

InvestInternational

Tender: European tender for the implementation, maintenance and support of a KYC solution
Date: 18 April 2024

Please note that we offer an extra opportunity to ask questions related the ARBIT 2022 and to suggest changes we need to make. You can submit your questions via the TenderNed platform before 23 April 2024, 12:00 noon. We will publish our answers on 25 April 2024. The time schedule is updated accordingly.

Nr.	Subject	Question	Response
1	4.11 General Terms and Conditions	Are you willing to reconsider the rejection of the terms and conditions of contractors and third parties? Provider arranged copyrights, database rights, and licensing rights with publishers and partners and laid them down in the provider's terms & conditions. Invest International can use the data and service if the license contract and associated conditions of providers can be entered as part of the offer and prevail before ARBIT 2022, taking into account any changes agreed by provider and Invest International.	You can use the question round to make comments and submit text proposals related to the contract to be signed and the ARBIT. Please suggest what changes we need to make in order to accommodate your copyrights, database rights and licensing rights.
2	4.11 General Terms and Conditions	Related to our first question. Is Invest International interested in receiving our Terms and Conditions for evaluation?	Please refer to our response to question 1.
3	4.11 General Terms and Conditions	We would like to have the opportunity to ask clarification questions related to the memorandum of information. Can you adjust the time schedule and build in an additional step for questions and answers.	We offer all participants an extra opportunity to ask questions related to the ARBIT 2022 and to suggest changes we need to make. You can submit your questions via the TenderNed platform before 23 April 2024, 12:00 noon. We will publish our answers on 25 April 2024. The time schedule is updated accordingly.
4	Tender Document - KYC assessment	Do you manually collect UBO data through your clients when doing the due diligence process?	We contact clients for the UBO data through the client outreach form and/or use other trusted sources when available. For e.g. the Dutch chamber of commerce registry (kvk).
5	1.3 Expected result	Would you like a connection with your SharePoint to store documents there?	A connection with Sharepoint is not a requirement. The documents should be able to be easily uploaded and retrieved directly within the KYC tool.
6	KYC Assessments	For the KYC Assessments, could you mention how many forms would you like to have as we assume all of them have different questions? Could you please also clarify if the KYC assessments have different workflows/questions?	We have 3 types of KYC assessment forms. Type 1 is applicable to the Private sector team and it's based on customer due diligence requirements with an option for simplified, standard and enhanced due diligence. Type 2 is applicable for the Public sector team which is based on a standard due diligence form but has some nuances. Type 3 is applicable to the Public sector team when the counterparty is a Ministry. This form is very basic with a focus on integrity risks. There's one questionnaire for general client outreach (onboarding and periodic reviews) and another internal questionnaire filled out internally by sector teams when we already have an existing KYC file on a client but we want to rely on them for a different project.
7	KYC Assessments	Do you already have a tool for signing the KYC reports and is this something you would like to connect to the KYC tool? Or would it be sufficient to download the report and sign it in a separate tool?	We currently sign/approve within the excel form, often accompanied with a confirmation via email. The KYC Team then finally authenticates the signed off form in DocuSign PDF. Our requirement for this assignment is to have the entire approval flow within the KYC tool and with an audit trail. We do not require an actual (digital) signature.
8	KYC Assessments	Do you want to start with the 100 users, or less users and grow it until 100? If this is the case, with how many users would you like to start?	It might be possible to start with less than 100 users. Current number is about 50 users.
9	KYC Assessments	Can you provide the current questionnaires and assessment forms?	The questionnaires and assessment forms will be with all participants via a message in TenderNed.
10	Time Schedule	We would like to have the opportunity to ask clarification questions related to the memorandum of information and need more time for a legal check. Can you adjust the time schedule and build in an additional step with at least 7 additional working days for questions and answers.	Please refer to our response to question 3.
11	Legal	Can we bring in our own T&C's or do you only accept changes to the ARBIT 2022?	Please refer to our response to question 1.
12	KYC Assessments	Are you considering some separation of the data between entities/users (Chinese walls)? If yes, could you tell us what you're considering?	The separation will be most likely between the 3 departments. Certain roles/functions from departments and the support teams can view over the ethical walls.
13	Tender Documents/Pg no-20/ 3.10.1/ 5th - Extract from the trade register of the Chamber of Commerce	Contractor has its parent company in India. Kindly confirm if the equivalent registration document from India to the Extract from the trade register of the Chamber of Commerce of India will fulfill this requirement.	This is sufficient to fulfill the requirement.
14	Tender Documents/Pg no-20/ 3.11/ 1st - Declaration of Conduct for Tendering (in Dutch: gedragsverklaring aanbesteden (GvA))1	Contractor has its registered office in the UK and the parent company is based out of India. Is it a mandate to submit a GvA? If Yes, kindly help us with the procedure to follow.	An equivalent form of the GVA from the UK is sufficient. We are open to discuss this after the assessment of the proposals is completed and after award decision is send.
15	Appendix 4-Requirements/Pg No-3/36th point - The tool must be able to retrieve screening hits in multiple languages.	Requesting Invest International to define the languages of data. Is there any language support required apart from French, Spanish and English	We expect that if there's a material screening hit on a searched party, then the tool should be able to retrieve it regardless of the language in the underlying source. E.g. a translate to english button within the retrieved article is considered a plus.
16	Tender document paragraph 4.4 Signature on proposal	We want the proposal, the ESPD and the other attachment/documents to be signed by the responsible partner. However, partners are not listed as legally authorized representatives on the extract from the Chamber of Commerce. Would adding a power of attorney declaration from the directors (who are mentioned in the extract from the Chamber of Commerce) be sufficient to confirm that the relevant partner is authorized to sign?	Yes this is sufficient.
17	Current systems	What are current systems, platforms or search portals used to perform Screening for Sanctions, PEPs and adverse media?	A precautionary Google screening is sometimes performed in addition to default screenings within a third party screening tool that Invest International uses with paid subscription.
18	Data storage	What are the current volumes of the documents to assess the data storage cost?	The data is currently stored in Sharepoint. We estimate the data storage to be no more than 25GB.
19	Appendix 06 ARBIT 2022, article 43.3-43.4	Copies and installation. As we provide a SaaS Solution for the Contracting Authority to access and use, we explicitly do not allow you to make and use copies of the Software. Please declare article 43.3 and 43.4 ARBIT-2022 not applicable.	This is agreed. It must allowed to make copies of our own data.
20	Appendix 06 ARBIT 2022, article 43.2	"License. Please also see our question in relation to the definitions of Agreed Use, Deliverable, License, and Software. As we are providing a right to access and use our SaaS solution and not a software license, please have at least article 43.2 replaced by the following language: The Licence (or Right to Use, see our question on the definition of Licence) includes in any event includes the following (for which the Contracting Authority does not owe any additional fee): a) the right to use all functionalities of the Software that are accessible to the Contracting Authority, even if they are not mentioned in the Documentation; b) the right to regularly test the Software; c) the right to use the Software for testing purposes;"	We agree to your text suggestion.
21	Appendix 06 ARBIT 2022, article 42	Escrow. We are offering a SaaS Solution. It is very uncommon for SaaS providers to make Escrow arrangements with clients. Therefore, could you please confirm that article 42 will not be applicable, or, if you are unable to agree to the deletion of this article, could you please confirm that you are open to discuss a more suitable option or alternative for source code escrow as we are dealing with SaaS (i.e., other continuity arrangements in case of bankruptcy or insolvency)?	We confirm that we are open to discuss a more suitable option continuity arrangements.
22	Appendix 06 ARBIT 2022, articles 48-67 (Special Provisions on Purchases)	SaaS is not a Public Service Contract. Please confirm that the Special Provisions on Public Service Contracts are not applicable to providing a (right to access and use) Software as a Service (SaaS).	The Special Provisions on Public Service Contracts of the ARBIT are related to custom-build solutions. These provisions will most likely be not applicable during this assignment, and therefore it should not impact your proposals and the implementation of the required solution.
23	Appendix 06 ARBIT 2022, articles 42-47 (Special Provisions on Purchases)	SaaS is not a License. Please confirm that the Special Provisions on Licenses are not applicable to providing a (right to access and use) Software as a Service (SaaS).	Regarding Escrow, art. 42 and 43.2, please refer to our response to question 21 and 22.
24	Appendix 06 ARBIT 2022, articles 38-41 (Special Provisions on Purchases)	SaaS is not a Purchase. Please confirm that the Special Provisions on Purchases are not applicable to providing a (right to access and use) Software as a Service (SaaS).	This assignment does not involve the purchase of hardware, such as computers, laptops and servers. These provisions will most likely be not applicable during this assignment, therefore it should not impact your proposals and the implementation of the required solution.
25	Appendix 06 ARBIT 2022, articles 30.3 and 30.6	Cancellation/termination. We believe it is reasonable to make the right of termination as included in Article 30.3 reciprocal. The circumstances mentioned may also be reasons for the contractor to terminate the agreement. In addition, as a contractor, we must also have the option to terminate the agreement prematurely, for example in the event that we become the auditor at any time of the client, one of the companies connected and/or affiliated with the client. Taking into account the foregoing, can you include in the agreement that Articles 30.3 and 30.6 apply reciprocally?	We agree to partial reciprocity of art. 30.3: If Invest applies for a provisional or final suspension of payments or files for bankruptcy or is declared bankrupt, if its business is wound up, if it ceases business activities. Due to the importance of continuity, we are not open to make the provision in 30.6 reciprocally. We do add the following to this provision: <i>The Contractor may terminate the contract if required by law (this requirement will be demonstrated by the Contractor) subject to an 18 months' notice.</i>

26	Appendix 06 ARBIT 2022, article 26.3	<p>Limitation of liability. In our line of business it is customary to limit liability, whereby the maximum liability is in reasonable proportion to the fee involved in the assignment. In this context, we refer to Rule 3.9 D of the Proportionality Guide published by the Ministry of Economic Affairs and Climate in January 2022. This Rule 3.9 D stipulates that the contractor's liability must be limited to the limitation of liability that is customary in the sector concerned. The limitation of liability set out in Article 26.3 of ARBIT-2022 is not in line with this because the liability is limited to four times the fee, as a result of which the maximum liability is higher than the limitation of liability that is customary in our sector, which is 1x the annual fee.. With due observance of the foregoing, we propose to include the following provision in the agreement, in accordance with the market. Can you agree to this?</p> <p>Proposed amendment: "Article 26.3 ARBIT-2022 is replaced by the following provision. The Counterparty shall be able to perform his work to the best of his ability, exercising the care that may be expected of him. If an error is made because the Client has provided Counterparty with incorrect or incomplete information, Counterparty shall not be liable for any loss or damage arising as a result. Counterparty's total liability towards the Contracting Authority for any errors which would have been avoided if Counterparty had acted with due care is limited to a maximum of the amount of the fee which the Contracting Authority has paid and/or is still due for the specific work carried out under the Contract from which the error results. If the duration of the assignment exceeds twelve months, the total liability in the context of the assignment will be limited to a maximum of the amount of the fee that the Contracting Authority has paid and/or still owes the Counterparty for the first twelve months for the specific work carried out under the assignment from which the error results. Interrelated errors shall be regarded as a single error. The Counterparty's limitation of liability does not apply in the event of intent or wilful recklessness on his part and/or if any mandatory (international law or professional) regulations do not permit such a limitation."</p>	We agree to limit the liability to the average annual revenue per event and the maximum value of the contract value for each year or part of a year that the Contract has been in force.
27	Appendix 06 ARBIT 2022, article 19	<p>Security checks. As a good employer, we have difficulties with article 19.2 and 19.3 ARBIT. We have an extensive application process in which we, among other things, request a certificate of good conduct of our 'future' personnel. A security check performed by our clients, we do not consider desirable. Therefore we would like to suggest that we will execute our own security check, if deemed necessary by Contracting Authority. Is this acceptable/workable for you?</p> <p>Proposed amendment: "Article 19.2 and 19.3 ARBIT-2022 do not apply. Counterparty will conduct security checks through Validata regarding its employees."</p>	It is highly unlikely that this will occur. We agree that it is sufficient to execute your own security check. Only when this is not deemed sufficient by Invest we will proceed with an additional security check.
28	Appendix 06 ARBIT 2022, article 17.5	<p>Penalty. Article 17.5 ARBIT-2022 contains a fine of EUR 50,000 in the event of breach of the duty of confidentiality. Agreeing penalty provisions with clients is very difficult for us. In our opinion, agreeing a penalty is not necessary because the contract terms and conditions include a safety net with regard to our liability and the ensuing obligation to compensate damage in the event of breach of (confidentiality) obligations under the contract. The Contracting Authority has sufficient other sanctioning measures at its disposal in relation to a breach of such obligations. In our opinion, the provision in question is unreasonably formulated because it is immediately due and payable, without it being established by a court that there has indeed been a breach of the confidentiality obligation by the Counterparty. In view of the above, we request you to declare Article 17.5 ARBIT-2022 in the contract inapplicable.</p> <p>If you are not prepared to do so, we request that you include in the contract that the penalty in accordance with Article 17.5 ARBIT-2022 will only be payable if it has been established beyond doubt by a court that there has been a breach of confidentiality by Counterparty and that a penalty paid will be deducted from the amount of compensation to be determined by the court in good court. Can you agree to this?</p> <p>Proposed amendment: "The penalty of article 17.5 ARBIT-2022 will only be payable if it has been established beyond doubt by a court that there has been a breach of confidentiality by Counterparty. The penalty paid will be deducted from the amount of compensation to be determined by the court in good faith."</p>	We will respond to this question on 25 April, during the extra question round.
29	Appendix 06 ARBIT 2022, article 17.4	<p>Return of information. Article 17.4 ARBIT-2022 stipulates that at the end of the contract the Counterparty is obliged to transfer all confidential information received, including copies thereof, to the Contracting Party. The text of this article could be interpreted in such a way as to leave insufficient room for us to keep an internal working file, after the end of the assignment. Due to internal risk and compliance reasons, we must be able to keep our own internal working file containing copies (including backups) of relevant documents, both during and after the assignment, of course subject to our confidentiality obligations. In view of the above, can you agree to the inclusion of the following provision in the agreement?</p> <p>"Article 17.4 of the ARBIT-2022 does not affect the Counterparty's right to keep a file containing copies of relevant documents relating to the Services, provided that the Counterparty takes appropriate measures to ensure the confidentiality and safekeeping of the file."</p>	We do not understand what exactly you mean by internal working file. Invest is open to discuss this topic before signing the contract.
30	Appendix 06 ARBIT 2022, article 17.3	<p>Inspection. We have difficulties with accepting inspection visits from our clients (or a third party acting on its behalf) at our own premises, due to secrecy obligations arising out of professional rules of conduct and contractual confidentiality obligations towards our other clients and other relationships. Would it be possible to accept that the Contracting Authority will not be entitled to perform inspections at our premises and/or to limit the inspections to an audit of our invoice(s), provided that we will be notified of such inspection in advance and the inspection has to be performed by an independent chartered accountant? We suggest having the text of article 17.3 replaced by the following text:</p> <p>"In order to verify the accuracy of the invoiced fee and expenses related to delivered services, the Counterparty shall on request of the Contracting Authority submit to the Contracting Authority detailed specifications of the invoiced fee and related expenses. If so requested by the Contracting Authority, but only in case the fees are based on time and material, the Counterparty shall provide to an accountant, to be nominated with mutual consent of both parties, copies of timesheets or printed evidence of electronic time recordings of the Staff involved on the engagement, and receipts or other documents supporting the expenses. The Counterparty will provide any further information reasonably requested by the accountant to the extent that such information is available in the accounting systems of the Counterparty. The auditor or the Contracting Authority will, however, not be allowed access to Counterparty's accounting and supporting systems."</p>	Inspection visits on your premises are not mentioned in art. 17.3. Also, we do not expect this to occur during this assignment.
31	Appendix 06 ARBIT 2022, article 17	<p>(Other) IT (cloud) service providers. The ARBIT contains a confidentiality obligation with regard to information we receive in the context of the engagement. Pursuant to the laws and (professional) regulations applicable to our organisation, we require your explicit permission to share the information in question with IT (cloud) service providers.</p> <p>For the performance of the services Counterparty makes use of cloud applications, email providers and other supporting IT (cloud) service providers, including for our document management systems, where files and (customer) information are stored in the cloud. In the very limited cases that these IT (cloud) service providers have limited access to confidential (client) information in connection with necessary technical support, strict confidentiality agreements apply.</p> <p>For the record, we emphasize that the support of our internal business processes by these IT (cloud) service providers is necessary for the performance of our services, whereby we accept responsibility for the deployment of these IT (cloud) service providers and the (maintenance of the) confidentiality of (customer) information. On the basis of the above, we request you to include the following text proposal in the agreement to be concluded. We cannot carry out the work without your express consent.</p> <p>"For the purpose of (the execution of) the Services, the Contracting Authority and the Counterparty may communicate with each other by electronic means and/or make use of electronic storage (including cloud applications), whereby the Counterparty is permitted to provide confidential information to IT (cloud) service providers on a confidential basis and solely for the support of the Counterparty's business operations. The Counterparty remains responsible towards the Contracting Authority for the confidentiality of the confidential information by the IT (cloud) service providers concerned."</p>	We are not certain what you mean by other IT (cloud) service providers and to what type of confidential information you are referring to. We are open to discuss this topic before signing the contract.
32	Appendix 06 ARBIT 2022, article 16	<p>Bank guarantee. Article 16 ARBIT-2022 includes the requirement to provide security in the event of advance payments. Providing a bank guarantee involves costs and is time-consuming. Moreover, we do not consider such security to be necessary in the case of the Counterparty. Can you agree to declare article 16 ARBIT-2022 non-application in the contract? Or can you confirm that advance payments will not be involved?</p>	We agree that article 16 does not apply to this assignment.
33	Appendix 06 ARBIT 2022, article 12.7	<p>Maintenance period. Article 12.7 includes a guarantee that the Counterparty can maintain the Deliverable for five years after the date of Acceptance (etc.). However, your requested contract duration, including maintenance, is four years. Therefore, we request you to amend article 12.7 to match your request on the duration of the contract.</p>	We agree to your text suggestion.

34	Appendix 06 ARBIT 2022, article 8	<p>Intellectual Property Rights. Although article 8.1(b) provides that the intellectual property rights are vested in the Counterparty (or a third party) in case of Deliverables not designed or produced specifically for the Contracting Authority (or under its direction/supervision or instructions/designs), we would like to emphasize that we are going to offer you a SaaS solution that may be configured to accommodate your needs. Therefore, could you please confirm that section b of article 8.1 ARBIT-2022 will be applicable and, additionally, that the right to access and use our SaaS will be in accordance with the following language, de facto replacing article 8.1 through 8.4 of the ARBIT-2022?</p> <p>"The Counterparty grants the Contracting Authority (for its Permitted Users) a non-exclusive, limited, nontransferable right to access and use the Software, for the Contracting Authority's internal needs, as part of its business operations (Agreed Use) for the term mentioned in the Contract, subject to the terms of the Contract. The Permitted Users may only access and use the Software through the URL designated by the Counterparty and only with valid Software Accounts.</p> <p>For the purpose of this clause, "Permitted Users" means: the Contracting Authority and its Staff, who may access and use the Software as set out in the Contract.</p> <p>and "Software Accounts" means: the Contracting Authority's account associated with a unique user name and password, through which the Permitted User may access and use the Software as permitted under the Contract.</p>	We agree to your text suggestion.
35	Appendix 06 ARBIT 2022, article 1.31	Software (definition). Please note that, as we will be providing a (right to access and use the) SaaS solution, the definition of Software is inaccurate. In line with our questions in relation to Agreed Use and intellectual property, we kindly request you to amend the definition of Software in article 1.31 of the ARBIT-2022 by replacing it with the following language: the software (as a service) made available under the Contract.	We can not amend the definition of Software. Invest believes the definition is broad enough to include SaaS solutions.
36	Appendix 06 ARBIT 2022, article 1.29	Deliverable (definition). Please note that, as we will be providing a (right to access and use the) SaaS solution, the definition of Deliverable is inaccurate. In line with our questions in relation to Agreed Use and intellectual property, we kindly request you to amend the definition of Deliverable in article 1.29 of the ARBIT-2022 by replacing it with the following language: the right to access and use the Software for the Agreed Use.	We can not amend the definition of Deliverable. Invest believes the definition is broad enough to include SaaS solutions.
37	Appendix 06 ARBIT 2022, article 1.25	Agreed Use (definition). The definition of Agreed Use (as this is also used within the definition of Defects and thus also impacts the guarantees under article 12 of the ARBIT-2022), is not suitable for providing (the right to access and use) SaaS. Also, this definition is not in line with the EU Public Procurement Law principle of transparency. The current definition used in article 1.25 of the ARBIT, especially the part "or as the Counterparty may reasonably be expected to know", is too vague. We therefore, in line with our question on intellectual property rights (article 8) request you to amend the definition of Agreed Use in article 1.25 by replacing it with the following language: the Contracting Authority's internal needs, as part of its business operations as described in the Tender Documents.	We can not amend the definition of Agreed Use. Invest believes the definition is broad enough to include SaaS solutions.
38	Appendix 06 ARBIT 2022, article 1.10	Licence (definition). The definition of Licence should not be used when providing a right to use our SaaS solution. Could you please replace the definition of Licence with "Right to Use" and define it as follows: 1.10. License: a right entitling the Contracting Authority to access and use Software in accordance with the Agreed Use.	We can not amend the definition of Licence. Invest believes the definition is broad enough to include SaaS solutions.
39	Appendix 06 ARBIT 2022, general	ARBIT and implementation services. Where you have intended for the ARBIT to apply to the implementation services to be provided (i.e., the configuration of our SaaS solution to accommodate your specific needs), the following. For implementation services, the service provider is, even more than with other forms of service, very dependent on the cooperation of the client (such as access to client personnel with knowledge of the IT infrastructure, access to and information about systems of third-party suppliers), within the client's IT infrastructure, etc.). The ARBIT (and also the draft agreement) is limited to a general obligation of cooperation on the part of the client, without specifying this further. In our opinion, however, for the success of IT implementation projects, it is necessary to elaborate mutual expectations in much more detail and, in addition to the responsibilities of the Counterparty, also to agree very clearly and in detail on the responsibilities of the client. In our opinion, the ARBIT (and the draft agreement) are not sufficient here. We would therefore like to propose to you that with our registration we can submit our standard conditions for IT implementation projects and therefore exclude the applicability of the ARBIT.	Please refer to our response to question 1.
40	Appendix 06 ARBIT 2022, general	<p>"ARBIT and SaaS. We will be offering a Software-as-a-Service solution (SaaS) in response to your request for tenders. Software-as-a-Service Counterparties have their own terms and conditions that apply to the provision of rights to access and use the SaaS. The ARBIT corresponds to the usual conditions in the market in only very few areas and is also not well adapted/tailored to SaaS. We would like to present you with the conditions (terms of access and use) and SLA regarding the SaaS solution we offer, as well as our standard processing agreement that applies to our SaaS solution. These would then serve to replace the ARBIT or the (sub)processor agreement(s) submitted by the Contracting Authority with regard to the SaaS solution to be offered. The ARBIT are not suitable for SaaS solutions, as they were drawn up for the purchase by the government of on-premise software and other on-premise IT solutions and hardware. The same applies to the model processing agreement; this is insufficiently compatible with the (standard) SaaS solution we offer. We would like you to agree with this and therefore also exclude the applicability of the ARBIT. After all, our SaaS conditions, SLA and processing agreement have been drawn up specifically for our solution and are also in line with the market.</p> <p>We see that you have provided for some opening for using the Counterparty's standard contract, data processing agreement and Service Level Agreement in paragraph 1.6 of the Tender Document. However, you state that these need to be based on both the requirements and the ARBIT 2022. As explained above, our standard contractual documents are (for obvious reasons) not based on ARBIT 2022 and we believe the Contract should not be governed by ARBIT.</p> <p>If you cannot agree for the Counterparty to use its own conditions for the access to and use of the SaaS in replacement of the ARBIT, could you please elaborate in detail why you are of the opinion that the ARBIT are suitable for Counterparties to offer (access to and use of) their SaaS Solution, also in the light of the fact that the State of the Netherlands has concluded separate conditions with the larger (mostly US based) SaaS providers such as Microsoft, where apparently the State did acknowledge that the ARBIT (or ARVODI) are not suitable?</p> <p>Where you choose to abide by your choice for ARBIT, we request that you at least accommodate our requests to amend certain clauses of the ARBIT."</p>	Please refer to our response to question 1.
41	Proces	Can you provide the process, questionnaire and assessment forms for ESG and reputational risk identification?	The purchase of a tool or functionality to identify reputational- and ESG risks is additional to this tender. We will provide the necessary information if the Contractor provides such a functionality and if we decide to proceed with this option.
42	Tender document paragraphs 3.4, 3.6 and 3.7	Only one option for submitting questions. We foresee that we would have additional questions in response to your answers in the Memorandum of Information. Could you please open the possibility for Counterparties to submit questions on the answers provided (i.e., including a second question round)?	Please refer to our response to question 10.
43	Scope	Do you have an up-to-date list of the organisations and the connected individuals available that you would like populating into your new platform, in a list format, such as Excel?	We have an excel list of our clients. For the related parties it's a bit challenging. We're currently making sense of the list in the screening tool, after we clean up the duplication and pollution then we probably have a clearer list. Moreover, once we perform periodic reviews on the clients then we can easily match the related parties with the list retrieved from the screening tool.