



Information Governance Team

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Dear Sir/Madam

Freedom of Information Act 2000 (FOIA)

Request ID: FOI868854532

Thank you for your request for information relating to Microsoft Copilot.

You have requested the following information:

Under the Freedom of Information Act 2000, I am requesting recorded information held by the council concerning any discounted, promotional, or tiered pricing offer made available by Microsoft, or a Microsoft reseller, for any Copilot branded licence, including but not limited to Microsoft 365 Copilot, Copilot Pro, Copilot Chat, Copilot Studio, and Security Copilot. One such example is priced at approximately £6.54 per user per month in year one, £9.69 in year two, and £14.53 in year three, conditional on a council committing to a minimum number of licences. My questions below are not limited to an offer on those exact terms, or to any single named Copilot product, and cover any discounted or promotional pricing arrangement for any Copilot branded licence offered to or taken up by the council, whatever its specific rates, structure, or product name.

I anticipate this request may attract consideration of Section 43(2) FOIA (commercial sensitivity) in relation to some or all of the pricing information sought. I would ask the council to note the following before applying that exemption. Where Copilot pricing is set at the level of a Crown Commercial Service or other public procurement framework, the relevant rate card or pricing schedule is ordinarily a published document forming part of that framework's own transparency requirements, in which case the information is reasonably accessible to me by other means and Section 21 FOIA applies rather than Section 43(2). If the council intends to rely on Section 21, please identify precisely where the pricing is published rather than simply asserting the exemption.

If the council instead maintains that the specific discounted terms offered to it are a bespoke arrangement not covered by any published framework rate card, and so relies on Section 43(2), please note that this is a qualified exemption and the council is required to conduct and set out the public interest test under Section 2(2)(b) FOIA, addressing in particular the strong public interest in scrutiny of AI licensing costs being committed by local authorities, several of which are under severe financial pressure, at a time when residents are facing council tax increases.

Each numbered question below asks for a single, distinct piece of recorded information. Please treat each numbered question as severable. If the council determines that responding to any single question would exceed the appropriate cost limit, please respond to all remaining questions and provide a refusal notice for the question(s) excluded, rather than refusing the request in its entirety.

1. Has the council, or any officer on the council's behalf, been offered discounted, promotional, or tiered pricing by Microsoft or a Microsoft reseller for any Copilot branded licence, whether Microsoft 365 Copilot, Copilot Pro, or any other Copilot product, and whether on the specific terms described above or on any other discounted or promotional terms?

Yes.

2. If yes, on what date was that offer first received?

May 2024.

3. If yes, was the offer made by Microsoft directly or by a reseller? If by a reseller, please name the reseller.

Microsoft.

4. If the answer to question 1 is yes, please confirm whether the pricing terms offered matched those described above (£6.54, £9.69 and £14.53 per user per month across years one to three). If the terms differed, please state the actual per user per month, or equivalent, rate offered for each year of the term. Noting that the majority of Microsoft services are consumed via frameworks, and that pricing, including special offers, ordinarily has to be published as part of that framework.

No specific per-user pricing was shared at that time. Request was asking if we were interested in exploring further which was declined.

SECTION B: UPTAKE

5. Has the council taken up any discounted or promotional pricing offer for any Copilot branded licence, whether the offer described above or any other such offer?

No.

6. If yes, on what date did the council take up that offer?

Not applicable.

7. If no, does the council plan to take up any such offer within the next six months?

There are no plans currently.

8. If the council has formally considered any such offer and declined it, please confirm this and state the date that decision was taken.

May 2024.

SECTION C: LICENCE THRESHOLD

9. What was the minimum number of user licences the council was required to commit to in order to qualify for the offer taken up, or under consideration?

300 user licenses.

10. Was the offer alternatively expressed as a minimum percentage of the council's employee base? If so, what was that percentage?

No.

SECTION D: CURRENT LICENCE HOLDINGS

11. How many Microsoft 365 Copilot licences does the council currently hold in total?

12. Of the total, how many licences are actively assigned to a named user rather than held unassigned?

13. How many licences does the council hold for Copilot Chat?

14. How many licences does the council hold for Copilot Studio?

15. How many licences does the council hold for Security Copilot?

For questions 11 to 15, the Council advises you as per Section 31(3) of the FOI, Law Enforcement that we neither confirm, not deny that this information is held.

Please see our Cyber Security/ICT guidance published on our website for more information about non-disclosure reasons at:

<https://www.coventry.gov.uk/downloads/file/43071/ccs-s31-cyber-foi-exemption>

SECTION E: VALUE OF THE COMMITMENT

16. What is the total value of the Copilot commitment, on whatever terms it was taken up or is proposed, in year one of its term?

£60.6k.

17. What is the total value of the Copilot commitment in year two of its term?

£90.5k.

18. What is the total value of the Copilot commitment in year three of its term?

Forecast to be £90.5k.

19. What is the total value of the Copilot commitment across the full three-year term?

£246k.

SECTION F: PROCUREMENT ROUTE

20. Under what named procurement route or framework would this addition be made, or has

it been made, without a separate competitive tender?

Participated in Crown Commercial Services (CCS) aggregated procurement for Microsoft licencing and entered into contract with the successful supplier using Call-off framework – RM6098. No addition/modification made to original contract; Copilot was part of the original contract.

21. Please identify the specific call-off contract or Enterprise Agreement to which this addition relates.

No addition/modification was made to original contract.

22. Please identify the specific clause of that existing agreement, if any, that is relied upon to permit this addition without a new procurement process.

No modification was relied upon as Copilot was included in the original contract.

23. Has the council assessed this addition against the contract modification rules applicable to the underlying agreement, being Regulation 72 of the Public Contracts Regulations 2015 if the underlying agreement was procured before 24 February 2025, or section 74 and Schedule 8 of the Procurement Act 2023 if procured on or after that date?

As per the response to Question 22, no modification permissions under either legislation were relied upon as Copilot was included in the original contract and not as a result of a variation.

24. If yes, which specific permitted ground was relied upon?

Not applicable.

25. If yes, please provide a copy of that assessment, or a written summary of its conclusion.

Not applicable.

SECTION G: MARKET TESTING

26. Did the council carry out any market testing or comparative assessment of alternative artificial intelligence or productivity tools, for example Google Gemini, Amazon Q, or any other generative AI assistant, before taking up this offer or otherwise adopting any Copilot branded licence?

No.

27. If the answer to question 26 is yes, please provide a copy of that assessment, or a summary of its findings, including which alternative products were considered.

Not applicable.

28. If the answer to question 26 is no, please state the specific reason no such market testing or comparative assessment was carried out.

Copilot Chat was made available under the Council's existing Microsoft contractual arrangements at no additional cost. Given the rapidly evolving nature of the generative AI market, the Council's approach was to maximise the value of its existing investment while avoiding the introduction of additional platforms and associated overheads. The subsequent adoption of paid Copilot services followed the same principle of building on existing investment and contractual arrangements.

SECTION H: KEY DECISION STATUS

29. What is the council's Key Decision expenditure threshold, as set out in its constitution or scheme of delegation?

£1m.

30. Has this Copilot commitment been, or will it be, treated as a Key Decision?

No.

31. If the answer to question 30 is yes, please provide the Forward Plan reference and the decision register reference.

Not applicable.

32. If the answer to question 30 is no, please explain the specific basis on which this commitment falls outside the council's Key Decision definition.

It is delegated to Digital Services as business-as-usual activity managing our Microsoft licensing and organisational technology requirements. It was agreed in budget setting at the commencement of the current enterprise agreement.

SECTION I: EXISTING CONTRACT VALUE

33. What is the current total estimated value of the council's existing Microsoft Enterprise Agreement, or other framework call-off contract, to which this Copilot commitment would be or has been added?

The information you requested falls under the exemption(s) in Section 21 of the Freedom of Information Act 2000, which relates to 'information reasonably accessible to the applicant by other means.'

The exemption applies as the information is published and publicly available to view by accessing the Council website, please use the following link:

www.coventry.gov.uk/contractsregister.

34. What percentage of the value given in answer to question 33 does the total three-year value given in answer to question 19 represent?

3.5%.

SECTION J: TRANSPARENCY

35. Was a Contract Change Notice published in respect of this addition?

No, It was already on our agreement

36. If yes, on what date was it published, and please provide a reference number or link to the published notice.

Not applicable.

37. If the answer to question 35 is no, is publication of a Contract Change Notice planned, and if so by when?

Not applicable.

SECTION K: APPROVAL

38. Which named officer or member has approved this commitment, or is authorised to approve it?

Director of Digital.

39. Under what specific delegated authority, as set out in the council's constitution or scheme of delegation, was or will that approval be made?

Delegated Authority via Budget setting to Director of Digital to procure and manage procurement of Microsoft Licenses and Services.

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For information, we publish a variety of information such as: [FOI/EIR Disclosure Log](#), [Publication Scheme](#), [Facts about Coventry](#) and [Open Data](#) that you may find of useful if you are looking for information in the future.

If you are unhappy with the handling of your request, you can ask us to review our response. Requests for reviews should be submitted within 40 days of the date of receipt of our response to your original request – email: infogov@coventry.gov.uk

If you are unhappy with the outcome of our review, you can write to the Information Commissioner, who can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or email icocasework@ico.org.uk.

Please remember to quote the reference number above in your response.

Yours faithfully

Information Governance