

PO 27956

Published as CDP

7/4/25 in error as 6/12/25

The City
of Liverpool
CollegeException to Quotation / Tender Request Form
(Ref: Financial Regulation 9.3.12)

1a. Exception to quotation/tender requirement is requested for the following reason: -

☐

Sole supplier

☐

Controlled pricing

☒

Urgently required

☐

Lack of competition

1b. Justification - (please evidence the factors which you believe prevent you from complying with the requirement to quote/tender for the goods/services required).**N.B. Requests without a completed justification will not be considered.**

We are replacing our current LMS, MPL, with Skillgate.

We have locked in to a 3 year contract with the first year costing £10,550 and the two subsequent year £9,000.

Dave as a UK6 in error - Note 2025/S 000-013334
Should have been done as A UK7 - Redone 26/6/25

2. Details of Goods/Services Required

Proposed Supplier	Goods/services	Gross Cost (£'s)
Skillgate (Year 1)	Learning Management System (£9,000) & implementation costs (£1,550)	£10,550 £12,660
Skillgate (Year 2)	Learning Management System	£9,000 £10,800
Skillgate (Year 3)	Learning Management System	£9,000 £10,800

3. Requestor Details

Total - £34,260 inc Vat

Name	Prime Code	Phone	Date
Anna Wells	40600 10300	252 3618	03/04/2025

Please attach to completed requisition and forward to Financial Services.

Finance Use OnlyHaving considered the above factors this request has been approved / ~~rejected~~.Name: JULIE BARNESSignature: Date: 3/4/25

P.T.O.

ETQ 1295



AGREEMENT

between

SKILLGATE Ltd Gabem House, Heyshott, Midhurst, West Sussex, GU29 0DP
(SKILLGATE)

and

(THE CUSTOMER) **The City of Liverpool College**, The Learning Exchange, Roscoe Street, Liverpool,
Merseyside, L1 9DW

WHEREAS:

SKILLGATE has agreed with THE CUSTOMER that SKILLGATE will set up for THE CUSTOMER an electronic learning and training system (the System) based on the Academy10 learning management system software, SKILLGATE eLearning content and SKILLGATE's hosted internet services. This Agreement sets out the terms on which SKILLGATE will provide such service.

1. Definitions:

"Administration Support" means assistance provided to "Registered Employees" using the System. Administration Support is provided by telephone or email during UK business hours – Monday to Friday 09.00hrs to 17.30 Hours.

"Date of Commencement" means the date specified below.

"Licence Fee" means the annual fee payable by THE CUSTOMER for each Registered Employee licensed to use the System.

"Personal Use" means in connection with the User's own learning and development work.

"Portal Page" is the branded web page created for THE CUSTOMER that allows Users access to the System.

"Prospectus" means the lists of software products, online courses and supporting services as detailed in Schedule 1 and supplied by SKILLGATE. Prospectus is available at <https://www.yumpu.com/en/document/read/66163580/SKILLGATE-universal-training-system-Prospectus-2022> details may change from time to time.

"Registered Employee" means a uniquely identifiable individual in the employ of THE CUSTOMER who has been registered to use the System for their Personal Use by completion of the on-line registration process provided by the System. Other uniquely identifiable individuals nominated by THE CUSTOMER may access the System on condition that the individual's access to the System has been agreed in writing by SKILLGATE.

"Set Up Fee" means the fee charged to THE CUSTOMER for setting up the System.

"Services" means the services provided by SKILLGATE to THE CUSTOMER as set out in 2. Services below.

"Server Support" means maintenance, management, issue resolution and back up processes relating to the computer server system run by SKILLGATE. Server Support is provided 24/7 365 days a year.

"Site Controller" means a site User nominated by THE CUSTOMER to have a highest level of access to manage the System.

"System Materials" means any and all works of authorship and materials developed written or in relation to the System including, without limitation, any and all programmes, tutorials, briefings, reports, studies, data, diagrams, charts, specifications and all drafts thereof and working papers relating thereto.



"SKILLGATE Intellectual Property Rights" means the copyright and other intellectual property rights owned by SKILLGATE in the System, the Services and the System Materials and licensed to THE CUSTOMER by SKILLGATE.

"The Customer Intellectual Property Rights" means all information stored on the system relating to Registered Users and any and all materials added to the System by THE CUSTOMER which is not included in the SKILLGATE Intellectual Property Rights.

"The System" means the software and content provided via any SKILLGATE website to THE CUSTOMER and its Registered Employees as detailed in the Prospectus.

"Support services" include the maintenance of the System, error fixing, responding to system issues as raised by the Site Controller and reporting to the Site Controller.

"Terms and Conditions of Use" means the conditions under which all Users may access the System and System Materials.

"Total failure of the system" is defined as the inability of SKILLGATE to restore the System within 7 days of the System becoming unavailable to Users for technical reasons.

"User" is any named individual who accesses the System.

"Upgrades and Versions" Major changes to significant parts of the code base are handled by Version updates. Accepting new Versions is optional but SKILLGATE only offers supports the current and penultimate Versions. Upgrades are minor improvements to the System that are automatically applied to the System.

2. Services

SKILLGATE hereby agrees to supply to THE CUSTOMER the Services set out below:

- 2.1 the establishment of the System on SKILLGATE's own internet servers based on the current SKILLGATE Academy10 system.
- 2.2 the creation of a Portal Page including appropriate graphics that display THE CUSTOMER's brand.
- 2.3 the creation of a relevant subject index and inclusion of agreed System Materials.
- 2.4 the training of Users nominated by THE CUSTOMER in the use of the System in order to assist them in implementing and ensuring best use of the System
- 2.5 the hosting, maintenance, and Server Support of the System on behalf of THE CUSTOMER and to provide the System for the duration of and in accordance with this Agreement.
- 2.6 the provision to THE CUSTOMER of enhancements and modifications (Upgrades and Versions) of the System including error corrections and to inform THE CUSTOMER of such developments via established channels of communication.
- 2.7 the provision to THE CUSTOMER of administrative Support Services to the level specified in Schedule 1 and detailed in the Service Level Agreement (Appendix 1).
- 2.8 at THE CUSTOMER's request but subject to SKILLGATE's Terms and Conditions of Additional Service (Appendix 4) for work requested and prior agreement as to the remuneration of SKILLGATE the development of additional bespoke content, material and system functionality and the undertaking of all necessary web-enablement.

3. TERM

This Agreement shall commence on date of signature and shall continue (subject to earlier termination in accordance with the provisions of clause 5) for a period of thirty-six months and thereafter until terminated by either party giving the other not less than three months' notice.



4 PAYMENT

- 4.1 The fees payable are set out in Schedule 1
- 4.2 Payments of Licence Fees will be made annually in advance.
- 4.3 Credit payment terms are 30 days from end of month of issue of invoice.
- 4.4 Set Up Fees and Licence Fees are payable in advance prior to SKILLGATE starting to provide the relevant services.

5 TERMINATION

- 5.1 Either party may terminate the Agreement

5.1.1 in the event that the other is in serious breach of the Agreement provided that such breach (where capable of remedy) has not been remedied within 7 days of receipt of written notice from the terminating party specifying the breach.

5.1.2 in the event that the other party passes a resolution, or the Court makes an order, that such other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof.

5.1.3 Any termination of this Agreement shall be without prejudice to the other rights or remedies of either party under the Agreement or at law.

- 5.2 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

6 SKILLGATE's OBLIGATIONS:

6.1 To provide the Services including the System in a timely and professional manner and subject to the Service Level Agreement set out in Appendix 1 and to use its best endeavours to provide the same in accordance with any time schedule agreed in writing between the parties.

6.2 On termination for whatever reason and on request from THE CUSTOMER to return to THE CUSTOMER all The Customer's Intellectual Property Rights including documents records and other materials stored on the system and delete the same from the system without keeping any copies in whatever form, subject to the conditions of Clause 11.1 and the SKILLGATE Data Processing Agreement (Appendix 2)

6.3 To ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in this Agreement;

6.4 To comply with all applicable laws, statutes and regulations in force;

6.5 Not to do or omit to do anything which may cause THE CUSTOMER to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

7 The CUSTOMER's Obligations:

7.1 Not to use the system other than for Registered Employees of THE CUSTOMER and not to permit access to the system by any third party.

7.2 To use reasonable endeavours to ensure all its Registered Users use the system and System Materials according to the Terms and Conditions of Use (Appendix 3) and to indemnify SKILLGATE against any breach by any Registered Employee of the SKILLGATE Intellectual Property Rights and the duty of confidentiality set out in clause 11 hereof and to indemnify SKILLGATE against any abuse or misuse of the System by any Registered Employee.



- 7.3 To accept SkillGate's Terms and Conditions of Additional Service for Work requested as detailed in Appendix 4.
- 7.4 To accept Upgrades as they become available and new Versions as soon as practicable and ensure resources are made available to understand improvements or changes.

8 Personnel:

8.1 The parties shall each appoint a representative who shall have full authority to take all the necessary decisions in respect of such parties' obligations regarding the provision of the Services. At the Date of Commencement of this Agreement the parties are listed in Schedule 2 of this Agreement.

9 Intellectual Property:

9.1 SKILLGATE hereby grants to THE CUSTOMER during the term of this Agreement a non-exclusive licence in respect of the System and the SKILLGATE Intellectual Property Rights for THE CUSTOMER's own use.

9.2 Nothing that THE CUSTOMER does or is entitled to do under the terms of this Agreement or otherwise shall transfer ownership of any SKILLGATE Intellectual Property Rights to THE CUSTOMER.

9.3 SKILLGATE shall keep THE CUSTOMER indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by THE CUSTOMER as a result of or in connection with any claim brought against THE CUSTOMER for actual or alleged infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by SKILLGATE and its licensees and sub-licensees. This clause 9.3 shall survive termination of the Agreement.

10 Limitation of Liability:

10.1 Nothing in this Agreement shall limit or exclude SKILLGATE's or THE CUSTOMER's liability for:

- (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- (ii) fraud or fraudulent misrepresentation;
- (iii) any other liability which cannot be limited or excluded by applicable law;

10.2 Subject to clause 10.3 and whether or not either party to this Agreement has been advised of the possibility of such loss, neither party shall be liable in contract, tort or otherwise howsoever arising out of or in connection with this Agreement for any direct loss of profits and/or any special, indirect or consequential loss or damage howsoever caused.

10.3 SKILLGATE shall not be liable for loss in respect of any breach of its obligations except that in the event of a total failure of the System in which case SKILLGATE's liability shall be to THE CUSTOMER pro rata the un-expired portion of any Licence Fee. No amounts awarded or agreed to be paid under clause 9.3 and clause 10.1 shall count towards the cap on SKILLGATE's liability under this clause 10.3.

11. Personal Data

11.1 SKILLGATE will comply with relevant UK data protection legislation and will meet requirements as a data processor as per the details set out in SKILLGATE's Data Processing Agreement - Appendix 2.

11.2 Details of the way data is used, and who can access this data, is included in the SKILLGATE Privacy Statement.

11.3 Personal Data will be kept and processed as per the UK GDPR regulations.



11.4 SKILLGATE will not share personal data with any third party except in so far as may be detailed in the Privacy Statement.

12. Confidentiality

12.1 SKILLGATE will comply with all relevant UK data protection legislation.
12.2 THE CUSTOMER will comply with all relevant UK data protection legislation.
12.3 Save as otherwise expressly provided in this Agreement neither party hereto shall during the term of this Agreement or thereafter disclose to any person ("the Recipient Party") or use for any purpose any information obtained from the other ("the Disclosing Party") in connection with this Agreement but the Recipient Party may:

11.3.1 Disclose any such information to the Users who require such disclosure where bona fide necessary for the proper performance of this Agreement.

11.3.2 Use such information in the proper exercise of its rights and the performance of its obligations under this agreement.

12.4 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use by its officers, employees, servants or agents.

12.5 The restrictions on use and disclosure shall not apply to any information which the Recipient Party can prove:

11.5.1 Was already known to it prior to its receipt thereof from the Disclosing Party.

11.5.2 Was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause or any obligation of confidence owed by the Recipient Party to the Disclosing Party.

13 General:

13.1 Neither Party shall be entitled to assign or subcontract any of its rights or obligations under this agreement without the consent of the other. Such consent shall not be unreasonably withheld.

13.2 All notices to be given under the Agreement shall be in writing and left at or sent by first class registered or recorded delivery post or emailed to the named personnel as detailed in Schedule 2 below.

13.3 SKILLGATE shall obtain written consent from THE CUSTOMER prior to using THE CUSTOMER's name in promotional material.

13.4 This agreement constitutes the entire agreement of the parties on the subject matter hereof and supersedes all the previous agreements and representations written or oral with respect to the subject matter hereof.

13.5 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.6 No one other than a party to this agreement shall have any right to enforce any of its terms.

13.7 Neither party shall be liable for any failure or delay in the performance of any of its obligations under this agreement or for any consequences thereof if such failure or delay is due to reasons beyond its reasonable control. The time for performance by the party liable to perform shall be extended by a period equal to any period of delay.



14. Governing law:

14.1 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 construed in accordance with, the law of England and Wales.

Signed for and on behalf of **SKILLGATE LTD**

A handwritten signature in black ink, appearing to read "James Page".

Print Name: JAMES PAGE

Date: 21-03-25

Signed for and on behalf of **THE CUSTOMER**

A handwritten signature in black ink, appearing to read "Julie Barnes".

Print Name: JULIE BARNES

Date: 01-04-25



SCHEDULE 1. FEES

Annual Fees

750 annual user licences with access to:

Branded LMS: £2,200+VAT

Traffic Light Compliance Manager: £2,600+VAT

Infinity Library: £1,600+VAT

Classroom Booking System: £1,800+VAT

SmartAuthor: £800+VAT

One-Off Setup Fees

Single Sign On: £800+VAT

Datafeed from HR system: £750+VAT



SCHEDULE 2. PERSONNEL

SKILLGATE nominated representative:

Customer nominated representative:

Anna Wells

Leyden, Abby

From: Barnes, Julie
Sent: 03 April 2025 16:20
To: Leyden, Abby
Subject: Re: Amendments to Skillgate ETQ

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Abby

I am happy with the amendments.

Do you need me to reprint and sign or will you take this as the approval?

Thanks

Julie

From: Leyden, Abby <Abby.Leyden@liv-coll.ac.uk>
Sent: Thursday, April 3, 2025 15:12
To: Barnes, Julie <Julie.Barnes@liv-coll.ac.uk>
Subject: Amendments to Skillgate ETQ

Hi Julie,


Anna sent me this ETQ yesterday, but only the ex Vat prices were showing, and the prime code listed was staff development (40600) instead of HR (10300.)


I have now made these amendments, please could you re-approve before I move this one forwards?

Thanks,
Abby



Abby Leyden
Procurement and Transactions
Apprentice

 0151 252 4979

 abby.leyden@liv-coll.ac.uk



Named Skills Provider of the Year 2024/25 at the Liverpool Chamber Innovation in Business Awards for driving forward new and innovative training to respond to the Liverpool City Region's skills needs and ambitions for economic growth.