not under any circumstances have any liability for any loss or damage which may be suffered by the Customer (or any other person having the benefit of this Agreement) whether arising in respect of any breach of this Agreement or any representation or tortious act or omission (including negligence and breach of statutory duty) or otherwise howsoever arising under or in connection with this Agreement, and which falls within any of the following categories:

10.3.1 special damage even if the Company was aware of the circumstances in which such special damage could arise;
10.3.2 loss of profits;
10.3.3 loss of revenue;
10.3.4 loss of anticipated savings;
10.3.5 loss of business opportunity;
10.3.6 loss of goodwill; or
10.3.7 loss or corruption of data;

provided that this clause 10.3 shall not prevent claims for direct financial loss arising out of a breach of the Data Protection Act 2006 or any other claims for direct financial loss that is not excluded by clauses 10.3.1 to 10.3.7.

10.4 The aggregate liability of the Company (other than the liability referred to in clauses 10.1 and 10.2, but including any liability in respect of any of the matters referred to in clause 10.3.1 to 10.3.7 for which it is found liable notwithstanding the provisions of clause 10.3):
10.4.1 in respect of any losses, damages, costs, claims or expenses which may be suffered by the Customer (or any other person having the benefit of this Agreement) and which arise out of or in connection with:-
10.4.1.1 any and all breaches of the terms of the Agreement (including claims arising in respect of a breach of warranty) during any Agreement Year; and
10.4.1.2 any and all torts or breaches of statutory duty committed by the Company (or by any officer, employee, sub-contractor or agent of the Company) in connection with the performance or purported performance of its obligations under the Agreement during any Agreement Year; and
10.4.2 under any indemnities given by the Company in the Agreement whether to the Customer or any other person having the benefit of this Agreement (other than the indemnity in clause 8.19);

shall not exceed 125% (one hundred and twenty five percent) of the aggregate of the total amount payable by the Customer by way of Initial Charges, Quarterly Charges and Maintenance Charge during the Agreement Year in which the breach, act, omission or other event giving rise to the losses, damages, costs or expenses in question, or giving rise to the obligation under the indemnity, occurred.

10.5 The aggregate liability of the Company in respect of all losses, damages, costs, claims, expenses or indemnities referred to in clause 10.4 and whether suffered or (in the case of indemnities) claimed by the Customer (or any other person having the benefit of this Agreement) during the Term or thereafter shall not exceed 125% (one hundred and twenty five percent) of the aggregate of the total amount payable by the Customer by way of Initial Charges, Quarterly Charges and Maintenance Charge during the Minimum Period.

10.6 in calculating the total amount payable by the Customer for the purposes of clause 10.4 or 10.5 any increase in the Quarterly Charges or Maintenance Charge during the Minimum Period, and any additional charges payable pursuant to clause 11.5, shall be disregarded.

10.7 The aggregate liability of the Company under the indemnity in clause 8.19 in respect of all losses, damages, costs, claims or expenses suffered or claimed by the Customer (or any other person having the benefit of this Agreement) during the Term or thereafter shall not exceed £1,000,000 (one million pounds) being the amount of the Company's insurance cover for such matters.

10.8 The parties have entered into this Agreement after due consideration and in the knowledge that the liability of the Company is to be limited in accordance with the terms of this Agreement and that the Charges have been set accordingly. The Customer acknowledges that:
10.8.1 a higher price would have been payable but for such limitations;
10.8.2 the Product has not been developed to meet the Customer's individual requirements and it is therefore the responsibility of the Customer to ensure that the facilities and functions as described in the Documentation meet its requirements;

10.8.3 prior to selecting the Product it has considered alternative suppliers and software products and has selected the Product as the most suitable for its needs taking into account considerations of functionality performance and price; and
10.8.4 Company shall not in any event be liable for any failure of the Product to provide any facility or function not specified in the Documentation.

10.9 The Company is supplying the Product and providing the Managed Service and Software Support Services based upon an assessment made in good faith of the Customer's requirements as expressed in the information supplied by the Customer. The Company shall not be liable for any failure to provide or any defect in the Product or Software Support Services to the extent that such failure or defect is caused by an omission, error, inaccuracy or ambiguity in the expression of the Customer's requirements, in the information provided by the Customer.

11 Charges

11.1 The Charges shall be due and payable by the Customer as follows:
11.1.1 The Initial Charges, Interface Charge (subject to clause 11.1.4) and Third Party Product Licence Charge shall be payable on the Agreement Date.
11.1.2 The Quarterly Charges and Interface Maintenance Charge shall be payable quarterly in advance by the payment method indicated in the Schedule commencing on the relevant Payment Commencement Date and on each succeeding Quarter Date after that date. The first and last such payment of any Quarterly Charge and Interface Maintenance Charge shall be apportioned for any part of a quarter from and including the Payment Commencement Date (in relation to the first such payment) and up to and including the date of termination of this Agreement (in relation to the last).
11.1.3 The Third Party Product Maintenance Charge shall be payable annually in advance by the payment method indicated in the Schedule the first such payment being due on the Agreement Date and subsequent payments being due on each anniversary of the Agreement Date. Any increases imposed on the Company by the provider of any Third Party Product Maintenance Services may be passed on by the Company to the Customer.
11.1.4 The agreed Interface Charge for a bespoke Interface will be payable within 7 days of the date of agreeing the relevant Functional Requirements Specification.
11.1.5 The Implementation Charges shall be payable as set out in clause 11.2.
11.1.6 The additional Initial Charge and Quarterly Charge payable on the adoption by the Customer of a New Release will be invoiced when the Customer indicates its intention to adopt the same and will be payable by the payment method indicated in the Schedule for the Quarterly Charge. The first payment of any additional Quarterly Charge shall be apportioned for any part of a quarter. The Quarterly Charge payable in respect of the Previous Release shall cease to be payable when the Customer signs a certificate confirming that all use of the Previous Release has ceased and all Data has been transferred to the New Release.
11.1.7 The cost of any work carried out by the Company in connection with matters which are the responsibility of the Customer or any correction or rectification by the Company of faults in relation to the Product caused by circumstances within the Customer's control will be charged at the Company's prevailing rates from time to time on a time and materials basis.

11.2 The Implementation Charges shall be payable as follows:
11.2.1 Where the Implementation Charges are expressed as an amount chargeable per day or Working Day, a minimum charge of one half of that amount will be charged for each part of a Working Day on which any Implementation Services are performed.
11.2.2 The Company will render to the Customer monthly in arrears at the end of each month an invoice showing the amount due in respect of the Implementation Charges provided during the month just ended. Any dispute or query relating to any invoice must be made by the Customer to the Company in writing within 10 days of the date of such invoice, otherwise the invoice will be treated as being accepted by the Customer.
11.2.3 The Implementation Charges are fixed on the basis that the Implementation Services are performed in Normal Working Hours. If the Company is required to provide any Implementation Services outside Normal Working Hours due to the Customer's action or inability to provide access in Normal Working Hours, an additional charge for the Implementation Services in question will be payable which will be separately agreed prior to their delivery, but otherwise the terms of the Agreement shall apply to such Implementation Services.

11.3 All Charges are separate. Where any Charges are disputed the Customer shall not be entitled to withhold payment of any Charges which are not the subject of that dispute.

11.4 The Charges shall be payable by the Customer in the currency shown in the Schedule without deduction of any bank charges or commissions.

11.5 The Quarterly Charge for the Managed Service is based on the production in each Quarter of payslips up to the number indicated in the Charges Schedule as the "Quarterly Payslip Provision". If in any Quarter the number of payslips produced by the Company exceeds the Quarterly Payslip Provision:
11.5.1 an additional charge, referred to as "the Overage Charge", will be payable by the Customer;
11.5.2 the Overage Charge will be calculated by multiplying the Overage Rate stated in the Charges Schedule by the number of payslips produced in that Quarter beyond the Quarterly Payslip Provision;
11.5.3 the Company shall invoice the Overage Charge following the end of the Quarter to which it relates;
11.5.4 the invoice shall be payable within 28 days of its receipt by the Customer;
11.5.5 in calculating the Overage Charge, the Quarterly Payslip Provision shall be apportioned for any part of a Quarter (i) from and including the Agreement Date to the day preceding the next Quarter Date and (ii) from the last Quarter Date during the period of the Agreement up to and including the date of termination of the Agreement.

11.6 The Company's reasonable travelling and subsistence expenses incurred in providing the Implementation Services to the Customer will be charged separately in accordance with the Company's prevailing rates from time to time and shall be due and payable within 30 days of the date of the Company's invoice. The Company's travelling time to the Site (or such other location as the Customer may request) will be charged separately at the hourly rate of 1/30th of the daily rate set out in the Schedule for the Services in question.

11.7 The cost of postage and packing of payslips is not included in the Quarterly Charge for the Managed Service and shall be invoiced in addition at the same time as the Quarterly Charge.

11.8 The Quarterly Charges, Maintenance Charge and Overage Rate shall be subject to review no more than once in each period of twelve months on such date as the Company shall determine.

11.9 No sum due under this Agreement shall be regarded as paid until the date of the actual receipt of cleared funds by the Company or its bankers.

11.10 All charges stated in the Agreement are net and exclusive of any taxes, duties or other additional sums associated with the Product or Services including Value Added Tax, withholding tax, import or other successor duties and any bank charges, commissions or deductions which shall be payable by the Customer. Any increases in costs to the Company in delivering the Product or Services may be passed on to the Customer by way of an increased Quarterly Charge.

11.11 If any sum due from the Customer to the Company is not paid by the Customer by the due date in accordance with this clause 11 the Company reserves the right (without prejudice to its other rights and remedies) to charge interest on the outstanding sum until payment at the rate of 4% above the current base rate of Lloyds TSB Bank Plc or such other bank as the Company may nominate. The Customer shall pay such interest on demand.

12 Commencement, Duration and Termination

12.1 This Agreement shall commence on the Agreement Date and shall continue for the Minimum Period and thereafter unless and until terminated under the provisions of clause 12.2.

12.2 The Agreement may be terminated:
12.2.1 by either party upon 12 months' notice in writing to the other given at any time after the expiration of the Minimum Period;
12.2.2 forthwith by either party if the other commits any material breach of this Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 15 Working Days of a written notice from the party not in default requiring the other party to remedy that breach;
12.2.3 forthwith by the Company if the Customer has not paid any amount due under this Agreement within 15 Working Days of a written notice given to the Customer that such payment is overdue;
12.2.4 forthwith by either party if any of the following events (or any event analogous to any of the following, in a jurisdiction other than England and Wales) occurs in respect of the other party:-
12.2.4.1 a proposal is made for a voluntary arrangement or for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
12.2.4.2 a shareholders' meeting is convened or a resolution is passed for its winding up (except for a bona fide reconstruction or amalgamation);
12.2.4.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditor's meeting is convened pursuant to S.98 of the Insolvency Act 1986;
12.2.4.4 a receiver, manager or administrative receiver is appointed over any or all of its undertaking or assets;
12.2.4.5 an administrator is appointed or an application is made for such an appointment or the making of an administration order, or;
12.2.4.6 it becomes insolvent within the meaning of S.123 of the Insolvency Act 1986; or
12.2.4.7 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.

12.3 On termination of this Agreement the Customer's licence to use the Product, Documentation and any Third Party Product (and all copies thereof) shall come to an end subject to clause 12.4. The Customer shall expeditiously return to the Company the Product, Documentation and any Third Party Product (and all copies thereof) or, if requested by the Company, destroy them, erase them from the Designated System (and any other computer or network) and certify in writing to the Company (in such form as the Company may require) that they have so been destroyed or erased.

12.4 The termination of this Agreement shall be without prejudice to the rights of the parties accrued up to the date of such termination. Clauses 10, 12, 13, 14, 15, 17, 18, 20 and 22 shall survive the termination of the Agreement and shall continue in force.

13 Intellectual Property Rights

13.1 The Customer acknowledges that:
13.1 all Intellectual Property Rights in the Product and any New Releases belong and shall belong to the Company, and the Customer shall have no rights in or to the Product or any New Release other than the right to use it in accordance with the terms of the Agreement;
13.2 any trademarks, trade names, copyright, patents and registered designs and any other intellectual property rights used or embodied on, in or in connection with the Product, the Documentation, the Specification, or arising out of the provision of the Implementation Services or the Software Support Services, shall be and remain the sole property of the Company or, where the same apply to any Third Party Product, of that third party.

13.2 The Company warrants that its title to and property in the Product is free and unencumbered and that it has the right, power and authority to license the same (including any software included in the Product which may have been originated by a third party) on the terms and subject to the conditions of this Agreement.

13.3 The Company will indemnify the Customer from and against all losses sustained or incurred by the Customer in connection with any infringement or alleged infringement of the rights of third parties arising out of the Use in accordance with the Agreement of the Product and the Documentation, or arising out of the provision of the Implementation Services or the Software Support Services, provided that:
13.3.1 the Customer has only used the Product and the Documentation strictly in accordance with the Agreement;
13.3.2 the Customer is not in material breach of the Agreement;
13.3.3 the Customer has notified the Company in writing of any alleged infringement within 15 Working Days of first knowing or being aware of such allegation;
13.3.4 the Customer has made no admission of liability without the prior written consent of the Company; and
13.3.5 the Customer has permitted the Company (at the Company's expense) to conduct any litigation and negotiations for settlement of the claim;
but clauses 13.3.1 to 13.3.5 shall only apply if and to the extent that the failure of the Customer to comply with those provisos affects the ability of the Company to exercise any of its options in clauses 13.6.1 to 13.6.3.

13.4 If the Customer fails to comply with the conditions in clause 13.3 the Customer shall indemnify the Company from and against all losses sustained or incurred by the Company which might have been avoided but for such failure.

13.5 The Company may defend or make settlement of any claims as referred to in clause 13.3 at its own discretion and the Customer shall give such assistance as the Company may reasonably require to defend or settle any such claims.

13.6 The Company may at its sole option and expense:
13.6.1 procure for the Customer the right to continue using the Product and/or the Documentation or any infringing part of either of them;
13.6.2 modify or amend the Product and/or the Documentation or any infringing part of either of them provided that any such modification or amendment does not (in the Company's reasonable opinion) materially adversely affect the capability and functionality of the Product and/or the Documentation;
13.6.3 replace the Product and/or the Documentation or any infringing part of either of them with other software of substantially similar capacity, capability and functionality or equivalent documentation in which case (where practicable) the Customer shall forthwith return to the Company the infringing part of the Product and/or Documentation and all copies of them or, if so requested by the Company, shall destroy them, erase them from the Designated System (and any other computer or network) and certify in writing to the Company (in such form as the Company may require) that they have been so destroyed and erased.
The Company will give the Customer advance notification of the option it intends to pursue under clauses 13.6.1 to 13.6.3. Following performance by the Company of any of the above options the Company shall not be liable in respect of any continuing use by the Customer of the infringing part of the Product and/or Documentation.

14 Confidentiality
14.1 Each party may receive from the other party confidential or proprietary information of the other party. All such information which is designated as confidential or which is otherwise clearly confidential in nature constitutes Confidential Information and neither party shall use Confidential Information for any purpose other than the performance of this Agreement or to enjoy the rights granted to it under this Agreement or copy or disclose any Confidential Information to any third party without the other party's prior written consent. Nothing in this clause shall prevent either

party from disclosing Confidential Information to such of its employees that require access to the Confidential Information in the performance of that party's obligations, provided such employees are bound by their contracts of employment or service not to disclose the same.

14.2 Without prejudice to clause 14.1 the Product, the Documentation, the Specification and all information, data, specifications, source or object codes which the Company may from time to time impart to the Customer are proprietary and confidential to the Company and the Third Party Product (together with any documentation, specifications, information, data, source or object codes which the Company or third party may from time to time impart to the Customer in connection with the Third Party Product) is proprietary and confidential to the third party in question and the Customer shall keep them confidential in accordance with clause 14.1.

14.3 Each party shall indemnify the other from and against any losses suffered or incurred by the other as a result of a breach by the first party of its obligations under this clause 14.

14.4 The restrictions in clause 14.1 and 14.2 shall not apply to:
14.4.1 items which were already in the possession of the party concerned before disclosure (except as a result of a breach of this Agreement);
14.4.2 items obtained from another source which is free to disclose the same;
14.4.3 items which are in the public domain (except as a result of a breach of this Agreement or any other agreement);
14.4.4 the compiling and copying of elements of the Data (which do not, taken together, comprise personal data) by the Company for the purposes of collating aggregated data or statistics for research purposes; or
14.4.5 information disclosed in accordance with clause 14.5.

14.5 The following provisions shall apply where the Customer is subject to the provisions of the Freedom of Information Act 2000 ("FOIA"):
14.5.1 The Company shall provide all reasonable assistance to enable the Customer to comply with any request received under the FOIA;
14.5.2 In the event that any request made under the FOIA relates to the Company, the Product, the Charges or any other matter which falls under the auspices of this Agreement, the Customer shall consult with the Company prior to disclosure;
14.5.3 Should the Company object to the disclosing of any information falling under the above it shall notify the Customer of its objection within three Working Days setting out in reasonable detail why the Customer should not provide the information requested;
14.5.4 The Customer shall not disclose any confidential information without the prior written consent of the Company. In relation to all other information the Customer shall have the discretion to determine the question of disclosure having consulted with the Company in accordance with clause 14.5.3.

15 Employee Issues

Transfer Of Undertaking Regulations
15.1 If the employment of any employee of the Customer or any third party is deemed to transfer to the Company by operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any successor legislation (a "Transferring Employee"), then the Customer shall be liable for and shall indemnify the Company from and against:-
15.1.1 all wages, bonuses, benefits, holiday pay, employment benefit costs, redundancy costs and unfair dismissal or discrimination awards and costs in respect of the Transferring Employee and all losses and claims relating directly or indirectly to the terms and conditions of employment, pensions and life assurance arrangements, health, welfare or any other matters concerning the Transferring Employee or any other claims which the Transferring Employee may have against the Customer or any third party in respect of any period before the transfer of the employment of the Transferring Employee to the Company;
15.1.2 all claims arising out of any breach by the Customer, the Company or any third party of the Regulations in respect of any transferring employee; and
15.1.3 all payments (including redundancy and unfair dismissal or discrimination payments or awards) which the Company may be obliged to make to the Transferring Employee together with all costs (including legal costs) in the event of the dismissal by the Company of the Transferring Employee following the transfer of the employment of the Transferring Employee to the Company.

Soliciting of Staff
15.2 Neither party shall without the prior written consent of the other at any time from the Agreement Date until the expiry of 12 months after the date of termination of the Agreement employ, utilise the services of, solicit or endeavour to entice away from or discourage from being employed by the other party any person who is or shall at any time between the Agreement Date and the date of such termination be, an employee of the other party whose duties have during the period of 12 months prior to such employment, utilisation, solicitation or endeavour included:
15.2.1 (in the case of an employee of the Company) the provision of any services (including but not limited to the Services); or
15.2.2 (in the case of an employee of the Customer) the Use or implementation of the Product.

15.3 Each party agrees that if it is in breach of clause 15.2 damages may not be an adequate remedy and the party not in breach may wish to apply for an injunction or other form of interlocutory relief or to take other action. Nevertheless each party shall, if in breach of clause 15.2, pay on demand to the other party (as is agreed to be a genuine pre-estimate of the loss likely to be suffered by the other party as a result) a sum representing the gross amount paid to the employee concerned during the last 6 months immediately prior to such employment, utilisation, solicitation or endeavour (other than travelling or subsistence) plus the costs incurred by the other party in recruiting a suitable replacement but without prejudice to the other rights and remedies of the other party pursuant to this Agreement.

16 Force Majeure

16.1 For the purposes of the Agreement, the expression "Force Majeure" shall mean an event which is beyond the control of an affected party and which such party could not anticipate or mitigate by means of insurance, contingency planning or any other prudent business means. Any event will only be considered Force Majeure if it is not attributable to the wilful act, neglect, default or other failure to take reasonable precautions of the affected party, its agents, employees or contractors. Industrial dispute or action shall not give rise to an event of Force Majeure.

16.2 No party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

16.3 If either party is unable to perform its obligations because of such circumstances for a consecutive period of more than three months the other party may terminate the Agreement by notice in writing and the provisions of clause 12.4 shall apply.

17 Waiver

Failure or neglect by either party at any time to enforce any of the provisions of the Agreement shall not be construed as, neither shall it be deemed to be, a waiver of the respective rights of that party nor in any way affect the validity of the whole or any part of the Agreement nor prejudice that party's rights to take subsequent action.

18 Severability

If any limitation or provision contained in the Agreement shall be determined invalid, unlawful or unenforceable it shall be severed from the remainder of the Agreement which shall continue to be valid to the extent permitted by law.

19 Assignment

19.1 The Company shall be entitled to assign the benefit (subject to the burden) of the Agreement to a company which succeeds to the business of the Company as a result of any internal reorganisation reconstruction or amalgamation of the Company or any group of companies of which the Company from time to time forms part.

19.2 Where the Customer is a statutory authority or agency it shall be entitled to assign the benefit (subject to the burden) of the Agreement to any body which by law shall succeed to the functions of the Customer.

19.3 Save as provided for in clauses 19.1 or 19.2, neither party may assign, novate, sub licence or otherwise transfer the Agreement or any of its rights or obligations whether in whole or in part, without the written consent of the other party.

19.4 The Agreement is enforceable by the original parties to it and by their successors in title and permitted assignees. Any rights of any person to enforce the terms of the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (or any successor legislation) are excluded save to the extent only as is expressly stated to the contrary the relevant terms and conditions for the licensing of any Third Party Product.

20 Entire Agreement

20.1 The Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes cancels and nullifies any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

20.2 Each of the parties acknowledges and agrees that in entering into the Agreement, and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement as a warranty. The only remedy available to it for breach of the warranties will be as set out in the Agreement.

21 General, Notices and Communications

21.1 Any terms and conditions contained within the Customer's form of order shall be superseded by the Agreement.

21.2 Any variation of the Agreement shall only be binding if it is in writing and signed by the Authorised Representative and the Authorised Officer.

21.3 The Customer will procure the observance of the restrictions in clause 6 and the provisions of clauses 14.1, 14.2 and 15.1 by its Associated Companies and agents as if they were a party to the Agreement and shall be liable for the acts of its Associated Companies and agents as if they were the acts of the Customer.

21.4 Any notice required or permitted under the terms of the Agreement or required by law shall be in writing in the English Language and shall be delivered in person sent by first class mail, air mail or sent by fax to the Authorised Representative or Authorised Officer of the party to whom the notice is being given at the address or fax number stated in this Agreement. It shall be deemed to have been given upon delivery (if delivered in person) 48 hours after having been posted or 24 hours after having been sent by fax.

22 Law and Dispute Resolution

22.1 If any dispute between the parties about either the interpretation of the provisions of the Agreement or the performance by either of the parties of its obligations under the Agreement cannot be resolved at an operational level, upon the written request of either party, each party will within 3 Working Days after the date of service of such written request appoint a designated representative (being a senior member of staff of the party who does not devote a substantial part of his time to the operation or performance of the Agreement) who will meet with the equivalent representative of the other party to endeavour to resolve such dispute subject to the further provisions of this clause 22. Nothing in this clause 22 will prevent either party from seeking injunctive or interlocutory relief or interlocutory remedies from the Courts in relation to any dispute.

22.2 In any attempt to resolve a dispute in accordance with clause 22.1:
22.2.1 designated representatives will meet as often as the parties reasonably deem necessary to gather and exchange all information regarding the matter in issue which the parties believe to be relevant to its resolution. Such representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceedings;
22.2.2 during the course of such negotiation, all reasonable requests made by one party to the other for information will be honoured so that each party may be fully advised of the relevant facts. The specific format for such discussions will be left to the discretion of the relevant representatives.

22.3 If at any time when the parties are endeavouring to resolve any dispute in accordance with clause 22.1 the parties agree that the dispute should be resolved by arbitration, or if a period of 15 Working Days has expired since the service of a written request in accordance with clause 22.1 and either party gives the other notice in writing requiring the dispute to be so referred, the parties shall refer the dispute to an arbitrator (whose decision shall, in the absence of manifest error, be final and binding on the parties) in accordance with the Arbitration Act 1996.

22.4 If within 5 Working Days of the decision pursuant to clause 22.3 to appoint an arbitrator the parties are unable to agree on the arbitrator to be appointed, then the arbitrator shall be determined by the President for the time being of the British Computer Society or his duly appointed deputy having authority to make such appointment on his behalf on the application of either party.
22.5 The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement shall be governed by English law. The English courts have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.

The Company and the Customer have entered into the Agreement by causing it to be signed below by their duly authorised representatives.

Duly authorised for and on behalf of the Company

Signed …….....

Name (Print): …….

Dated ……..

Duly authorised for and on behalf of the Customer

Signed …….....

Name (Print): …….

Dated ……..

SCHEDULE – MANAGED SERVICE AGREEMENT

Part One – Particulars

Agreement Number:	Agreement Date:
Customer Name: Greater London Authority (GLA)	Registered Number (if any):
Registered Office (or equivalent): City Hall The Queen's Walk London SE1 2AA	Site (if any):
Customer's Authorised Officer: Martin Clarke, Executive Director Resource	Company's Authorised Representative: J R Mills, Chairman & Chief Executive

Minimum Period: The period of four years from the Agreement Date

Purpose of Use: For HR and expenses purposes internally within customer organisation

Country of Use: United Kingdom

Licence Restrictions: Employee Maximum No: 850
Number of Concurrent Users:

Server: Property of MidlandHR

Part Two – the Product Charges

iTrent Release no.

Product/Module	**Included ü Not included û**	**Product/Module**	**Included ü Not included û**
HR Management & Administration	ü	Occupational Health & Safety	
Payroll (Including Travel and Expenses)	ü **(expenses only)**	Employee Self Service	ü
Absence Management	ü	Manager Self Service	ü
Web Recruitment		Rostering	
Recruitment		e-payslips	
People Development	ü	Reporting Interface	ü
Learning Events Administration	ü	Regulatory Returns	
Data Integration Pack			

Product Charges	
Initial Charge:	**£**
Quarterly Rental Charge:	

Payment Terms: Initial Charge pursuant to Clause 11.1.1 of the Agreement
Quarterly Charge and Maintenance Charge pursuant to Clause 11.1.2 of the Agreement
Initial Charge Payment Method: by cheque on Agreement Date
Quarterly Charge and Maintenance Charge Payment Method: Direct Debit within 30 days from date of invoice

Interface Charges

Interface Name	Standard or Bespoke	Interface Charge	Interface Maintenance Charge	Payment Commencement Date
				Agreement Date
				Agreement Date
				Agreement Date
Totals:				

Note: Clause 2.3 applies in respect of bespoke interfaces
Payment Terms: Interface Charge pursuant to clause 11.1.1 of the Agreement
Interface Maintenance Charge pursuant to Clause 11.1.2 of the Agreement
Payment Method: Interface Charge by cheque on Agreement Date, Interface Maintenance Charge by Direct Debit within 30 days from date of invoice

Third Party Product(s)

Item	Third Party Product Licence Charge (£)	Third Party Product Maintenance Charge (annual) (£)
Totals:		

Payment Terms: Third Party Product License Charge pursuant to Clause 11.1.1 of the Agreement
Third Party Product Maintenance Charge pursuant to Clause 11.1.3 of the Agreement
Payment Method: Direct Debit within 30 days from date of invoice

Part Three – Implementation Services and Implementation Charges

Implementation Services	Number of Working Days	Implementation Charges (Daily Rate) (£)	Implementation Charges (Total Price) (£)
Project Management			
Installation			
Training			
Consultancy Services			
Data Conversion			
Interface(s)			
Totals:			

Payment Terms: Pursuant to clause 11.2 of the Agreement

Part Four – Managed Service Charges

Item	Initial Charge (£)	Quarterly Charge (£)	Payment Commencement Date
Provision of hardware			Agreement Date
Provision of communications link*			Agreement Date
Hosting			Agreement Date

Other Managed Service Charge**			Parallel Run*** or three months after Agreement Date, whichever is sooner
Totals:			

*Communications Link increases in the cost to the Company of providing the Communications link may be passed on to the Customer

****Managed Service Charges** exclude payslip postage and packing which will be charged additionally at cost

***** Parallel Run** For the purpose of this Agreement means the testing of the Product and the Managed Service against the Customer's periodic payroll data

Payment Terms: Initial Charges pursuant to Clause 11.1.1 of the Agreement
Quarterly Charge pursuant to Clause 11.1.2 of the Agreement
Initial Charge Payment Method: by cheque on Agreement Date
Quarterly Charge Payment Method: Direct Debit within 30 days from date of invoice

Quarterly Payslip Provision	Overage Rate (£)
Provision of hardware	

Payment Terms: Overage Charge pursuant to Clause 11.5 of the Agreement
Payment Method: Direct Debit within 30 days from date of invoice

Part Five – Designated System

Web Browser

Web Browser Software Name:
Web Browser Software Version Number:

SCHEDULE 3 - SPECIFICATION

As detailed in the tender documents ITC11444A and Midland Tender Response

Requirements Specification

Requirements Specification Matrix – HR Absence Requirements

1.1 Response Matrix

1.1.1 Please indicate in the below table which requirements your proposed solution can and cannot meet by entering a:

- **'Y'** (Yes the proposed solution can meet the requirement)
- **'N'** (No the proposed solution cannot meet the requirement)

1.1.2 Please use the comment box to qualify your response, for example, details for how the requirement will be met.

REQUIREMENT		Weight	Y/N	COMMENT
M1	**The system should allow for the creation of user definable 'absence' categories and should initially include the following categories:**	x1	Y	Any number of absence categories can be defined and also the scheme rules and calculations that underpin each category. User definable absence schemes are used to represent entitlement and other rules for a particular type of absence. Rules can be based on user definable factors such as length of service and simple or complex rules may be applied. The recommended set up involves having as few different schemes as possible so that on change of circumstance there is no need for a change of scheme. For example, one scheme can be set up to accommodate all staff within a group irrespective of the hours they work. Therefore part time staff would be on the same scheme as full time staff with an entitlement based on a proportion of the full time entitlement. This can be set up to change dynamically during the year as staff change their hours.
Ø	Sickness absence		Y	Any number of absence schemes can be defined including sickness absence.

REQUIREMENT	Weight	Y/N	COMMENT
Ø Medical appointments		Y	Any number of absence schemes can be defined including medical appointments
Ø Unauthorised leave		Y	Any number of absence schemes can be defined including unauthorised leave
Ø Public Duties		Y	Any number of absence schemes can be defined including public duties
Ø Sabbatical leave		Y	Any number of absence schemes can be defined including sabbatical leave
Ø Dependency		Y	Any number of absence schemes can be defined including dependency
Ø Bereavement leave		Y	Any number of absence schemes can be defined including bereavement leave
Ø Parental leave		Y	Any number of absence schemes can be defined including parental leave
Ø Jury Service		Y	Any number of absence schemes can be defined including jury service
Ø Disciplinary or precautionary suspension		Y	Any number of absence schemes can be defined including disciplinary or precautionary suspension
Ø Birth leave		Y	Any number of absence schemes can be defined including birth leave
Ø Adoption leave		Y	Any number of absence schemes can be defined including adoption leave
Ø Volunteering leave		Y	Any number of absence schemes can be defined including volunteering leave
Ø Examination leave		Y	Any number of absence schemes can be defined including examination leave

REQUIREMENT		Weight	Y/N	COMMENT
Ø	Study leave		Y	Any number of absence schemes can be defined including study leave
Ø	Medical appointments		Y	Any number of absence schemes can be defined including medical appointments
Ø	Garden leave		Y	Any number of absence schemes can be defined including garden leave
Ø	Delegated authority leave		Y	Any number of absence schemes can be defined including delegated authority leave
M2	**The system should allow for the creation of user definable 'sickness type' categories and should initially include the following categories:**	x1	Y	**Creation of user definable 'sickness type' categories** All sickness types are user configurable and any number of types can be created and then simply selected from a drop down list.
Ø	Chronic		Y	This can be defined as a sickness type.
Ø	Injury at work		Y	This can be defined as a sickness type.
M3	**The system should allow for the creation of user definable 'sickness reason' categories and should initially include the following categories:**	x1	Y	**Creation of user definable 'sickness reason' categories** All sickness reasons are user configurable and any number of reasons can be created and then simply selected from a drop down list.
Ø	Back and neck problems		Y	This can be defined as a sickness reason.
Ø	Other muscular-skeletal problems		Y	This can be defined as a sickness reason.
Ø	Stress, depression, anxiety, mental-health		Y	This can be defined as a sickness reason.
Ø	Infections to includes colds and flu		Y	This can be defined as a sickness reason.
Ø	Neurological including headaches and migraine		Y	This can be defined as a sickness reason.
Ø	Genito-urinary (including menstrual problems)		Y	This can be defined as a sickness reason.
Ø	Pregnancy related		Y	This can be defined as a sickness reason.

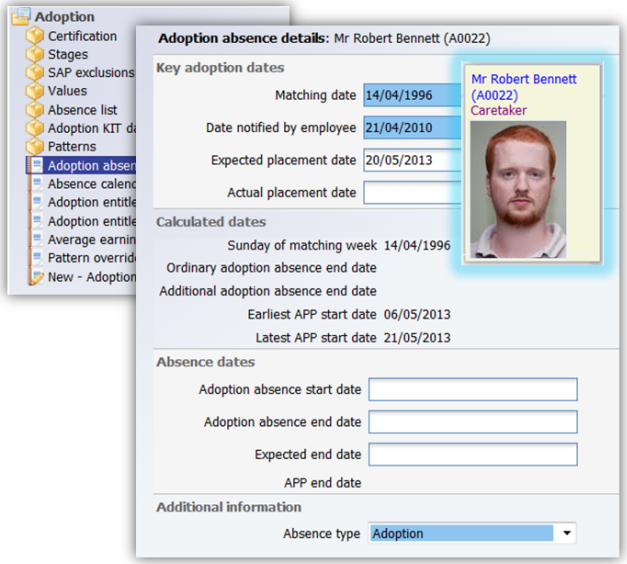
REQUIREMENT		Weight	Y/N	COMMENT
Ø	Stomach, liver, kidney, digest, including gastro		Y	This can be defined as a sickness reason.
Ø	Heart, blood pressure and circulation		Y	This can be defined as a sickness reason.
Ø	Chest, respiratory including chest infections		Y	This can be defined as a sickness reason.
Ø	Eye, ear, nose, mouth/dental including sinusitis		Y	This can be defined as a sickness reason.
M4	**The system should allow for the creation of user definable 'certification categories' and should initially include the following categories:**	x1	Y	**Creation of user definable 'certification categories'** The certification categories are user configurable and any number can be defined.
Ø	Certified by a Doctor		Y	This can be defined as a certification category.
Ø	Not Certified		Y	This can be defined as a certification category.
Ø	Self Certified		Y	This can be defined as a certification category.
M5	**The system should allow for the creation of user definable 'maternity/adoption' categories and should initially include the following categories:**	x1	Y	**Creation of user definable 'maternity/adoption' categories** Any number of maternity/adoption categories can be defined and the rules that surround each of these categories are also fully user configurable.
Ø	Adoption		Y	This can be defined by the user.
Ø	GLA A		Y	This can be defined by the user.
Ø	GLA B		Y	This can be defined by the user.
Ø	HCA		Y	This can be defined by the user.
Ø	LDA		Y	This can be defined by the user.
M6	**The system should allow for the creation of user definable 'public duty' categories and should initially include the following categories:**	x1		**Creation of user definable 'public duty' categories** The public duty categories are all user configurable and can be selected from a drop down list.
Ø	School governor		Y	This category can be included in the initial implementation.
Ø	Member of the management board of HE/FE college		Y	This category can be included in the initial implementation.

REQUIREMENT		Weight	Y/N	COMMENT
Ø	Magistrate		Y	This category can be included in the initial implementation.
Ø	Local authority leader		Y	This category can be included in the initial implementation.
Ø	Committee chair		Y	This category can be included in the initial implementation.
Ø	Territorial army		Y	This category can be included in the initial implementation.
Ø	Reserve forces annual camp/exercises		Y	This category can be included in the initial implementation.
Ø	Member of local authority		Y	This category can be included in the initial implementation.
Ø	Member of statutory tribunal		Y	This category can be included in the initial implementation.
Ø	Member of local health authority		Y	This category can be included in the initial implementation.
Ø	Justice of the peace		Y	This category can be included in the initial implementation.
Ø	Member of a national executive		Y	This category can be included in the initial implementation.
Ø	Member of national trade union		Y	This category can be included in the initial implementation.
Ø	Officiating at local elections		Y	This category can be included in the initial implementation.
Ø	Officiating at GLA elections		Y	This category can be included in the initial implementation.
Ø	Other		Y	This category can be included in the initial implementation.
M7	**The system should allow for the creation of user definable 'leave trade-in options' categories and should initially include the following categories:**	x1	Y	**Creation of user definable 'leave trade-in options' categories** The system can manage this however it does not offer full automation to manage this; some configuration/manual intervention is required.
Ø	Payment of annual subscription to a professional body.		Y	This would require manual intervention.
Ø	Payment of additional voluntary contributions to pension.		Y	This would require manual intervention.
Ø	Payment of annual membership subscription for any health scheme, benefits or facilities, or fitness or sports facilities.		Y	This would require manual intervention.

REQUIREMENT		Weight	Y/N	COMMENT
Ø	Payment of medical treatment.		Y	This would require manual intervention.
Ø	Payment of personal training or development.		Y	This would require manual intervention.
Ø	Payment of annual season ticket loan.		Y	This would require manual intervention.
Ø	Payment of spectacles or contact lenses.		Y	This would require manual intervention.
Ø	Payment of private health insurance.		Y	This would require manual intervention.
Ø	Payment of personal student loan.		Y	This would require manual intervention.
Ø	Payment of child care facilities.		Y	This would require manual intervention.
Ø	Payment of bicycle loan		Y	This would require manual intervention.
Ø	Payment of purchase of a bicycle or cycling equipment and accessories.		Y	This would require manual intervention.
M8	**The system should allow the following sickness absence information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of absence. This can be recorded by the HR user, employee or by the manager.
Ø	Start time		Y	This can be recorded for each instance of absence. This can be recorded by the HR user, employee or by the manager.
Ø	End date		Y	This can be recorded for each instance of absence. This can be recorded by the HR user, employee or by the manager.
Ø	End time		Y	This can be recorded for each instance of absence. This can be recorded by the HR user, employee or by the manager.
Ø	Sickness type (from a pre defined list as outlined above)		Y	This can be recorded for each instance of absence and can be selected from a drop down pre-defined list. This can be recorded by the HR user, employee or by the manager.
Ø	Sickness reason (from a pre defined list as outlined above)		Y	This can be recorded for each instance of absence and can be selected from a drop down pre-defined list. This can be recorded by the HR user, employee or by the manager.

REQUIREMENT		Weight	Y/N	COMMENT
Ø	Disability related illness (Yes/No)		Y	This can be recorded for each instance of absence. This can be recorded by the HR user, employee or by the manager.
Ø	Certification (from a pre defined list as outlined above)		Y	This can be recorded for each instance of absence and can be selected from a drop down pre-defined list. This can be recorded by the HR user, employee or by the manager.
M9	**The system should allow the following maternity/adoption information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of either maternity or adoption.
Ø	End date		Y	This can be recorded for each instance of either maternity or adoption.
Ø	EWC		Y	This is automatically calculated based on other data entered.
Ø	Period of full OMP		Y	There is no need to enter this information as the system will automatically calculate it based on the scheme rules that are pre-defined. This information is then automatically sent to our own payroll facility should this be used.
Ø	Period of half OMP		Y	There is no need to enter this information as the system will automatically calculate it based on the scheme rules that are pre-defined. This information is then automatically sent to our own payroll facility should this be used.
Ø	Period of SMP		Y	There is no need to enter this information as the system will automatically calculate it based on prevailing statutory rules. This information is then automatically sent to our own payroll facility should this be used.
Ø	Period of nil pay		Y	There is no need to enter this information as the system will automatically calculate it based on the scheme rules that are

REQUIREMENT		Weight	Y/N	COMMENT
				pre-defined. This information is then automatically sent to our own payroll facility should this be used.
M10	**The system should be capable of recording planned maternity/adoption leave dates and for these planned dates to be amendable if the actual dates are different.**	x1	Y	**Recording planned maternity leave dates** The dates can be entered for both maternity and adoption. All maternity absence information is recorded: • expected birth date • issue date of MATB1 • maternity absence start and end dates • date of childbirth The system calculates and displays the following dates used in SMP processing: • expected week of childbirth • qualifying week • earliest MPP (Maternity Payment Period) • earliest allowed MATB1 • Ordinary maternity leave end date. This is calculated by the system from the absence start date. • Additional maternity leave end date. This is calculated by the system from the absence start date. For adoption, the day the adoption agency tells adopter that they have been matched with a child must be recorded in order to calculate SAP in accordance with the latest legislative rules; certificates held against absences can record evidence with a warning generated. Also the adoption leave start and end dates are mandatory.

REQUIREMENT	Weight	Y/N	COMMENT
			 *Figure 1: Entering adoption details* **Amending planned dates** This can be amended and system will then automatically update other related information.
M11 The system should allow the following birth leave information to be recorded per instance:	x1		
Ø Start date		Y	The system fully caters for all birth information to be recorded and this includes the start date of the birth leave.
Ø End date		Y	This can be recorded.
Ø Details of pay (full/half)		Y	This is automatically managed depending on the scheme to

REQUIREMENT		Weight	Y/N	COMMENT
				which they have been assigned. The scheme rules are all fully user configurable.
M12	**The system should allow the following parental leave information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of parental leave.
Ø	End date		Y	This can be recorded for each instance of parental leave.
Ø	Details of pay (full/half)		Y	This is automatically managed depending on the scheme to which they have been assigned. The scheme rules are all fully user configurable.
M13	**The system should allow the following sabbatical leave information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of sabbatical leave.
Ø	End date		Y	This can be recorded for each instance of sabbatical leave.
M14	**The system should allow the following time off for public duties information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of public duties information leave.
Ø	End date		Y	This can be recorded for each instance of public duties information leave.
Ø	Details of pay (full/half)		Y	This is automatically managed depending on the scheme to which they have been assigned. The scheme rules are all fully user configurable.
Ø	Public duty type (from a pre defined list as outlined above)		Y	This is selected from a drop down list for which the content is user definable.

REQUIREMENT		Weight	Y/N	COMMENT
M15	**The system should allow the following volunteering leave information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of volunteering leave.
Ø	End date		Y	This can be recorded for each instance of volunteering leave.
Ø	Details of pay (full/half)		Y	This is automatically managed depending on the scheme to which they have been assigned. The scheme rules are all fully user configurable.
M16	**The system should allow the following Jury service information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of jury service.
Ø	End date		Y	This can be recorded for each instance of jury service.
Ø	Details of pay (full/half)		Y	This is automatically managed depending on the scheme to which they have been assigned. The scheme rules are all fully user configurable.
M17	**The system should allow the following dependency/bereavement leave information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of dependency/bereavement leave.
Ø	End date		Y	This can be recorded for each instance of dependency/bereavement leave.
Ø	Details of pay (full/half)		Y	This is automatically managed depending on the scheme to which they have been assigned. The scheme rules are all fully user configurable.
M18	**The system should allow the following annual leave**	x1		

REQUIREMENT		Weight	Y/N	COMMENT
	information to be recorded per instance:			
Ø	Record in hours and days		Y	All instances of annual leave can be recorded in hours or in days.
Ø	Start date		Y	This can be recorded for each instance of annual leave.
Ø	Start time		Y	This can be recorded for each instance of annual leave.
Ø	End time		Y	This can be recorded for each instance of annual leave.
Ø	End date		Y	This can be recorded for each instance of annual leave.
M19	**The system should allow the following annual trade in leave information to be recorded per instance:**	x1		
Ø	Start date		Y	This can be recorded for each instance of annual trade in leave.
Ø	End date		Y	This can be recorded for each instance of annual trade in leave.
Ø	Reason (from a pre defined list as outlined above)		Y	This can be selected from a user configurable drop down list.
M20	**The GLA have different groups of staff on different contracts, and will therefore need the ability to define multiple templates to reflect sets of absence rules.**	x1	Y	Any number of schemes can be defined which are then assigned to the T&Cs for an individual or group of individuals. This allows for all T&Cs to be catered for and also for your specific schemes to be created and selected. The implementation will define the most suitable approach to determine if templates are consolidated or if they operate discretely. We will be able to advise on the most appropriate implementation.
M21	**The system should be capable of recording the sick leave status of individuals and groups based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup**	x1	Y	**Recording sick leave status of individuals** Employees, managers and HR users are able to record the sick leave status at any time. Absences are tracked with stages which indicate milestones that may occur within the absence cycle. Typically these could represent the multi-stage process applicable to a company's long term sickness procedure. The

REQUIREMENT		Weight	Y/N	COMMENT
	with the following rules:			absence stage is dated and activities can be initiated if required when a particular absence stage is reached. **Recording sick leave status of groups** Data can be input for groups as well as for individuals if for example, a user defined group were all applied annual leave. **Template customisable** The templates are managed by user configurable schemes. User definable absence schemes are used to represent entitlement and other rules for a particular type of absence. Rules can be based on user definable factors such as length of service and simple or complex rules may be applied. Flexible entitlement calculation routines can be forward dated to inform staff in advance of when their occupational or statutory entitlement decreases to half pay or ceases to be paid.
Ø	In the first six months of employment: 1 month sick absence on full pay then nil pay.		Y	This can be defined within an absence scheme and ready for absence go-live.
Ø	After six months of employment: full pay for four months sickness absence in a 12 month rolling period, then four months half pay, then nil pay.		Y	This can be defined within an absence scheme and ready for absence go-live.
Ø	In special circumstances the sickness absence rules are waived.		Y	This can be defined within an absence scheme and ready for absence go-live. When authorised users enter the information they can waive rules if allowed.
M22	**An additional customisable template should be defined for HCA/LDA sick leave rules and should initially be setup with the following rules:**	x1		**Additional customisable template should be defined for HCA/LDA sick leave rules** The HCA/LDA sick leave template is defined as an absence type. Any number of absence types can be defined and the rules and calculations that underpin the scheme are all fully user configurable. This can then be easily assigned to an individual

REQUIREMENT		Weight	Y/N	COMMENT
				for automated downstream processing.
Ø	Full pay for six months, then half pay for six months.		Y	This can be defined as in the scheme. Flexible entitlement calculation routines can be forward dated to inform staff in advance of when their occupational or statutory entitlement decreases to half pay or ceases to be paid. When using the iTrent payroll, the system will automatically calculate the appropriate pay.
Ø	In special circumstances the sickness absence rules are waived.		Y	When authorised users enter the information they can waive rules if allowed.
M23	**The system should be capable of recording the birth leave status of individuals based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup with the following rules:**	x1	Y	**Recording the birth leave status of individuals** GLA will be able to define the birth leave status rules in a user configurable birth leave absence scheme. This will automatically interact with all instances of birth leave entered in the system. **Customisable template** The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme.
Ø	Employees are entitled to 10 days paid birth leave to care for their spouse, partner (including same sex partners).		Y	This rule can be included in the template from absence go-live.
Ø	Leave may be taken up to 4 months after the birth in multiples of days or as one or two week blocks.		Y	This rule can be included in the template from absence go-live.
M24	**The system should be capable of recording the parental leave status of individuals based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup with the following rules:**	x1	Y	**Recording the parental leave status of individuals** GLA will be able to define the parental leave rules in a user configurable parental leave absence scheme (template). This will automatically interact with all instances of parental leave entered in the system. **Customisable template**

REQUIREMENT		Weight	Y/N	COMMENT
				The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme.
Ø	Employees who have completed one year's service are entitled to receive up to 13 weeks parental leave for each child aged under five years.		Y	This rule can be included in the template from absence go-live.
Ø	The first week in each year from 0 to 5 will be paid at half pay.		Y	This rule can be included in the template from absence go-live. This will be automatically passed to the iTrent payroll if used.
M25	**The system should be capable of recording the sabbatical leave status of individuals based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup with the following rules:**	x1	Y	**Recording the sabbatical leave status of individuals** GLA will be able to define the parental leave rules in a user configurable sabbatical leave absence scheme (template). This will automatically interact with all instances of sabbatical leave entered in the system. **Customisable template** The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme.
Ø	Start date must be 12 months or more beyond employee start date.		Y	This rule can be included in the template from absence go-live.
M26	**The system should be capable of recording the time off for public duties status of individuals based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup with the following rules:**	x1	Y	**Recording the time off for public duties status** GLA will be able to define the time off for public duties status in a user configurable absence scheme (template). This will automatically interact with all instances of this type of leave entered in the system. **Customisable template** The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme.

REQUIREMENT		Weight	Y/N	COMMENT
Ø	Employees are entitled to up to 10 days paid leave for public duties, with a discretionary further 10 days unpaid.		Y	This rule can be included in the template from absence go-live.
Ø	Cannot exceed 10 days paid in any leave year.		Y	This rule can be included in the template from absence go-live.
M27	**The system should be capable of recording the volunteering leave status of individuals based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup with the following rules:**	x1	Y	**Recording the volunteering leave status of individuals** GLA will be able to define the volunteering leave status in a user configurable absence scheme (template). This will automatically interact with all instances of this type of leave entered in the system. **Customisable template** The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme.
Ø	Employees who have completed probation are entitled to up to 3 days paid leave for volunteering in each leave year.		Y	This rule can be included in the template from absence go-live.
Ø	Cannot exceed 3 days in any leave year.		Y	This rule can be included in the template from absence go-live.
M28	**The system should be capable of recording the jury service status of individuals. Employees who are summoned for jury service are entitled to leave with full pay less any loss of earnings allowance claimed from the court.**	x1	Y	**Recording the jury service status of individuals.** GLA will be able to define the management of all jury service leave in a user configurable absence scheme (template). This will automatically interact with all instances of this type of leave entered in the system. **Entitled to leave with full pay less any loss of earnings** The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme. This will allow you to create a scheme that entitles employees summoned for jury service to have full pay less any loss of earnings allowance claimed from the court.

REQUIREMENT		Weight	Y/N	COMMENT
M29	**The system should be capable of recording the dependency/bereavement leave status of individuals based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup with the following rules:**	x1	Y	**Recording the dependency/bereavement leave status of individuals** GLA will be able to define the dependency/bereavement leave status in a user configurable absence scheme (template). This will automatically interact with all instances of this type of leave entered in the system. **Customisable template** The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme.
Ø	Employees are entitled to up to five days paid dependency/bereavement leave in any leave year.		Y	This rule can be included in the template from absence go-live.
Ø	Cannot exceed 5 days in any leave year.		Y	This rule can be included in the template from absence go-live.
M30	**The system should be capable of recording the annual leave status of individuals based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup with the following rules:**	x1	Y	**Recording annual leave status of individuals** User definable absence schemes are used to represent entitlement and other rules for a particular type of absence. Rules can be based on user definable factors such as length of service and simple or complex rules may be applied. Flexible entitlement calculation routines can be forward dated to inform staff in advance of when their occupational or statutory entitlement decreases to half pay or ceases to be paid. **Customisable template** The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme.
Ø	Full time hours of 35, annual leave entitlement of 33 days.		Y	This rule can be included in the template from absence go-live.
Ø	Full time hours of 36, annual leave entitlement of 32		Y	This rule can be included in the template from absence go-live.

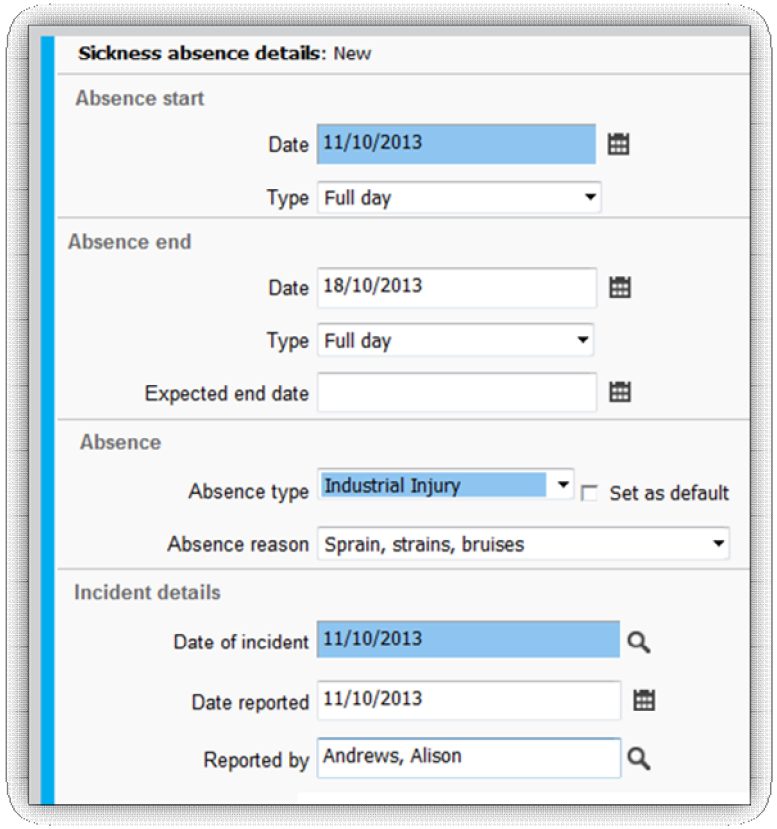
REQUIREMENT		Weight	Y/N	COMMENT
	days.			
Ø	Full time hours of 37, annual leave entitlement of 30 days.		Y	This rule can be included in the template from absence go-live.
Ø	Part time employees also have an entitlement to bank holiday leave which is calculated in hours.		Y	This rule can be included in the template from absence go-live.
Ø	System should be capable of recording annual leave in days/half days and/or hours.		Y	This rule can be included in the template from absence go-live.
Ø	Compressed workers - either four day week or nine day fortnight work patterns have their annual leave entitlement in hours and record a higher number of hours for a day's leave than a full time (Monday to Friday) worker.		Y	This rule can be included in the template from absence go-live.
M31	**The system should be capable of recording the annual leave trade-in status of individuals based upon GLA definable rules. The template reflecting the GLA rules should be customisable via a management interface and should initially be setup with the following rules:**	x1	Y	**Recording the annual leave trade-in status of individuals** GLA will be able to define the annual leave trade-in status in a user configurable absence scheme (template). This will automatically interact with all instances of this type of leave entered in the system. **Customisable template** The templates (absence schemes) are all fully user configurable, as are all the rules and calculations which underpin each scheme.
Ø	Employees cannot exceed two days trade in in any leave year.		Y	This rule can be included in the template from absence go-live.
M32	**The system should allow a suitably authorised user to be able to define separate 'leave year' rules and assign them to the corresponding groups of staff. The initial groups and corresponding rules should be as follows:**		Y	**Define separate 'leave year' rules** The leave year rules (schemes) are all fully user configurable subject to security permissions. Once defined these are simply attached to individuals or groups of individuals using T&Cs functionality.
Ø	GLA staff = 1st April to 31st March		Y	This can be defined as a scheme calendar within the scheme

REQUIREMENT		Weight	Y/N	COMMENT
				rules.
Ø	LDA staff = leave year from anniversary of join date.		Y	This can be defined as a scheme calendar within the scheme rules.
Ø	HCA staff = 1st January to 31st December		Y	This can be defined as a scheme calendar within the scheme rules.
M33	**The system should allow a suitably authorised user to be able to define separate 'work pattern' rules and assign them to the corresponding groups of staff. The initial groups and corresponding rules should be as follows:**	x1	Y	**Define separate 'work pattern' rules** All working pattern rules are fully user configurable. Working patterns underpin much of the solution's functionality, and particularly within absence monitoring. Permanent working patterns can be defined for employees for use in lost time reporting or for calculating payments for a period of absence. In addition, they can be used to determine the full entitlement for a particular absence scheme; this allows the scheme entitlement to be reduced accordingly. Working patterns can be used for a variety of different shift patterns, for instance, from a five day, nine to five week, through to complex shift systems such as the continental pattern. These patterns can also be inherited throughout the organisation structure, cascading the same pattern down to relevant employees; this greatly simplifies set-up and ongoing management. These patterns can also be overridden at employee level to reflect individual patterns. **Assign them** Authorised users can assign the working pattern to individuals in a role.
Ø	Standard = Monday to Friday 7.4 hours per day		Y	This can be defined as a standard working pattern and attached to a person in a role and/or to the role itself.
Ø	Part time = user definable value		Y	The user can easily specify a unique working pattern for an part

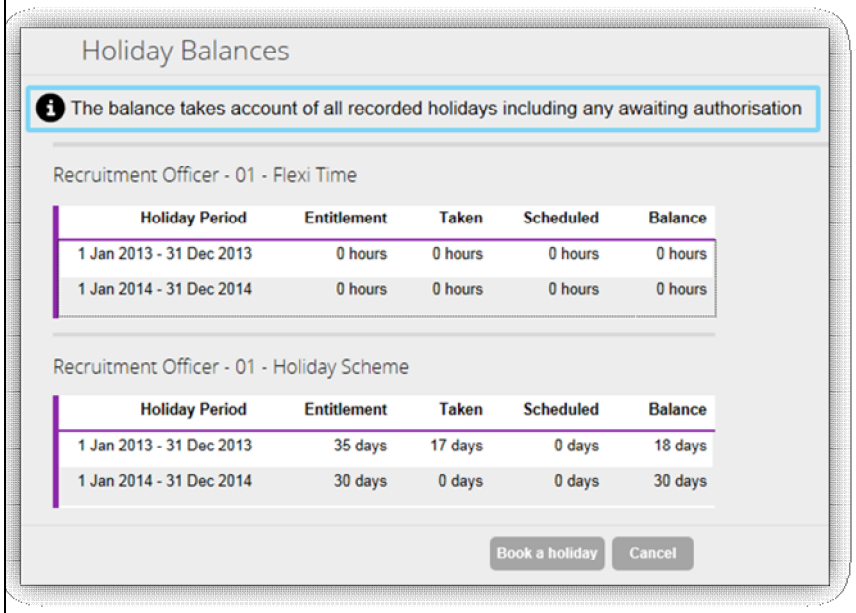
REQUIREMENT		Weight	Y/N	COMMENT
				time individual.
Ø	Compressed hours four days = 37 hours over four days		Y	This can be defined as a standard working pattern and attached to a person in a role and/or to the role itself.
Ø	Compressed hours 9 days = 74 hours over nine days		Y	This can be defined as a standard working pattern and attached to a person in a role and/or to the role itself.
Ø	Shift morning = 06.00 – 14.30		Y	This can be defined as a standard working pattern and attached to a person in a role and/or to the role itself.
Ø	Shift afternoon = 14.00 – 22.30		Y	This can be defined as a standard working pattern and attached to a person in a role and/or to the role itself.
Ø	Shift evening = 22.00 – 06.30		Y	This can be defined as a standard working pattern and attached to a person in a role and/or to the role itself.
M34	**The system should provide the capability for suitably authorised managers to 'carry over' leave for individual members of staff (i.e. to be able to add some leave from the previous year to the current year).**	x1	Y	Carry over can be managed automatically through absence scheme rules predefined for carrying over holiday balances. Alternatively this can be managed manually allowing managers to have the control over the remaining holiday balances. Standard reports are also available to aid the management of this process. The scheme rules can define the maximum number of carry over days preventing additional days from being taken.
M35	**Some staff are on 36 hour contracts, some on 35 hour contracts, some on 37 hour contracts, some staff work part-time, and some staff work 'compressed hours', therefore we need the system to allow suitably authorised user to be able to define the day length for given groups of staff and to additionally allow sickness absence to be recorded in 1 hour blocks.**	x1	Y	**Define the day length** The day length is defined within the working pattern for the employee. Authorised users can define the exact day length for each employee. **Allow sickness absence to be recorded in 1 hour blocks** When sickness (and indeed any absence type) this can be specified down to the minute.
M36	**The system should be capable of importing**	x1	Y	We have over 100 import templates to securely import data into

REQUIREMENT		Weight	Y/N	COMMENT
	employee information from the current HR system.			our product. During the early positioning phase of the project we would work with GLS to select the appropriate templates for your employee data, then assist and train your team in the process of moving the data from your current systems.
M37	**The system should be capable of reporting, either directly or using the GLA's Business Objects system, the following:**	x1	Y	
Ø	Sickness by unit/directorate (both list and chart format).		Y	This is a standard report and can also be created using Business Objects.
Ø	Employees hitting pre-defined triggers by unit/directorate.		Y	This can be created using Business Objects and access via the iTrent system.
Ø	Sickness by reason (both list and chart format).		Y	This is a standard report and can also be created using Business Objects if preferred.
Ø	A suite of user definable 'sickness trends' reports (e.g. a report of Friday and Monday absences, a report on repeat Monday absences etc).		Y	These are standard reports however if a user definable report is required (as stated) then this will be provided via Business Objects.
Ø	Annual leave outstanding by unit/directorate.		Y	This is a standard report and can also be created using Business Objects if preferred.
Ø	Individual employee's sickness/absence for a defined period.		Y	This is a standard report and can also be created using Business Objects if preferred.
Ø	Monthly absence report (to include the start date and end date, certification details, the 'reason' provided by unit and directorate and a 'trigger' if certain predefined thresholds have been met over the previous five months (the triggers should be user definable and initially set to: five working days of sickness absence in six months or 4 weeks consecutive absence following a Friday/Monday pattern).		Y	This is a standard report and can also be created using Business Objects if preferred.

REQUIREMENT		Weight	Y/N	COMMENT
Ø	A quarterly report of the previous year's sickness absence detailing employees who have taken 6+ and 20+ day's absence (to include details of start and end dates and reasons).		Y	This is a standard report and can also be created using Business Objects if preferred.
Ø	The ability to run ad-hoc reports on various absences by individual employee, unit or directorate.		Y	Ad-hoc reports can be created using Business Objects and can contain any absence data.
M38	**The system should allow branding customisation in line with GLA's internal branding for self service.**	x1	Y	The self service feature can be accessed from within your own intranet and can be branded by logo.
M39	**The system should allow staff the ability to report sickness, request annual leave and view their annual leave and sickness records via a self-service portal.**	x1	Y	**Report sickness** Sickness can be entered by staff via self service. When entering a sickness the form will change automatically depending on if the absence is a result of an industrial injury or not. The following image shows the form presented to the user as a result of a workplace injury.

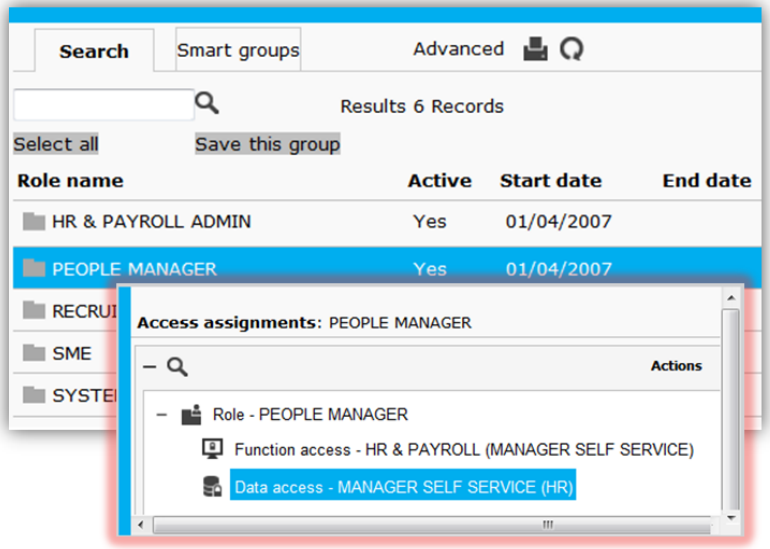
REQUIREMENT	Weight	Y/N	COMMENT
			 *Figure 2: Sickness absence details for an industrial injury* The certification type can be selected from a user configurable drop down list and this is illustrated below.

REQUIREMENT	Weight	Y/N	COMMENT
			 Request annual leave Holiday requests may be entered and entitlement viewed via the self service module. The request is electronically routed to the manager for authorisation via workflow. Negative holiday balances are also allowed with user configurable warnings. The employee can enter their holiday request for their selected positions (if they for instance have multiple employments) whilst at the same time reviewing the authorised absences of their peers via an online calendar. The manager will then receive an absence request notification detailing all the information necessary for them to make an informed decision on whether to approve the request. They are for example able to check staffing levels prior to approving. The manager can then select the authorisation status. Should they opt to reject the request (with a stated reason) managers will be automatically warned if the employee ultimately is absent for any other reason on their requested date. The employee will then receive a notification of approval. **View their annual leave** Employees can view annual leave entitlement at any time. This is illustrated below.

REQUIREMENT	Weight	Y/N	COMMENT
			 Holiday Balances The balance takes account of all recorded holidays including any awaiting authorisation Recruitment Officer - 01 - Flexi Time Holiday Period / Entitlement / Taken / Scheduled / Balance 1 Jan 2013 - 31 Dec 2013 / 0 hours / 0 hours / 0 hours / 0 hours 1 Jan 2014 - 31 Dec 2014 / 0 hours / 0 hours / 0 hours / 0 hours Recruitment Officer - 01 - Holiday Scheme Holiday Period / Entitlement / Taken / Scheduled / Balance 1 Jan 2013 - 31 Dec 2013 / 35 days / 17 days / 0 days / 18 days 1 Jan 2014 - 31 Dec 2014 / 30 days / 0 days / 0 days / 30 days Book a holiday / Cancel *Figure 3: Holiday balances* **View sickness records** The employee can easily view their sickness record via self service. They can also directly enter further sicknesses from the same screen and attach files/documentation/certificates to absences.

REQUIREMENT		Weight	Y/N	COMMENT
				 Sickness Add sickness Start date / End date / Type / Position / Authorisation 17 Jun 2013 / 18 Jun 2013 / Certified Sickness / Recruitment Officer - 01 / Not applicable 12 Feb 2013 / 14 Feb 2013 / Certified Sickness / Recruitment Officer - 01 / Not applicable 20 Jan 2012 / 23 Jan 2012 / Sickness / Recruitment Officer - 01 / Not applicable 12 Dec 2011 / 13 Dec 2011 / Sickness / Recruitment Officer - 01 / Not applicable
M40	**The system should allow for a suitably authorised user to define managerial access levels within the system such that 'managers' are able to:**	x1	Y	**Define managerial access levels** All manager access levels are fully user configurable and can be assigned by your system administrators.
Ø	Access the sick leave records of their staff		Y	Managers can automatically see the sick leave records of their staff via manager self service.
Ø	Access the annual leave records of their staff		Y	Managers can automatically see the annual leave records of their staff via manager self service.
Ø	Authorise annual and special leave requests for their staff		Y	Fully user configurable workflow will automatically generate requests routed to managers to authorise annual and special leave requests of their staff.
Ø	Log sick leave for their staff		Y	Managers can directly enter sick leave of their staff.
Ø	Record whether a 'return to work interview' has been completed for their staff		Y	This can be entered by the manager in manager self service.
M41	**The system should allow a System Administrator to review a log of system changes.**	x1	Y	The system administrator will have access to the audit log to see all changes. The comprehensive auditing facility throughout the entire application covers session audits (those currently active and access attempts), component audits (detailing the navigation route taken by the user to access information) and transaction audits (detailing the before and after images together with read requests if desired). Even security information such as password expired, password suspended, password change

REQUIREMENT		Weight	Y/N	COMMENT
				failed, failed logins etc can all be audited.
M42	**The solution should comply with UK Data Protection Act requirements.**	x1	Y	The sophisticated authorisation, security and audit system allows full configuration of individual/group policies and allows data to be secured all the way down to field level. The customer is able to configure it to adhere to their security policies. Whilst BS7799 and the Data Protection Act provide a common basis for organisations the interpretation and implementation / compliance can vary from organisation to organisation. Our solution, combined with professional implementation services, will assist you in meeting the requirements of the DPA.
M43	**The proposed solution must provide a transparent pricing model that will allow potential shared services with potential other partners with respect to their sickness and absence management needs.**	x1	Y	The MidlandHR proposal for the GLA is based on 750 employees. If the GLA wish to increase the number of employees to provide sickness and absence for shared service partners, then the banding will need to be increased accordingly to accommodate the increased numbers. A transparent pricing model can be provided when numbers are confirmed and when firm decisions on how the shared service provision will be management are understood.
M44	**The system should provide role based security (permissions assigned based upon roles in addition to individuals).**	x1	Y	Access is managed by role based security and this is illustrated below. A step-by-step building block approach to security is provided, allowing profiles to be built in stages, avoiding long, complex user profiles which are difficult to build, manage and maintain. User access can be date effective, allowing profiles to be set up with advance start and end dates and providing access for specified periods of time i.e. to cover holiday or sickness, acting up or for temporary appointments etc. A consolidated view of access is available to each user, showing all access provided, any expired access and effective dates.

REQUIREMENT	Weight	Y/N	COMMENT
			This has proven to be very popular with Auditors and is useful for system administrators to check that the profile has the correct authorised access.  *Figure 4: Role Based Security*
M45 The system should allow an appropriately delegated user to administer user accounts including permissions (unless integration with Active Directory / LDAP is achieved).	x1	Y	You can appoint a nominated user that can govern the access applied to user's accounts including any restrictions. It is possible to authenticate users against third party products such as Microsoft Active Directory. iTrent is still used to authorise user access using function access and data access controls. For a user authenticated against and external LDAP directory, there still need to be data

REQUIREMENT	Weight	Y/N	COMMENT
			stored in the iTrent user tables To synchronise the data, a batch process is available which can be run overnight. This is only available for Active Directory at present. This batch process will create records in the user tables for all new users discovered in the directory, using the server entries defined in the iTrent LDAP configuration. It will optionally disable accounts for users no longer found in the directory. A detailed log of this activity is created. All users created by this process are required to login to iTrent using their directory password.
M46 The system should automatically generate passwords and re-set them in a "forgotten password" regime.	X1	Y	Users across the system (including Self-Service) can be prompted to enter memorable information to retrieve forgotten passwords and usernames an can also be notified by email of how to obtain the new log on details via a system generated user configurable email. The memorable password functionality allows users to state a question and answer and when they forget their password they are prompted to answer their question they are prompted to answer the question they have set themselves. This will then allow them access to reset their password.
D1 The system should provide options to include brands of other GLA group bodies in order to accommodate potential opportunities for shared services.	x1	Y	Logos for partner organisations can be displayed alongside that of the GLA if required.
D2 The system should calculate the OSP/SSP days and working days for all periods of sick leave.	x1	Y	SSP, SMP and SAP payments are processed in accordance with the latest legislative rules. Any number of OSP, OMP and OPP schemes can be defined and can be based on user definable factors such as length of service; simple or complex rules may also be applied. The schemes may then be attached

REQUIREMENT	Weight	Y/N	COMMENT
			to the organisation, unit, post, position or employee so that when an absence is entered the appropriate calculation takes place automatically. Flexible entitlement calculation routines can be forward dated to inform staff in advance of when their occupational or statutory entitlement decreases to half pay or ceases to be paid. Applicable maternity key dates are automatically calculated upon input of the expected birth date and the maternity absence start date. This forms part of the system's payroll functionality.
D3 The system should authenticate User Access to the system against the GLA's LDAP directory.	x1	Y	The system can, using LDAPS (LDAP over SSL), integrate with Active Directory or any LDAP/Open LDAP source. The system fully supports Single Sign-On via a security assertion mark-up language protocol to log into the system. This allows the user access without seeing the traditional logon form containing the username and password fields. The drop down lists of roles and additional security information are presented to the user for completion, if they were part of the users' normal login process. Alternatively we can provide a Unified Sign-On function which means the system will retain user ID's but not passwords. Users can use their Active Directory passwords so that new starters and leaver are maintained automatically via an overnight batch process.

2 Requirements Specification Matrix – HR Core Management

2.1 Response Matrix

2.1.1 Please indicate in the below table which requirements your proposed solution can and cannot meet by entering a:

- **'Y'** (Yes the proposed solution can meet the requirement)
- **'N'** (No the proposed solution cannot meet the requirement)

2.1.2 Please use the comment box to qualify your response, for example, details for how the requirement will be met.

REQUIREMENT	Weight	Y/N	COMMENT
M1 The GLA requirement is to provide, implement and support an Integrated HR solution that provides the following functionality:	x1	Y	MidlandHR will provide the GLA with a solution that will maintain HR Records, maintain an establishment structure and assign employees to posts Maintain the organisation/management structure (but not charting Manage Starters and Leavers Provide for Manager and Employee Self service The ability to monitor equal opportunities and corporate health indicators Management Reporting Security Settings and an audit trail Record spinal point salary scales, annual increments and additional payments

REQUIREMENT	Weight	Y/N	COMMENT
			Consultancy and Project management will be provided to implement all of the above. Following go live, MidlandHR provide extensive support via the service desk, via the support of a Business Development Manager and via the customer portals.

REQUIREMENT	Weight	Y/N	COMMENT
Maintenance of HR records		Y	Our proposed solution offers the functionality to maintain HR records. User access is via a browser which means accessibility from anywhere without the need to install software locally. All HR records can be accessed by authorised users together with levels of access that you can determine. Access is available to all types of users including HR, managers, employees and system administrators.
Maintenance of the Establishment structure including linking Employees to Posts.		Y	Authorised users can maintain the online establishment structure including the linking of employees to posts. Posts are an intermediate component within the organisation structure which always belongs to a superior organisation unit, e.g. a department. A post may contain one or many positions in which people can be placed. It is useful for setting attributes (terms and conditions, job profiles, etc) that are inherited by many positions. When an employee is placed into a post, in our solution they occupy a position. The post therefore holds all the details about the post such as its effective start date, number of hours in total, standard hours (i.e. FTE), and so on. It can be attached to a unit in the organisation structure. The employee can has personally agreed terms when placed in a post and these are attached to the position such as start date, number of hours etc. So for a single occupancy in a post, a post needs defining once and the employee attached via a position. For multiple occupancy the post also only needs defining once and people attached via separate positions.
Maintenance of the Organisation and Management Structure		Y	This can be performed online by authorised users such as HR and managers. Whenever new posts are created, or employees are assigned to posts, or transfers, leavers etc are processed, then the organisation and management structure is at updated.
Leavers		Y	Full leaver processing is provided and this integrates seamlessly

REQUIREMENT	Weight	Y/N	COMMENT
			with the organisation structure. Your processes, including those for leavers, can be mapped into process chains to ensure that all relevant activities are performed. These provide a flexible, powerful and easy way to guide a user through pre-defined tasks, ensuring that the necessary forms and data are completed, removing or reducing the need for manual checklists. A graphical chain designer allows each step in the process to be defined based on a number of standard forms (screens). Customers are able to define and regulate the process, ensuring that all pertinent data is considered, thus improving standards and consistency of data. All forms are subject to standard field security, however forms not normally available to the user can also be accessed, but only from within the process. Conditional processing allows different paths to be followed based on data entered or to prevent further movement through the chain until a specific field is entered. Users can skip forwards and backwards and chains may also be broken and resumed later as required. Time intervals and escalation parameters can also be defined. Process chaining makes use of the existing workflow functionality and is available across all modules, enabling workflow to send a chain as a task, with any form in a chain triggering workflow.

REQUIREMENT	Weight	Y/N	COMMENT
Manager and Employee Self-Service		Y	Employee self service is a web-based application that allows employees to easily view and where applicable maintain their own details covering personal, payroll, employment, absence, learning, performance management and appraisals. Throughout employee self service, appropriate requests from employees are routed to line managers or other delegated personnel for authorisation. Prior to authorisation your staff will be able to directly book holidays and view entitlement, enter absence details, request to attend training events, submit expenses and travel claims, submit timesheets and view timesheet history and engage completely online to complete appraisal and performance management processes. Manager self service allows your managers to access a wide range of key data within an easy-to-use environment relating directly to their organisational responsibilities. It gives organisations the flexibility they are demanding to support the complexity of both centralisation and decentralisation together with the devolvement of organisational models. Traditional paper based managerial processes such as holiday authorisation can be approved on-line saving time, paper and money. Managers can now have access to their key business data anytime, anywhere and any place. Manager self service is simply a view of the main application, using the standard menus and forms with the difference being the selection and access of people. Manager self service provides access to the manager's direct reportees to enable the efficient management of staff including personal information, absence, remuneration summary, personal profile, training, performance management, recruitment, tasklists and reporting.
Monitoring of Equal Opportunities and Corporate Health		Y	The system includes equal opportunity reports and users can also

REQUIREMENT	Weight	Y/N	COMMENT
Indicators			create their own additional reports to complement these. Your own corporate health indicators in the form of KPIs can also be created and reviewed as required.
Provision of Management Information		Y	Key management reports covering all modules are supplied as part of our standard product with further management information and ad-hoc flexibility provided through user query functionality. The standard reports are extended with each product release. A list of standard reports is enclosed in Appendix 5 with each report outlined in Appendix 6. Reports may be run by users direct from the desktop, or scheduled for completion later and report parameters ensure that only relevant data is retrieved. The data retrieved is controlled by the user's profile maintaining system security. Several approaches can be adopted when creating personalised reports. At the highest level, ad-hoc information can be accessed using the powerful search facility whereby records can be selected using criteria relevant to the records being retrieved. The powerful search engine can export results to printer, screen or to file and is an ideal and easy to use ad-hoc tool. Business Objects can also be used to create ad-hoc reports as it complements the solution's standard reports and includes a highly intuitive data interface that allows users with no technical knowledge of the underlying database to create reports. MidlandHR fully supports and maintains this data dictionary and is able to offer comprehensive training on its use.
Appropriate security and audit trail.		Y	**Security** The system manager can administer security to various levels of the application including access to navigation items including modules, forms, reports, checklists and correspondence and also

REQUIREMENT	Weight	Y/N	COMMENT
			to individual system actions by update and read only access. Advanced security profiles offer the option to include security based on the organisation structure, tab pages and field level. Once these security profiles have been created, users are added to the required security profile and inherit the associated access rights. Sophisticated security tools allow definition of profiles down to field level access. This ensures the correct level of access is given to your users, even when an individual has a multiple employment scenario. A tick box approach is used to security which means that it can be easily configured by non-technical members of your administration team. **Audit** The comprehensive auditing facility throughout the entire application covers session audits (those currently active and access attempts), component audits (detailing the navigation route taken by the user to access information) and transaction audits (detailing the before and after images together with read requests if desired). Even security information such as password expired, password suspended, password change failed, failed logins etc can all be audited.

REQUIREMENT	Weight	Y/N	COMMENT
Recording of spinal point salary scales, annual increments, pay awards and additional payments.		Y	**Spinal point salary scales** Full spinal point pay scale functionality is included and unlimited spinal point tables and grades can be defined with automatic and manual incremental progression available. Pay spines can easily be created and assigned to employees or groups of employees. The solution is already used in many local authorities across the UK meeting all the stringent payroll requirements of these public sector bodies. Effective dated spinal point tables can be amended retrospectively or for a future planned change. Future dated changes become effective from the required date with no further action required. Backdated changes are processed using the retrospection facility allows any previous periods to be recalculated, with resulting corrections being reflected in the current pay period. The recalculation of statutory deductions, where appropriate, always automatically complies with legislative requirements and takes into account any periods when the individual's pay was reduced as a result of absence. Staggered pay awards may be entered and processed with different effective dates. **Annual increments** This is managed from within the payroll function which we understand is not within scope for this proposal however the management of the progression through the spinal points to a maximum point is fully user configurable. The system will behave in accordance with your own rules should the maximum point be reached. Individuals who are on a grade will have a maximum and minimum point applicable to that grade. If a user tries to apply a

REQUIREMENT	Weight	Y/N	COMMENT
			point over the maximum for that grade they will be warned that the point has exceeded the grade maximum. Authorised users can then use additional functionality that allows them to apply a point outside of the grade range. **Pay awards** This is managed from within the payroll function which we understand is not within scope for this proposal however within our payroll module pay awards can be applied via spinal points or directly to individual or user specified groups. **Additional payments** This is managed from within the payroll function which we understand is not within scope for this proposal however within our payroll module powerful payroll functionality allows any type of additional payment to be made.
			M2 Question Please note that there has been some confusion over the content of this question as it stretched over multiple cells and originally was hidden. Your latest clarification (13 January) states "The correct versions of both of them are below (i.e. what was in the original document)." We have therefore reverted to the original document to complete our response.
M2 The GLA has an establishment structure consisting of a number of Posts each of which is allocated to a Directorate. Posts may be full-time or part-time, permanent or fixed term. Each Post has a spot salary or incremental grade and point, which is normally determined by a Job Evaluation exercise. The Pay Band/incremental grade and point determines the cost of the Post.	x1	Y	Our solution accommodates outside posts. All posts defined include rules and effective dates that specify where they sit in the structure and the dates between which they are effective. The rules also manage how the post is processed (i.e. budgeted FTE etc) and also detail funding information.

REQUIREMENT	Weight	Y/N	COMMENT
Except for a limited number of Mayoral Appointments, the Head of Paid Service approves all changes to the establishment structure. Directors seeking approval for a new Post must explain how the Post will be funded i.e. the Cost Centre it will be funded from. There are a number of posts that are 'outside' the Establishment for Mayoral and Head of Paid Service posts. These posts, in the main, are for short-term appointments e.g. one year work placements or 6 month short-term posts [the latter are approved to meet a specific business need]. The system needs to be able to accommodate these "outside of establishment" posts.			
The System must hold a record of all current and historic Posts including:			A complete employment history is retained, recording all transactions against the employee record covering for example all changes to pay, hours employed, promotions, secondments, transfers etc. All changes are effective dated.
Ø Group		Y	This information is recorded and retained as a history item.
Ø Section		Y	This information is recorded and retained as a history item.
Ø Cost Centre		Y	This information is recorded and retained as a history item.
Ø Fixed Term or Permanent		Y	This information is recorded and retained as a history item.
Ø Start Date		Y	This information is recorded and retained as a history item.
Ø End Date		Y	This information is recorded and retained as a history item.
Ø Full Time or Part Time		Y	This information is recorded and retained as a history item.
Ø The full time equivalence to two decimal places		Y	This information is recorded and retained as a history item.
Ø Spot salary		Y	This information is recorded and retained as a history item although it is usually managed in the payroll facility.
Ø Allowances		Y	This information is recorded and retained as a history item although it is usually managed in the payroll facility.

REQUIREMENT	Weight	Y/N	COMMENT
Ø Job Evaluation Score (The GLA uses the Hay job evaluation, the system should be able to hold Hay details)		Y	This information is recorded and retained as a history item.
Ø Date Post approved – STET date and minute number (history), Head of Paid Service Approval date and number, STAF approval date and number, Minor restructure approval date and number, Mayoral decision date, and if the post is politically restricted.		Y	This information is recorded and retained as a history item.
Ø The System must automatically calculate the cost of a Post from the Pay grade and spine point.		Y	This information is recorded and retained as a history item although it is usually managed in the payroll facility.
The System must maintain a complete history of all Posts, current and historic, showing all changes and when they occurred.		Y	A complete employment history is retained, recording all transactions against the employee record covering for example all changes to pay, hours employed, promotions, secondments, transfers etc. All changes are effective dated.
Ø Non-Establishment Posts		Y	Non-establishment posts can be defined and a full history is maintained online.
Ø The System must be able to accommodate unapproved Posts. (e.g. Externally funded).		Y	Externally funded posts can be defined and a full history is maintained online.
Workers in Post			
Ø The System must maintain a record of the Workers occupying each Post, including:		Y	The system maintains a complete record of all workers in post.
Ø Start Date		Y	This information is recorded and retained as a history item.
Ø End Date		Y	This information is recorded and retained as a history item.
Ø No of hours a week worked in the Post.		Y	This information is recorded and retained as a history item.
Ø The System must maintain a complete history of all Workers who have occupied a Post, showing all changes and the date they occurred.		Y	This information is recorded and retained as a history item.
Ø The System should default the number of hours a week worked to 37 hours, allowing an authorised user to override this value to account for staff not on GLA terms and conditions		Y	The default for a post can be set at 37 hours using the system's inheritance facility. Authorised users can override this and this is

REQUIREMENT	Weight	Y/N	COMMENT
			graphically and clearly shown to all users.
Ø Some Posts are restricted e.g. Assembly Member Posts must be occupied by Assembly Members. The System should therefore provide facilities for an authorised user to define the categories of Worker that can occupy a specific Post.		Y	The type of worker can be defined as a skill and the post can then automatically flag to a user if the person being placed in the post has any skill shortfall.
Ø The System must allow a Post to be concurrently filled by more than one Worker. E.g. two part-time Employees can fill a full-time 1.0 FTE Post on a job share basis.		Y	Any number of employees can occupy one post. Full post budget management is provided.
Ø The System must accommodate Posts filled by Workers providing cover for an Employee who is absent from their Post on a temporary basis e.g. Maternity leave. It must hold details of the original Post holder and the covering Worker.		Y	This is managed using post substantive functionality. Employers can hold a type of acting up or secondment, recorded against the post/position holder. The original details relating to the position remain unchanged but are just amended to reflect the change in circumstances for a short period as above. The employee's substantive post can remain unchanged, and available for their return, during the period of secondment or acting up. End dates and the reason for ending, (via a user populated table), can be entered indicating when the temporary situation is likely to end and this is available for reporting, enabling users to monitor forthcoming changes. The end date can be amended at any time if the secondment requires extending or ending sooner than expected. Workflow actions can be triggered to notify managers or other users about any changes and can also be set up to trigger notification when a placement is approaching its end date. Reporting and online forms show who occupied a position over a period of time and allows users to view the nature of the occupancy.
Ø l) The system must accommodate 'bucket' posts i.e. posts that can be used for casual workers, contractors, sessionals etc. Such posts will not carry a formal fte and multiple numbers of		Y	Bucket posts without FTEs defined can be created and assigned to any point of the establishment.

REQUIREMENT	Weight	Y/N	COMMENT
workers can be assigned to these posts.			
Multiple Posts			
Ø The System must allow a single Worker to fill more than one Post concurrently. E.g. an employee may work a proportion of their hours in the post and another proportion in another.		Y	Employees with multiple jobs or contracts are dealt in accordance with prevailing legislation and with a minimum of input being needed from users. Jobs may be grouped together to be paid on a single payroll, or be paid on multiple payrolls (e.g. weekly for some jobs and monthly for others). The jobs are input and managed entirely separately and may therefore have different terms and conditions (pay, pension scheme, costing etc.). Absences can also be applied to individual jobs where appropriate. The payroll functionality will automate pay related issues, for example, the required aggregation of pay for the calculation of NI, tax and so on is performed automatically and there is no need for users to manually designate one contract as being the primary; this decision is made automatically by applying the rules defined by the HMRC.
Ø The System must allow the pay for a worker who occupies more than one Post concurrently to be apportioned to the Cost Centres relevant to each Post.		Y	The system will apportion costings to any number of posts and cost codes.
Short Time Working			
Ø The GLA allows its Employees to adopt flexible working patterns, (reduced hours, etc) which leads to part filled Posts. Therefore the System must identify part filled Posts and fully reconcile to the approved full time equivalent.		Y	The solution is used extensively throughout the public sector where FTEs are an integral element of people management. A post's available hours are assigned as are the standard hours for the post. This will then determine the number of FTEs available for that post. When an employee is attached to that post the number of contracted hours is decided by the post standard hours to calculate the FTE. Many standard reports include FTE information.

REQUIREMENT	Weight	Y/N	COMMENT
			Any part filled posts will show a positive free FTE.
Ø In some areas, part-time working has resulted in managers recruiting additional Workers to cover the shortfall. This is permitted as long as the additional Worker can be funded from the budget. The System must identify the budget made available from part filled Posts.		Y	When assigning a worker to a post the user can allocate against the defined budget.
Ø The System must identify Workers who have been recruited to cover short time working and show details of the Posts that have been used to provide the budget for these Workers.		Y	This can be defined as a category against the employee in the post. The post history will show the previous posts that the cover worker has occupied.
Overfilled Posts		Y	
Ø The System must provide a warning if a Post is over-filled.		Y	This warning is displayed to the user when the user attempts to place the worker into the post.
Secondments			

REQUIREMENT	Weight	Y/N	COMMENT
Employees can be seconded from their substantive Post to another Post within the GLA or to an external organisation for an agreed period. Employees on external secondment continue to be paid through the GLA payroll; the external organisation is invoiced for their work. The System must maintain a record of all internal Secondments, recording:		Y	All internal secondments are recorded. Employers can hold a type of acting up or secondment, recorded against the post/position holder. The original details relating to the position remain unchanged but are just amended to reflect the change in circumstances for a short period as above. The employee's substantive post can remain unchanged, and available for their return, during the period of secondment or acting up. End dates and the reason for ending, (via a user populated table), can be entered indicating when the temporary situation is likely to end and this is available for reporting, enabling users to monitor forthcoming changes. The end date can be amended at any time if the secondment requires extending or ending sooner than expected. Workflow actions can be triggered to notify managers or other users about any changes and can also be set up to trigger notification when a placement is approaching its end date. Reporting and online forms show who occupied a position over a period of time and allows users to view the nature of the occupancy.
Ø Post seconded to		Y	A record of this information is maintained.
Ø Substantive (Original) Post, including the appropriate Pay details		Y	A record of this information is maintained.
Ø Period of secondment.		Y	A record of this information is maintained.

REQUIREMENT	Weight	Y/N	COMMENT
The System must maintain a record of all staff seconded to external organisations, recording:		Y	Employees seconded to external organisations can remain on the payroll during their secondment and costs can be re-allocated to the relevant cost code accordingly. Posts can be temporarily closed whilst a worker is on secondment. Information relating to the employees substantive and seconded post are held separately and is available on screen and for reporting.
Ø Organisation seconded to		Y	A record of this information is maintained.
Ø Substantive (Original) Post, including the appropriate Pay details		Y	A record of this information is maintained.
Ø Period of secondment.		Y	A record of this information is maintained.
The System must allow the length of a Secondment to be extended.		Y	The length of a secondment can be extended by an authorised user.
The system must provide an alert when a secondment is close to ending.		Y	The system can automatically generate an email alert as the end date is approaching.
The System must provide facilities to revert a returning Secondee to their substantive Post.		Y	The secondee is reverted back to their original post on return.
The System must hold details of all Workers used to cover a Post during a secondment, such as Agency Worker.		Y	All of this information can be recorded.
Working Patterns			
Ø The system needs to be able to record all variations of working pattern including part time working hours/patterns, compressed working hours/patterns and shift working hours/patterns. This should include the start date and, where applicable, the end date.		Y	Full working pattern variations can be specified including the start date and, where applicable, the end date. Working patterns underpin much of the solution's functionality, and particularly within absence monitoring. Permanent working patterns can be defined for employees for use in lost time reporting or for calculating payments for a period of absence. In addition, they can be used to determine the full entitlement for a particular absence scheme; this allows the scheme entitlement to be

REQUIREMENT	Weight	Y/N	COMMENT
			reduced accordingly. Working patterns can be used for a variety of different shift patterns, for instance, from a five day, nine to five week, through to complex shift systems such as the continental pattern. These patterns can also be inherited throughout the organisation structure, cascading the same pattern down to relevant employees; this greatly simplifies set-up and ongoing management. These patterns can also be overridden at employee level to reflect individual patterns. **Record all variations** All variations can be recorded. The working patterns offer complete flexibility to cater for any working pattern employed in the public sector. **Including part time working hours/patterns** These working patterns can be managed by the system's functionality. **Compressed working hours/patterns** These working patterns can be managed by the system's functionality. **Shift working hours/patterns.** These working patterns can be managed by the system's functionality. **Include the start date** This information is included. **Include the end date** This information is included.

REQUIREMENT	Weight	Y/N	COMMENT
Establishment list			
Ø The System must provide facilities for Directors to sign-off their establishment list. The Establishment list is currently produced monthly in Excel and signed-off on paper but it is anticipated that the process could be automated. This shows details of all Posts allocated by Directorate and Cost Centre. It also shows the Workers currently		Part	The system allows post vacancy authorisation automatically managed by user configurable workflow. This will allow directors to approve any post vacancy. This is not extended to wholesale changes to the organisation structure.
Ø Directorate		Y	This information can be recorded against the post.
Ø Unit		Y	This information can be recorded against the post.
Ø Team		Y	This information can be recorded against the post.
Ø Post Number		Y	This information can be recorded against the post.
Ø Post Title		Y	This information can be recorded against the post.
Ø Post short description		Y	This information can be recorded against the post.
Ø Cost Centre		Y	This information can be recorded against the post.
Ø Fixed Term or Permanent		Y	This information can be recorded against the post.
Ø Start Date		Y	This information can be recorded against the post.
Ø End Date		Y	This information can be recorded against the post.
Ø Full Time or Part Time		Y	This information can be recorded against the post.
Ø Hours		Y	This information can be recorded against the post.
Ø The full time equivalence to two decimal places		Y	This information can be recorded against the post.
Ø Grade		Y	This information can be recorded against the post.
Ø Salary		Y	This information can be recorded against the post.
Ø Allowances		Y	This information can be recorded against the post.
Ø Job Evaluation Score (The GLA uses the Hay job evaluation, the system should be able to hold Hay details)		Y	This information can be recorded against the post.

REQUIREMENT	Weight	Y/N	COMMENT
Ø Date Post approved date and minute number (history), Head of Paid Service Approval date and number, STAF approval date and number, Minor restructure approval date and number, Mayoral decision date, and if the post is politically restricted.		Y	This information can be recorded against the post.
Ø Political restriction		Y	This information can be recorded against the post.
Post to post reporting			
The System must maintain a complete history of all Posts, current and historic, showing all changes and when they occurred		Y	A complete employment post history is retained, recording all transactions against the employee record covering for example all changes to pay, hours employed, promotions, secondments, transfers etc. All changes are effective dated.
The System must be able to accommodate externally funded posts and be able to distinguish from GLA funded posts.	x1	Y	This information can be recorded in a user defined field.
M3 Multiple Posts			

REQUIREMENT	Weight	Y/N	COMMENT
The System must allow a single employee to fill more than one post concurrently. e.g. an employee may work a proportion of their hours in the post and another proportion in another.	x1	Y	Employees with multiple jobs or contracts are dealt in accordance with prevailing legislation and with a minimum of input being needed from users. Jobs may be grouped together to be paid on a single payroll, or be paid on multiple payrolls (e.g. weekly for some jobs and monthly for others). The jobs are input and managed entirely separately and may therefore have different terms and conditions (pay, pension scheme, costing etc.). Absences can also be applied to individual jobs where appropriate. The required aggregation of pay for the calculation of NI, tax and so on is performed automatically and there is no need for users to manually designate one contract as being the primary; this decision is made automatically by applying the rules defined by the HMRC. Where employees have multiple contracts, employee records can be defined in two ways: a person may either have a single contract attached to all the positions, or have multiple contracts each attached to one or more positions. Where two or more positions are paid in the same payroll and are reported to the same tax office, one contract and multiple positions will be used. This is the case even if the positions have different pension arrangements and, therefore, different NI categories. Where the employee is paid in different payrolls, or where earnings in different jobs need to be reported to different tax offices, multiple contracts will be used and each position attached to the appropriate contract. This is a sophisticated means of dealing with employees who perform more than one role within an organisation. As is often the case, in order to get the best out of the solution it is necessary to understand the various options and plan the implementation

REQUIREMENT	Weight	Y/N	COMMENT
			carefully at the outset. In general, the use of multiple positions and a single contract wherever possible will provide the solution that involves least manual intervention and is easiest to understand.
The System must allow the pay for an employee who occupies more than one post concurrently to be apportioned to the Cost Centres relevant to each Post.		Y	The system fully embraces split costing allowing employees in more than one post to be accurately costed across the posts.
M4 Short Time Working			
The GLA allows its employees to adopt flexible working patterns, (reduced hours, etc) which leads to part filled posts. Therefore the System must identify part filled posts and fully reconcile to the approved full time equivalent.	x1	Y	**Identify part filled posts** The solution is used extensively throughout the public sector where FTEs are an integral element of people management. A post's available hours are assigned as are the standard hours for the post. This will then determine the number of FTEs available for that post. When an employee is attached to that post the number of contracted hours is decided by the post standard hours to calculate the FTE. Many standard reports include FTE information. Any part filled posts will show a positive free FTE.
In some areas, part-time working has resulted in managers recruiting additional employees to cover the shortfall. This is permitted as long as the additional employee can be funded from the budget. The system must identify the budget made available from part filled posts.		Y	When assigning a worker to a post the user can allocate against the defined budget.
The System must identify employees who have been recruited to cover short time working and show details of the posts that have been used to provide the budget for these employees.		Y	This can be defined as a category against the employee in the post. The post history will show the previous posts that the cover worker has occupied.
M5 Overfilled Posts The System must provide a warning if a post is over-filled.	x1	Y	This warning is displayed to the user when the user attempts to place the worker into the post.

REQUIREMENT	Weight	Y/N	COMMENT
M6 Secondments Employees can be seconded from their substantive post to another post within the GLA or to an external organisation for an agreed period. Employees on external secondment continue to be paid through the GLA payroll; the external organisation is invoiced for their work. The System must maintain a record of all secondments, recording:	x1		All internal secondments are recorded. Employers can hold a type of acting up or secondment, recorded against the post/position holder. The original details relating to the position remain unchanged but are just amended to reflect the change in circumstances for a short period as above. The employee's substantive post can remain unchanged, and available for their return, during the period of secondment or acting up. End dates and the reason for ending, (via a user populated table), can be entered indicating when the temporary situation is likely to end and this is available for reporting, enabling users to monitor forthcoming changes. The end date can be amended at any time if the secondment requires extending or ending sooner than expected. Workflow actions can be triggered to notify managers or other users about any changes and can also be set up to trigger notification when a placement is approaching its end date. Reporting and online forms show who occupied a position over a period of time and allows users to view the nature of the occupancy.
Post seconded to			
Ø Substantive (original) post, including the appropriate salary details		Y	A record of this information is maintained.
Ø Period of secondment.		Y	A record of this information is maintained.

REQUIREMENT	Weight	Y/N	COMMENT
The system must maintain a record of all staff seconded to external organisations, recording:			Employees seconded to external organisations can remain on the payroll during their secondment and costs can be re-allocated to the relevant cost code accordingly. Posts can be temporarily closed whilst a worker is on secondment. Information relating to the employees substantive and seconded post are held separately and is available on screen and for reporting.
Ø Organisation seconded to		Y	A record of this information is maintained.
Ø Substantive (original) post, including the appropriate salary details		Y	A record of this information is maintained.
Ø Period of secondment.		Y	A record of this information is maintained.
Ø The system must allow the length of a Secondment to be extended.		Y	The length of a secondment can be extended by an authorised user.
Ø The system must provide an alert when a secondment is close to ending.		Y	The system can automatically generate an email alert as the end date is approaching.
The System must hold details **o**f all Workers used to cover a Post during a secondment, such as Agency Worker.		Y	All appropriate information for these workers in posts is recorded.
The System must provide facilities to revert a returning Secondee to their substantive Post.	x1	Y	The secondee is reverted back to their original post on return.
The System must hold details of all employees used to cover a post during a secondment.		Y	All appropriate information for these workers in posts is recorded.
M7 Working Patterns The system needs to be able to record all variations of working pattern including part time working hours/patterns, compressed working hours/patterns and shift working hours/patterns. This should include the start date and, where applicable, the end date.	x1	Y	Full working pattern variations can be specified including the start date and, where applicable, the end date. Working patterns underpin much of the solution's functionality, and particularly within absence monitoring. Permanent working patterns can be defined for employees for use in lost time reporting or for calculating payments for a period of absence. In addition, they can be used to determine the full entitlement for a particular absence scheme; this allows the scheme entitlement to be reduced accordingly.

REQUIREMENT	Weight	Y/N	COMMENT
			Working patterns can be used for a variety of different shift patterns, for instance, from a five day, nine to five week, through to complex shift systems such as the continental pattern. These patterns can also be inherited throughout the organisation structure, cascading the same pattern down to relevant employees; this greatly simplifies set-up and ongoing management. These patterns can also be overridden at employee level to reflect individual patterns. **Record all variations** All variations can be recorded. The working patterns offer complete flexibility to cater for any working pattern employed in the public sector. **Including part time working hours/patterns** These working patterns can be managed by the system's functionality. **Compressed working hours/patterns** These working patterns can be managed by the system's functionality. **Shift working hours/patterns.** These working patterns can be managed by the system's functionality. **Include the start date** This information is included. **Include the end date** This information is included.
M8 Vacant Posts The GLA needs to be able to identify Posts that are available for	x1	Y	The system allows posts to be filled or vacant and also differentiates between a post that has been approved for refilling

REQUIREMENT	Weight	Y/N	COMMENT
recruitment, known as Vacant Posts. Normally Posts are considered vacant if they are not filled or are filled by a Consultant. It is also possible for a part of a post to be vacant e.g. a full time post that is filled by someone working part-time.			and those that haven't. A part time employee can be placed in a full time post and their contractual FTE will reflect the part time nature.
The system must be able to identify all current vacant posts and part vacant posts (e.g. post holder on maternity leave or taking career break). This must detail any time constraints on the length of the vacancy and the reason for the constraint.		Y	**Identify all current vacant posts** All current vacant posts can be seen on the online organisation chart and also in standard reports. **Identify all current part vacant posts** The system can also report on posts where there is a remaining FTE balance (i.e. part vacant posts). **Detail any time constraints on the length of the vacancy** A user defined report will detail all time constraints. **Detail reason for the constraint** A user defined report will detail the constraint reason.
The system must be able to identify posts that will become vacant within a user-defined period. e.g. a Secondee or Apprentice with a definite end date.		Y	All vacant posts will have a start effective date. Equally, all posts can have an end date. This information allows users to see all posts that become vacant in a point in time, or over a user definable period.
M9 Organisation Structure	x1		

REQUIREMENT	Weight	Y/N	COMMENT
The GLA organisation structure is based on a five level hierarchy comprising Directorates, Units, and teams, with some exceptions. The System must provide facilities to define and maintain the GLA Organisation Structure.		Y	Any number of levels in a hierarchy can be defined in the system's organisation chart functionality. The system provides everything you need to know about your organisation structure and the people within it. Core to this is a graphical organisation structure facility with full maintenance of posts, jobs and positions irrespective of your organisation's size, complexity or location. A unique inheritance of information throughout the organisation structure aids fast start-up and ongoing maintenance. The inclusion of true hierarchical reporting searches (not simply immediate reporting lines), provides much more meaningful search returns: • Organisation explorer displays the organisation structure in a familiar 'Explorer' format. • All views are effective dated allowing true as-at interrogation. • Team manager charting allows project based reporting as well as role reporting. Positions are indicated by a chair icon, the colour of which visually illustrates the position's status (i.e. occupied, vacant and vacant with a recruitment requisition attached to it). The organisation tree is also effective dated so users can select a date at which they would like the organisation structure to be presented. An organisation chart in the same explorer format can be printed from this form. The image below shows the system prompting the user to enter the effective date at which they would like to organisation structure to be displayed.
The System must allow each Post to be allocated to a node on the Organisation Structure. e.g. an IT Developer is related to the IT Development Section.		Y	Each post can be allocated to a node which automatically places it in the organisation structure.
The System must identify the post that is responsible for managing each node on the Organisation Structure.		Y	The post responsible can be defined by the user.

REQUIREMENT	Weight	Y/N	COMMENT
The System must allow an employee who is not in a post, e.g. consultant to be allocated to a node on the Organisation Structure. The System must allow the production of graphical organisation charts at all levels of the Organisation. This must provide the facility to show all posts and/or all employees.		Y Y	The consultant can be placed in a dummy post which is attached to the organisation structure. **Production of graphical organisation charts** Charts can be produced at any level and at any point in the structure. The organisation tree is an explorer approach to showing the organisation structure, posts, positions, people in positions, vacancies etc., all colour coded. Users can expand the tree to focus in on an area or close it if required. The organisation tree is also effective dated so users can select a date at which they would like the organisation structure to be presented. An organisation chart in the same explorer format can be printed from this form. **Facility to show all posts and/or all employees** The user can opt to show all posts or all employees and posts in the view.
M10 Post to post reporting Ø Since many of the HR processes rely on approval from a employees Line Manager, the System must provide facilities to record and maintain an employee line manager.	x1	Y	The system allows line managers to be maintained. The people managed by line managers through self service can be defined in one of three ways: • Departmental Assignments whereby a manager of a department will be assigned as a manager and their reportees will be the people in their department. • Structure Assignments. A manager can also be responsible for people that hold any post, unit or position within a specified range of organisation units. These could be, for example, all the personal assistants in your company. The manager can then control their absence requests and ensure that the correct staff are provided in key departments.

REQUIREMENT	Weight	Y/N	COMMENT
			• Smart Group Assignments where a manager could be responsible for a group of people who are spread across the organisation and who do not necessarily share any position or reporting similarities. This could be used for example to manage all of the people in your organisation who are Fire Wardens. There are no restrictions as to how many different manager assignments can be made to an employee. Similarly any employee might be a reportee to several managers.
Ø The System should automatically derive the line manager of an individual from the Organisation Structure, but allow this to be overridden by an authorised user.		Y	The system automatically derives the line manager of an individual from the organisation structure and allow this to be overridden by an authorised user.
M11 Organisational Restructures The System should provide facilities to support a major restructuring of the Organisation and Management Structure.	x1	Y	The organisation structure facility is effective dated allowing past, current and future views to be available. Major organisational restructures can be mapped out for the future with the help of the transfer facility. For planning purposes we recommend that organisational modelling takes place in your test environment.
M12 Leaver Detail	x1		

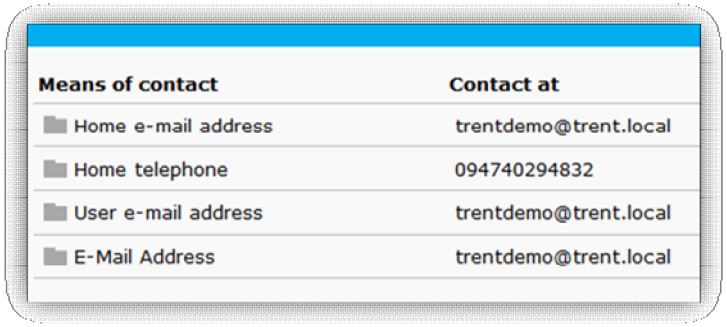
REQUIREMENT	Weight	Y/N	COMMENT
The system must provide facilities to hold details of all leavers, including the date they leave and the circumstances of leaving e.g. death in service from a pre-defined configurable list.		Y	All leaver details can be held. The system also is proactive I this area providing you will a fully user configurable task list. Customer processes, including those for leavers, can be mapped into process chains to ensure that all relevant activities are performed. Process chains provide a flexible, powerful yet easy way to guide a user through a pre-defined task, ensuring that the necessary forms and data are completed, removing or reducing the need for manual checklists. A graphical chain designer allows each step in the process to be defined based on a number of standard forms. Customers are able to define and regulate the process, ensuring that all pertinent data is considered, thus improving standards and consistency of data. All forms are subject to standard field security, however forms not normally available to the user can also be accessed, but only from within the process. Conditional processing allows different paths to be followed based on data entered or to prevent further movement through the chain until a specific field is entered. Users can skip forwards and backwards and chains may also be broken and resumed later as required. Time intervals and escalation parameters can also be defined. Process chaining makes use of the existing workflow functionality available across the whole solution, enabling workflow to send a chain as a task, with any form in a chain triggering workflow. Reasons for leaving are held in a user definable table and details of the exit interview can be recorded, with facilities for scanning and attaching leaving questionnaires to the leaver record.
All leavers who resign are invited to an exit interview with HR. The System must provide facilities to record details of exit interviews including:		Y	The system can record these details and also offers the option to deploy the interview online. User configurable review functionality is provided to allow users to create their own data capture and

REQUIREMENT	Weight	Y/N	COMMENT
			processes for managing leaver interviews. The interview forms are all fully configurable to allow you to capture the exact data required, including for instance leaving reason, date of interview, and to record answers to any question for downstream analysis. This is managed by the system's workflow delivering system forms direct to all parties involved. The exit questionnaire information can be captured within an exit interview type life cycle. This draws on all of the flexible process management and workflow that allows the manager and employee to complete the form online passing details directly to the system. The forms will then flow to all key stakeholders such as those in HR and/or payroll.
Ø The reason for leaving, from a pre-defined list		Y	This information can be selected from a drop down list.
Ø The reason for joining, from a pre-defined list		Y	This information can be selected from a drop down list.
Ø A number of other questions about the GLA with answers selected from a pre-defined list		Y	GLA can define any question in the user configurable exit interview process.
Ø An overall comment on the GLA [free text]		Y	Free text can be included in the online exit interview.
In the event of Redundancy, the System must provide facilities to record redundancy information including:			
Ø Redundancy Payments		Y	This information is recorded in the payroll facility. If payroll is not used it can be recorded in user defined fields.
Ø Years added to Pension		Y	This information is recorded in the payroll facility. If payroll is not used it can be recorded in user defined fields.
Ø Annual Pension		Y	This information is recorded in the payroll facility. If payroll is not used it can be recorded in user defined fields.
Ø Compromise Agreement (Yes/No)		Y	This information is recorded in the payroll facility. If payroll is not used it can be recorded in user defined fields.
Ø Pension Lump Sum		Y	This information is recorded in the payroll facility. If payroll is not

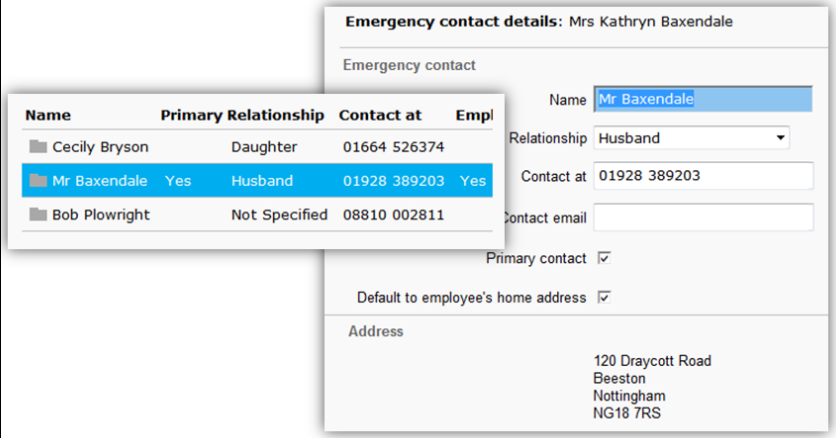
REQUIREMENT	Weight	Y/N	COMMENT
			used it can be recorded in user defined fields.
Ø Pay in lieu of notice		Y	This information is recorded in the payroll facility. If payroll is not used it can be recorded in user defined fields.
Ø Compensation for loss of office		Y	This information is recorded in the payroll facility. If payroll is not used it can be recorded in user defined fields.
Technology Group are responsible for maintaining the GLA's corporate IT Infrastructure including User IDs and passwords. The System must notify Technology Group of all leavers.		Y	The system can automatically generate an email to IT when leaver details are entered.
The System must notify Facilities Management to reclaim the security pass and Information Services to reclaim library and research materials.		Y	The system can automatically generate an email to IT when leaver details are entered and this can inform facilities management to reclaim the security pass and information services to reclaim library and research materials.
M13 Categories of employees	x1		
The new GLA system is expected to hold and maintain details of all people who work at the GLA. There are a number of categories of worker including:			
Ø Permanent Employees, who have a full-time or part-time contract of employment with the GLA		Y	All categories of employee are fully user definable. This allows you to define which employees are working full time and which part time. the system rules (defined by yourselves) will dictate how each category of employee is processed regarding, for example, related T&Cs such as annual leave entitlement, training budget etc.
Ø Fixed Term Employees, who have a full-time or part-time Fixed Term contract of employment with the GLA		Y	The system allows fixed term employees to be managed. An end date can be added to the contract and this will cover both full- or part-time employees.
Ø Consultants paid by invoice		Y	Any consultants who are not part of the GLA can also be managed in the system including those who are paid by invoice. Non-employees can easily be managed in the solution, drawing on virtually all the functionality available to employees. All records

REQUIREMENT	Weight	Y/N	COMMENT
			of people (employees or non-employees) can be categorised and can be included or excluded from a combination of reports. In this way information about students, contractors or visitors can be held and optionally removed from reports or business processing. This also allows for analysis and reporting of non-employees.
Ø Consultants paid through the payroll		Y	Your consultants paid through payroll can be included in the establishment and managed by the system.
Ø Apprentices		Y	Data for this category of employee can be managed by the system.
Ø Office Holders including the Mayor and Deputy Mayor		Y	All office holders are fully user configurable and can be assigned to employees.
Ø Mayoral and Head of Paid Service Appointments (all staff are either appointed by the Mayor or the Head of Paid Service. This categorisation will be required).		Y	This category or office holder can be recorded. All categories are user configurable.
Ø Assembly Members (The London Assembly has 25 members)		Y	Assembly members can be defined as assigned this category.
Ø Independent Committee Members i.e. members of the public who sit on Assembly Committees or Mayoral Commissions.		Y	This category of employee or visitor can be defined.
Ø Cabinet Advisers, appointed by the Mayor		Y	This category of employee or visitor can be defined.
Ø Joint appointments i.e. employees on the GLA payroll but part of their costs are funded by another organisation (both permanent and fixed term contracts).		Y	This category of employee or visitor can be defined.
Ø Externally funded appointments i.e. employees on the GLA payroll but their costs are wholly funded by another organization (both permanent and fixed term contracts).		Y	This category of employee or visitor can be defined.
Ø Secondees from other organisations		Y	These can be attached to the establishment and managed in accordance with your own procedures.

REQUIREMENT	Weight	Y/N	COMMENT
The System must have facilities to record and maintain details of all the above categories of Worker.		Y	The system can record and maintain details of all the above categories of worker.
The System must be able to identify the category of each Worker.		Y	This can be clearly assigned to each worker and then subsequently identified.
The System must have facilities to add new categories of Worker in the future.		Y	Any number of categories can be created by the user and assigned to the worker.
M14 Worker Data	x1	Y	
The System must provide facilities to record and maintain basic details of all GLA Workers including:			
Ø Employee number (system generated)		Y	This information can be recorded and maintained against GLA workers. Both manually entered and system generated alphanumeric payroll/HR reference numbers can be used. Users have several options when defining how reference numbers behave: • users can choose to turn on or off manual references • the format of the reference can be specified to include a mixture of characters, numbers or any character • users can specify if the system is to auto-generate the number of if it is to be manually entered • the first number can be specified (although this must then adhere to the format specified above)
Ø Name (Title, Forename, Middle Names, Surname)		Y	This information can be recorded and maintained against GLA workers.
Ø Previous name		Y	This information can be recorded and maintained against GLA workers.
Ø Known as name		Y	This information can be recorded and maintained against GLA workers.

REQUIREMENT	Weight	Y/N	COMMENT
Ø Date of Birth		Y	This information can be recorded and maintained against GLA workers.
Ø Gender/ previous gender		Y	This information can be recorded and maintained against GLA workers.
Ø Marital Status		Y	This information can be recorded and maintained against GLA workers. The status is selected from a drop down list.
Ø NI Number		Y	This information can be recorded and maintained against GLA workers. Full NI validation is included.
Ø Nationality		Y	This information can be recorded and maintained against GLA workers. The status is selected from a drop down list.
Ø Ethnicity - pre-defined configurable list.		Y	This information can be recorded and maintained against GLA workers. The status is selected from a pre-configured drop down list.
Ø Contact details such as home address, secondary address, telephone number, mobile number, email address both work and personal etc		Y	Unlimited contact details can be specified for an employee including as home address, secondary address, telephone number, mobile number, email address both work and personal as shown in the image below.  Unlimited addresses can be specified for each employee in the same way. Each address can have an effective start and end date

Means of contact	Contact at
Home e-mail address	trentdemo@trent.local
Home telephone	094740294832
User e-mail address	trentdemo@trent.local
E-Mail Address	trentdemo@trent.local

REQUIREMENT	Weight	Y/N	COMMENT
			with a full address history retained.
Ø Continuous Service Date		Y	Continuous service will automatically be calculated based on your own user defined rules. Service years are usually calculated on the employee's length of service from one starting date to another and can include breaks in service and even employment in other organisations. This can then be used across the system to automatically calculate entitlements for annual leave, pension etc.
Ø Emergency contact details (at least two)		Y	Any number of emergency contact details for each employee can be recorded with a primary specified. Details recorded include name, relationship, address and contact details.  *Figure 5: Emergency contact details*
Ø Nominated beneficiaries		Y	This can be recorded in a user defined field.
Ø Faith/Religion		Y	This can be defined and selected and maintained from a pre-configured drop down list.

REQUIREMENT	Weight	Y/N	COMMENT
Ø Disability		Y	This can be defined and selected and maintained from a pre-configured drop down list.
Ø Workplace/ reasonable adjustments (free text field) and ability to link to word documents e.g workplace/reasonable adjustment agreements		Y	Free text can be added to employee records and maintained at any time. Data stored against employees can also be used in user configurable mail merge emails and letters.
Ø Sexual orientation – from a pre-defined configurable list		Y	This can be defined and selected and maintained from a pre-configured drop down list.
Ø GLA Start Date/ length of service and service breaks		Y	This can all be recorded and maintained. Service breaks are usually handled by making the employee a leaver as at the date they start their break then when the employee returns give them a new period of employment. Once that has been done you can capture their original organisation start date using the 'reckonable service date'. By using this approach the post FTE becomes free for filling in a temporary position if required.
Ø Qualifications, from a pre-defined list of valid qualifications, O levels, GCSE, A levels, NVQ level 1-5, BTEC, Bachelors degree, Masters degree, Doctorate.		Y	The system includes comprehensive qualifications functionality and qualifications are pre-configured and accessible from a drop down list. They can then be added to by authorised users. Qualifications, skills and competencies are held at numerous appropriate levels within the organisation structure. The job profile (or definition) held against each post/position lists the qualifications, competencies and memberships required for that job. A personal profile can also be held against their record listing the qualifications, skills, competencies and memberships attained. The match and gap facility will then compare the attributes of the post with that of the person, in accordance with any pre-defined competency frameworks. Shortfalls or even overqualified delegates can easily be identified.
Ø Qualified First-Aider (Yes/No) – Dates of certificate validity		Y	Any type of office can be defined such as safety officer, fire warden, first aider etc. Employees (or even non employees) can then be assigned to these offices. The search facility can then

REQUIREMENT	Weight	Y/N	COMMENT
			identify employees holding a particular office which in turn can be exported to Excel and the list posted onto the intranet. The system will automatically alert nominated recipients (eg the employee and/or line manager) as expiry dates approach.
Ø Fire Warden		Y	This can be defined as a user configurable office using the functionality described just above. The system will automatically alert nominated recipients (eg the employee and/or line manager) as expiry dates approach.
Ø Total number of hours worked a week- fte based on terms and conditions		Y	This is recorded and maintained against the employee. The solution is used extensively throughout the public sector where FTEs are an integral element of people management. A post's available hours are assigned as are the standard hours for the post. This will then determine the number of FTEs available for that post. When an employee is attached to that post the number of contracted hours is decided by the post standard hours to calculate the FTE. Many standard reports include FTE information.
Ø Contract Status (e.g. full time, part time)		Y	This is a user configurable status
Ø Current status (could be different from above if on secondment, or acting up)		Y	The system will manage this automatically based on the current T&C and hours worked against the post's hours.
M15 Terms & Conditions	x1		

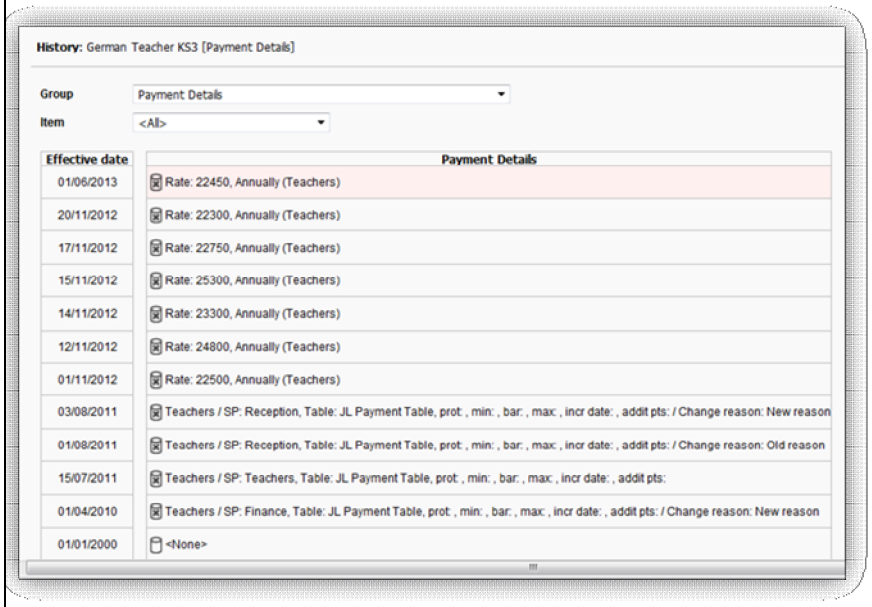
REQUIREMENT	Weight	Y/N	COMMENT
The majority of Employees are on standard GLA terms and conditions. But some have been transferred from other organisations and retain their original terms and conditions. The System must be able to identify any Employees that are not on the GLA's standard terms and conditions.		Y	These employees can be identified by the T&C package that is assigned to them. Terms and conditions (T&Cs) specify the details of a person's employment contract and may cover a number of different areas e.g. absence schemes, holiday entitlement, hours of work, maternity leave etc. Employees can be allocated a package of T&C items and then, if required, can be given individual items in addition to their package. Once the package has been created, it can be attached to all or varied levels of the structure (organisation, units, posts, positions and people) and inherited, rippling down the organisation structure, easily attaching them to employee contracts instead of generating them for every person. The inherited T&Cs may be overridden at any time.
Employees not on the standard terms and conditions can elect to transfer to them. The System must record details of any Employee who transfers to the GLA's standard terms and conditions including the transfer date and the reason for transfer, from a pre-defined list.		Y	Any transfer of T&C packages is recorded against the employee record. The reason (selected from a drop down list) and date can also be recorded.
The System must identify all Workers who have joined the London Government Pension Scheme and what date they joined.		Y	This can be recorded against the individual. Users can then subsequently identify who is in the scheme at any specified point in time.
M16 Pay details	x1		
The System must provide facilities to record and maintain Workers pay details including basic salary, deductions and allowances.		Y	The system is able to record extensive payment information including basic salary, deductions and allowances. these are all effective dated and form part of the system's payroll functionality.
The GLA has an incremental pay scale which contains 15 grades with five incremental steps for each grade as well as senior workers, Mayor and Assembly Members paid spot salaries.			Our payroll functionality allows any number of pay scales to be defined each containing unlimited incremental steps.
Deductions and Allowances			

REQUIREMENT	Weight	Y/N	COMMENT
The System must record permissible allowances and deductions that may apply to an Employee.		Y	The payroll functionality allows all allowances and deductions to be created and assigned to an employee. All payments, deductions and benefits are defined as payroll elements. This highly flexible user definable facility allows any number of elements to be defined covering overtime, bonus, salary, one-off payments, benefits (such as healthcare, car etc), allowances, weightings, loans, commission, expenses, union fees and many more. This places the configuration of all payments, deductions and benefits in your hands. The rules defined for a payroll element affect how it is processed by the payroll calculation and include the frequency with which the element is paid, whether the element is subject to tax or National Insurance etc. Default rules are defined for any elements supplied. For added flexibility and ease of set up element rules can vary between payroll groups for the same element. The elements are all subject to inheritance capability: by defining the element at an organisation, payroll group or post level, the details can automatically be applied to all individuals at a lower level in the hierarchy. This saves time setting up payroll groups and also increases accuracy. All this is underpinned by a sophisticated calculation tool that can access all areas of payroll such as rate and salary tables, inputs from timesheets and pro ratering rules.
The System must be able to record start dates, end dates, and descriptions of all allowances and deductions. Annual Pay Increase		Y	Start dates, end dates, and descriptions of all allowances and deductions can be recorded and this forms part of the system's payroll functionality.

REQUIREMENT	Weight	Y/N	COMMENT
The System must record the annual pay award for all GLA Employees on GLA terms and conditions, excluding Employees who are not on GLA terms and conditions. Salary History		Y	This can be recorded in the T&Cs.

REQUIREMENT	Weight	Y/N	COMMENT
The System must maintain a full history of an Employees salary including details of all changes and the date of each change.		Y	All salaries can be entered in appropriate fields, be they spinal point fields or spot salaries. A start date is also entered against each individual. Each change is date stamped and viewable at any point in the system. Examples below show an employee's position history and previous salaries. All data entered is retained online.

Job title	Start date	End date	Contract
Backroom Manager	01/04/2011		Backroom Manager
L1 Attach person	20/05/2013	31/07/2013	Backroom Manager
Lead Analysis	01/08/2013		Backroom Manager

REQUIREMENT	Weight	Y/N	COMMENT
			

History: German Teacher KS3 [Payment Details]

Group: Payment Details

Item: <All>

Effective date	Payment Details
01/06/2013	Rate: 22450, Annually (Teachers)
20/11/2012	Rate: 22300, Annually (Teachers)
17/11/2012	Rate: 22750, Annually (Teachers)
15/11/2012	Rate: 25300, Annually (Teachers)
14/11/2012	Rate: 23300, Annually (Teachers)
12/11/2012	Rate: 24800, Annually (Teachers)
01/11/2012	Rate: 22500, Annually (Teachers)
03/08/2011	Teachers / SP: Reception, Table: JL Payment Table, prot: , min: , bar: , max: , incr date: , addit pts: / Change reason: New reason
01/08/2011	Teachers / SP: Reception, Table: JL Payment Table, prot: , min: , bar: , max: , incr date: , addit pts: / Change reason: Old reason
15/07/2011	Teachers / SP: Teachers, Table: JL Payment Table, prot: , min: , bar: , max: , incr date: , addit pts:
01/04/2010	Teachers / SP: Finance, Table: JL Payment Table, prot: , min: , bar: , max: , incr date: , addit pts: / Change reason: New reason
01/01/2000	<None>

REQUIREMENT	Weight	Y/N	COMMENT
System should be capable of holding back dated pay changes to show the true effective date of the change.		Y	The back dated payments are shown in the latest payslips. The retrospection facility allows any previous periods to be recalculated, with resulting corrections being reflected in the current pay period. This can be used in scenarios such as error correction, backdated pay changes, multi contract employees, late starters, late notified leavers, backdated opting into or out of pension scheme membership etc. The recalculation of statutory deductions, where appropriate, always automatically complies with legislative requirements. Any necessary retrospective processing is automatically performed whenever the payroll calculation is performed, without the need to run a separate retrospection process. The retrospection process recalculates every pay period between the earliest payroll period and the current one for each affected contract. In each period, the specified elements are recalculated and the new value compared with the value (if any) already paid, either in the original period or by previous recalculations. The difference between the two values is brought forward into the current period as a 'back pay' item against the appropriate element.
M17 Trigger Dates – System Alerts	x1		

REQUIREMENT	Weight	Y/N	COMMENT
The System will hold a number of dates when user action is required e.g. at the end of a fixed term contract a leaver interview should be arranged, arrangements should be made for new starters on their start date or when a new starter's probation period is due to end and the line mangers need to be alerted to the fact that they need to complete the necessary probation documentation.		Y	A typical workflow alert or flag can be triggered for example if an employee changes their marital status within self service; they will then receive an automatic email to ask them to update their next of kin information. This is followed up with an interval reminder of say every 12 months to review and update the details to maintain an accurate database. Another example is for the need to attend some training. A flag is automatically generated if the employee has a training date approaching. The automatic flag will remind the employee to book themselves onto the course (in self service) within as set period of time. In another example, a learning activity (i.e. training course) that is part of their PDP which has a target end date, a flag of overdue within the PDP will alert the employee that they need to attend that activity in order to complete that stage within their PDP.
The System must allow triggers to be attached to certain dates that will generate reminders of required actions.		Y	The trigger functionality described will generate reminders for required actions.
There must be facilities in the proposed system for settings and managing trigger dates.		Y	Trigger dates, once defined will automatically be managed. Alerts to deadlines and actions can be managed in many ways. The embedded workflow engine is an easy way to be alerted to actions based around a particular process. For example, 6 months after a new starter joins the organisation, workflow could be set up (easily by using user-friendly drag and drop functionality) to send a diary appointment to both the employee and their line manager, and also to send the appraisal form to the relevant HR advisor in order to book rooms, resources etc. The batch scheduler can also be used against any date field within the system with an action rule set against the date field (for example, to alert 6 months prior to a work permit expiry).
D1 Trigger dates			

REQUIREMENT	Weight	Y/N	COMMENT
Ideally the system should be able to send trigger date reminders to managers and HR users alike.		Y	Reminders and triggers can be sent to employees and managers via self service. All reminders are user configurable.
M18 Validation of Entered Data	x1		

REQUIREMENT	Weight	Y/N	COMMENT
There is a general requirement to validate data entered against user-defined rules e.g. a Mayoral Appointment must only be appointed to a Fixed Term Post, a Workers Start Date must be at least 16 years later than their birth date.		Y	This type of example is defined within the T&Cs. the content of the T&Cs and the rules the underpin these are fully user configurable.
The System must allow data entered to be validated against user-defined rules.		Y	Rules that validate data input are user configurable and occur throughout the system such as in absence schemes.
The proposed system must have a features that allow users to define validation rules. This answer should give examples of the rules that could be applied and describe the level of expertise and training that a user will require to define validation rules.		Y	Validation and mandatory fields throughout ensure data is accurate and complete. The system is designed to ensure that only valid data is entered into the system with extensive standard validation. System administrators can restrict the range of values that can be entered into selected fields using drop-down lists and monetary limit controls can be defined where appropriate. User defined workflow processes can generate warning messages as required. Users can also denote extra fields as mandatory, according to specific organisational reporting requirements and full validation can be applied to user defined fields which can also be assigned as mandatory. A typical validation would be creating a drop down list content, from which only data in the drop down list can be entered. this is simply a matter of adding a new line to the table for which no training is required.
The system should also support general field level validation (i.e all dates should conform to a set format, drop down lists should be used wherever feasible to ensure data conformity, formatting of addresses to be standardised and toggle casing where necessary).		Y	The system is consistent throughout so as an example, all dates conform to a set format, drop down lists are be used wherever feasible, formatting of addresses is standardised etc.
M19 Employee Self Service	x1		

REQUIREMENT	Weight	Y/N	COMMENT
The current HR System is only available to HR staff. It is intended that the new system will be available for employees and managers to view and update specified fields over the Intranet.		Y	The whole solution is deployed via the web and so access for all users, managers and employees will be via the intranet.
The System must allow employees to log on (authenticated via the GLA LDAP directory) and view their own personal records.		Y	Employees can log on using LDAP and view their own records in self service.
The System must provide facilities that would allow employees to update their own personal details.		Y	The proposal includes employee self service where employees can update appropriate parts of their own records. Employee self service is a web-based application that allows employees to easily view and where applicable maintain their own details covering personal, payroll, employment, absence, learning, performance management and appraisals. Throughout employee self service, appropriate requests from employees are routed to line managers or other delegated personnel for authorisation. Prior to authorisation your staff will be able to directly book holidays and view entitlement, enter absence details, request to attend training events, submit expenses and travel claims, submit timesheets and view timesheet history and engage completely online to complete appraisal and performance management processes.
The System must allow managers to log on (authenticated via the GLA LDAP directory) and view contact details and post related details of all employees who fill a post in their area or are on secondment from their area.		Y	All managers can access manager self service via LDAP. They can then view contact details and post related details of all employees who fill a post in their area or are on secondment from their area. Manager self service allows your managers to access a wide range of key data within an easy-to-use environment relating directly to their organisational responsibilities. It gives organisations the flexibility they are demanding to support the complexity of both centralisation and decentralisation together with the devolvement of organisational models. Traditional paper based managerial processes such as holiday authorisation can be approved on-line saving time, paper and money. Managers can

REQUIREMENT	Weight	Y/N	COMMENT
			now have access to their key business data anytime, anywhere and any place. Manager self service is simply a view of the main application, using the standard menus and forms with the difference being the selection and access of people. Manager self service provides access to the manager's direct reportees to enable the efficient management of staff including personal information, absence, remuneration summary, personal profile, training, performance management, recruitment, tasklists and reporting.
The System must ensure that the manager cannot see employees confidential information.		Y	Confidential information can be excluded from view for all managers.
M20 Year on Year Improvements	x1		
The contractor shall demonstrate year on year improvements, which meet the evolving needs of the GLA and its employees.		Y	Your clarification point of 10 Jan 2014 states that this can be disregarded.
The Contractor shall identify during the contract period any opportunities for service improvements in relation to economy, efficiency and effectiveness in relation to the provision of the payroll service.		Y	Your clarification point of 10 Jan 2014 states that this can be disregarded.
M21 Audit Requirements	X1		

REQUIREMENT	Weight	Y/N	COMMENT
The system must maintain a detailed audit trail of all updates to the system including user identification, details of the update and date and time of the changes.		Y	The audit trail includes updates to the system including user identification, details of the update and date and time of the changes. The comprehensive auditing facility throughout the entire application covers session audits (those currently active and access attempts), component audits (detailing the navigation route taken by the user to access information) and transaction audits (detailing the before and after images together with read requests if desired). Even security information such as password expired, password suspended, password change failed, failed logins etc can all be audited. The online audit interrogation and search facilities allow the user to make detailed selections from the audit data. Audit systems generate many records which take time to retrieve and assimilate and so to simplify this process an advanced search feature is included whereby detailed selections can be made from the data and output as reports or data files. The large amounts of data can be selected, formatted and manipulated using this powerful advanced search so that users can quickly pinpoint audit activity. Audit set-up is client customisable therefore allowing customers to 'switch off' audit for parts of the system they do not intend to use or to tailor the level of auditing done per module or screen.
Production of this information should be available in user order and date/time order.		Y	When users interrogate the audit log they can specify the order in which the data is presented.
It must not be possible for the audit trail to be amended by any user.		Y	Users cannot change the data in the audit log from within the iTrent solution.
The system should ideally maintain a separate system administrator audit trail which details all transactions made by each authorised system administrator, including new users, update of user profiles and deletion of users, together with dates of the relevant transactions.		Y	The audit log will record all activities from all of your system administrators. This will include new users, update of user profiles and deletion of users, together with dates of the relevant transactions.

REQUIREMENT	Weight	Y/N	COMMENT
The system must allow the on-line interrogation of the audit trail, by users with appropriate access, by means of the following parameters:			
Ø User		Y	The user can access the audit log by this attribute.
Ø Specific date/time or range		Y	The user can access the audit log by this attribute.
Ø Transaction Type.		Y	The user can access the audit log by this attribute.
The Contractor shall co-operate fully and provide all reasonable assistance, including permitting access to premises, staff, equipment, data and process to the GLA's internal and external auditors			Requests for reasonable access to the premises, staff, equipment, data and process will be evaluated via the Business Development Manager assigned to the GLA. MidlandHR would be happy to assist with any queries raised via an internal or external auditor as long as the requests do not breach customer confidentiality or security.
If the Contractor has been the subject of fraud and corruption, as soon as the fraud or corruption is identified the Contractor will immediately notify the GLA of the nature of the event and whether there will be or has been an impact on the GLA's contract. Regardless of the Contractor's view, if the GLA considers that any instance of fraud and corruption has the potential to affect the GLA's business activity or good name, the GLA will be able to immediately suspend the Contract without notice. Further, if the GLA agrees not to suspend the contract, the GLA will have the right to say which officers of the Contractor will be involved with the administration and/or operation of the contract.		Y	Noted by MidlandHR
M22 Data Transfer	X1		

REQUIREMENT	Weight	Y/N	COMMENT
The System must have facilities to transfer data from the existing systems It is probable that data will be downloaded from the existing HR system, cleansed and then uploaded into the selected system.		Y	We have over 100 import templates to securely import data into our product. During the early positioning phase of the project we would work with GLS to select the appropriate templates for your employee data, then assist and train your team in the process of moving the data from your current systems. Our implementation project consultants experience in both cleaning and uploading data into our system is vast and we will provide full support during these processes.
The supplier must aid the GLA in identifying data formats and be responsible for ensuring that all data is loaded into the system and the reporting of any inconsistencies to the GLA for correction prior to reloading.		Y	**Identifying data formats** We provide data maps for all the fields that our product requires in the data transfer/migration process. Our experienced consultants will be on hand to both aid and advise on the best way to correct and load the information. All data loaded into our system is validated against the extracted data from the incumbent system. There are built-in reports to ensure that all inconsistencies are identified and corrected during the upload process. **Be responsible for ensuring that all data is loaded into the system** Our consultancy team will be responsible for ensuring that all the required data for our system is identified and loaded. We will use our standard data maps and templates to ensure that all required data is migrated as necessary. **Be responsible for the reporting of any inconsistencies** Our system provides standard reports to identify any inconsistencies and/or errors in the migrated/loaded data. It does this by comparing the base extraction file of the current system with the newly populated fields in our system.
The system must also have facilities for easy export of data from it (if required in the future for a move to a new supplier).		Y	Many options are available to export data for transfer to another supplier and to support this we can provide a comprehensive exit

REQUIREMENT	Weight	Y/N	COMMENT
			strategy document. The most basic approach is to simply extract all data using tools such as Business Objects. Also, the data can be provided on a read-only basis.
M23 User Training	X1		

REQUIREMENT	Weight	Y/N	COMMENT
It is probable that Suppliers will be asked to provide extensive product training to up to eight members of the GLA staff. These 'expert' users will then be used to cascade training to other users. However, this decision has not been taken and it is possible that the Supplier will be asked to provide all necessary training.		Y	The Training provided as part of this tender submission is based on a 'train the trainer' basis and will be provided for up to 8 members of staff. If training is required for all members of staff, this will need to be scoped. MidlandHR would need to know the numbers of staff involved and the level of training required. When this is documented in full, MidlandHR would provide detailed costing.
The GLA reserves the right to use and modify the Suppliers courses and training literature in order to undertake subsequent in-house training. This would include the use and modification of all course material such as trainer's notes and handouts.		Y	Training documentation is provided in hard copy format only. It can be amended manually by the customer, for use solely by customer. If any bespoke training is provided to the customer by MidlandHR, then bespoke documentation can be provided as a result.
Suppliers must provide comprehensive easy to follow user guidance that will introduce new users to the system and provide experienced users with help on specific functions.		Y	User Guidance is provided by an on-line help facility, which will assist both new and experienced users. iTrent On-line help uses the familiar Windows Help environment, provided via an independent Explorer window that can be resized for convenience. Help includes context sensitive help, and natural language searching, combined with the normal index and contents methods of selection. Emphasis is placed on procedural activities using a dynamic and highly intuitive user driven interface. Annotations, visible to all users, can be attached throughout the help function to include customer specific notes or procedures. Customers also have access to the online extranet (fully embracing Web 2.0 technology) comprising powerful search facilities with direct access to self-help documents delivering a rich source of application and service information. The application on-line help includes a navigation tree, contents, index and search, keyword search and glossary topic list.

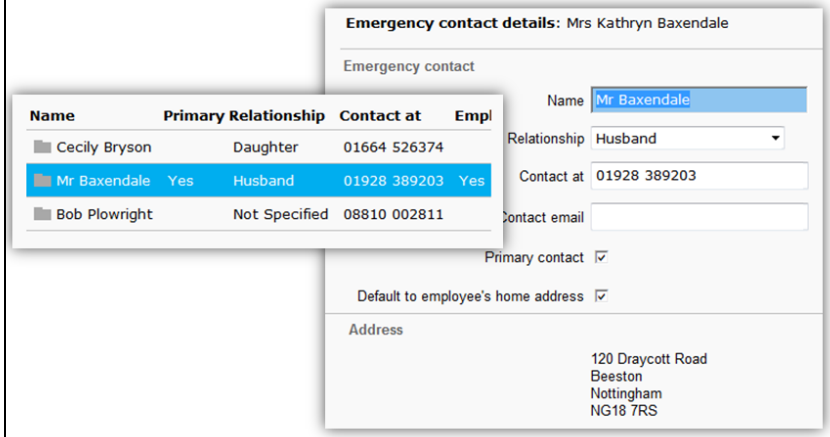
REQUIREMENT	Weight	Y/N	COMMENT
The GLA would require detailed user guidance. The Supplier must be able to provide training to all users including:			Train the Trainer courses will be provided to the GLA, which will provide an introduction to the system and will provide in depth training for systems administration/expert staff as part of the implementation. If all users require training, then the number of staff and level of training required will need to be quantified and provided to MidlandHR, who will in turn provide costs to train all of the GLA staff.
Ø Expert Users		Y	Training material is provided in hard copy format, which can be amended by the customer for its own use. Any bespoke courses provided to the GLA will be documented by MidlandHR. Train the Trainer costs are provided in the pricing matrix. Additional training courses are available for Systems Administrations (expert users), HR users (including self service), Technical Staff and Reporting.
Ø Human Resource Users		Y	
Ø Technical Staff		Y	
Ø Staff involved in the preparation of Reports		Y	
A selection of staff to be trained on the employee self service facility.		Y	
The Supplier must provide the GLA with an electronic copy of all training material in Microsoft Office Word format.		Y	All training courses are provided in hard copy format. Any bespoke training courses can be provided in word format.
The GLA would require a costed plan for a "train the trainer" approach to training GLA staff using the groups outlined in b) excluding technical staff and the self-service staff as listed above. Please ensure any costs are reflected in the pricing matrix and ensure your proposals for training include:		Y	Training as part of the Midland iTrent implementation would be provided on a 'Train the Trainer' basis
Ø Details of the trainers, their qualifications and experience		Y	The specific resource that will be allocated to your project will not

REQUIREMENT	Weight	Y/N	COMMENT
in this field			be assigned until preferred supplier status but below are examples of our trainers providing the level of experience typical of all our personnel. Specific CVs can be provided once resource has been allocated. **Andrew Horsfall, Senior Trainer**: With training experience across the entire suite of iTrent courses, Andrew is an expert in creating and delivering complex bespoke training solutions. **Simon Belcher, Trainer**: Along with phase 2 courses, Simon delivers the Business Object training programmes **Lorraine Eagle, Trainer**: Lorraine delivers all courses from our core programme in addition to Setting up and Using Recruitment. **Steve Grundy, Trainer**: Steve is a highly experienced trainer who delivers courses in all areas of iTrent, with particular focus on RTI, Auto-enrolment and Performance Management.
Ø Details of the modules in which training will be provided and the length of each training module		Y	We are completely flexible when it comes to training and is given for all modules selected for the implementation. Initially we conduct a 3 day training camp in our base system covering core Payroll and HR functions. Usually scheduled at our tailored training centre, this session will be for your core project team (suggested as up to 6 persons). Supplementary training sessions will then be scheduled into the project timeline (at the appropriate juncture in the project plan) to ensure that training is provided for all ancillary modules. The supplementary sessions can be scheduled as formalised classroom events or delivered as tailored workshops. Usually they are single day events, but can be designed to be specific to your individual requirement and target audience. Normally our module courses accommodate up to 10 attendees but larger numbers can be planned provided facilities are your site

REQUIREMENT	Weight	Y/N	COMMENT
			can be provided. We can of course host all training at our training centre in Nottingham if requested.
Ø The format the training will be provided in		Y	Training is provided in a number of formats to suit your preferred approach. We can provide: Scheduled classroom training in a formal environment Local workshops on your premises E-learning topics for you teams to conduct at their own pace and timing A combination of any of the above The decisions around which approach to take is made early in the project planning sessions and is designed to fit in with your resources availability and skill set.
Ø The maximum number of attendees at each training session		Y	Training numbers are fluid depending on your specific requirement. However we would recommend that only your core project team and process owners attend our 'into iTrent' three day formal classroom course in Nottingham. Up to 6 persons can attend this initial engagement. All other training will be limited only by the environment it is to be conducted in. We specify, ahead of all off-site training, what facilities and resources are required for each course/workshop.
Ø A copy of the training literature		Y	A copy of the training literature will be supplied to the customer.
Ø How training standards are monitored		Y	Training standards are continually monitored during the training sessions. The provision of job instructions and testing scripts by your team is an early indicator of the level of system understanding and training success. The scale of knowledge transfer is important to us and we will be further assessing the ability of your teams understanding of the system during our scheduled testing and parallel running exercises.

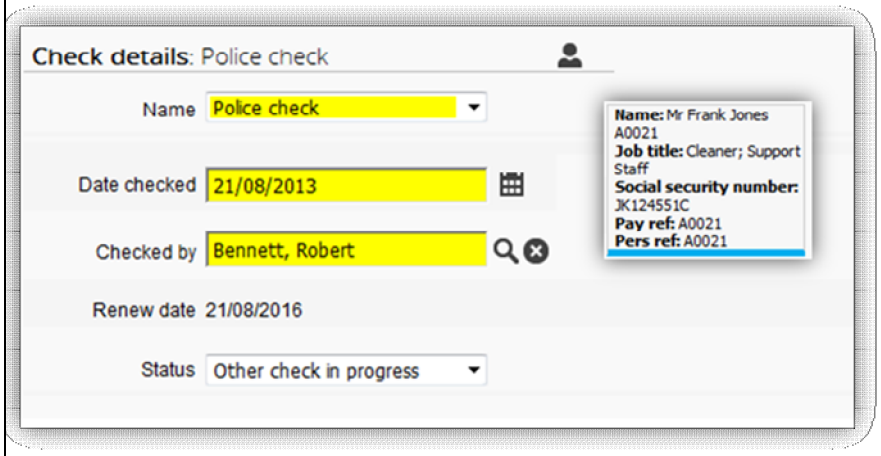
REQUIREMENT	Weight	Y/N	COMMENT
Ø Where the training will take place.		Y	Dependent upon the course, training can take place at our offices in Nottingham or at customer site.
Suppliers must include training for two technical staff to a level that would allow them to understand the technical implications of the System and any links and integration with GLA infrastructure.		Y	
D2 Discipline, Grievance and Capability **Discipline**			
A manager initiates disciplinary action. Depending on the nature of the issue an investigation may be carried out that will determine if a Disciplinary Hearing is required. The System must provide facilities to record details of a Disciplinary hearing, including:		Y	The manager will be able to initiate the disciplinary action and record all activities directly via manager self service. The reason and the stages of the disciplinary are user definable and can be customer specific. Users are automatically alerted of impending disciplinary stages using user defined alarm notes. Any additional details which need to be held can be recorded in the free text notes field available. Batch alerts can be defined to inform a user that a stage in the disciplinary process has been reached. This could send a system task or an email to ensure that action is followed up. Overdue actions can also be checked in a similar way.
Ø Manager		Y	This information is recorded.
Ø Nature of Incident		Y	This information is recorded.
Ø Date of Hearing		Y	This information is recorded.
Ø Hearing Officer		Y	This information is recorded.
Ø Outcome.		Y	This information is recorded.
Grievances		Y	
A grievance is initiated when one member of staff has a			

REQUIREMENT	Weight	Y/N	COMMENT
complaint against another. Initially an appropriate Manager will investigate the grievance to determine if a formal Grievance Hearing is required. The System must provide facilities to record details of a Grievance hearing, including:			
Ø Employee		Y	This information is recorded.
Ø Aggrieved		Y	This information is recorded.
Ø Aggressor		Y	This information is recorded.
Ø Nature of Grievance		Y	This information is recorded.
Ø Date of Hearing		Y	This information is recorded.
Ø Hearing Manager		Y	This information is recorded.
Ø Outcome.		Y	This information is recorded.
Capability		Y	
A manager initiates capability action. The System must provide facilities to record details of a capability hearing, including:			
Ø Manager		Y	This information is recorded.
Ø Nature of Incident		Y	This information is recorded.
Ø Date of Hearing		Y	This information is recorded.
Ø Hearing Officer		Y	This information is recorded.
Ø Outcome.		Y	This information is recorded.
M24 Emergency Contacts	X1		

REQUIREMENT	Weight	Y/N	COMMENT
Human Resources need to maintain the contact details of individuals who should be contacted in the event of an unforeseen problem or threat occurring outside of normal working hours. Also for disaster recovery purposes.		Y	Any number of emergency contact details for each employee can be recorded with a primary specified. Details recorded include name, relationship, address and contact details.  *Figure 6: Emergency contact details*
The individual to contact should be based on the Post they occupy and the type of incident e.g. if there is a threat of flooding contact the Building Manager; if there are telephone problems contact the IT Manager. They should also have more than one contact on a cascade basis e.g. if the IT Manager is not available contact the Operations Manager.		Y	All of these types of contact can be added to the system.
The System should provide facilities to maintain a minimum of two emergency contact details for each worker recorded on the system.		Y	Any number of contacts can be added.
D3 Eligibility to Work			

REQUIREMENT	Weight	Y/N	COMMENT
The system should record eligibility to work in the UK if not a UK citizen including:		Y	Standard facilities are provided for recording a number of different checks covering eligibility to work, including immigration control, DBS and ISA, driving licence checks etc. Users can define positions or departments within your organisation structure where occupants need to be checked for ISA, DBS etc as a pre-requisite. For example, you may have a requirement that everyone who works in the Sports Centre has a DBS check. Alternatively, checks can be applied on an ad hoc basis when a vacancy is advertised. Users will be informed of any mismatch if a person is placed in a position that has a controlled check pre-requisite. The checks facility includes full auditing and monitoring capabilities and the progress, outcome and expiry dates of all checks can be entered. Any associated documents can also be stored against the applicant's record. Workflow together with the batch scheduler ensures that users are notified, in advance, of any checks due to expire within a user defined period.
Ø Visa status		Y	Visa information can be stored and associated documentation can be attached or scanned against the employee's record. Alerts can be generated to notify prior to work permit expiry dates.
Ø Work permit/Visa number		Y	This information can be recorded and accessed for monitoring.
Ø Work permit/Visa type		Y	This information can be recorded and accessed for monitoring.
Ø Start date		Y	This information can be recorded and accessed for monitoring.
Ø Renewal date		Y	This information can be recorded and accessed for monitoring.
Ø End Date		Y	This information can be recorded and accessed for monitoring.
D4 CRB/DBS The system should record details of CRB/DBS checks to include the following:			Standard facilities record unlimited user definable checks covering for example driving licence, work permits, DBS, memberships of specific post-related professional bodies etc. The system will

REQUIREMENT	Weight	Y/N	COMMENT
			highlight when checks such as GSCC registration, visa, DBS and ContactPoint need renewing by sending alerts to both HR and the employee. Our system has been updated to cater for the merger of The Criminal Records Bureau and the Independent Safeguarding Authority into the Disclosure and Barring Service (DBS), including the launch of the new Update Service. This has included improved functionality for recording check details as an application progresses, with a more dynamic interface to cater for both online checks and written applications. Additionally electronic copies of documents can be stored against people or other records. Workflow together with the batch scheduler ensures that users are notified, in advance, of any checks expiring within a user defined period. It can also advise them of actions (such as paperwork and record deletion) required. Users can also define positions in the organisation structure which requires their occupants to be checked for ISA, DBS etc. The checks facility includes full auditing and monitoring capabilities. Users can be assigned checks and statuses to indicate the progress/outcome of their checking. Users are informed of any mismatch if a person is placed in a position that has a controlled check pre-requisite. The check summary page displays on a single form all the checks applied to a person.

REQUIREMENT	Weight	Y/N	COMMENT
			 *Figure 7: Entry of Employee Check (Police Check)*
Ø CRB Type		Y	This can be recorded.
Ø Effective date		Y	This can be recorded.
Ø Renewal date		Y	This can be recorded.

System Set up HR Expense System Requirements

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
A1	Is the system complaint with any UK Standard?	X1	Y	Yes. Our expenses system, which forms part of our payroll system,

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				has passed all of the HMRC recognition tests.
A2	Does the system support workflow?	X5	Y	Yes. The self service functionality offers a form design facility for the creation of customised expenses input forms and also full workflow and authorisation routing of claims and expenses. A payroll cut-off date can be enforced by using a locking period during which no expense transfers are made, which enables final checking and payroll processing. Employees may create a new claim, view existing claims and those requiring authorisation via self service. Employees select the claim template required and enter the relevant details. When all data entry is complete for the claim, a claim summary can be viewed/printed if required before being submitted for authorisation. Before submission users are required to enter their logon password as a security measure to ensure that only the authorised user is entering and submitting the data. Line managers are notified by email of outstanding claims requiring authorisation. They can then check their workflow task list for items that need reviewing and authorising. The line manager may view a summary and detail of the claim before authorisation. The line manager can authorise or refuse the claim, with a reason.
A3	Can the system be set up to handle approval hierarchies for employees and approvers?	X5	Y	Yes. The hierarchy will be inherited from that already created for HR and will automatically process workflow requests in accordance with it.
A4	Does the system assign a unique and sequential reference number to each claim?	X2	Y	Yes.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
A5	Can the system validate the employee number?	X1	Y	Yes.
A6	Can pre-defined rates be set up for certain types of expenditure?	X5	Y	Yes. All rates and calculations that use these rates are user configurable.
A7	Can the Administrator update the pre-set rates?	X2	Y	Yes. Any authorised users can update the rates.
A8	Is the system multi currency? If Yes:- Which currencies are available?	X1	Y	Yes. Inherent multi-currency capability has been fully developed to meet all relevant UK HR and payroll legislation. Employees can be paid in Euros using the standard out-of-the-box solution. In the event of the UK joining the EMU, we may further enhance this functionality.
A9	Can one claim use different currencies for different lines?	X1	Y	This would depend on how the claimant requires repayment. The calculation could reference user definable exchange rate tables to reimburse the claimant with sterling if required and this can be defined as an expense element associated with a specific currency
A10	The GLA requires the claimant to be able to insert or overwrite the exchange rate. Can users insert or overwrite the exchange rate to be used for claims?	X5	Y	Yes. The claimant can insert or overwrite the exchange rate to be used for claims. This is then written to the audit log.
A11	The GLA requires the system to produce a report on expenses analysed by the Pay Elements used in the Cyborg payroll system. Can the system link expense types to pre-defined pay element numbers?	X5	Y	Our system can use the pay elements used in the Cyborg system. Once replicated, the system can process expenses independently.
A12	Can the system link expense types to	X2	Y	Yes. Each expense type can have an associated cost code and this

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	general ledger expense codes?			can also be split any number of times.
A13	The GLA requires a system that will allow claimants to attach scanned receipts and other supporting documents. Does the system have the facility to route scanned documents with expense claims?	X5	Y	Yes. Claimants and authorised users can attached scanned documentation to each claim.
A14	What document formats (e.g. pdf, html) can be attached and viewed?	X5	Y	Our solution is able to store any type of electronic document against relevant records (eg pdf, HTML etc)
A15	Are all actions and tasks recorded within an audit trail?	X5	Y	Yes. The comprehensive auditing facility throughout the entire application covers session audits (those currently active and access attempts), component audits (detailing the navigation route taken by the user to access information) and transaction audits (detailing the before and after images together with read requests if desired). Even security information such as password expired, password suspended, password change failed, failed logins etc can all be audited.
A16	How are user rights for read only, read-write etc. access controlled?	X1	Y	These are controlled using the system's security functionality. The system manager can administer security to various levels of the application including access to navigation items including modules, forms, reports, checklists and correspondence and also to individual system actions by update and read only access. Advanced security profiles offer the option to include security based on the organisation structure, tab pages and field level. Once these security profiles have been created, users are added to the required security profile and inherit the associated access rights.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				Sophisticated security tools allow definition of profiles down to field level access. This ensures the correct level of access is given to your users, even when an individual has a multiple employment scenario. A tick box approach is used to security which means that it can be easily configured by non-technical members of your administration team.
A17	Is the audit trail or history visible to other users in the workflow?	X1	Y	Yes if they have appropriate permissions. The permissions are user configurable.
A18	Are all changes and notifications stored within the audit trail whilst the workflow is progressing?	X1	Y	Yes.
A19	Does the system support multi-line expense claims?	X5	Y	Yes. The workflow that supports the claim is fully user configurable and can include any number of approvals.
A20	The GLA would like to include a mandatory tick box for the employee to “sign” that the expenses claimed relate to GLA business and that they have not been previously claimed from the GLA or any other organisation. Can this be provided?	X2	Y	Yes.

Workflows

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
B1	The GLA requires the expense claim to workflow from the claimant to the approver/s and on to Finance for review and release for payment or rejection. Does the system provide facilities to enable the electronic management of expenses claims via routing from employee to authoriser to Finance?	X5	Y	Yes. The system allows any number of approvals and this can include the claimant to the approver/s and on to Finance. The workflow that underpins this is fully user configurable.
B2	Can the workflow be configured to handle any adjustments to claims and re-authorisations by the Authoriser?	X5	Y	Yes.
B3	Can the workflow be configured to handle any adjustments to claims by Finance and re-authorisations by the Authoriser?	X5	Y	Yes.
B4	When Finance release the claim for payment, there needs to be a facility that allows Finance to state what month's main or supplementary payroll the payment will be made in. Can the system allow this?	X5	Y	Yes. This can be included in a notes field.
B5	Not all claims will require an audit review by Finance, can review parameters be set to determine which	X5	N	This will require a manual redirection.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	claims are routed to Finance and which are automatically flagged as released for payment?			
B6	Is the workflow compliant with standard email solutions to notify the Approver when an expense claim is awaiting authorisation?	X5	Y	Yes. The solution's workflow uses an SMTP/POP3 interface to send mail to POP3 mail systems such as Microsoft Exchange. The embedded workflow engine allows any triggers to be defined to automatically send alerts to appropriate people or emails and appointments into diary systems such as Microsoft Outlook or Lotus Notes or any iCalendar or vCalendar compliant system.
B7	Is the workflow compliant with standard email solutions to notify the Employee when an expense claim has been authorised?	X5	Y	Yes.
B8	Is the workflow compliant with standard email solutions to notify the Employee when an expense claim is rejected?	X5	Y	Yes.
B9	Is the workflow compliant with standard email solutions to notify the Employee when an expense claim is released for payment?	X5	Y	Yes.
B10	The GLA requires scanned receipts to be attached to expense claims. It is important that the approver and Finance can easily identify the receipts that relate to each expense line. Can the system link receipts to	X5	Y	Yes. When the user is reviewing the claim they can access directly the scanned image of the receipts.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	individual expense lines?			
B11	Is other workflow functionality available?	X1	Y	Yes. Our solution will support you in ensuring your human resource and payroll administration runs efficiently through a fully configurable workflow which drives and tracks your processes. It comprises a fully automated, multi-tier authorisation with alerts and reminders for key actions and dates helping critical tasks to be managed and workloads to be planned. Workflow can be defined so that data entered through self service is routed for approval prior to committing to the live database, specifically for all actions including timesheet input, expense claims, holiday requests, training requests etc.

Claim preparation and submission

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
C1	Does the system have customisable expense categories?	X5	Y	Yes. All expense categories are fully user configurable.
C2	Can the GLA state which input fields on the expense claim are mandatory?	X5	Y	Yes.
C3	If mandatory fields are not completed does a warning message appear and is the claimant prevented from submitting the claim?	X5	Y	Yes.
C4	Does the system allow the claimant to select the expense category from a list of pre-set expense categories?	X1	Y	Yes.
C5	Does the system allow the claimant to input the cost code to which the expense will be charged?	X5	Y	Yes.
C6	Can the GLA specify additional mandatory data fields for certain expense types? e.g. Start and end point of journeys Home to Work Journey Number of taxi journeys Foreign travel approval reference number for foreign trips Details of individuals being entertained and the business purpose	X5	Y	Yes. All of the expense categories are user definable.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
C7	Can the GLA specify calculations for certain expense types? e.g. Number of car miles at a pre-set rate Number of bicycle miles at a pre-set rate	X5	Y	Yes. The calculation formula behind each expense element is fully user configurable using a powerful calculator tool that can reference any table, spinal point, salary value etc to derive the rates. It will also reference dates to cater for the validity of the payment and also pro rata rules.
C8	Where the claimant has a valid tax receipt they will need to be able to split the expenditure between the gross amount and VAT. Does the system allow the claimant to enter these amounts?	X5	Y	Yes. The system can also automatically calculate the applicable VAT based on user configurable rules.
C9	Can the system be set up to prevent the reclaim of VAT for business entertaining for tax purposes?	X1	Y	Yes.
C10	The GLA requires the system to allow the claimant to select the claim currency. Where it is not in sterling the claimant will be required to insert the exchange rate and the system will need to calculate the sterling amount. Does the system allow this?	X5	Y	Yes.
C11	Does the system allow the claimant to save a partly completed expense claim and return to complete it at a later date?	X5	Y	Yes.
C12	How are changes to submitted expense claims managed by the	X2	Y	If the form has not yet been submitted then the claimant can simply amend the claim inline in self service. If the claim has been

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	system?			submitted and paid then the payroll retrospection facility (if using our own payroll) will automatically balance any back pay changes (eg if an expense item is deleted after being paid).
C13	The system should save and allow the retrieval of previously submitted claims. Does the system save previously submitted claims? Can the claimant view these claims? How long does the system store these claims? What are the limitations on how long claims can be saved for?	X2	Y	Yes. All claims are retained online. Yes, via self service. Indefinitely. The system will not delete the claims. There is no software limitation and so the only limitation is the hardware. Where we host the solution then our infrastructure will easily handle claims for 750 employees over the lifetime of your contract with us.
C14	The system should allow Finance / Administrators to run enquiries on the system. For example, Finance should be able input the claim number and review the claim online, type in an employee's pay number and see all claims previously submitted etc Does the system allow this?	X5	Y	Yes. Authorised users including those in finance can input the claim number and review the claim online. All supporting information is accessible. They can also type in an employee's pay number and see all claims previously submitted. Also, they have online access to many standard expenses reports. As this is all delivered via a browser there is no need to install further software to access this information.

Claim authorisation

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
D1	Can claims be partially authorised – e.g. If there are three items, can one item be approved, one item queried and one item rejected?	X1	N	
D2	Does the system provide for multiple approval requirements. E.g. a claim requiring approval by more than one authoriser?	X1	Y	Yes
D3	Can the system provide for claim lines to be authorised by a specific budget holder rather than an employees 'usual' expense authoriser?	X1	N	
D4	Is it possible for an employee to authorise his/her own claims?	X1	Y	Only if you specifically allow them to and remove the approval process from them. All approved claims are also written to the audit log.
D5	Is it possible for the authoriser to be of the same job level as the claimant?	X1	Y	Yes if this is how you prefer the system to be implemented. All approvals are audited.
D6	The system needs to be able to handle expense claims that are not approved after a specified number of days. Can the system handle expense claims that have not been authorised after x days?	X5	Y	The solution can automatically escalate unattended claims by referencing the organisation structure, which is accessed to select reporting managers to route any request for authorisation, eliminating the need to redefine the process for changes in structure. Reporting lines are created between positions in posts and not individual people, thereby allowing managers and employees to change without affecting the reporting structure and

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	Please explain how?			the need to re-assign a reporting manager.
D7	If an Approver is on leave or ill they will need to be able to set up a substitute who will take over their approvals. Does the system allow this?	X5	Y	This can happen automatically as outlined in the previous answer. Alternatively, managers can set up approval routing to other users between start and end dates which they define.
D8	Can the employee check on the system for the approval status of an expense claim?	X2	Y	Yes. Also, emails will automatically notify them of any change in status.

Reporting

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
E1	Does the system come with standard pre - built reports?	X1	Y	Yes. The system includes many expenses reports.
E2	Which pre-built reports are available?	X1	Y	• Late Mileage Expense Payments • Mileage Claims by Scheme by Employee • P11D Mileage Allowance Payments • Vehicle Drivers List • Zero Miles with Lump Sum Also many standard pay reports are available if the iTrent payroll is used to process the expenses.
E3	Will the GLA be able to request custom built reports?	X5	Y	The GLA will be provided with the Midland iTrent standard reporting suite. If the GLA uses Business Objects, MidlandHR will be able to provide custom built reports or the GLA can build the reports in house. Reports built by MidlandHR will need to be scoped and will be chargeable.
E4	The GLA needs to be able to output the expenses that are to be paid in Excel. Can the reports be downloaded into Excel? Can the reports be downloaded in CSV?	X5	Y	Yes. Also, specific reports can be created in Business Objects and exported to CVS (Excel).
E5	Are all reports adequately titled and dated?	X1	Y	Yes.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
E6	Are reporting functions menu driven or otherwise easy to initiate?	X1	Y	Yes. All standard report are accessed via standard menus accessible to users and managers.
E7	The GLA would like report writing capability to allow it to write simple reports. Does the system have an inbuilt report writer?	X2	Y	Yes. Several approaches can be adopted when creating personalised reports. At the highest level, ad-hoc information can be accessed using the powerful search facility whereby records can be selected using criteria relevant to the records being retrieved. The powerful search engine can export results to printer, screen or to file and is an ideal and easy to use ad-hoc tool. Business Objects can also be used to create ad-hoc reports as it complements the solution's standard reports and includes a highly intuitive data interface that allows users with no technical knowledge of the underlying database to create reports. MidlandHR fully supports and maintains this data dictionary and is able to offer comprehensive training on its use.
E8	Can report layouts and formats be easily adapted to users' requirements?	X1	Y	Yes, especially if the reports are crated using Business Objects.
E9	What options are available regarding data selection and criteria?	X1	Y	Report parameters ensure that only relevant data is retrieved and multiple runs of the same report can be made with different run-time parameters, with textual information attached to a report run so that it can be more easily identified (for instance from several reports of the same name). The data retrieved is controlled by the user's profile maintaining system security.
E10	Are there date restrictions on the data that can be reported on and/or analysed?	X1	Y	No

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
E11	Is exception reporting available. What can be detailed in these reports?	X1	Y	Exception reporting is available when using the full payroll functionality, otherwise this would be managed using Business Objects.
E12	Can users define the parameters or selection criteria used for reports?	X5	Y	Yes for user defined reports.
E13	Can the selection be by:- Employee? Directorate? Service area? Authority as a whole? General ledger code? Cost object? Pay element? Data metric e.g. car mileage?	X5	Y	To cater for all of these requirements we recommend a user defined report.
E14	Can reports be produced which detail:-	X5		
	• Expense amount per category?		Y	We recommend this is managed by a user defined report as this information is included in standard payroll reports which is outside of the scope of the project.
	• Expense amount for certain employee groups		Y	We recommend this is managed by a user defined report as this information is included in standard payroll reports which is outside of the scope of the project.
	• Expenses claimed above a certain financial threshold?		Y	We recommend this is managed by a user defined report as this information is included in standard payroll reports which is outside of the scope of the project.
	And can this threshold be varied?		Y	We recommend this is managed by a user defined report as this information is included in standard payroll reports which is

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				outside of the scope of the project.
	• Mileage claimed?		Y	We recommend this is managed by a user defined report as this information is included in standard payroll reports which is outside of the scope of the project.
	• Number of trips taken?		Y	We recommend this is managed by a user defined report as this information is included in standard payroll reports which is outside of the scope of the project.
E15	Is there any restriction on:-	X1		
	• The number of reports that can be produced?		Y	No
	• The number of times that any report can be produced?		Y	No
	• The time period during which any reports can be produced?		Y	No
E16	Where relevant, are positive and negative values easily distinguished?	X5	Y	Yes.
E17	Is it possible to drill down on reports:-	X1		
	• For more detail or explanation?		Part	Yes although this would depend on the type of report. Parameters can be passed automatically between reports allowing drill-down to be effected. When drilling down report data can be cached so that it is not necessary for a report to be run again when returning to it from a lower-level report.
	• To individual record or transaction level?		Part	The reports are designed to summarise this information and lower level detail can be included in the report.
E18	The GLA is required to report to the Audit on the expenses of certain staff	X2	Y	Yes.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	who are designated “Reportable Persons”. Can a field be included in the database to flag up these staff to facilitate reporting ?			

Training and User guides

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
F2	The Supplier will be asked to provide all necessary training. The GLA reserves the right to use and modify the Supplier's courses and training literature in order to undertake subsequent in-house training. This would include the use and modification of all course material such as trainer's notes and handouts. Do you agree to this?	X2	Y	Most Training material is provided in hard copy format only. This material can be amended by the customer if required. Any other documentation provided electronically by MidlandHR in relation to training can be modified for use for internal training at the GLA. Initial training will be provided as part of the implementation. Further training requirements will need to be scoped and will be charged separately.
3	The Supplier must be able to provide training to all users including: • Expert Users • Finance Users • Technical Staff • Staff involved in the preparation of Reports	X10	Y	Training on Expenses will be provided for up to 8 people on a 'train the trainer' basis. All other users will be trained on expenses by the GLA.
	The Supplier must provide the GLA with an electronic copy of all training material in Microsoft Office Word format.		Y	Training material is provided in Hard copy format.
	The GLA would require a costed plan for the training provision.		Y	Training on expenses on a 'train the trainer' basis is included in the Implementation Plan and is provided for in the pricing section. Any further training requirements would need to be scoped in terms on numbers of attendees and level of requirement. A cost

				could then be provided to the GLA.
	Details of the trainers, their qualifications and experience in this field		Y	The specific resource that will be allocated to your project will not be assigned until preferred supplier status but below are examples of our trainers providing the level of experience typical of all our personnel. Specific CVs can be provided once resource has been allocated. **Andrew Horsfall, Senior Trainer**: With training experience across the entire suite of iTrent courses, Andrew is an expert in creating and delivering complex bespoke training solutions. **Simon Belcher, Trainer**: Along with phase 2 courses, Simon delivers the Business Object training programmes **Lorraine Eagle, Trainer**: Lorraine delivers all courses from our core programme in addition to Setting up and Using Recruitment. **Steve Grundy, Trainer**: Steve is a highly experienced trainer who delivers courses in all areas of iTrent, with particular focus on RTI, Auto-enrolment and Performance Management.
	Details of the modules in which training will be provided and the length of each training module		Y	Training will be provided on the Expenses module.
	The format the training will be provided in		Y	Training will be provided on customer site or at our training facilities in Nottingham.
	The maximum number of attendees at each training session		Y	Dependent on the course, Midland recommend that Training courses are for a maximum of 8 people.
	A copy of the training literature		Y	A copy of the training course is provided.
	How training standards are monitored		Y	Feedback from customers is required to ensure that training standards are monitored.
	Where the training will take place.		Y	Technical/Systems Administration Training is provided.

	Suppliers must include training for two technical staff to a level that would allow them to understand the technical implications of the System and any links and integration with GLA infrastructure. Please state/demonstrate how these requirements will be met.		Y Y	MidlandHR are proposing a hosted solution. Technical advice and guidance will be provided as part of the implementation. The role of the Midland HROIT team will be defined and the responsibility of technical staff at the GLA will be covered in detail.
F4	Suppliers must provide comprehensive easy to follow user guidance that will introduce new users to the system

F4a	List the different forms which user documentation is provided in. e.g. hard copy reference manual / Quick start guide / On-screen help?	X5	Y	User documentation is provided in hard copy, on-screen help, download via the Extranet
F4b	Does the documentation include:- o A guide to basic functions? o Pictures of screens? o FAQ's & answers?	X2	 Y Y Y	 A guide to basic functions is supplied. Pictures of screens are provided in hard copy, via on-line help and via the Extranet FAQ's and answers are supplied via the Extranet
F4c	Does the documentation clearly specify the actions to be taken by users at each important stage of using the system?	X2	Y	Documentation is provided to ensure that the user is clear as to the actions required at each stage.

Support and maintenance

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
H1	What technical support is provided for Users and Administrators? Please provide details to include response time, working hours, support that is within the contract and support that incurs additional charges etc	X15	Y	MidlandHR provides a range of services designed to ensure all our customers are supported after implementation. Our standard support includes: a service desk to log, resolve and assist with software issues an extranet service for managing and accessing all logged calls dedicated account management who will discuss with you your ongoing support. access to the MidlandHR implementation services team for a broad range of services including training and business consultancy. The service desk is available between 9:00 and 17:00, Monday to Friday (excluding English bank holidays) and can be contacted on: +44(0)844 800 9278. Whilst we use the customer extranet to manage service requests, customers can also telephone us at any time during these hours to check the progress of requests or provide additional information. MidlandHR provides an online service desk portal (available 24/7) that allows customers to: Keep up to date with the latest news from MidlandHR, including legislation updates, support notices, release schedules. Access extensive product documentation, such as user guides, impact analyses and support schedules

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				Sign up for proactive notification of software updates. Download the latest software enhancements, releases and corrections as they become available. Identify solutions via our knowledge base library. Log, view and update service requests. Authorise remote access to your system by MidlandHR support staff. Run and print service request analysis reports. Access the iShare customer community forum.
H2	How are enhancements and bug fixes provided?	X5	Y	Enhancements to the software and bug fixes/patches are provided as part of our 90 release cycle. Details of the content of all upgrades and an impact analysis are provided to the customer well in advance of the release date. System maintenance and enhancements are delivered through full system releases and service packs. Service packs provide incremental changes and are normally installed twice a year. Any necessary downtime is scheduled with the customer to minimise business impact. Generally these are scheduled out of hours with an early close-down at around 3.00 p.m. Implementation of a full system release takes up to a day.
H3	What IT infrastructure is required to operate the system?	X1	Y	The solution is accessed in its entirety through a web front end; this does not require any third party plugins, or Java Runtime Environment. The software has been constructed to be presented using HTML and JavaScript. The solution has been tested across multiple platforms and

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				browsers, with the following configurations currently supported: Microsoft Windows XP – IE7 & 8, Firefox 24+, Google Chrome 30+ Microsoft Windows 7 – IE 8,9,10 & 11, Firefox 24+, Google Chrome 30+ Microsoft Windows 8 – IE 10 & 11, Firefox 24+, Google Chrome 30+ Apple Mac OSX 10.7 - Firefox 24+, Google Chrome 30+, Safari 6/7 Apple Mac OSX 10.8 - Firefox 24+, Google Chrome 30+, Safari 6/7 Apple MacOS X 10.9 - Firefox 24+, Google Chrome 30+, Safari 6/7 Microsoft Support for Windows XP is ending in April 2014. Please upgrade to a supported operating system before then. Web recruitment views are not optimised for IE7. Users and applicants on IE7 are advised to upgrade to IE8 or higher. Compatibility mode needs to be activated for IE10 and IE11. Google Chrome and Safari are both supported for Self-Service, but currently not the main iTrent user interface due to limitations of the WebKit browser engine used by both of these browsers. The recommended hardware requirements for our clients are as

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				follows: Processor – 2GHz processor or higher (dual core recommended) Available RAM – 1Gb (2Gb Recommended) Network Interface – 10/100/1000Mbps (1000Mbps recommended) Display Resolution - 1280 x 1024 pixels at 16-bit colour The solution can also be accessed from a number of different mobile devices through a mobile web browser. Detailed below is a list of mobile operating systems that are supported: Android 4.x Apple iOS 6 Apple iOS 7 Windows Phone 8
H4	How is the system licensed?	X1	Y	The system is licenced on a module and per employee basis. Costs for the GLA in this tender are based on 750 employees.
H5	What hosting options are available?	X1	Y	This tender response is submitted on the basis that the Expense module will be hosted alongside the other iTrent modules. Our sole hosting activity is the provision of our HR and payroll services. With a dedicated hosting team who not only understand the products but also HR/payroll concepts, terminology and processes, we believe this puts our hosting provision in a unique position. This is underpinned by a detailed SLA confirming what activities will be performed by both parties. This SLA is a living document which will be referenced during the service review meeting with a dedicated account manager. As such this allows the SLA to be

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				revised should there be a change in circumstances or requirements, as we appreciate the ever changing needs of our clients. Our hosted service includes a number of components that ensures smooth delivery of your services throughout the lifecycle of the contract. As we will take care of the infrastructure, licensing, systems monitoring, system updates/upgrades and more, it leaves our customers to focus on their core business. Any patches or associated environment changes will require sign off by each customer before work can commence (outside of the maintenance window). Infrastructure is designed to be resilient and highly scalable to accommodate the demands of human capital management. The hardware is continually assessed and refreshed in the background; hence we do not leave customers on the same piece of equipment for the duration of a contract. This also applies to the provision of our DR service and is reflected by our ability and knowledge in recovering product services. Given the hosting service caters for small or large enterprises of all market sectors from finance to central government, the systems are provided 24x7 and backed by a 99.5% service availability SLA.
H6	Do any specific tasks have to be performed by the administrator of the system?	X1	Y	There are two parts to system maintenance within a hosted environment. Firstly, you will be responsible for setting up appropriate maintenance tasks to ensure temporary data is cleared down on a regular basis. An example of this would be temporary audit data.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				You will receive full training and documentation relating to best practice within each function/module. We do however have certain tools to keep tabs on the key system areas that could affect performance just in case the client makes an oversight as to what they should configure. Secondly, the HRO IT services team will monitor many aspects from database size/performance through to specific system services such as those pertaining to the main product engine. The entire hosted operation is monitored using Microsoft Systems Centre Operations Manager (SCOM) which provides up to the minute information on capacity planning requirements. As the hosting team are purely dedicated to running HR and Payroll systems, the facility is fully geared towards the smooth operation of your product instance and associated processes.
H7	Are there any restrictions on the level of data that is maintained on the system?	X1	Y	There is no hardware limit as we are proposing to host the solution. We will simply expand our hardware as and when required. However there will be a pricing limit on the number of employees that are processed; your requirements have been considered are have been included as part of our proposal.
H8	Does the system warn the user when space is becoming short?	X1	Y	The hosting team are tasked with database maintenance for the entire HRO service. Our dedicated DBA's are responsible for ensuring capacity management of the database. You will not receive any warnings on space becoming sure as we will ensure, through capacity management, that you are allocated the correct amount.

Security and continuity of processing

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
J1	Is access to the system managed by individual user profiles?	X5	Y	Yes.
J2	The system should automatically generate passwords and re-set them in a “forgotten password” regime. Does the system allow this?	X5	Y	Yes.
J3	Can access to the expenses system be managed so users can only see and access those functions they are authorised to access?	X3	Y	Yes. Security profiles enable a system manager to administer security to various levels of the application including access to navigation items including modules, forms, reports, checklists and correspondence and also to individual system actions by update and read only access. Advanced security profiles offer the option to include security based on the organisation structure, tab pages and field level. Once these security profiles have been created, users are added to the required security profile and inherit the associated access rights. Sophisticated security tools allow definition of profiles down to field level access. This ensures the correct level of access is given to your users, even when an individual has a multiple employment scenario. Elements of security defined at this level is inherited throughout the application even when using third party reporting tools such as Business Objects, reducing the need for duplication of security rules. The security is built up of a number of building blocks and there are various methods of applying security in the system that cover

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				a whole range of scenarios: from preventing a user accessing whole system areas to being as specific as disabling access to a single field. The security access levels and profiles are built up from: • User access security can be used to prevent a user, or any user attached to a profile, from accessing or amending a forbidden part of the system e.g. individual's records or other sensitive information. • Navigation security is used to prevent users from accessing areas of the system. As an example, general users should not be able to access the system administration node. Only the system administrator should have access to this functionality. • Structure and organisational access security restricts access to branches of an organisation and anything linked to that branch, such as personal information, contract details or position details. • Row and field access restrictions. Row security allows specific records to be restricted for a group of users. This restriction can be conditional and the records can be hidden or just made read-only to the user. Field security is the most detailed security level available. It can be unconditionally or conditionally defined, and the condition design system is effectively the same as in row security.
J6	The system should allow an appropriately delegated user s to administer user accounts (including permissions) and changes to	X1	Y	Yes. This can be controlled by your designated users. You will be able to assign data and functionality access according to user definable security profiles. Once the user has successfully logged on with their password authenticated, they will be granted access

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	sensitive data, such as employee details, adding pay elements. Does the system allow this?			according to the security profile in which they reside. A tick box approach is used for easy configuration by non-technical members of your administration team. The solution's flexible and easy-to-use security facility allows customers to build any number of tailored user access profiles, whether for core users or for employee or manager self service. Access to data may be controlled at functional, screen, and field level. Access to list content can also be restricted with access defined as either fully editable, read-only or non-visible.
J7	Are deleted transactions retained in the audit trail and denoted as such?	X1	Y	Yes.
J8	Does the software track user activity?	X1	Y	Yes. Auditing is broken down into three components: • Session Audit: This covers auditing the currently active system sessions, successful/unsuccessful access to the system and changes to user information (passwords and profiles). • Component Audit: This includes auditing the navigation route taken by the user to access information, detailing which user accessed which form, from which workstation at what date/time. • Transaction Audit: A fully maintained transactional audit for changes to data, before and after images are recorded for updates. Read requests can also be audited, but this is generally advised against due to the volume of data that would be stored, and the impact on the overall performance of the system.
J9	Can a report be produced detailing all	X1	Y	Yes. This is a standard report.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	current users and their authority levels and/or access rights?			
J10	Please state how the data is backed up. Is this an automated process?	X1	Y	Backups are performed using a tier based system comprising of 3 tiers performed on a nightly basis: Presentation: is delivered by an IIS web server or cluster using Hyper-V virtual server. Only server configuration data needs to be stored/secured, which is achieved via our SAN architecture. This allows for simple recovery in the event of a hardware loss or disaster recovery. Application: the application hosts the iTrent applications. Data is mainly static and backed up on a schedule to disk and tape. RDBMS: databases backups are taken using RMAN (an oracle utility), allowing the systems to remain open while backups continue. Transactional backups are taken (using archive logs) at a pre-defined interval and copied to the business continuity site automatically. This allows the business continuity database to be kept up to date in the ready for bringing online should the need arise.
J11	Recovery Please state how the software facilitates recovery procedures in the event of software failure? (E.g. roll back to the last completed transaction). Are these automated?	X1	Y	The primary method of data recovery is from our SAN architecture as this enables faster restore capability. As a precautionary measure the SAN is also backed up to tape should we need to recover from removable media. During a DR the database is recovered from disk and your application instance restored from the replicated SAN. Once complete, it will be linked to your DR connection and access provided accordingly. The recovery point objective (RPO) is 4 hours with a recovery time objective (RTO) of 12 hours.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
				Typically the RPO (age of the data once restored) is approximately 30 minutes but contractually we state 4 hours in case our SAN recovery fails and backup tapes are used instead. For this same reason the RTO (time to recover) is 12 hours. However, customers at a critical stage within their payroll cycle would be prioritised for recovery. We test the DR capabilities and processes each month as all our clients are entitled to one test per annum. Given the frequency of such testing, the very nature of what we do as a service ensures our systems and process are continually maintained. None of the recovery task is automated. We would have to initiate a recovery. In the event of a business discontinuity event, the crisis management team works to formalise procedures and pre-prepared materials to manage events in an effective manner to minimise disruption.
J12	Audit trail • Does the software have a detailed audit trail?	X5	Y	Yes. The comprehensive auditing facility throughout the entire application covers session audits (those currently active and access attempts), component audits (detailing the navigation route taken by the user to access information) and transaction audits (detailing the before and after images together with read requests if desired). Even security information such as password expired, password suspended, password change failed, failed logins etc can all be audited.
J13	• Is it impossible to turn off or delete the audit trail?	X5	Y	Once it has been defined only authorised users can change audit recording parameters.
J14	• Is all input data included within the audit trail, including	X1	Y	Yes.

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
	amendments, deletions etc?			
J15	• Does the software allocate a system generated sequential unique reference number to each transaction?	X1	Y	Yes.
J16	• Does software allocate the user id against each element of data input?	X1	Y	Yes.
J17	• Is the input date and time stamped?	X1	Y	Yes.
J18	• Are all master file changes recorded in the audit trail?	X1	Y	Yes.
J19	• Are all standing data changes recorded in the audit trail?	X1	Y	Yes.

Integration

Ref	Requirement	Weight	Y/N	State how the system fulfils the requirement
K1	Can the system be integrated with the Human Resources personnel system to manage changes to employees' details, new employees and leavers, automatically?	X10	Y	Yes. Our single sign-on solution comprises a number of modules that share a single database of information. As an example, new recruit details are seamlessly passed into HR and similarly, HR details are passed into payroll. User security profiles ensure that access restrictions maintain system security to deliver a truly integrated product. This modular approach allows the customer to select those modules important to them and implement the modules in priority order, achieving maximum business benefit as soon as possible. Additional modules can be purchased at any time. In summary, the fully integrated solution is designed so that data is only ever entered once and is readily available to the other modules.
	If Yes:- What controls are in place over these updates to the expense management system?		Y	All controls are managed by the security profiles and workflow. You can therefore determine who has access to processes, data and records.

	How is data integrity maintained by the system?		Y	The solution and environments have all been designed to offer the most comprehensive suite of security sufficient to meet the needs of even our central government customers such as the Law Offices Department together with many police force customers and public sector organisations. This is managed via extensive application security, independent penetration testing performed by NCC and the encryption of passwords and indeed all data transferred across the network (using SSL). The web infrastructure is normally deployed on a separate web server in either local or remote services. Self service modules tend to be deployed in local services mode with the bulk of the http processing and load on the web server. If the web recruitment module however is over the internet the web server is located behind a firewall in a DMZ. To ensure security is maintained the Web services would be deployed remotely on the application server to remove the need for the RDBMS client. The core web environment addresses a number of common points of attack such as: cross site scripting; spoofing and impersonation; denial of service & data Integrity; data interception and modification; back doors and virus checking.

				Security is extensive at our data center and includes: site crash barriers at the entrance; Perimeter Motion Detectors; Restricted Badge Access Swipes (all visitors have to be chaperoned); CCTV pointing at all incoming entrances to ensure faces are captured; Red Care Police security system with ‘double knock’ window sensors; Secure Data center - Badge and PIN coded access cage for Hosted IT systems; PIN coded data cabinets and Government and Police approved employees To supplement these security measures MidlandHR also adopts a variety of systems security including: ISO27001 Accreditation; separate network for hosted services (firewalled), VLANs and Name Address Translation also used; penetration testing; hardened server, switch and firewall build process (default configuration removed & only required services enabled); GSE accredited (central government); individual Oracle or SQL databases per client; a dedicated hosting team; a segregation of duties for systems owners; change control process for internal and client facing staff; application level security, controlled by customers; and DMZ in operation for any internet connectivity.

				Security is extensive at our data center and includes: site crash barriers at the entrance; Perimeter Motion Detectors; Restricted Badge Access Swipes (all visitors have to be chaperoned); CCTV pointing at all incoming entrances to ensure faces are captured; Red Care Police security system with 'double knock' window sensors; Secure Data center - Badge and PIN coded access cage for Hosted IT systems; PIN coded data cabinets and Government and Police approved employees To supplement these security measures MidlandHR also adopts a variety of systems security including: ISO27001 Accreditation; separate network for hosted services (firewalled), VLANs and Name Address Translation also used; penetration testing; hardened server, switch and firewall build process (default configuration removed & only required services enabled); GSE accredited (central government); individual Oracle or SQL databases per client; a dedicated hosting team; a segregation of duties for systems owners; change control process for internal and client facing staff; application level security, controlled by customers; and DMZ in operation for any internet connectivity.

2.2 Response Matrix Performance Management Requirements

2.2.1 Please indicate in the below table which requirements your proposed solution can and cannot meet by entering a:

- **'Y'** (Yes the proposed solution can meet the requirement)
- **'N'** (No the proposed solution cannot meet the requirement)

2.2.2 Please use the comment box if you need to qualify a particular response, for example, if there is a constraint on how the requirement will be met.

2.2.3 Please do not feel obliged to enter information in the comment box. A ‘Y’ will be taken to mean the requirement can be met. Only use it to qualify a response.

2.2.4 It is recognised that not all mandatory (**M**) or desirable (**D**) requirement will be met when procuring pre-developed software solutions. Please therefore do not exclude yourself on this basis.

REQUIREMENT		Y/N	COMMENT
M46	The system must provide an interface which is easy, fast and attractive from the user perspective.	Y	
M47	The system must allow branding customisation in line with GLA’s internal branding.	Y	
M48	The system must be capable of uploading exported staffing information from the main HR system in the form of a comer separated value (CSV) file with the system updating or creating the requisite records within the performance management system. Alternatively, if performance management system is a module of the core HR system, the relevant fields (such as name, manager’s name, job title, Unit, Directorate) should be automatically populated with core staffing information.	Y	The performance management facility is part of the HR system.
M49	The system must provide the ability for end users to	Y	

REQUIREMENT		Y/N	COMMENT
	print out blank templates, partially completed forms or fully completed records at any stage throughout the probation and performance management process (for example a blank, partially completed or fully completed performance review or a probation review form). This is so that they can be used as supporting documents during performance review meetings.		
M50	The system must allow staff and managers to save and complete tasks in stages (e.g. in draft form before being submitted). The draft saves should not be viewable to the other relevant parties until submitted.	Y	
M51	The system must provide the ability for staff to specify/amend who their reviewing manager is, if this information is not provided through automatic data upload from the core system.	Y	
M52	The system must allow managers the ability to complete their part of the probation and performance review records and view records of their staff.	Y	
M53	The system must provide a configurable reporting dashboard for managers which displays the following information for their staff:		
Ø	Number of performance or probation reviews due	Y	
Ø	Percentage completion of due performance reviews (with a breakdown by sign off status)	Y	This is a standard report. Percentage completion can be added as a user defined report.

REQUIREMENT		Y/N	COMMENT
Ø	Completion rate for personal development plans	Y	This is user defined report.
Ø	Development needs identified within the team (as per development plans)	Y	
Ø	Demographic information for their team	Y	This is a user defined report.
M54	The system must provide a configurable reporting dashboard for HR&OD which displays the following information for the organisation/directorates/teams:		
Ø	Number of performance or probation reviews due	Y	
Ø	Percentage completion of due performance reviews (with a breakdown by sign off status)	Y	This is a standard report. Percentage completion can be added as a user defined report.
Ø	Completion rate for personal development plans	Y	This is user defined report.
Ø	Development needs identified within the team (as per development plans and competency reviews)	Y	
Ø	Demographic information for the team	Y	This is a user defined report.
M55	The must provide a reporting interface with the following reports initially defined:		
Ø	Demographic breakdown for the chosen organisational area	Y	
Ø	Number of reviews due and completed	Y	
Ø	Development needs identified (qualitative information)	Y	
M56	The system must allow a suitably authorised member of GLA staff to review a log of changes made to the system including:		

REQUIREMENT		Y/N	COMMENT
Ø	Changes to performance objectives	Y	
Ø	Changes to personal development plans	Y	
Ø	Changes to comments	Y	
M57	The system must allow GLA staff to follow the current process outlined in section 3 above and to provide a management interface that will allow suitability authorised GLA staff to alter the business processes, including:	Y	
Ø	Customisation of the probation periods	Y	
Ø	Changes to probation and performance management form by adding additional fields/changing existing fields	Y	
M58	The system must provide 'help' buttons built into key stages of the process and allow a suitably authorised officer to add and edit bite-size guidelines (for example on how to construct good objectives, what development activities to consider etc.).	Y	
M59	The system must provide a self-service module that allows for staff to view their current and past performance records online.	Y	
M60	The system must provide a self-service module that allows for self-assessment (qualitative and quantitative) within both the probation and performance management process.	Y	

REQUIREMENT		Y/N	COMMENT
M61	The system must provide a self-service module that allows for manager notes/assessment to be recorded and viewed.	Y	
M62	The system must provide a self-service module that allows for objective setting, live throughout the year, ie allowing to update the objectives (amend, close, abandon, add).	Y	
M63	The system must provide a self-service module that allows for personal development planning, recording and reviewing.	Y	
M64	The system must provide workflow such that actions can be signed-off by an officer and then countersigned by another officer (senior member of staff).	Y	
M65	The system must allow for central monitoring of performance review completion.	Y	
M66	The system must provide an interface for suitably qualified staff to set automatic reminders to be sent out to staff & managers for when tasks are not completed.	Y	
M67	The system must allow staff to store supplementary information about their performance along with their performance record in the system, such as an email from a customer proving praise or a scanned letter.	Y	

REQUIREMENT		Y/N	COMMENT
M68	The solution must comply with UK Data Protection Act requirements with respect to the location and security of all personal information held.	Y	
M69	The proposed solution must provide a transparent pricing model that will allow potential shared services for performance management services.	Y	The MidlandHR proposal for the GLA is based on 750 employees. If the GLA wish to increase the number of employees to provide performance management for shared service partners, then the banding will need to be increased accordingly to accommodate the increased numbers. A transparent pricing model can be provided when numbers are confirmed and when firm decisions on how the shared service provision will be managed are understood.
M70	The system must provide user definable retention schedule for records held within the system, with the default retention period being 4 years from last use followed by a deletion request.	N	All data is retained online.
M71	The system must be capable of producing a summary pdf 'pack' that can be printed off or saved to the staff member's HR file. The contents of this pack should be user definable and initially contain the following information:	Y	The pack will need to be created using a tool such as Business Objects.
Ø	Signed off probation records	Y	
Ø	Signed off performance review records	Y	
M72	The system must provide role based security	Y	

REQUIREMENT	Y/N	COMMENT
(permissions assigned based upon roles).		
M73 The system must allow a suitably authorised user to administer user accounts including assigning passwords and permissions (unless integration with Active Directory / LDAP is achieved).	Y	
M74 The supplier must provide a warranty period of at least 30 days to correct any customisation errors and to support the system in line with agreed levels of service.	Y	Performance Management will be implemented under the supervision of a Project Manager, with agreed sign off by the customer before go live. As such, the customer will not go live until they are happy with configuration and testing of the system. The system will not be 'customised' as such.
M30 The system should provide a learning management module, which includes the following self-service features:		
Ø Online course bookings to allow for selecting a course, date and inputting learning objectives	Y	
Ø Ability for the manager to review the request to attend training (including learning objectives) and approve it online	Y	
Ø Online interface to review past training attended (by individual staff and by managers for their teams)	Y	
Ø Online interface for staff to add their qualifications and local training	Y	
M31 The system should provide a learning management module, which includes the following administrative features:		
Ø Ability to set up short courses and longer development	Y	

REQUIREMENT	Y/N	COMMENT
programmes. Ø Ability to print off delegate lists Ø Ability to record attendance information. Ø Ability to change delegate status (e.g. waiting list/booked/attended/cancelled). Ø Ability to set up and manage waiting lists Ø Ability to disseminate course information to staff on a waiting list. Ø Ability to send out joining instructions (to attendees) and reminders about the training booked (to attendees and their managers) Ø Ability to send out /chase/report on evaluation questionnaires	 Y Y Y Y Y Y Y	
M32 The system should provide a learning management module which includes a user configurable dashboard and reporting interface that has been preconfigured with the following reports: Ø Course attendance by course Ø Course attendance by individual Ø All training activity by demographics (equality information or directorate/Unit) Ø Evaluation data	 Y Y Y Y	
D4 The system should provide options to include brands of other GLA Group bodies in order to accommodate	Y	

REQUIREMENT		Y/N	COMMENT
	potential opportunities for shared services.		
D5	The system should provide an interface for setting up separate workflows, templates, dashboards, reports and permissions in order to accommodate potential opportunities for shared services.	Y	iTrent can be configured to provide separate templates, reporting and permissions for other organisations if required. However, the requirement at the GLA does need to be explored and understood in more detail before this can be answered accurately. The MidlandHR proposal is for 750 employees, and therefore the scope of potential shared service needs to be clarified.
D6	The self-service module should allow staff to enter and record additional information such as career aspirations and interests from predefined lists.	Y	
D7	The self-service module should allow suitability authorised GLA staff to alter the online interface to allow additional information to be defined that staff can record about themselves, such as and initially including:		
Ø	Competencies relevant to the specific job	Y	
Ø	Career aspirations and interests	Y	
Ø	Non-job related skills (such as language skills)	Y	
Ø	Qualifications	Y	
D8	The system should be capable of holding the list of GLA competencies by main heading	Y	
D9	The system should enable GLA competencies to be held against a post using the main competency	Y	The maximum and minimum cannot be managed.

REQUIREMENT		Y/N	COMMENT
	headings. A maximum of eight competencies to be held with a minimum of four.		
D10	The system should be capable of holding the level of each competency for a post in the form of level 1 – 4 for each competency	Y	
D11	The prospective supplier must provide a trial system configured for the GLA to allow for a pilot to take place before the award of contract	Y	This requirement cannot be provided as it would need to be chargeable. MidlandHR cannot provide access to the iTrent software prior to contract. MidlandHR can provide details of customers that can be contacted for an on-site visit, so that the GLA can see the software working in a live environment.

SCHEDULE 4 - CHARGES

	Year 1	Year 2	Year 3	Year 4	**Total**
	HR Core Management System inc Absence Management				
	Inc Performance Management and inc Expense Management				
Annual Hosting Costs					
Licensing Costs (Core HR, People Development, Learning Events, Manager Self Service, Employee Self Service, Reporting, Business Pack, Performance Management - goals and objectives), Expenses					
Support and Helpdesk	included in licensing				
One off Training (implementation)					
Set Up Costs	included in implementation				

Rate card for any additional works

Type of work	**Rate**
Technical Consultant	
Implementation Consultant	
Project Manager	
Training per day per delegate (at Nottingham)	
Training course on customer site (for up to 8 people)	

All prices exclude VAT. Annual Indexation will be applied from Year 2
This is a time and materials estimate for the delivery of implementation services by MidlandHR, based on information gathered from this tender response. Additional consultancy may be required, should requirements change during the implementation.
A phased implementation is expected which provides incremental increases in functionality through the rollout of the proposed modules.

Business Objects can be used as a 3rd party reporting tool to enhance your management information requirements, but prices for Business Objects are not included.
Product training will be provided using classroom training and has been estimated based on 6 delegates per day per course (on-site) or 3 delegates per day per course (at MidlandHR facilities).
A customer project team will be required to work alongside MidlandHR to implement the solution. This should comprise as a minimum:

Ÿ Project management support

SCHEDULE 5 - PROJECT PLAN

[This Schedule should contain any plans for implementation and, if relevant, any Milestones for payments to be made against.]

SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: [*to be inserted*]

Contract Number: [*to be inserted*]

Variation Number: [*to be inserted*]

Authority Contact Telephone [*to be inserted*]

Fax [*to be inserted*]

Date: [*to be inserted*]

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

• **DETAILS OF VARIATION**	• **AMOUNT (£)**
• •	•
• **ALLOWANCE TO THE AUTHORITY**	•
• **EXTRA COST TO THE AUTHORITY**	•
• **TOTAL**	•

....

For the Authority (signed) (print name)

• **ACCEPTANCE BY THE SERVICE PROVIDER**	•
• • • • **Date**	• • • • **Signed** •

SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS