

Request Reference: 3295

FOI Request dated 3rd December 2024 –

The information I require relates to the organisation's software contract, please send me the organisation's primary contract around the types of contracts below.

I require the organisations to provide me with the following contract information relating to the following corporate software/enterprise applications:

- A. Enterprise Resource Planning Software Solution (ERP) -this is the organisation's main ERP system and may include service support, maintenance and upgrades.*
- B. Primary Customer Relationship Management (CRM) Solution-this is the organisation's main CRM system and may include service support, maintenance and upgrades. Example of CRM systems the organisation may use could include Microsoft Dynamics, Front Office, Lagan CRM, Firm step*
- C. Primary Human Resources (HR) and Payroll Software Solution-this is the organisation's main HR/payroll system and may include service support, maintenance and upgrades. In some cases, the HR contract maybe separate to the payroll contract please provide both types of contracts. Example of HR/Payroll systems the organisation may use could include iTrent, Resource link.*
- D. The organisation's primary corporate Finance Software Solution-this is the organisation's main Finance system and may include service support, maintenance and upgrades. Example of finance systems the organisation may use could include E-Business suite, Agresso (Unit4), eFinancials, Integra, SAP*

In some cases you may come across contracts that provides service support maintenance and upgrades separate to the main software contract, please also provide this information in the response following the requested data below.

For each of the categories above can you please provide me with the relevant contract information listed below:

- 1. Software Category: ERP, CRM, HR, Payroll, Finance*
- 2. Name of Supplier: Can you please provide me with the software provider for each contract?*
- 3. The date in which these applications were implemented*
- 4. The brand of the software: Can you please provide me with the actual name of the software. Please do not provide me with the supplier's name again please provide me with the actual software name.*
- 5. Description of the contract: Please do not just state two to three words can you please provide me with detailed information about this contract and please state if upgrade, maintenance and support is included. Please also include any modules included within the contract as this will support the categories you have selected in question 1.*
- 6. Number of Users/Licenses: What is the total number of user/licenses for this contract?*

7. *Annual Spend: What is the annual average spend for each contract?*
8. *Contract Duration: What is the duration of the contract please include any available extensions within the contract.*
9. *Contract Start Date: What is the start date of this contract? Please include month and year of the contract. DD-MM-YY or MM-YY.*
10. *Contract Expiry: What is the expiry date of this contract? Please include month and year of the contract. DD-MM-YY or MM-YY.*
11. *Contract Review Date: What is the review date of this contract? Please include month and year of the contract. If this cannot be provided, please provide me estimates of when the contract is likely to be reviewed. DD-MM-YY or MM-YY.*
12. *Contact Details: I require the full contact details of the person within the organisation responsible for this particular software contract (name, job title, email, contact number).*

Response

1.
 Erp: Workday
 CRM: Salesforce
 HR: Workday
 Payroll: Workday
 Finance: Workday

(the Workday solution is currently being implemented and has not gone live; it is expected to go live in Aug 2025).

2.
 Workday: Workday
 Salesforce: Academia

3.
 Workday: In progress
 Salesforce: Jan 2024

4. See above Q1

5. Both contracts are SAAS Solutions and therefore upgrades, maintenance and support are all part of the contract. No part of the applications are on premise so therefore there are no separate maintenance or support agreements with these suppliers.

Workday: Full user license

6.
 Salesforce:
 Workday: Approx 2500 (full user license)
 SF User licences – 144
 BlackThorn Events module (SF) (42 Licences)

7. Annual Spend:

Section 1 of the Freedom of Information Act 2000 (FOIA) places two duties on public authorities. Unless exemptions apply, the first duty at Section 1(1)(a) is to confirm or deny whether the information specified in a request is held. The second duty at Section 1(1)(b) is to disclose information that has been confirmed as being held. Where exemptions are relied upon Section 17 of FOIA requires that we provide the applicant with a notice which: a) states that fact b) specifies the exemption(s) in question and c) states (if that would not otherwise be apparent) why the exemption applies.

This part of your request we have exempt from disclosure by virtue of the following exemption:

Section 43(2) – Commercial Interests

Section 43 is a class-based qualified exemption and is therefore subject to a Public Interest test.

Public interest considerations Factors favouring disclosure

Disclosing information regarding current contract annual spend would ensure the University are being open and transparent with the public. The disclosure would encourage public debate and increase public awareness on this subject matter. It would also allow the public to see where the public funds for the University are being spent.

Factors against disclosure

Disclosing the information requested is likely to damage the relationship between the University and the service provider(s). In turn, this could prejudice the commercial interests of the service provider(s), especially in cases where there may be a limited number of suppliers in the market. Making a disclosure could identify information which has been specifically obtained through negotiation between the University and the service provider(s), thus prejudicing the University position in future negotiations.

Balance test

Despite there being an identifiable public interest in the University being open and transparent, the interests of the University may be jeopardised if information relating to sensitive commercial contract expenditure is disclosed. The community would also be impacted as costs to the University could be driven up by the lack of competition due to companies refusing to do business with University's that disclose commercially sensitive information. If this information were to be disclosed, this could cause harm between the University of Hull and its service provider(s). Having weighed up all of the factors outlined above, on balance the argument for disclosing this information is not made out and therefore it is in the public interest to withhold this information from disclosure.

Section 17 of the Freedom of Information Act 2000 requires the University, when refusing to provide information (because the information is exempt) to provide you the applicant with a notice which: (a) states that fact, (b) specifies the exemption in question and (c) states (if that would not otherwise be apparent) why the exemption applies. In accordance with the Freedom of Information Act 2000 this email acts as a Refusal Notice for those aspects of your request

8.

Workday: 5 years plus 5 more years of extensions

Salesforce: 3 years plus 2-year extension

9.

Workday: 05/2024
Salesforce: 10/2023

10.
Workday: 05/2029
Salesforce: 09/2026

11. TBC.

12. Workday: Michael Zumaro, m.zumaro@hull.ac.uk, Product Owner (no number).
Salesforce- Jason Mather, j.mather3@hull.ac.uk, Enterprise Systems Data Manager (no number).

Please note, the staff named above are exercising their right to object to processing contained in article 21 of the UK General Data Protection Regulation. This right is exercised here with specific reference to not having their contact information used for marketing purposes.

Please be aware that Freedom of Information (FOI) requests made with the intention of furthering commercial interests, such as selling goods or services or gaining a competitive advantage over potential suppliers, are considered to be outside the intended scope of FOI. Using FOI for gaining a commercial advantage over others is not in line with the purpose of the Act and provides minimal or no benefit to the public. ICO guidance sets out that: "The public interest here means the public good, not what is of interest to the public, and not the private interests of the requester."

To assist you on this occasion and for future reference, you may find the following information helpful:

- If you are interested in becoming a supplier, please see our webpage: Buyer Profile (<https://www.hull.ac.uk/work-with-us/more/supplying-our-university/buyer-profile#:~:text=Applying%20to%20be%20a%20Supplier%2FContractor%20to%20the%20University&text=I%20let%20us%20know%20about,not%20telephone%20the%20Procurement%20Office.>)
- We suggest you view the University's E-Tendering Website (<https://www.hull.ac.uk/work-with-us/more/supplying-our-university/procurement>) and the Contracts Finder (government website): <https://www.gov.uk/contracts-finder> for information about contracts awarded/due for tender.
- For all procurement enquiries, see <https://www.hull.ac.uk/work-with-us/more/supplying-our-university/procurement>