

## FOUNDATIONS CASE MANAGER TERMS AND CONDITIONS (OCT 24)

These Terms, together with an Order Form, constitutes the Subscription Agreement which sets out the terms and conditions under which you will be entitled to use the Foundations case manager software.

By completing the online Order Form, along with signing and selecting the “Accept Proposal” button, you have agreed to be bound by this Subscription Agreement.

By entering into the Subscription Agreement on behalf of a company, firm or other legal entity, you represent that you have the authority to both use the Services and to agree to the Subscription Agreement on behalf of your organisation and to bind your organisation.

### BACKGROUND

- A. IIZUKA (as defined below) is engaged in creating, developing and/or marketing and licensing the Software (also as defined below), which includes the Documentation and Services (both as defined below);
- B. Foundations (the trading name of Collective Enterprises Limited) has been authorised by IIZUKA to sell licences to use the Software and the Services and to provide related Support Services (as defined below);
- C. Customer seeks to use the Software and agrees to be bound by the terms of this Agreement.

### Agreed terms

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1. Definitions

The following definitions and rules of interpretation apply in this Agreement:

**Activation Code:** such code provided to the Customer to enable the Customer to activate and log on to the Services.

**Agreement:** this End User Licence and Maintenance Agreement.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England.

**Charges:** the Subscription Fees together with the charges for the Professional Services and/or any other charges or costs payable by the Customer, as more particularly detailed and described in the Order Form.

**Commencement Date:** as detailed in the Order Form.

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party and that Party's Representatives in connection with this Agreement, including but not limited to:

- (a) the terms of this Agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
  - (i) the business, assets, affairs, customers, clients, suppliers, or plans of the disclosing Party; and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (c) any information developed by the Parties in the course of carrying out this Agreement and the Parties agree that:
  - (i) details of the Services, and the results of any performance tests of the Services, shall constitute the Confidential Information of Foundations; and
  - (ii) Customer Data shall constitute Customer Confidential Information,

but does not include any information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
- (c) was in the other Party's lawful possession before the disclosure;
- (d) is independently developed by the receiving Party, which independent development can be established by reasonable written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

**Customer Data:** any data inputted by the Customer, Users or Foundations on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**Data Protection Legislation:** means:

- a. to the extent UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
- b. to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which C TWO is subject, which relates to the protection of personal data.

**Disaster:** an unplanned event or circumstance resulting in an interruption of or inaccessibility to the Services.

**Disaster Recovery Plan:** a plan which sets out the procedures to be adopted by Foundations in the event that the Services or any data is damaged or becomes unavailable by reason of a Disaster.

**Documentation:** such documentation as is supplied to the Customer along with a licence to use the Services which will provide instructions and guidance in connection with the use of the Services.

**EU GDPR:** the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

**Foundations Case Manager Functional Specification:** the functional specification as set out in Part 3 of Schedule 1.

**IIZUKA:** IIZUKA Software Technologies Limited, incorporated and registered in England and Wales with company number 0448601 and having its registered office at 2 Church Court, Cox Street, Birmingham B3 1RD.

**Intellectual Property Rights:** any and all intellectual or industrial property rights of any description including but not limited to patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Master Agreement:** the Foundations Case Manager licence agreement between IIZUKA Software Technologies Limited and Foundations dated 01/10/2024 in which Foundations has been appointed by IIZUKA and is authorised to sell licences to use the Software and the Services to the Customer.

**Normal Business Hours:** between 9.00 am and 5.00 pm local UK time on each Business Day.

**Professional Services:** where applicable, means such of the Support Services and/or Training and/or any other professional services that Foundations may agree to provide to the Customer under this Agreement, as detailed and described in Part 2 of Schedule 1.

**Representatives:** in relation to a Party, means its employees, officers, contractors, subcontractors, representatives and advisers (such representatives shall include any third party providers of services to Foundations including, but not limited to, cloud computing providers).

**Services:** the on-line, web-based case management services and all associated online facilities, tools and services, including the Software, provided to the Customer under this Agreement via [www.iizuka.co.uk](http://www.iizuka.co.uk) or any other website notified to the Customer by Foundations from time to time, excluding Professional Services.

**Software:** the web based case management information system as defined in Part 3 of Schedule 1 and designed to meet the Foundations Case Manager Functional Specification for use within the home improvement services sector.

**Subscriptions:** the subscriptions purchased by the Customer under this Agreement, which entitle the Customer and Users to access and use the Services in accordance with this Agreement.

**Subscription Fees:** the subscription fees payable to Foundations by the Customer for the Subscriptions, as set out in the Order Form.

**Subscription Period:** the first subscription period will commence one (1) month after the Commencement Date and end on the following 1 April or 1 October (whichever date occurs sooner). Thereafter, each subsequent subscription period will run for 12 month periods from 1 April or 1 October (whichever date is applicable as the end of the first subscription period).

**Support Services:** the support services to be provided to the Customer by Foundations (or its sub-contractor) and as more particularly set out in Part 2 of Schedule 1.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**User:** any and all individuals who are authorised to use the Services and which individuals are employees of the Customer or are otherwise authorised by the Customer to access its Subscription.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Year:** the period of a year which shall run from the anniversary of the Commencement Date.

## 1.2. Interpretation

- 1.2.1. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.2.2. The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.2.3. A reference to the singular shall include the plural, and vice versa, and a reference to any gender shall include all other genders.
- 1.2.4. Words and phrases used in this Agreement shall be interpreted in accordance with their ordinary meaning except and to the extent that a particular definition is specified in this Agreement.

- 1.2.5. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.6. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.7. References to Clauses are to the Clauses of this Agreement and references to paragraphs are to a paragraph of the Part of the Schedule in which the reference appears.
- 1.2.8. Any reference to a “**person**” shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person.
- 1.2.9. Any obligation to “**procure**” shall be construed as meaning to bring about or cause to happen.
- 1.2.10. A reference to **writing** or **written** excludes fax but includes email.

## 2. LICENCE TO USE THE SERVICES

- 2.1. In consideration of the payment of the Subscription Fees by the Customer, Foundations grants to the Customer a non-exclusive, non-transferable, non-sublicensable, limited and revocable licence during the Subscription Period to access and use the Services, subject to the terms and conditions of this Agreement.
- 2.2. The Customer will be supplied with an Activation Code and shall be deemed to have accepted the Services at the point of logging in to use them.
- 2.3. The Subscription Period shall automatically renew for 12-month periods on 1 April or 1 October during each calendar year (depending on the expiry date of the first Subscription Period), unless the Customer cancels the Subscriptions by giving Foundations at least 30 days' written notice prior to the renewal date of the Subscriptions.
- 2.4. Renewal of the Subscriptions shall be at Foundations' subscription fee rates applicable at the time of renewal.

## 3. USE OF THE SERVICES

- 3.1. This Agreement entitles the Customer to use the Services solely for the Customer's own business purposes for managing cases and associated tasks on behalf of its clients and as more particularly set out in the HIA Case Manager Functional Specification.
- 3.2. The Customer shall:-

- 3.2.1. ensure that the Services are used only in accordance with the terms of this Agreement and any applicable law;
  - 3.2.2. not attempt to gain access to or log into any part of the Services that is not intended to be accessed by the Customer and the Customer shall not disclose to any person other than those of its employees (as shall be entitled to have such access) solely for the purposes of using the Services to and in accordance with this Agreement, any account information, security or access code or allocated password that may be given to the Customer to enable it to have access to the Services;
  - 3.2.3. use all reasonable efforts to protect any data stored by the Customer on the Services and use all reasonable efforts to protect the Services from unauthorised access, any Customer Data held on the Services and the Services as a whole.
- 3.3. In relation to Users, the Customer undertakes that:
- 3.3.1. the maximum number of Users that the Customer authorises to access and use the Services and the Documentation shall not exceed the number of Subscriptions it has purchased;
  - 3.3.2. it will not allow or suffer any Subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Services and/or Documentation;
  - 3.3.3. all User identities and passwords shall be stored and used in a secure manner and cannot be accessed or used by third parties and shall procure that each User shall keep their password for use of the Services secure and confidential;
  - 3.3.4. it shall permit Foundations or Foundations' designated auditor to audit the Services in order to establish the number of Users and the Customer's data processing facilities to audit compliance with this Agreement. This right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
  - 3.3.5. if an audit carried out under clause 3.3.4 reveals that the Customer is exceeding the number of Subscriptions, Foundations may work with the Customer to seek to reduce its usage levels so as to conform with the number of Subscriptions. If, notwithstanding Foundations' efforts, the Customer is unable or unwilling to comply with the number of Subscriptions, Foundations may invoice the Customer for the additional Subscriptions.
  - 3.3.6. if the Customer has underpaid Subscription Fees to Foundations, then without prejudice to Foundations' other rights, the Customer shall pay to Foundations an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.

- 3.4. The Customer may, from time to time during the term of this Agreement, purchase additional Subscriptions and Foundations shall grant access to the Services and the Documentation to such additional Users in accordance with the provisions of this Agreement. If such additional Subscriptions are purchased by the Customer part way through an existing Subscription Period, the Subscription Fees payable for the additional Subscriptions shall be pro-rated from the date of activation by Foundations for the remainder of the existing Subscription Period.
- 3.5. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 3.5.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 3.5.2. facilitates illegal activity;
  - 3.5.3. depicts sexually explicit images;
  - 3.5.4. promotes unlawful violence;
  - 3.5.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 3.5.6. is otherwise illegal or causes damage or injury to any person or property;
- and Foundations reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 3.6. The Customer shall not:
- 3.6.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement attempt to:
    - 3.6.1.1. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
    - 3.6.1.2. de-compile, reverse compile, translate, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 3.6.2. access all or any part of the Services and Documentation in order to create or build a product or service which competes with the Services; or
  - 3.6.3. use the Services and/or Documentation to provide services to third parties; or

- 3.6.4. subject to clause 17.7, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Users; or
  - 3.6.5. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; or
  - 3.6.6. introduce or permit the introduction of any Virus into Foundations' network and information systems.
- 3.7. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Foundations. The Customer shall remain liable to Foundations for all losses or damages incurred by Foundations as a result of an unauthorised person becoming aware of and/or using a User's identify and/or password.
- 3.8. The Services may include any Software updates, upgrades, modifications and releases from time to time which IIZUKA may make available to Foundations. The Parties acknowledge that IIZUKA reserves the right to effect modifications to the design, operational method, technical specifications, systems and other functions of the Services at any time without prior notice.

#### **4. FOUNDATIONS' OBLIGATIONS**

- 4.1. Foundations shall, during the Subscription Period, use reasonable endeavours to provide and make available the Services and the Documentation to the Customer on and subject to the terms of this Agreement.
- 4.2. Foundations shall use commercially reasonable endeavours to make the Services available during Normal Business Hours, except for planned maintenance and unscheduled maintenance.

#### **5. PROFESSIONAL SERVICES**

- 5.1. Where applicable, Foundations agrees to provide some or all of the following:
  - 5.1.1. Support Services;
  - 5.1.2. any other Professional Services agreed in writing with the Customer (which may include such configuration as is strictly necessary to enable the Customer to use the Services),each in accordance with the terms set out in Schedule 1.
- 5.2. Foundations shall be entitled to sub-contract any of the Professional Services, save that any sub-contracting of the Support Services will require the prior written consent of the Customer.

- 5.3. Foundations shall perform any Professional Services in accordance with the relevant descriptions set out in Schedule 1 and using reasonable skill, care and diligence.

## **6. CUSTOMER OBLIGATIONS**

### **6.1. The Customer shall:**

#### **6.1.1. provide Foundations with:**

6.1.1.1. all necessary co-operation in relation to this Agreement; and

6.1.1.2. all necessary access to such information as may be required by Foundations;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

6.1.2. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

6.1.3. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Foundations may adjust any agreed timetable or delivery schedule as reasonably necessary;

6.1.4. ensure that the Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;

6.1.5. obtain and shall maintain all necessary licences, consents and permissions necessary for Foundations, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

6.1.6. ensure that its network and systems comply with the relevant specifications provided by Foundations from time to time; and

6.1.7. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Foundations' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6.2. The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

- 6.3. The Customer shall promptly notify Foundations of any actual or suspected breach of its obligations under this clause 6.
- 6.4. Foundations shall not be liable for any loss or damage arising from the Customer's failure to comply with the obligations outlined in this clause 6.

## **7. WARRANTIES**

- 7.1. Foundations warrants that on the Commencement Date, under normal use, the Services will perform substantially in conformance with the specifications set out in the Documentation.
- 7.2. The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Foundations' instructions, or modification or alteration of the Services by any party other than Foundations or Foundations' duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Foundations will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
- 7.3. Foundations:
  - 7.3.1. does not warrant that:
    - 7.3.1.1. the Customer's use of the Services will be uninterrupted or error-free; or
    - 7.3.1.2. that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
    - 7.3.1.3. the Software or the Services will be free from Viruses.
  - 7.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from:
    - 7.3.2.1. the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities; or
    - 7.3.2.2. deficiencies in any of the Customer's equipment or other hardware used by the Customer to access and use the Services.

## **8. CHARGES AND PAYMENT TERMS**

- 8.1. The Customer shall pay all Charges (including Subscription Fees) as detailed in the Order Form.
- 8.2. On the Commencement Date the Customer shall provide Foundations with one of the following:
  - 8.2.1. valid, up-to-date and complete credit card details; or
  - 8.2.2. authorisation to initiate a direct debit; or
  - 8.2.3. approved purchase order information acceptable to Foundations,together with any other relevant valid, up-to-date and complete contact and billing details for the Customer.
- 8.3. In providing Foundations with credit card details under clause 8.2, the Customer authorises Foundations to bill such credit card for the Charges payable in accordance with the Order Form
- 8.4. If the Customer provide Foundations with its approved purchase order information under clause 8.2, Foundations shall invoice the Customer for the full amount of the Charges payable in advance and the Customer shall pay each invoice within 14 days of the date of its receipt of such invoice (**Due Date**) in order to activate the Subscriptions.
- 8.5. If the Customer authorises Foundations to initiate a direct debit under clause 8.2, the Customer shall provide details of its bank account, including sort code, account number and account name and shall duly authorise Foundations to collect the Charges in advance by direct debit in accordance with Part 1 of Schedule 1.
- 8.6. If Foundations does not receive payment of Charges within 14 days of the Due Date then, without prejudice to any other rights or remedies of Foundations:
  - 8.6.1. Foundations may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Foundations shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
  - 8.6.2. interest shall accrue on a daily basis on any overdue sums at an annual rate equal to 5% per annum over the then current Bank of England base rate from time to time, commencing on the Due Date and continuing until fully paid, whether before or after judgment; and
  - 8.6.3. notwithstanding the foregoing in clause 8.6.2, Foundations reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Customer shall be liable to pay all costs, expenses and outlays incurred by Foundations in collecting any such overdue payments and interest thereon.

- 8.7. All amounts and fees stated or referred to in this Agreement shall be payable in pounds sterling, are non-cancellable and non-refundable and are exclusive of value added tax, which shall be added to Foundations' invoice(s) at the appropriate rate.
- 8.8. If at any time whilst using the Services, Foundations deems that the Customer has exceeded the amount of storage space reasonably made available to it, Foundations reserves the right to charge the Customer excess data storage fees at its current data storage rates. Such fees will be payable in accordance with the terms of this clause 8. Foundations will notify the Customer of such data storage fees in writing from time to time.
- 8.9. Foundations may increase the Charges and/or the excess data storage fees:
- 8.9.1. on an annual basis, on each anniversary of the Commencement Date, by the current rate of Retail Price Index (**RPI**) plus 3%; or
  - 8.9.2. on an ad hoc basis at any time provided that not less than 30 days' prior notice has been provided to the Customer.

## 9. DATA PROTECTION

- 9.1. For the purposes of this clause **Error! Reference source not found.**, the terms **controller**, **data subject**, **personal data**, **personal data breach**, **processor** and **processing**, shall have the meaning given to them in the UK GDPR.
- 9.2. Both Parties will comply with all applicable requirements of the Data Protection Legislation. The obligations set out in this clause **Error! Reference source not found.** are in addition to, and do not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 9.3. The Parties acknowledge that, for the purposes of the Data Protection Legislation, in so far as the processing of personal data is concerned, the Customer is the controller and Foundations is the processor.
- 9.4. Without prejudice to clause 9.2, the Customer shall ensure that:
- 9.4.1. the disclosure of personal data to Foundations is limited to what is necessary for Foundations to carry out and perform its obligations under the Agreement; and
  - 9.4.2. it has all necessary consents and notices in place to enable lawful transfer of the personal data to Foundations for the term and purposes of this Agreement.
- 9.5. Without prejudice to clause 9.2, Foundations shall, in relation to any personal data processed in connection with the performance by Foundations of its obligations under this Agreement:

- 9.5.1. process that personal data only on the documented written instructions of the Customer provided to Foundations from time to time. The Customer acknowledges that the scope, nature, purpose and duration of the processing and the Customer personal data categories and data subject types are described at Schedule 2;
  - 9.5.2. ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss, damage to or destruction of, the personal data which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - 9.5.3. ensure that all Foundations Representatives who have access to and/or process personal data are obliged to keep the personal data confidential;
  - 9.5.4. not transfer personal data outside the UK or the EEA, unless appropriate safeguards have been provided in relation to the transfer in accordance with Data Protection Legislation;
  - 9.5.5. assist the Customer, at the Customer's cost, in responding to any data subject access request and in ensuring the Customer's compliance its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or other regulators;
  - 9.5.6. notify the Customer without undue delay on becoming aware of a personal data breach;
  - 9.5.7. at the written request of the Customer, delete or return to the Customer all Customer personal data on termination of the Agreement, unless Foundations is required by Applicable Law to continue to store that Customer personal data (and for these purposes the term "delete" shall mean to put such data beyond use);
  - 9.5.8. maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation and the obligations set out in this clause **Error! Reference source not found.**; and
  - 9.5.9. immediately inform the Customer if, in Foundations' opinion, an instruction infringes the Data Protection Legislation.
- 9.6. Foundations will provide reasonable assistance and cooperation to the Customer (taking into account the nature of the processing and the information available to Foundations) in relation to any data protection impact assessment that the Customer is required to carry out, under the terms of the Data Protection Legislation for the purposes of the Services and, if applicable, the Professional Services.

- 9.7. The Customer acknowledges and consents generally to Foundations appointing third party processors of personal data under this Agreement. Foundations confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which Foundations confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Foundations, Foundations shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause **Error! Reference source not found.**

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Customer acknowledges that all Intellectual Property Rights in the Services, the Software and the Documentation are and shall remain the property of IIZUKA and/or its licensors.
- 10.2. This Agreement shall not confer any right to use the Intellectual Property Rights except as set out in this Agreement.
- 10.3. The Customer shall not delete, obscure or otherwise tamper with any identification, proprietary or copyright notice or any other notice contained within the Software or to publicly disseminate performance information about or analysis of the Software or the Subscriptions.
- 10.4. The Customer agrees that it shall not use the Services in any manner which may result in the infringement of any third party's Intellectual Property Rights, or in any other manner incompatible with the intended purpose of the Services and shall, as soon as reasonably practicable notify Foundations in writing of any infringement claim of which it has notice or any suspected or actual infringement and / or misuse of the Software. The Customer shall not make any admission as to liability or compromise or agree to any settlement of any infringement claim.

## 11. CONFIDENTIALITY

- 11.1. The Parties acknowledge and agree that each Party may be given access to Confidential Information by the other Party in order to perform its obligations under this Agreement. If the Parties have entered into a Non-Disclosure Agreement (**NDA**), this Agreement incorporates that NDA.
- 11.2. If the Parties have not signed a NDA, each Party shall keep the other Party's Confidential Information secret and confidential and shall not:
- 11.2.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or
  - 11.2.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.

11.3. A Party may disclose the other Party's Confidential Information:

- 11.3.1. to its Representatives who need to know such information for the purposes of exercising that Party's rights or carrying out its obligations under or in connection with this Agreement. The receiving Party shall inform its Representatives of the confidential nature of the Confidential Information before disclosure and ensure that any Representatives to whom it discloses the other Party's Confidential Information are subject to obligations of confidentiality corresponding to those which bind the receiving Party. The receiving Party shall at all times remain responsible for such Representatives' compliance with the confidentiality obligations set out in this clause; and
- 11.3.2. to the extent the Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.3.2, it takes into account the reasonable requests of the other Party in relation to the content of the disclosure.

11.4. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this clause are granted to the other Party, or to be implied from this Agreement.

11.5. Each Party will return or destroy the other Party's Confidential Information upon written request.

11.6. On termination or expiry of this Agreement, each Party shall:

- 11.6.1. destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
- 11.6.2. erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- 11.6.3. certify in writing to the other Party that it has complied with the requirements of this clause.

11.7. Except as expressly stated in this Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information.

11.8. The above provisions of this clause 11 shall continue to apply after termination or expiry of this Agreement.

## **12. LIMITATION OF LIABILITY**

### **12.1. Except as expressly and specifically provided in this Agreement:**

- 12.1.1. the Customer assumes sole responsibility for the consequences and results of any use it makes of the Services and the Documentation, and for conclusions drawn from such use. Foundations shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Foundations by the Customer in connection with the Services, or any actions taken by Foundations at the Customer's direction;
- 12.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- 12.1.3. the Services and the Documentation are provided to the Customer on an "as is" basis.

### **12.2. Nothing in this Agreement excludes or limits the liability of either Party for:**

- 12.2.1. death or personal injury caused by that Party's negligence; or
- 12.2.2. fraud or fraudulent misrepresentation; or
- 12.2.3. any other liability which may not be excluded or limited by law.

### **12.3. Subject to clause 12.2:**

- 12.3.1. Foundations shall not in any circumstances be liable, whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for loss of production, loss of profits, loss of revenue, loss of operation time, loss of sales or business, loss of anticipated savings, damage to or loss of use or corruption of software, data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- 12.3.2. Foundations' total liability to the Customer in any Year (whether in contract, tort, including negligence or otherwise) under or in connection with this Agreement shall not, in aggregate, exceed the amount of the Subscription Fees paid by the Customer for that Year.

## **13. INDEMNITIES**

13.1. Subject to clause 12, Foundations shall indemnify the Customer against any and all liabilities, costs, expenses, damages and losses awarded against the Customer in a final judgment or settlement of any claims arising out of or in connection with any claim brought against the Customer through its use of the Services and/or Software for actual or alleged infringement of a third party's Intellectual Property Rights (except where such infringement has been caused by the Customer's use of the Services and/or the Software other than in accordance with this Agreement ), provided that:

13.1.1. Foundations is given prompt notice of any such claim;

13.1.2. the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Foundations in the defence and settlement of such claim; and

13.1.3. Foundations is given sole authority to defend or settle the claim.

13.2. In the defence or settlement of any claim under clause 13.1, Foundations may procure the right for the Customer to continue using the Services and/or the Software, replace or modify the Services and/or the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement immediately upon serving written notice to that effect upon the Customer, without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

13.3. In no event shall Foundations be liable to the Customer to the extent that the alleged infringement is based on:

13.3.1. any modification of the Services, the Software or any associated documentation by anyone other than Foundations; or

13.3.2. the Customer's use of the Services, the Software or any associated documentation in a manner contrary to the instructions given to it by Foundations from time to time; or

13.3.3. the Customer's continued use of the Services, the Software or any associated documentation after receiving notice of the alleged or actual infringement.

13.4. The Customer agree and acknowledge that this clause 13 sets out the Customer's sole and exclusive rights and remedies and Foundations' entire obligations and liability for infringement of any third party Intellectual Property Rights.

#### 14. **TERMINATION**

14.1. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party:

- 14.1.1. commits a material breach of any term of under this Agreement and (if such breach is capable of remedy) fails to remedy that breach within fifteen (15) days after being notified in writing to do so;
  - 14.1.2. repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - 14.1.3. takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed the above; or
  - 14.1.4. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.2. Without affecting any other right or remedy available to it, Foundations may terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 14.2.1. the Customer fails to pay any amount due under this Agreement on the Due Date and remains in default not less than 14 days after being notified in writing to make such payment; or
  - 14.2.2. the Customer breaches any third party terms or Foundations breaches any third party terms and such breach by Foundations is attributable to, either in whole or in part, directly or indirectly, an act or omission of the Customer, its Representatives or other third parties who are acting on the Customer's instruction.
- 14.3. This Agreement will automatically terminate should the Master Agreement terminate.

## 15. EFFECTS OF TERMINATION

### 15.1. On termination of this Agreement for any reason:

- 15.1.1. all licences granted under this Agreement or otherwise entered into by the Parties in relation to the Services and/or the Software shall immediately cease;
- 15.1.2. the Customer shall immediately cease all use of the Services and the Documentation;
- 15.1.3. each Party shall return and make no further use of any equipment, property, documentation or other items or materials (and all copies of them) belonging to the other Party.

- 15.1.4. Foundations may destroy or otherwise dispose of any of Customer Data (expressly excluding User personal data) in its possession unless it receives, no later than ten (10) days after the effective date of termination of this Agreement, a written request from the Customer to deliver to the Customer the then most recent back-up of the Customer Data (expressly excluding User personal data). In such circumstances, Foundations shall use reasonable commercial endeavours to deliver the back-up to the Customer within thirty (30) days of receiving such a written request, provided that the Customer has, at that time, paid all fees and Charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Foundations in returning or disposing of the Customer Data (expressly excluding User personal data).
- 15.2. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 15.3. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

## 16. DISASTER RECOVERY/BUSINESS CONTINUITY

- 16.1. Foundations will ensure that it has in place a Disaster Recovery Plan which allows the Customer to continue to operate in the event of a Disaster.
- 16.2. On the declaration of a Disaster by the Customer, Foundations will:
- 16.2.1. implement the Disaster Recovery Plan;
  - 16.2.2. continue to provide the Customer access to the Services in accordance with the Disaster Recovery Plan; and
  - 16.2.3. restore the Services to normal within a reasonable period, and in any event no longer than 1 month from the date of the Disaster.

## 17. GENERAL

- 17.1. **Waiver:** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.2. **Assignment/sub-contracting:** Except as expressly set out in this Agreement, neither Party may assign, novate, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement, without the prior written consent of the other Party.
- 17.3. **Expenses:** Each Party shall be responsible for its own costs and expenses, and those of its professional advisers, in connection with the negotiation, preparation, execution and completion of this Agreement.
- 17.4. **Variations:** No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 17.5. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations, understandings or arrangements between them, whether written or oral. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

- 17.6. **Severability:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.
- 17.7. **Assignment:** Neither Party shall be entitled to assign, charge or transfer its interest, or any part thereof, in this Agreement without the prior consent of the other Party
- 17.8. **No Agency or Partnership:** Save as otherwise expressly provided in this Agreement, neither Party shall be or be deemed to be an agent of the other Party and neither Party shall hold itself out as having authority or power to bind the other Party in any way, and nor will the relationship between the Parties be deemed to constitute a partnership.
- 17.9. **Rights of Third Parties:** The Parties do not intend any provision of this Agreement to be enforceable by any person who is not a Party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.10. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

## 18. NOTICES

- 18.1. Any notice required to be given to a Party under or in connection with this Agreement shall be in writing and in the English language and shall be:
- 18.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service to the address given for each Party at the start of this Agreement; or
  - 18.1.2. sent by email to the following email addresses (or an email address substituted in writing by the Party to be served):
    - 18.1.2.1. Foundations: [info@foundations.uk.com](mailto:info@foundations.uk.com).
    - 18.1.2.2. The Customer: [EMAIL ADDRESS].
- 18.2. Any notice shall be deemed to have been received:
- 18.2.1. if delivered by hand, at the time the notice is left at the proper address; or
  - 18.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - 18.2.3. if sent by email, at the time of transmission.
- 18.3. This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## 19. FORCE MAJEURE

19.1. Foundations shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, war, epidemic or pandemic, strike, lock-out or other labour problem (whether involving Foundations' workforce or any other party), failure of a utility service or transport or telecommunications network, non-Foundations applications or denial or service attack, default of suppliers or sub-contractors (each a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly.

## 20. GOVERNING LAW AND JURISDICTION

20.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

20.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **SCHEDULE 1**

### **PART 1: SUPPORT SERVICES**

#### **Service Levels 1 and 2**

- Accepts support calls and emails from end users
- Deals with customer support enquiries (i.e. questions about usage of the system)
- Deals with account management enquiries (requests for user management changes and additional optional modules)
- Deals with incidents that are caused by the hosting environment or account management
- Performs triage on reported incidents and identifies whether it's likely to be caused by a hosting or software related defect
- Deals with requests for Minor Configuration Changes. Minor Configuration Changes are:
  - Addition of vocabulary values
  - Disabling vocabulary values
  - Adding users and teams
  - Granting roles to users
  - Addition or Amendment of tabular reports
  - Amendments to guidance
  - Amendment of service option dates
  - Changes to the Configuration screen (working hours, no action time, management of holidays and non-working days)
  - Addition of custom fields
  - Addition or amendment of letter templates
  - Resetting user passwords
  - Amending user details
  - Style configuration
  - Manages relationship types
  - Management of print queues and mass mailings
- Notifies end users of the availability of maintenance releases and schedules the deployment with the end users
- Notifies the level 3 service desk via a pro-forma that an agreed new customer order is to be deployed
- Notifies the level 3 service desk of feature requests and suggestions from end users

#### **Support Service Level 3**

- Accepts support calls and emails from the level 1 & 2 service desk
- Deals with incidents that are caused by defects in the application software or configuration made through Major Configuration changes
- Deals with requests for Major Configuration Changes, but reserves the right to charge for the effort involved and any associated business analysis services. Major configuration changes are:
  - Management of mime types



- Management of partnerships
- Management of repurposers
- Management of user roles
- Management of case types and case workflows
- Addition of services and options
- Produces maintenance releases and notifies the Level 1 & 2 service desk of their availability

## **PART 2: OTHER PROFESSIONAL SERVICES**

Means any support service and/or training, solution advising or any other consultancy services that Foundations may agree to provide and which additional services may be more particularly detailed and described in the Order Form, and shall be subject to additional terms and conditions and rates as notified by Foundations to the Customer from time to time.

## PART 3: FOUNDATIONS CASE MANAGER FUNCTIONAL SPECIFICATION

### 1.0 Introduction

#### 1.1 Purpose

This document describes the functions of Foundations Case Manager.

#### 1.2 Terminology

The following terms are used throughout this document and within Foundations Case Manager:

| IIZUKA Term | Meaning                                                                                                                                                                            |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Client      | A person who is being assisted by users of Foundations Case Manager                                                                                                                |
| Case        | The period during which the client is being assisted                                                                                                                               |
| Case Action | An action that has occurred or is scheduled to occur in relation to a Case. Case Actions can be of a range of types including appointments, notes, signposts, follow ups and tasks |
| Channel     | The method through which a client makes contact with the service (e.g. email, face to face, telephone)                                                                             |

#### 1.3 Scope

The specification covers:

- Case Management functions
  - Core functions
  - Home Improvement Agency functions
- Letter generation
- Services Administration functions
  - Data security
  - Creating management information
  - Managing custom fields
- Technical Requirements
  - User interface

## 2 Case Management Functions

Foundations Case Manager enables users to record information about clients and their cases and to work on those cases throughout their life.

## 2.1 Scope of Functions

The fundamental functions of the core Case Management module are:

- Client recording
- Record the details of clients
- Use custom fields to control how clients are recorded
- Set up relationships between clients (e.g. partners, children, carers etc.)
- Match existing clients
- Record new cases for existing clients
- Deal with follow ups to on-going cases
- Link existing clients to other clients through relationships
- Case recording
- Record the details of cases
- Use custom fields to control how cases of different types are recorded
- Case notes recording
- Record any number of narrative notes about each case
- Attach documents and files of any type
- Multi-channel
- Record contact from clients through configurable channels including email, telephone, mail and face to face
- Inbound and outbound referrals
- Secure case transfer to external partners
- Capture the details of referrals received from external partners
- Track the actions of 3rd parties in relations to cases
- Enable secure access to the system and individual cases for authorised partners

## 2.2 Case and Case Action Assignment

- The Licensee can create work queues for individuals, teams and organisations
  - Automatic prioritisation within work queues based on key dates, triggers and alerts
- Managers can separate ownership of cases and case actions
  - Range of assignment methods including individual assignment, team pools, organisation pools and team leader assignment
  - Easy access to team members' cases and actions in the event of absence
  - Reminders automatically sent to action owners prior to action due dates

## 2.3 Workflow

Managers can configure workflow with functions that:

- Define distinct workflows for each type of case
- Create workflows support loops and branching

- Employ rule based selection of available actions at different workflow stages
- Provide automatic and manual selection of actions
- Identifies Case status position in the workflow

## 2.4 Appointments and Diary

Managers can book appointments based on staff and resource availability:

- Individual, team and organisation diary views
- Optional integration with Microsoft Exchange that provides:
  - Viewing of appointments in Outlook
  - Booking of appointments based on users' availability as defined in their Exchange calendars (e.g. annual leave and non-casework related appointments)
  - Automatic insertion of booked appointments into users' Exchange calendar

## 3 Home Improvement Agency (HIA) Specific Functions

Foundations Case Manager enables HIAs to advise their clients on Home Improvement Agency specialist functions. The edition and associated plug-ins have been purpose built for HIA staff and provide the following functionality beyond core Case Manager:

- Record and manage adaptations and works
- Record and manage quotations for the work from contractors, including operating the quote or tender process from request for quote through to contract award
- Maintain a database of contractors
- Selection of contractors to invite to quote based on the nature of the work and the attributes of the work and contractor
- Record and manage funding applications from submission through to approval
- Record and manage variations to work, including both additions and omissions
- Record and manage fees related to carrying out work
- Maintain a balance sheet of all costs and contributions for a work
- Manage projects that involve multiple separate works with different contractors, schedules and costs
- Configure and operate workflow processes for managing each type of work including status tracking, automatic date tracking and individual, team and organisation assignment of tasks, cases and actions
- Receive automatic alerts and reminders for key dates, tasks and other aspects of the work
- Configure automatic calculation of key dates and task deadlines
- Track progress against key dates and deadlines
- Run a range of in-built reports including listing, summary, detailed, data quality and key performance reports

- Customise in-built reports or create new ones using basic and advanced reporting tools

## **4 Additional Functions**

### **4.1 Letter Generation**

- Automatically generate letters with mail merge support using data from any field held in the system
- Configure letter templates for letters related to clients, cases, case actions, appointments, works and other record types
  - Develop a range of letter templates included as standard that can be used or amended
  - Add any number of additional letter templates
  - Automatic rule based selection of letter templates that are applicable to the current case
- Inline letter editor with WYSIWYG formatting controls
  - Supports browser based spell-checkers
  - Configurable page templates that output letter head of fit letters to pre-printed letter head
  - Amend letters and then either finalise or abandon them

## **5 Services Administration Functions**

Foundations Case Manager is designed to be administered by non-technical staff who have received Foundations training.

### **5.1 Data Security**

Administrative staff can:

- Control security of data use at the following levels:
  - User
  - Team
  - Role
  - Organisation
- Configure security permissions on individual records
- Control secure and compliant use of all actions available in the system
- Inspect a filterable audit log of all record access and actions taken within the system

### **5.2 Creating Management Information**

#### **5.2.1 Options Available**

Information can be reported in two ways:

- The first method is by selecting one of the standard reports listed within Case Manager and then selecting the appropriate information ranges. The standard list will increase over-time as new reports are created and saved to Case Manager
- The second is the report creation tool. This tool requires a level of system knowledge and IT skill above a regular user but for users who have passed the advanced training course it will give them the ability to create and save entirely new reports which can then be accessed by other users of the system

### 5.2.2 Standard Reports

- Opened Cases Grouped by Case Type
- Case Listing
- Cases: Open Cases with Custom Fields
- Cases: Opened with Custom Fields
- Cases: Closed with Custom Fields
- Client Demographic
- Client Demographic Grouped by Age Range
- Closed Cases Grouped by Case Type
- Open Cases Grouped by Case Type
- Closed Cases Grouped by Status
- Opened Cases Grouped by Status
- Open Cases Grouped by Status
- Closed Cases Grouped by Team
- Opened Cases Grouped by Team
- Open Cases Grouped by Team
- Closed Cases Grouped by Owner
- Opened Cases Grouped by Owner
- Open Cases Grouped by Owner
- Opened Cases Grouped by Channel
- Opened Cases Grouped by Creator
- Number of Open Cases (Chart)
- Open Cases Grouped by Type and Status (Chart)
- Open Cases Grouped by Owner (Pie)
- Open Cases Grouped by Owner and Team (Chart)
- Referrals Listing
- Open Case Actions Grouped by Case Type
- Open Case Actions Grouped by Owner
- Open Case Actions Grouped by Priority
- Open Case Actions Grouped by Team
- Open Referrals Grouped by Referral Type
- Open Referrals Grouped by State
- Scheduled Appointments Grouped by Date
- Scheduled Appointments Grouped by Owner

- Scheduled Appointments Grouped by Team
- Scheduled Appointments List
- Case: Summary
- Cases: Timings
- Works
- Quotes Received
- Quotes Awarded and Rejected
- Funding Applications
- Funding Awarded
- Fees
- Variations
- Contractors
- Multi-Work Projects

### 5.2.3 Report Creation

- Create report templates for re-use and use by other users
- The simple report creation tool allows grid type reports to be created with support for configurable columns, filters, sorting and grouping
- The advance report tool allows any structure of report to be created through XML template files and data queries

### 5.2.4 Dashboard Charts

Dashboard charts are a visual representation of management information generated by Foundations Case Manager. Charts are user selectable enabling users to personalise the way information is presented to them:

- Real-time generation of charts
- Users can each select which of the available charts should be displayed on their personal dashboard
- Users control the size of each chart within their dashboard

## 5.3 Managing Custom Fields

Trained system administrators can:

- Create and edit custom fields
- Custom fields are automatically included in record create, view, edit and search screens
- Report on custom fields using the advanced report creation tool
- Configure custom fields for use in different parts of the system
- Fields can be set on the following record types:
  - Client
  - Case review

- Case (fields can be configured per case type)
- Case action (fields can be configured per action)
- Contractors

## **6 Technical Requirements**

Foundations Case Manager will be hosted by lizuka so the client-side technical requirements are kept to a minimum as below:

### **User Interface**

- Web browser interface compatible with Edge, Chrome and Safari
- Consistent user interface structure for all system screens
- Low page sizes reduce data and bandwidth required for system access
- Supports multiple browser windows and tabs to view different cases or parts of the system simultaneously

**SCHEDULE 2: PROCESSING, PERSONAL DATA AND DATA SUBJECTS****1. Scope**

Foundations shall be processing personal data received from the Customer for the purpose of providing the Services to the Customer under this Agreement.

**2. Purpose of processing**

Provision of the Services to the Customer.

**3. Duration of the processing**

The duration of this Agreement.

**4. Types of personal data**

First name, last name, gender, address, job title, contact information, information about health or disability.

**5. Categories of data subject**

Users (as defined in the Agreement) or other representatives, employees or other staff of the Customer.