

GCloud11

SignedUp Skills Portal

Service Definition

Version: 1.1

Date: 21/05/2019



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1 Terms of Reference

1.1 About this Document

This Service Definition document describes the service provided by SignedUp Skills Portal, an online skills portal offered on a Software-as-a Service basis (the “Service”) by Professional Data Management Services Limited (PDMS).

It describes:

- The functionality of SignedUp Skills Portal, and other information pertaining to it;
- More general information that applies to all services offered by PDMS on a Software-as-a Service basis, including the Service Level Agreement and Support Mechanisms.
- Additional Services available from PDMS via the G-Cloud.

1.2 Document Properties

Version	1.1
Date	21/05/2019
Classification	G-Cloud 11

1.3 Supporting Documents

The following documents should be read in conjunction with this document:

No	Document
1	SignedUp Skills Portal Pricing Information
2	PDMS SFIA Rate Card (for G Cloud Customers)
3	Customer Code of Conduct
4	PDMS SaaS Terms and Conditions
5	PDMS Standard Terms and Conditions
6	Data Protection Summary – Isle of Man
7	G Cloud 11 Framework Agreement
8	G Cloud 11 Call-Off Contract

1.4 Change History

Revision	Date	Summary of changes
1.0	03/05/2019	Version for G-Cloud 11
1.1	21/05/2019	Updates for G-Cloud 11

2 SignedUp Service Description

2.1.1 Summary

The SignedUp Skills Portal provides access to employment and skills opportunities to create a one-stop-shop digital service for the benefit of citizens, businesses and the local economy.

2.1.2 Standard Service Features

At the time of writing, the standard SignedUp service includes the following features:

- Pre-populated with job vacancies, apprenticeships, courses for your region
- Careers resources – salary information, job description
- Location based searching – including transport information
- National apprenticeship service data included
- Content management system
- Labour market information
- Employment and training data included
- Additional data feeds upon request
- Notifications / subscriptions / follows
- Career guidance webchat

2.1.3 Browser Compatibility

SignedUp is compatible with the latest versions of the following Internet browsers:

- Microsoft Internet Explorer 11
- Google Chrome
- Microsoft Edge
- Firefox
- Safari 9+
- Firefox

PDMS will endeavor to ensure that SignedUp Skills Portal remains compatible with future versions of these Internet browsers as they are released.

2.1.4 Virus Protection

PDMS uses and shall continue to use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into SignedUp Skills Portal.

2.1.5 Service Availability

The Service Availability is set at 99.9% (see [3.5.1 Availability](#), below, for more information).

2.2 Supplementary Services

Supplementary services can be provided to support the implementation and promotion of a unique portal including:

- Social media channel creation and management (Facebook, Twitter and LinkedIn)
- Content creation, editing and management
- Marketing communications plan
- Branded html newsletters including content writing and distribution
- Promotional materials design and production (e.g. banners stands, brochures, freebies)
- Administrative support
- Sales/ business development assistance

PDMS can also provide employability and skills support from our dedicated employer engagement team. PDMS' employer engagement team currently support services such as work experience, placements, apprenticeships and membership management. This support includes conducting health and safety visits, assigning work experience placements, maintaining databases and administration for industry bodies.

2.3 Bespoke Customizations and Integrations

Any requirements for bespoke customization or requirements to integrate with any system other than mentioned previously in this document would require consideration in order to protect the integrity of the Service for other Customers.

2.3.1 Customizations

PDMS would be happy to discuss any customizations that may be required in order to first establish whether or not they would benefit other Customers and if so discuss how these could be encompassed within the Service Roadmap.

2.3.2 Integrations

PDMS would be happy to discuss any integration requirements to establish if these would be of benefit to other Customers, or if this would best be provided through a bespoke/ stand-alone installation of SignedUp.

2.4 Benefits

2.4.1 Benefits for Customers:

The SignedUp platform provides the following benefits to Customers:

- Single supplier – software, hosting, support, design and marketing
- Ready to launch
- GDPR compliant
- One-stop-shop
- Everything in one place
- Branded according to client
- Customisation to meet needs
- Pre-populated with opportunities
- Joined-up labour market
- Improved citizen engagement

3 PDMS Software-as-a-Service

3.1 Glossary of Terms

Customer – The organisation that subscribes to the SignedUp SaaS.

Off-Boarding – The process of extracting data from a (SaaS) software application for use elsewhere.

On-Boarding – The process of populating a (SaaS) software application with existing data.

PDMS / PDMS Ltd - Professional Data Management Services Limited, a company incorporated in the Isle of Man with company registration number 061568C, whose registered office is at Global House, Isle of Man Business Park, Cooil Road, Douglas, Isle of Man, IM2 2QZ, who are the provider of the Service (see www.pdms.com).

SaaS – see **Software-as-a-Service**.

Software-as-a-Service (SaaS) – A software delivery model where a software application and its associated data are hosted centrally (in the “cloud”) and delivered via the use of an Internet browser.

Subscription – A payment made to use a (SaaS) software application for a period of time.

Take Up – The process of commencing use of a (SaaS) software application.

Termination – The process of stopping the use of a (SaaS) software application.

Working Day – Monday to Friday excluding UK public holidays.

Working Hours – 09:00 to 17:30 (GMT/BST) on a Working Day.

3.2 Contacting PDMS

To request a trial of a Service (where offered), to receive support for a Service (unless described otherwise in the Service Description), or to submit queries about the standard Subscriptions offered and the extensions to them, PDMS can be contacted via the following mechanisms:

1. By use of the Contact Form (<https://www.pdms.com/contact-us>) on the PDMS website;
2. Via e-mail to:
 - a. sales@pdms.com – for new Customers or for general enquiries from existing Customers;
3. Via the telephone number +44(0)1624 664000 (PDMS Working Hours only).

Customers with enhanced support options will be supplied with additional means of contacting PDMS as a part of their enhanced support agreement.

3.3 On-Boarding/ Provisioning

3.3.1 Trialling the Service

A **demonstration** version of the Service can be made available.

To gain access, please **Contact PDMS** as described in 3.2 above.

3.3.2 Subscriptions

Requests for Subscriptions to the Service can be placed by **Contacting PDMS** as described in 3.2 above.

The minimum contract period is 6 months, subject to contract agreements.

Payments are required quarterly in advance.

Please refer to the “SignedUp Pricing Information.pdf” and “PDMS SFIA Rate Card.pdf” for pricing details.

SignedUp can also be procured on a franchise basis, with additional branding and marketing support, standardised terms and conditions and commercial rules.

3.3.3 On-Boarding

Initial branding, configuration and data set-up will be provided at the commencement of the contract.

3.3.4 Terms and Conditions

Use of the Service (under both trial arrangements and contracted subscriptions), is subject to the “Customer Code of Conduct.pdf” and “PDMS SaaS Terms and Conditions.pdf”.

3.4 Hosting Services

The following hosting provision is included in the delivery of the Service:

3.4.1 Data Storage and Processing Locations

PDMS utilise several different hosting environments to support our Software-as-a-Service offering. These including Microsoft Azure, Umbraco Cloud and PDMS private cloud.

Microsoft Azure

As a Microsoft Gold Partner, PDMS have adopted the Microsoft Azure cloud platform as a foundation for the hosting of our Software-as-a-Service offering. PDMS utilise resources from the Azure United Kingdom data centres to assure sovereignty of data.

Umbraco Cloud

Umbraco provide managed cloud hosting for their CMS which PDMS, as an Umbraco partner, may utilise as part of our Software-as-a-Service offering. This hosting is also based on the Microsoft Azure platform and utilises Data Centres in the Europe region.

<https://umbraco.com/media/1111/whitepaper-eudataprotection.pdf>

PDMS Private Cloud

All data processing and storage is undertaken at Data Centres located on the Isle of Man selected by PDMS.

Utilising a mixture of these hosting environments allows PDMS and their customers the most appropriate and flexible resources for each aspect of our Software-as-a-Service offering.

For more information about PDMS' commitment to Data Protection and relevant legislation please see our "Data Protection Summary – Isle of Man.pdf".

3.4.2 Data Centres and Networks

Both our service and the services procured from the Umbraco Cloud are hosted within the Microsoft Azure Data Centres in either United Kingdom or Europe regions.

Azure meets a broad set of international, industry and regional compliance standards including ISO 27001 and UK G-Cloud.

The aspects of the offering hosted within the PDMS private cloud utilise a highly resilient infrastructure using multiple storage, memory and processing units across multiple locales in multiple Data Centres on the Isle of Man – an architecture aimed at achieving extremely high availability. The Data Centres adhere to best practices described by the EU Code of Conduct for Data Centre Operations, and meet the Uptime Institute Tier Level 3 classification.

PDMS holds ISO 27001:2013 Information Security Management System standard certification and Cyber Essentials Plus.

Customer access is via the Internet; all data transfer is secured by industry standard encryption mechanisms.

3.4.3 Persistence of Storage

All data (including documents and images) input into PDMS' Software-as-a-Service offerings are stored in a persistent manner on appropriate resources within the hosting environment and will remain that way until actively off-boarded on termination of a Subscription.

3.4.4 Backups

The data managed by PDMS' Software-as-a-Service offerings is backed-up at least nightly using a combination of disk and tape mechanisms. These backups are intended purely to restore data in the highly unlikely event of a complete infrastructure failure; they are not intended to, nor do they, provide a data archive. If such an archive facility is required, then this can be provided on request (by **Contacting PDMS** as described in 3.2 above), but is outside the terms of the standard Subscriptions.

3.4.5 Information Security

PDMS is fully certified to ISO/IEC 27001:2013, the internationally recognized standard for Information Security Management and are certified under the Cyber Essentials Plus scheme.

Azure meets a broad set of international and regional compliance standards including ISO 27001 and UK G-Cloud aligning with PDMS' own certifications.

In the Isle of Man, the Data Protection Act 2018 makes provisions for the regulation of the processing of information relating to individuals. This act gives effect in the Island to EU Directive 2016/79 of the European Parliament (General Data Protection Regulation). For more information about PDMS' commitment to Data Protection and relevant legislation please see our "Data Protection Summary – Isle of Man.pdf".

3.5 Service Level Agreement

3.5.1 Availability

The **Service Availability** stated above is the percentage of the time the Service is available for use when measured over any one calendar month subject to **Exceptions** (see below) calculated according to the formula:

$$\frac{\begin{array}{l} \text{(The number of minutes the service is available to the Customer} \\ \text{PLUS} \\ \text{The number of minutes the service is unavailable to the Customer due to exceptions)} \end{array}}{\text{DIVIDED BY} \\ \text{The total number of minutes in the month}}$$

Exceptions are:

- Circumstances beyond PDMS' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services (including network and Internet service providers), virus attacks or hackers, failure of third party software. Inability to obtain raw materials, supplies or power used in or equipment needed for provision of the services, and/or outages elsewhere on the Internet that hinder or delay access to the Services.
- Emergency maintenance of the website, software, network or any other component of the PDMS Software System by PDMS or its third party service providers. PDMS will

use commercially reasonable efforts to provide Customer with as much prior written notice as possible (which notice may be transmitted to Customer via electronic communications and/or posting to the Services website).

- Customer's acts or omissions including but not limited to the acts or omissions of Customer's employees, contractors, agents, end-users or others who gain access to the Service via the Customer login identifier or password.
- Customer's violations of any agreements between Customer and PDMS including but not limited to the System Terms of Use.

If the Service availability over any one calendar month is less than the above defined **Service Availability**, the Customer may request financial recompense (see 3.5.4 below).

The ideal availability for the Service is 24 hours a day, 7 days a week, all year round. However, despite the fact that the infrastructure implemented to host the service is designed to support optimal availability, in practice this "total availability" is not possible. Exceptions include:

- Planned maintenance;
- Critical security maintenance;
- Unforeseen problems.

Therefore the minimum service availability is set. Measurement of service availability will be performed by a 3rd party, and failure to meet this target will result in financial recompense (see 3.5.4 below).

3.5.2 Capacity

The capacity available for data (including documents and images) storage is dependent on the Subscription option taken. If the service fails to deliver pre-purchased capacity, the Customer may request financial recompense (see 3.5.4 below) equivalent to one day's unavailability of the service.

3.5.3 Performance

PDMS will endeavour to ensure system performance is of a reasonable standard, however many factors that affect your perception of system performance are outside the control of PDMS. If your perception is that there is a problem with system performance, then please raise this by **Contacting PDMS**.

3.5.4 Financial Recompense for Failure to Meet Agreed Service Levels

The financial recompense shall be calculated as a portion of the monthly Subscription fee to the Customer proportionate to the unavailability of the system, i.e.

$$\frac{\{1 \text{ MINUS } [(The \text{ number of minutes the service is available to the Customer} \\ \text{PLUS} \\ The \text{ number of minutes the service is unavailable to the Customer due to exceptions} \\ \text{MINUS} \\ The \text{ number of minutes the service is unavailable to the Customer due to other} \\ \text{reasons)} \\ \text{DIVIDED BY} \\ The \text{ total number of minutes in the month}]\} \text{ TIMES BY The monthly Subscription fee}}$$

This can be taken as a credit against any future Subscription or as a payment to the Customer.

To request financial recompense, the Customer must make a written request using the mechanisms described in 3.2 above [Contacting PDMS](#) . Any such request must include the date(s) and time(s) that the service was unavailable and must be received by PDMS within ten (10) days of the end of the calendar month during which the Service was unavailable

The total amount repayable to the Customer in a particular month shall not exceed the total Services Subscription and/or hosting fee paid by the Customer for that month in which the credit is issued.

3.6 Support Mechanism

3.6.1 Customer Responsibility

The Customer is responsible for properly maintaining the functional operation of all workstation equipment, including but not limited to connectivity to the Internet. Prior to contacting PDMS regarding any connectivity problems with respect to the system, the Customer will verify that it is able to reach major Internet sites such as www.msn.com or www.yahoo.com.

3.6.2 Raising a Request for Support

A request for support can be raised via the various means of [Contacting PDMS](#) (see 3.2 above) **unless** an alternative mechanism is agreed.

3.6.3 Hours of Support

In general, support will only be provided during **Working Days** (see Glossary), although support requests can be raised via **Email** or the **Contact Form** (see [Contacting PDMS](#) at 3.2 above) at any time.

The scope of the support offered can be extended by agreement and on payment of an additional monthly fee, depending on the level of support required.

3.6.4 Response to a Request for Support

A response to a support request can be expected to be received within **4 (four) Working Hours** of the support call being raised. A resolution, or work-around, can, in most cases, be expected to be received within **7.5 (seven and a half) Working Hours** of the support call being raised.

3.6.5 Terms and Conditions for Support

Prior to raising a support request, the Customer should check the available training and assistance resources, FAQs and other material. The Customer should ensure that the request for support is reasonable. PDMS reserve the right to not respond to unreasonable requests.

Note: Your support may be governed by the terms of your Subscription to a Service. If you require additional support, then please use the **Contacting PDMS** mechanism to enquire about the options available.

Note: PDMS will apply a “fair usage” policy to the support requests received.

3.6.6 Support Agreements – Alternatives

PDMS can also offer alternative Support Agreements, depending on the Customer's requirements.

3.7 Training and Assistance

A single 1 day training workshop will be provided at the initial installation to agreed administrators for the platform.

If additional training and/or materials are required, then this can be provided on request (via the various means of [Contacting PDMS](#) as described at 3.2 above), but is outside the terms of the standard Subscriptions.

3.8 Customer Code of Conduct/Acceptable Usage Policy

The current terms of use of PDMS Software-as-a-Service are included in the “Customer Code of Conduct.pdf”.

Customers are expected to abide by the terms of use described therein.

Note that:

- It is imperative that Customers protect the credentials used to access the System; e.g. ensure that passwords etc. are not shared.
- It is essential that Customers use Virus protection on their computers, and that any files uploaded to any system provided on a Software-as-a-Service are checked for Viruses.
- Customers are liable for all content that is uploaded and/or input to the Service.

3.9 Termination

A Subscription to the Service can be terminated by the Customer or by PDMS as outlined in this section and detailed in Clauses 19 and 20 of the “PDMS SaaS Standard Terms and Conditions.pdf”.

Off-boarding will then be undertaken as appropriate as described in 3.10below.

3.9.1 Termination by the Customer

A Subscription can be terminated by the Customer (either during the term of a Subscription, or by indicating that a Subscription renewal is not required), by **Contacting PDMS** (as described at 3.2 above) and requesting such.

No refund will be made for any pre-paid Subscription period.

3.9.2 Termination by PDMS

3.9.2.1 At the end of a Subscription

Reminders will be issued to a Customer via e-mail to the administrative user(s) 1 (One) calendar month prior to a Subscription ending. If a Subscription is not renewed, then it will have deemed to have lapsed, and in this case PDMS reserves the right to off-board the data (including documents and images) not less than one calendar month after the Subscription has ended; prior notifications will be issued via e-mail to the administrative user(s). Unless requested otherwise by the Customer, the data (including documents and images) will not be retained.

3.9.2.2 Breach of Customer Code of Conduct/Terms of Use

PDMS reserves the right to terminate a Subscription at any time if a Customer is found to be in breach of the “Customer Code of Conduct.pdf” and has not satisfactorily responded to 2 (two) warnings of termination e-mailed to your administrative user(s).

3.9.2.3 Termination of the Service

PDMS reserves the right to terminate the Service at the end of a Subscription period when at least 3 (Three) calendar months’ prior notice has been given via e-mail to the administrative user(s) of the termination of the Service, or at any time when at least 12 (twelve) calendar months’ prior notice has been given via e-mail to the administrative user(s) of the termination of the Service. In either case, all data (including documents and images) will be off-boarded by PDMS and supplied to the appropriate Customers in an agreed manner.

3.10 Off-Boarding

If the Service is terminated either by the Customer or by PDMS, PDMS will contact the Customer to establish your off-boarding requirements.

The standard method by which PDMS will supply your data to you on Termination is in the form of a **Microsoft SQL-Server Compressed Backup** file supplied in an encrypted form by appropriate media. The cost of this is included in your Subscription to the Service.

Use of another mechanism may incur an additional charge.

4 Additional Services

PDMS also offers a wide range of additional services in support of our Software-as-a-Service applications, including but not limited to the following:

- Digital Signing Service
- Design Authority
- Design and Development – All of our Software-as-a-Service products, including SignedUp, can be customised by the PDMS development teams to meet specific Customer requirements.
- Data Management and Migration
- Project/Programme Management – Our project managers are Prince II qualified
- Testing
- Project Specification and Selection
- Service Integration
- Deployment
- User Management
- Training
- Application Management and Support
- Strategy and Implementation Services
- Tailored complete Managed Service Agreements
- Software Development Services
- Umbraco – an open source content management system.

Day rates for these services can be provided on request by **Contacting PDMS** as described in 3.2 above and by referring to the “PDMS SFIA Rate Card.pdf”.

Contact Us

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